

**REGULAR MEETING AGENDA  
SUMMER VILLAGE OF JARVIS BAY  
APRIL 5, 2022 @ 9:30 A.M.**

**A. CALL TO ORDER**

**B. AGENDA** - additions/deletions

**C. ADOPTION OF MINUTES** - Regular Meeting Minutes, March 1, 2022

**D. INFORMATION ITEMS**

- 1) Action Items List
- 2) Council Calendar
- 3) Accounts Payable Update
- 4) Public Works Report
- 5) Development Update
- 6) Highway 20 Speed Reduction
- 7) Alberta Policing

**E. REQUESTS FOR DECISION**

**1) Finance & Administration**

- a) 2022 Mill Rate Bylaw

**2) Planning & Development**

- a) Encroachment Agreement Renewals
- b) Land Use Bylaw Amendment

**F. COUNCIL, COMMITTEES & CORRESPONDENCE**

**1) Council Reports**

- a) Mayor Maplethorpe
  - Town of Sylvan Lake Library Board
- b) Deputy Mayor Wiseman
- c) Councillor Garratt

**2) Committee Reports**

- a) Joint Services Committee Minutes

**3) Upcoming Meetings**

- a) Council Meeting – May 3, 2022

**G. ADJOURNMENT**

Summer Village of Jarvis Bay  
Regular Meeting Minutes  
March 1, 2022

C-1

*Minutes of a Regular Council Meeting of the Summer Village of Jarvis Bay, Province of Alberta, held March 1, 2022, in the Summer Villages on Sylvan Lake Administration Office at Sylvan Lake, Alberta.*

**IN ATTENDANCE** Mayor: Julie Maplethorpe  
Deputy Mayor: Annabelle Wiseman via Zoom  
Councillor: David Garratt via Zoom  
CAO: Tanner Evans  
Public Works Coordinator: Chris Loov  
Development Officer: Kara Kashuba  
Finance Officer: Tina Leer  
Recording Secretary: Teri Musseau

**CALL TO ORDER** The Meeting was called to order at 9:30 a.m. by Mayor Maplethorpe.

**AGENDA APPROVAL**

**JBC-22-018** MOVED by Deputy Mayor Wiseman that the agenda be adopted as presented.  
CARRIED

**CONFIRMATION OF MINUTES**

**JBC-22-019** MOVED by Mayor Maplethorpe that the regular meeting minutes of Council held on February 1, 2022, be approved as presented.  
CARRIED

Phil Dirks joined the meeting at 9:34 a.m.

**DELEGATION**

Phil Dirks from the Metrix Group joined Council to present the 2021 audited financial statements.

**JBC-22-020** MOVED by Mayor Maplethorpe that Council accept the 2021 audited financial statements as presented and Council authorize the Mayor to sign the financial return.  
CARRIED

Council break at 9:56 a.m.

Council reconvened at 10:00 a.m.

**PUBLIC HEARING:**

Mayor Maplethorpe declared the Public Hearing for Bylaw #180-22, Land Use Bylaw Amendment Bylaw, open at 10:00 a.m.

Mayor Maplethorpe provided the procedure for the public hearing.

Kara Kashuba, Development Officer, provided the background on the requested bylaw amendments.

Written submission received were read into the record by the Development Officer from:

Summer Village of Jarvis Bay  
Regular Meeting Minutes  
March 1, 2022

C-1

Kristen & Eric Havinga of 21 Jarvis Bay Drive, who currently operate a tourist home are against the proposed bylaw.

They purchased the property and renovated their home with the intention of renting it out. They need the income generated from this rental. They have provided their contact information to their neighbours should the renters become loud or disrespectful of the laws in the summer village.

Tammy & Richard Leibel of 17 Jarvis Bay Drive, who currently operate a tourist home are against the proposed bylaw.

They purchased the property as a retirement home as they loved the atmosphere the summer village offered. Due to financial reasons, they were forced to relocate and decided to rent their home for additional income. They found long term renters to be unreliable and irresponsible for the upkeep of their home, causing them to decide to transition to vacation rentals. They have never had an incident or complaint with their vacationers violating their rules or the rules of the summer village from anyone. They recommend implementing bylaws for vacation homes as opposed to prohibiting these short-term rentals.

Craig Fraser of 308 Jarvis Glen Way, who currently operates a tourist home is against the proposed bylaw.

He has never had a complaint about his rental property and has a good relationship with his neighbours. Taking away his ability to operation a vacation home would create financial hardship for him which would result in him having to sell his home. Income generated from his rentals allows him to maintain the property and stay in his home. He suggests enforcement and regulation would solve complaints.

Shannon Harrington & Dean Taylor of 3 Jarvis Bay Drive, who currently operate a tourist home are opposed to the proposed bylaw.

This will become their retirement home and they have never had any complaints about their tourist home so are shocked to hear about the proposed bylaw. They made many of the same points as were made in previous submissions. The Town of Sylvan Lake process was explained and suggested by the owners as a possible solution.

The floor was opened to comments from the public.

Kristen Havinga was in attendance via zoom and had submitted a letter. She had nothing additional to add.

Tammy Leibel was in attendance in person and had submitted a letter. She added that after guests stay with them, she rates those guests so other renters know if they would be appropriate to rent to. She turns down potential renters all the time if no children will be staying or if the rental would only be for a long weekend. It is her experience that long-term renters cause damage to property. By renting her property short-term, she is able to have inspections done weekly and afford repairs as required.

Craig Fraser was in attendance via zoom and had submitted a written letter. He had no additional comments.

John Cuthbertson was in attendance via zoom and had no comments.

Lenore Berkley was in attendance via zoom and had no comments.

Dave Peteherych was in attendance via zoom. He agreed with the comments from the written submissions. He does not rent his property but neighbours a property that used to have rentals and has not experienced any issues. He believes that regulations are appropriate as opposed to prohibiting tourist homes.

Ron Link was in attendance via zoom and had no comments.

Luke Smith was in attendance via zoom and stated Dave Peteherych's comments summarized his views. His neighbour always communicates with the neighbours and thinks rules are appropriate.

Shannon Harrington was in attendance via zoom and had provided a written letter. She has had an inspection done on her tourist home to ensure safety. She has spoken with other owners of tourist homes and all owners enforce strict numbers of occupants for their homes. She is supportive of regulations around tourist homes and believes as Jarvis Bay is a small community, the rules should be kept simple.

Mayor Maplethorpe asked if anyone else would like to speak. Seeing there were no further comments, Mayor Maplethorpe thanked everyone for coming and those who provided written and verbal comments.

Mayor Maplethorpe declared the Public Hearing for Bylaw 180-22 closed at 10:45 a.m. and cautioned that no further comments or submissions would be received.

Council break at 10:46 a.m.

Council reconvened at 10:48 a.m.

**JBC-22-021**                      MOVED by Mayor Maplethorpe that Council move agenda item F.4.A. Land Use Bylaw Amendment Bylaw up on the agenda to be discussed prior to agenda item E. Information Items.  
CARRIED

**PLANNING & DEVELOPMENT**

**Bylaw #180-22**                      Land Use Bylaw Amendment Bylaw #180-22  
**JBC-22-022**                      MOVED by Councillor Garratt that Council rescind 1<sup>st</sup> reading of the Land Use Bylaw Amendment Bylaw #180-22, motion JBC-22-005, and Administration bring back recommendations to the next meeting.  
CARRIED

**INFORMATION ITEMS**

- 1) Accounts Payable
- 2) Public Works Report



- 3) Development Update
- 4) Speed/Parking Comments
- 5) Lacombe Regional Emergency Management Plan Field Exercise
- 6) CAO Goals

**JBC-22-023**      MOVED by Deputy Mayor Wiseman that Council approve the information items as presented.  
CARRIED

**REQUEST FOR DECISION**

**FINANCE & ADMINISTRATION**

**JBC-22-024**      Municipal Sustainability Initiative Memorandum of Agreement  
MOVED by Mayor Maplethorpe that Council authorize the Mayor to sign the Municipal Sustainability Initiative Memorandum of Agreement extending the program by 2 years.  
CARRIED

**COUNCIL & LEGISLATION**

**JBC-22-025**      Municipal Leaders' Caucus  
MOVED by Mayor Maplethorpe that Council authorize Mayor Maplethorpe to attend the Municipal Leaders' Caucus in person with the cost to come from Council Education Opportunities.  
CARRIED

**PUBLIC WORKS**

**JBC-22-026**      Tree policy  
MOVED by Councillor Garratt that Administration amend the Tree Policy as discussed and bring back a red line version to the next meeting.  
CARRIED

**COUNCIL REPORTS**

- Councillor Garratt
- No reports
- Deputy Mayor Wiseman
- Sylvan Lake Regional Water and Wastewater Commission
- Mayor Maplethorpe
- Town of Sylvan Lake Library Board written report
  - Lacombe County treatment facility open house
  - Mooring field by Petro Beach resident meeting
  - Joint Services Committee HR Subcommittee
  - Parkland Regional Library Board
  - Town Hall meeting
  - Joint Services Committee

**JBC-22-027**                      MOVED by Deputy Mayor Wiseman that Council accept the Council reports as information.  

CARRIED

**NEXT COUNCIL MEETING**

**JBC-22-028**                      MOVED by Mayor Maplethorpe that the next meeting of Council be held on April 5, 2022, at 9:30 a.m.  

CARRIED

**ADJOURNMENT**

**JBC-22-029**                      MOVED by Mayor Maplethorpe that being the agenda matters have been concluded, the meeting be adjourned at 12:02 p.m.  

CARRIED

\_\_\_\_\_

JULIE MAPLETHORPE, MAYOR

\_\_\_\_\_

TANNER EVANS, CAO

## JARVIS BAY COUNCIL MEETING TASKS

DATE	TASK	ASSIGNED TO
	noise study - council to have desk top analysis	Chris
	remove "reduced visibility" signs	Chris
	move "Jarvis Bay Drive" blue sign to intersect with "Jarvis Glen Way" sign at estates entrance	Chris
	sign saying JB campground with arrow to be removed if ours or speak to county about removing it	Chris
	bring planting plan to Council for approval with work to be outsourced to 3rd party contractor	Chris
	get potential costs for NGD & JB sharing policing	Tanner
	create emergency advisory committee	Tanner
	red line version of tree policy for next meeting	Chris
COMPLETED		
	change emergency management bylaw	Teri
	ask NGD about sharing policing costs with JB	Tanner

Council
JSC
HRSC
JSO

<b>JANUARY</b> CAO Goal Setting CAO Goal Setting CAO merit increase	<b>FEBRUARY</b> Year End Financial Year End Financial	<b>MARCH</b> Financial Audit Review	<b>APRIL</b> Q1 Review Adopt Mill Rate Q1 Financial Review
<b>MAY</b>	<b>JUNE</b>	<b>JULY</b> Q2 Review Organizational Meeting Q2 Review Organizational Meeting	<b>AUGUST</b>
<b>SEPTEMBER</b> Strategic Planning CAO Review	<b>OCTOBER</b> Q3 Review Q3 Review Budget Discussion CAO Review & Increase Consolidate CAO Review	<b>NOVEMBER</b> Adopt JSC Budget SV Budget Discussion	<b>DECEMBER</b> Adopt Municipal Budget

**Summer Village of Jarvis Bay****Administration and Finance****Council Date: April 5, 2022****Information Item****Agenda Item: *Accounts Payable Update*****Background:**

Total payables processed and presented to Council \$ 140,758.69

The following list identifies any payments over \$3,000:

- |   |    |            |
|---|----|------------|
| 1. Al's Bobcat & Trucking                           | \$ | 3,027.68   |
| a. Sanding & Snow Removal -Feb 15-28th              |    |            |
| 2. Al's Bobcat & Trucking                           | \$ | 6,300.53   |
| a. Sanding & Snow Removal -Jan 3 – 14 <sup>th</sup> |    |            |
| b. Sanding March 3 <sup>rd</sup> and 4th            |    |            |
| 3. Sylvan Regional Water/Wastewater                 | \$ | 5,132.74   |
| a. Wastewater Services – Feb 2022                   |    |            |
| 4. Summer Village of Norglenwold                    | \$ | 12,065.57  |
| a. Feb 2022 Muni Specific Costs                     |    |            |
| b. Feb 2022 Shared Costs                            |    |            |
| 5. AB School Foundation Fund                        | \$ | 105,456.10 |
| a. 1 <sup>st</sup> Quarter School Fund              |    |            |

**Council Expense Claims Report:****February 2022**

- |                     |    |        |
|---------------------|----|--------|
| ▪ Julie Maplethorpe | \$ | 840.00 |
| ▪ Annabelle Wiseman | \$ | 0      |
| ▪ David Garratt     | \$ | 240.00 |

**March 2022**

- |                     |    |          |
|---------------------|----|----------|
| ▪ Julie Maplethorpe | \$ | 2,149.23 |
| ▪ Annabelle Wiseman | \$ | 600.00   |
| ▪ David Garratt     | \$ | 120.00   |

**Administrative Recommendations:**

Council to accept as information.

**Authorities:**

MGA 207 (c): The chief administrative officer advised and informs the council on the operations and affairs of the municipality.

Date Printed  
2022-03-24 1:43 PM

**Summer Village of Jarvis Bay**  
**List of Accounts for Approval**  
Batch: 2022-00023 to 2022-00028

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Bank Code - MAIN - General Bank

**COMPUTER CHEQUE**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
1019	2022-02-28	Al's Bobcat & Trucking			
18498		312-000-260 - GST Paid Refund	GST Tax Code	144.18	
18498		232-000-255 - Plowing Program	Sand/Snow Removal Feb 1:	2,883.50	3,027.68
1020	2022-03-24	Tyler Vick			
2040		461-000-520 - Deposits Roads F	Completions Deposit Refun	500.00	500.00
1021	2022-03-24	Ace Line Locating Ltd.			
5221		242-000-255 - Maintenance Pro	Line Locating	200.00	
5221		312-000-260 - GST Paid Refund	GST Tax Code	10.00	210.00
1022	2022-03-24	Al's Bobcat & Trucking			
18388		312-000-260 - GST Paid Refund	GST Tax Code	124.15	
18388		232-000-255 - Plowing Program	Sand/Snow Remove Jan 3 1	2,483.00	2,607.15
18542		312-000-260 - GST Paid Refund	GST Tax Code	175.88	
18542		232-000-255 - Plowing Program	Sanding Mar 3rd to 14th	3,517.50	3,693.38
			Payment Total:		6,300.53
1023	2022-03-24	Red Deer Catholic Regional			
2022-1		201-100-130 - ASFF - Residenti	Supplementary Tax Requist	1,333.94	1,333.94
1024	2022-03-24	Sylvan Lake Regional			
1596		242-000-260 - Useage Fees	Feb 2022 Wastewater Servi	5,132.74	5,132.74
1025	2022-03-24	Town of Blackfalds			
IVC054067		224-000-200 - Emergency Mana	2022 LREMP Membership	2,500.00	2,500.00
			Total Computer Cheque:		19,004.89

**EFT**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
175	2022-02-28	Summer Villages of Norglenwold			
2022-00038		212-400-232 - Assessment Fees	City of Red Deer-2022 RAR	200.00	
2022-00038		211-203-212 - Council Educator	ATB MC-2022 Spr.Muni Lea	165.00	
2022-00038		212-400-222 - Advertising	Office Supplies-LUB Amenc	63.30	
2022-00038		212-400-220 - Election Expense	Raven Printing-Julie's Busin	82.00	
2022-00038		212-400-222 - Advertising	Postage-LUB Amendments	194.12	
2022-00038		212-400-222 - Advertising	Printing-LUB Amendments I	63.30	
2022-00038		232-000-265 - Sign & Bench Prc	ATB MC-Speed Pro-Unstab	190.24	
2022-00038		212-400-230 - Legal Fees	Brownlee LLP-Inv 527242	30.00	987.96
2022-00044		212-300-255 - Facility Maintenar	Facility Maintenance	60.81	
2022-00044		212-300-530 - Building Insuranc	Shared Building Insurance	579.51	
2022-00044		212-300-510 - Other Contingenc	Contingency	0.00	
2022-00044		212-300-270 - Equipment Renta	Equipment Rental	50.22	
2022-00044		212-300-265 - Equipment Mainte	Equipment Maintenance	0.00	
2022-00044		212-300-242 - IT equipment	IT Equipment	78.08	
2022-00044		212-300-240 - Computer Softwa	Computer Software	61.83	
2022-00044		212-300-263 - Condominium Co	Condominium Costs	0.00	
2022-00044		212-300-540 - Utilities	Utilities	945.17	
2022-00044		212-300-217 - Phone/Fax/Intern	Shared Phone/Fax	0.00	
2022-00044		212-200-510 - Office Supplies	Office Supplies	64.24	
2022-00044		212-200-500 - Printing Costs	Printing Costs	141.79	
2022-00044		212-200-215 - Postage/Freight/C	Postage/Freight	-2.54	

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**Summer Village of Jarvis Bay**  
**List of Accounts for Approval**  
Batch: 2022-00023 to 2022-00028

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EFT					
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
2022-00044		212-100-266 - PW Fleet	PW Fleet	0.00	
2022-00044		212-100-211 - WCB	WCB	0.00	
2022-00044		212-100-210 - Travel and Subsidi	T&S	86.77	
2022-00044		212-100-140 - Benefits	Shared Benefits	373.27	
2022-00044		212-100-110 - Salaries	Salaries	8,428.56	
2022-00044		212-100-130 - Training	Training	81.27	
2022-00044		212-300-250 - Facility Improvem	Facility Improvements	128.63	11,077.61
				Payment Total:	12,065.57
				Total EFT:	12,065.57

OTHER					
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
3018	2022-02-28	Receiver General/OTH			
CP2-2022		312-000-262 - CRA Remunerati	Council CPP	62.52	62.52
3026	2022-02-28	Epcor			
FEB42022-9909		312-000-260 - GST Paid Refund	GST Tax Code	10.04	
FEB42022-9909		242-000-255 - Maintenance Pro	Utilities	200.80	210.84
3027	2022-02-28	Epcor			
FEB42022-5503		312-000-260 - GST Paid Refund	GST Tax Code	2.24	
FEB42022-5503		232-000-545 - Street Light Progr	Utilities	44.77	47.01
3029	2022-02-28	Waste Management of Canada			
1136663-0613-0		312-000-260 - GST Paid Refund	GST Tax Code	46.86	
1136663-0613-0		243-000-270 - Recycling Progr	Recycling	937.36	984.22
3044	2022-03-24	AB School Foundation Fund			
12574		201-100-130 - ASFF - Residenti	1st Quarter School Fund	105,456.10	105,456.10
3046	2022-03-24	Red Deer County			
FEB282022		243-000-200 - Contracted Servic	Feb 2022 Garbage Base Ct	2,294.00	2,294.00
3049	2022-03-24	Epcor			
MAR22022-7330		232-000-545 - Street Light Progr	Utilities	386.76	
MAR22022-7330		312-000-260 - GST Paid Refund	GST Tax Code	19.34	406.10
3051	2022-03-24	Epcor			
MAR42022-5503		312-000-260 - GST Paid Refund	GST Tax Code	1.87	
MAR42022-5503		232-000-545 - Street Light Progr	Utilities	37.38	39.25
3052	2022-03-24	Epcor			
MAR42022-9909		242-000-255 - Maintenance Pro	Utilities	179.23	
MAR42022-9909		312-000-260 - GST Paid Refund	GST Tax Code	8.96	188.19
				Total Other:	109,688.23
				Total MAIN:	140,758.69



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2022-03-24 1:43 PM

**Summer Village of Jarvis Bay**  
**List of Accounts for Approval**  
Batch: 2022-00023 to 2022-00028

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Certified Correct This March 24, 2022

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Mayor

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Administrator



# Council Expense Claim Form

NAME: Julie MaplethorpePOSITION: MayorMONTH ENDING: February-2022

Please follow the below steps for the formulas to work correctly.

1. Save this document to your desktop.
2. Right click the document, hover your mouse over "open with" then select "Adobe Acrobat".

## Village Business

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
2/1/22	Regular Council	2.5	Mayor	\$ 120.00
2/3/22	Other (Treatment Facility Presentation - Lacombe Co.)	3.0	Mayor	\$ 120.00
2/9/22	Town of Sylvan Lake Library Board	1.5	Mayor	\$ 120.00
2/15/22	Joint Services Committee (HR Sub-committee)	1.5	Mayor	\$ 120.00
2/24/22	Parkland Regional Library Board	2.0	Mayor	\$ 120.00
2/24/22	Joint Services Committee (HR Sub-committee)	1.5	Mayor	\$ 120.00
2/28/22	Joint Services Committee	3.0	Mayor	\$ 120.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
				<b>\$ 840.00</b>

If event is other please type it in.

COPY

## Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
				<b>\$ 0.00</b>

## Other Expenses

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				<b>\$ 0.00</b>

MAYOR: \_\_\_\_\_

C.A.O: \_\_\_\_\_

TOTAL PAYABLE: \$ 840.00





MONTH ENDING: February-2022

1. Save this document to your desktop.
2. Right click the document, hover your mouse over "open with" then select "Adobe Acrobat".

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
2/2/22	Regular Council	2	Councillor	\$ 120.00
2/8/22	Other (Alberta Provincial Police Transition Study Engagement.)	4	Councillor	\$ 120.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
If event is other please type it in.				\$ 240.00

COPY

<i>DATE</i>	<i>EVENT</i>	<i>RETURN TRIP TOTALS (KM)</i>	<i>RATE</i>	<i>TOTAL</i>
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
				<b>\$ 0.00</b>

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

**TOTAL PAYABLE: \$** 240.00





# Council Expense Claim Form

NAME: Julie Maplethorpe

POSITION: Mayor

MONTH ENDING: March-2022

Please follow the below steps for the formulas to work correctly.

1. Save this document to your desktop.
2. Right click the document, hover your mouse over "open with" then select "Adobe Acrobat".

## Village Business

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
2/28/22	Joint Services Committee	2.5	Mayor	\$ 120.00
3/1/22	Regular Council	3.0	Mayor	\$ 120.00
3/3/22	Other (Alberta RCMP Webinar)	1.5	Mayor	\$ 120.00
3/8/22	Other (Spring Municipal Leaders Caucus)	2.0	Mayor	\$ 120.00
3/9/22	Other (Spring Municipal Leaders Caucus)	10.0	+4 (4 Hour)	\$ 220.00
3/9/22	Town of Sylvan Lake Library Board	1.0	Mayor	\$ 120.00
3/10/22	Other (Spring Municipal Leaders Caucus)	8.0	+4 (4 Hour)	\$ 220.00
3/16/22	Joint Services Committee (Program Review Board)	3.5	Mayor	\$ 120.00
3/16/22	Other (Central Alberta Mayors Caucus)	3.0	Mayor	\$ 120.00
3/23/22	Other (ASVA Boat Mooring Town Hall)	2.0	Mayor	\$ 120.00
If event is other please type it in.				\$ 1,400.00

**COPY**

## Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
3/8/22	Other (Conferences, etc.)	162.00	\$0.61	\$ 98.82
3/10/22	Other (Conferences, etc.)	162.00	\$0.61	\$ 98.82
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
				\$ 197.64

## Other Expenses

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
3/10/22	The Westin Edmonton (Accommodation)	531.09	20.50	\$ 551.59
				\$ 0.00
				\$ 0.00
				\$ 551.59

MAYOR: \_\_\_\_\_

C.A.O: \_\_\_\_\_

TOTAL PAYABLE: \$ 2,149.23

The Westin Edmonton  
 10135 100 St  
 Edmonton, AB T5J 0N7  
 Canada  
 Tel: 780-426-3636 Fax: 780-428-1454



Julie Maplethorpe  
 2 Erickson Drive  
 Sylvan Lake, AB, T4S1P5  
 Canada  
 AU3161 - AUMA Municipal Leaders Caucus

Page Number : 2 Invoice Nbr : 1000212638  
 Guest Number : 1406371  
 Folio ID : A  
 Arrive Date : 08-MAR-22 21:59  
 Depart Date : 10-MAR-22 13:14  
 No. Of Guest : 1  
 Room Number : 719  
 Marriott Bonvoy Number :

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#### EXPENSE SUMMARY REPORT

Currency: CAD

Date	Room	GST	Tour Levy	Food/Bev	Phone	Other	Total	Payment
03-08-2022	199.00	10.25	8.20	0.00	0.00	41.67	259.12	0.00
03-09-2022	199.00	10.25	8.20	33.35	0.00	41.67	292.47	0.00
03-10-2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-551.59
<hr/>								
Total	398.00	20.50	16.40	33.35	0.00	83.34	551.59	-551.59

COPY

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# Council Expense Claim Form

NAME: Annabelle WisemanPOSITION: Deputy MayorMONTH ENDING: March-2022

Please follow the below steps for the formulas to work correctly.

1. Save this document to your desktop.
2. Right click the document, hover your mouse over "open with" then select "Adobe Acrobat".

## Village Business

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
1/11/22	Regular Council	1.5 hours	Deputy Mayor	\$ 120.00
1/26/22	AEM Training	2 hours	Deputy Mayor	\$ 120.00
2/1/22	Regular Council	2.5 hours	Deputy Mayor	\$ 120.00
2/28/22	Sylvan Lake Regional Wastewater Commission	2 hours	Deputy Mayor	\$ 120.00
3/1/22	Regular Council	2.5 hours	Deputy Mayor	\$ 120.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
	Select Event		Title	\$ 0.00
				\$ 600.00

If event is other please type it in.

# COPY

## Travel

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
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	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
	Select Event		\$0.61	\$ 0.00
				\$ 0.00

## Other Expenses

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

MAYOR: \_\_\_\_\_

C.A.O: \_\_\_\_\_

TOTAL PAYABLE: \$ 600.00





## Summer Village of Jarvis Bay

April 5, 2022

### Public Works

### Information Item

#### Agenda Item: *Public Works Report*

#### Background:

The following will provide council with an update on Public Works projects and programs:

- The new Contractor Empringham Disposal has been providing garbage collection services as of March. So far Administration has not heard of any issues from residents.
- Administration is working to collect proposals from engineering firms for a highway noise study in the summer village.
- The following is a list shrubs and trees and shrubs that Administration is proposing be planted this Spring of reserve across from 125 Jarvis Bay Drive:

- 1 White Spruce 2.5m
- 2 Paper Birch
- 4 Red Osier Dogwood
- 4 Prickly Rose
- 6 Native Saskatoon

The cost for these planting will be \$2,300 and \$405 per watering. Watering will be undertaken as needed based on rainfall through the summer. Administration recommends a budget of \$4,500 for this project to allow for 5 waterings.

- Benches very similar to the ones chosen by Council in 2021 have been ordered with built in memorial plaques and will be installed this summer. Administration requests that Council make a motion to include this \$11,000 project in the capital budget with funding to come from MSI grants.
- Administration has sent out tender documents for the installation removal, storage and overall management of buoys for a 5-year contract.



- The signage for a 3-way stop at the Jarvis Glen way intersection has been ordered. Brackets to change all street signs to cross-section signs have also been ordered.
- Administration is investigating possible solutions to drainage concerns brought forward by residents along Jarvis Glenn Way.

**Options for Consideration:**

Accept for information

**Authorities:**

MGA 207 (c) "advises and informs the council on the operation and affairs of the municipality"

## Summer Village of Jarvis Bay

April 5, 2022

### Planning and Development

#### Information Item

#### Agenda Item: *Development Update*

#### Background:

##### Development Permit Update:

Currently there are 94 development permits issued in the Summer Villages (33 in Birchcliff, 3 in Half Moon Bay, 11 in Jarvis Bay, 24 in Norglenwold, and 23 in Sunbreaker Cove).

#### The following is the listing for Jarvis Bay:

- |                          |                            |
|--------------------------|----------------------------|
| 1. 166 Jarvis Bay Drive  | Demolition & Dwelling      |
| 2. 210 Jarvis Bay Drive  | Dwelling                   |
| 3. 165 Jarvis Bay Drive  | Demolition & Tree Removal  |
| 4. 251 Jarvis Bay Drive  | Home Occupation            |
| 5. 184A Jarvis Bay Drive | Dwelling & Detached Garage |
| 6. 184B Jarvis Bay Drive | Demolition & Dwelling      |
| 7. 11 Jarvis Bay Drive   | Sunroom (Deck Addition)    |
| 8. 251 Jarvis Bay Drive  | Roof Extension & Shed      |
| 9. 37 Jarvis Bay Drive   | Deck                       |
| 10. 234 Jarvis Bay Drive | Dwelling                   |
| 11. 10 Twin Rose Court   | Dwelling <b>(NEW)</b>      |

Closed since last meeting:

- |                         |                       |
|-------------------------|-----------------------|
| 1. 251 Jarvis Bay Drive | Concrete Pad/Swim Spa |
| 2. 41 Jarvis Bay Drive  | Deck                  |

#### Permit Summary:

##### Year to date 2022:

January - 1 development permit. Estimated project cost \$5,000.00.

February - 1 development permit. Estimated project cost \$1,800,000.00.

March – 1 development permit. Estimated project cost \$350,000.00

##### 2021:

January – 1 development permit. Estimated project cost \$150,000.00

February – 0 development permits. Estimated project cost N/A.

March – 0 development permits. Estimated project cost N/A.

**Administrative Recommendations:**

Council to accept as information.

**Authorities:**

Land Use Bylaw #125/13.

**Summer Village of Jarvis Bay**

**April 5, 2022**

**Public Works**

**Information Item**

**Agenda Item: *Highway 20 Speed Reduction***

**Background:**

Mayor Maplethorpe has asked that Council have a discussion regarding the ongoing concerns surrounding the speed on Highway 20 adjacent Jarvis Bay and efforts to have the speed reduced.

**Options for Consideration:**

- 1) Council accept as information.

**Administrative Recommendations:**

Council to accept as information.

**Authorities:**

n/a

**Summer Village of Jarvis Bay****April 5, 2022****Council and Legislation****Information Item****Agenda Item:** *Alberta Provincial Policing***Background:**

Mayor Maplethorpe has asked that the attached information be added to the agenda for discussion. The email and draft Call to Action was sent by the National Police Federation and is encouraging stakeholders to tell the government that the proposed funding for the Alberta Provincial Police Service would be better spend in other critical services such as under resourcing, staffing shortages, and the lack of social support programs.

**Options for Consideration:**

- 1) Council accept as information.
- 2) Council discuss and provide direction to Administration.

**Administrative Recommendations:**

Council discuss and provide direction to Administration.

**Authorities:**

n/a

Dear Mayor Maplethorpe and Summer Village of Jarvis Bay Council,

I am writing to you today, with a proposal to join our Call to Action to the Government of Alberta to halt the idea of a new provincial police service and to invest the proposed new monies into underfunded critical services within Alberta. This injection of funding would have a larger and more immediate impact within our communities to improve community safety and the health and well-being of all Albertans.

As you are aware, the Government of Alberta is reviewing the possibility of transitioning away from the RCMP to a new Alberta Provincial Police Service (APPS). Last year, they released a [Transition Study](#), which outlined potential exorbitant costs, including \$366 million in one-time transition costs over six-years and \$139 million in additional policing costs annually, increasing with inflation. With that said, over just a six-year period costs would total over \$1.2 billion.

Through polling that the NPF has conducted over the past year, it is clear that Albertans feel the same with. An overwhelming 84% of Albertans support retaining the RCMP and believe the Government of Alberta should instead focus on addressing the root causes of crime and improving social services.

As the Government of Alberta continues to consult and push the idea of a new and expensive police service forward, now is the time for all impacted stakeholders to come together to tell the government that the proposed money would be better invested into critical services to address under resourcing, staffing shortages, and the lack of social support programs.

Attached to this email is a draft of the Call to Action to the government for your review.

Our goal is to have stakeholders sign on and to release publicly at the end of April in a joint effort.

**If you are interested in signing onto the Call to Action, please reply to this email and include your logo for use which will be added to the Call to Action, before April 15, 2022.**

If you have any questions, comments, or concerns, please don't hesitate to contact me.

### Colin Buschman

Western Government Relations Advisor | Conseiller, Relations Gouvernementales de l'ouest

**National Police Federation | Fédération de la Police Nationale**

(236) 233-8100

<https://npf-fpn.com>



NATIONAL  
POLICE  
FEDERATION

FÉDÉRATION  
DE LA POLICE  
NATIONALE



April XX, 2022

Dear Premier,

We are committed to ensuring Albertans live in safe communities that support their health and well-being. Communities where people have reliable access to critical health, social, public safety, and educational services. Ultimately, Albertans living in a safe and healthy community communicate those needs to the Government of Alberta, who listen and respond.

The Government of Alberta has lost the trust of its constituents in its pursuit of an Alberta Provincial Police Service (APPS) by not undertaking fulsome, open, and transparent consultations with all those affected. Albertans have stated loud and clear that they do not want a costly new police service, with an overwhelming 84% of Albertans wanting to keep and improve the Alberta RCMP.

In addition, the Government of Alberta has not released a detailed funding model explaining who would be paying the costs of this proposed transition. The vague Transition Study noted initial transition costs of \$366 million over six years, and, at minimum, an additional \$139 million each year, increasing with inflation. Municipalities know that most of these costs will be downloaded directly to them, forcing them to significantly increase residents' and businesses' taxes.

Municipalities and engaged Albertans continue to call on the Government of Alberta to improve rural police response times and increase resources available to the justice system. The Province's \$2 million Transition Study did not highlight how a new APPS would address any of these issues.

**We, the undersigned, call on the Government of Alberta to stop efforts and investment to advance the creation of an Alberta Provincial Police Service and instead invest in resources needed to:**

- *Improve current policing services to reduce response times and address rural crime by increasing the number of RCMP officers within communities*
- *Improve social services to address the root causes of crime (health, mental health, social and economic supports)*
  - *Expand Police and Crisis Teams with police and Alberta Health Services*
  - *Work with communities to provide targeted social supports*
- *Increase resources within the justice system*
  - *Ensure timely trials by prioritizing violent over non-violent crimes*
  - *Hire more Crown prosecutors and appoint more Provincial Court Judges*

## **Summer Village of Jarvis Bay**

### **Finance**

### **Request for Decision**

#### **Agenda Item: *Mill Rate Bylaw #181-22***

#### **Background:**

Administration would like to provide the 2022 Mill Rate Bylaw #181-22 for approval.

Due to the lateness of the Provincial budget release, we ask that Council approve this Mill Rate Bylaw to be amended with the 2022 Provincial Designated Industrial Tax to be released on or around March 31<sup>st</sup>. The estimated DI Tax is highlighted in green and the Mill Rate for such is determined by the Province, not the Municipality.

#### **Options for Consideration:**

- 1) Council review Bylaw #181-22

#### **Administrative Recommendations:**

- 1) That Council give 1<sup>st</sup> reading to By-Law #181-22
- 2) That Council give 2<sup>nd</sup> reading to By-Law #181-22
- 3) Upon unanimous consent by Council to give 3<sup>rd</sup> reading at this meeting
- 4) That Council give 3<sup>rd</sup> reading to By-Law #181-22

#### **Authorities:**

Section 353(1) of the Municipal Government Act, R.S.A. 2000, c M-26, provides that each Council must pass a property tax bylaw annually.

Section 353(2) The property tax bylaw authorizes the Council to impose a tax in respect of property in the municipality to raise revenue to be used toward the payment of

- (a) the expenditures and transfers set out in the budget of the municipality, and
- (b) the requisitions



Summer Village of Jarvis Bay  
2022 Mill Rate Bylaw  
No. #181-22

A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN THE SUMMER VILLAGE OF JARVIS BAY FOR THE 2022 TAXATION YEAR.

**WHEREAS**, the Summer Village of Jarvis Bay has prepared and adopted detailed estimates of municipal revenue, expenses and expenditures as required, at the council meeting held on April 5, 2022.

**WHEREAS**, the estimated municipal revenues and transfer from all sources other than taxation is estimated at \$170,091.99 and the balance of \$419,455.98 is to be raised by general municipal taxation; and

**WHEREAS**, the estimated municipal expenses (excluding non-cash items) set out in the annual budget for the Summer Village of Jarvis Bay for 2022 total \$589,547.96; and

**THEREFORE**, the total amount to be raised by general municipal taxation is \$419,455.98 and

**WHEREAS**, the requisitions are estimated to be:

<b>Alberta School Foundation Fund</b>	
Residential & Farm Land	\$ 446,981.02
Non-residential	\$ 1,360.79
<b>Red Deer Catholic Regional Div.39</b>	
Residential & Farm Land	\$ 5,565.82
Non-residential	\$ 0.00
<b>Designated Industrial Property</b>	<b>\$ 27.11</b>
<b>Total Requisitions Collected</b>	<b>\$ 453,934.74</b>

**WHEREAS**, the council is authorized to sub-classify assessed property, and to establish different rates of taxation in respect to each sub-class of property, subject to the *Municipal Government Act*, Chapter M-26, Revised Statutes of Alberta, 2000; and

**WHEREAS**, the assessed value of all property in the Summer Village of Jarvis Bay as shown on the assessment roll is:

Residential	\$ 175,295,000
Non-Residential & Designated	
Industrial Property	\$ 353,870
<b>Taxable Assessment</b>	<b>\$ 175,648,870</b>
Exempt	\$ 5,700,530
<b>Total 2022 Assessment</b>	<b>\$ 181,349,400</b>

NOW THEREFORE under the authority of the *Municipal Government Act*, the Council of the Summer Village of Jarvis Bay, in the Province of Alberta, enacts as follows:

1. That the Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Summer Village of Jarvis Bay:

Tax Levy	Assessment	Tax Rate
----------	------------	----------

**General Municipal**

Residential	\$418,604.46	\$175,295,000	2.3880
Non-Residential	\$851.52	\$353,870	2.3880
<b>Totals:</b>	<b>\$419,455.98</b>	<b>\$175,648,870</b>	

**School Requisitions**

Residential & Farm Land	\$452,546.84	\$175,295,000	2.5816
Non-Residential	\$ 1,360.79	\$ 353,870	3.8455
<b>Totals:</b>	<b>\$453,907.62</b>	<b>\$175,648,870</b>	

<b>Designated Industrial Property</b>	<b>\$ 27.11</b>	<b>\$ 353,870</b>	<b>0.0766</b>
---	-----------------	-------------------	---------------

2. That this bylaw shall take effect on the date of the third and final reading.

READ a first time on this 5<sup>th</sup> day of April 2022.

READ a second time on this 5<sup>th</sup> day of April 2022.

Given UNANIMOUS consent to go to third reading on this 5<sup>th</sup> day of April 2022.

READ a third and final time on this 5<sup>th</sup> day of April 2022.

\_\_\_\_\_  
Julie Maplethorpe, Mayor

\_\_\_\_\_  
Tanner Evans, C.A.O.

**Summer Village of Jarvis Bay****April 5, 2022****Planning and Development****Request for decision****Agenda Item: *Encroachment Agreement Renewals*****Background:**

The following Encroachment Agreements are up for renewal:

- 23 Jarvis Bay Drive – Encroaching shed and garage on the Road Allowance.
- 256 Jarvis Bay Drive – Encroaching rock wall on the Reserve.
- 250 Jarvis Bay Drive – Encroaching retaining wall on the EOS.

**The Municipal Development Plan states:**

3.12 In order to address the encroachment of private facilities on the Summer Village's reserves the following policies will apply:

(a) For private facilities encroaching upon municipal reserves, landowners will be asked to remove unauthorized material and structures; the owner of any unauthorized structures may be able to enter into a license agreement to allow the structures to remain on municipal reserve land only in unusual or extenuating circumstance. Any private facilities that are allowed to remain shall be maintained in a safe – as regularly certified by a professional engineer – and environmentally responsible manner, and provide proof, and ongoing assurance, of proper liability insurance;

(b) For private facilities encroaching upon environmental reserves, landowners will be asked to remove unauthorized structures and materials by a specific date.

*Agreements & Encroachment Policy attached.*

**Options for Consideration:**

1. Approve renewal of agreement(s) for another 5 year term with an updated agreement and homeowner to provide administration with a real property report at their expense if required.
2. Deny renewal of agreement(s) and administration to notify residents that encroachments must be removed within 30 days of letter.

**Administrative Recommendations:**

Council to provide administration direction.

**Authorities:**

Encroachment Policy – JBC-20-046

**23 Jarvis Bay Drive**

THIS ENCROACHMENT AGREEMENT MADE THIS 24 DAY OF June, 2016.

BETWEEN:

  
(hereinafter called "the Owner")

and

**THE SUMMER VILLAGE OF JARVIS BAY**  
(hereinafter called "the Summer Village")

WHEREAS the Owners are the owners of the following described lands, namely:

PLAN 2350EO  
LOT 12  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called "the Owner's lands")

AND WHEREAS the following described lands are under the direction, control and management of the Summer Village.

HIGHWAY 21 LANE – ROAD PLAN 3803 T  
(hereinafter called "The Road Allowance")

adjacent to the boundary of the Owner's lands;

AND WHEREAS the owners constructed a shed and garage on the Road Allowance, the nature, extent and location of which is designated on the plan annexed as Schedule "A" to this agreement (Hereinafter called "the encroachment") and has requested that the Summer Village consent to the location of same;

AND WHEREAS the Summer Village is prepared to approve the request made by the Owner therein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and in consideration of the sum of One (\$1.00) Dollar now paid by the Owner to the Summer Village, receipt whereof is hereby acknowledged, and in consideration of the Summer Village approving the request by the Owner, the parties hereto covenant and agree together as follows:

1. The Summer Village hereby authorizes the Owner's location of the said encroachment upon the Road Allowance:
  - (a) so long as the encroachment is maintained in an excellent state of repair and does not become a hazard to the general public.
  - (b) development permit applications are made to the Summer Village and approvals are obtained from the Summer Village for any maintenance and repair work undertaken to the encroachment.



2. The Owner covenants and agrees with the Summer Village that the said encroachment shall not at any time hereafter be enlarged or extended beyond the designation set forth in Schedule "A" and that in the event of default of this covenant, the Summer Village may terminate this agreement, or alternately may give notice requiring the Owner to correct such default by removing, the enlargement or extension within thirty (30) days of the day the Summer Village gives notice of such default.
3. Notwithstanding anything herein contained, and provided that the Summer Village required the land on which the encroachment is located for public purpose, the Summer Village may give notice to the Owner requiring the Owner to remove the encroachment from the Road Allowance within thirty (30) days of the day the Summer Village gives notice to the Owner. The Owner shall be responsible for and make payment of all costs of removal of the encroachment at the Owner's sole cost and expense and hereby waives all claim or entitlement for any costs, damages or expenses of removal of the encroachment. In the event of default of payment of any sum required to be paid by the Owner hereunder, such amount shall be deemed to be municipal tax and may be collected in the same manner as provided for pursuant to the Municipal Government Act, 2000 Chapter M-26, Statutes of Alberta, as amended from time to time, or successor legislation.
4. Should the Owner fail to remove the encroachment from the Summer Village's lands when required pursuant to this agreement and correct such default within the time limited in paragraph 2 hereof, then the Summer Village with its own resources, or through the services of an independent contractor, employed by it for that purpose, shall be at liberty to enter upon the Owner's lands and take all such steps as are necessary to either remove the said encroachment, or to correct the default of the Owner by removing the unauthorized encroachment, and all costs incurred by the Summer Village through its own forces, or through the employment of an independent contractor shall be payable by the Owner to the Summer Village upon demand.
5. The Owner shall indemnify and save harmless the Summer Village from, of and against all liability, claims, demands, judgements, suits and damages in connection with the continuance, use and operation of the said encroachment upon the Road Allowance.
6. The Summer Village shall continue to have and reserves unto itself the full, free and uninterrupted right to occupy and use the encroached area in any manner in which it considers as appropriate but the Summer Village shall not unreasonably interfere with the rights conferred on the Owner.
7. The parties hereto covenant and agree that the covenants herein contained shall and are hereby deemed to be covenants running with the land. The Owner acknowledges that the present agreement does not constitute an interest in the Road Allowance and that no Caveat or other instrument may be registered against the Summer Village's lands, but the Owner may caveat the Owner's lands with the respect to this agreement. The Owner acknowledges that the within agreement is not a disposition of an interest in the Road Allowance by the Summer Village within the meaning of the Municipal Government Act of Alberta.

8. The Owner shall:
- (a) maintain the encroached area in a good and husband like manner to the satisfaction of the Summer Village's Development Authority or other authorized administrator.
  - (b) maintain and keep in good and safe repair the encroached area and any structure or thing placed or erected upon or overhanging the encroached area;
  - (c) pay the Summer Village on demand for all damage to property and utilities of the Summer Village arising out of the activities of the Owner on or adjacent to the encroached area, whether or not such activities are in accordance with the rights herein granted to the owner;
  - (d) pay the Summer Village on demand for all costs of repairing any damages to any utilities which may in any way be caused directly or indirectly as a result of, arising from, or be due to the Owners use of the encroached area;
  - (e) the Owner will pay to the Summer Village on or before January 1 of each year, an annual charge for the Encroachment in the sum of THIRTY DOLLARS (\$30.00).
  - (f) this Agreement shall be for five years from the date above stated, unless earlier terminated. If the Owner is not in default of any provisions of this agreement, the Owner may apply to have this agreement renewed for another term.
9. The Owner shall throughout the term of this encroachment agreement provide and keep enforced general liability insurance in the amount of not less than \$1,000,000.00 in respect of injury to, or death of, any person, or damage of any property, which insurance shall:
- (a) name the Summer Village as an additional insured under the policy, only in respect to liability arising from the encroachment agreement of the Road Allowance;
  - (b) be effected with insurers, and upon terms and conditions satisfactory to the Summer Village;
10. Provide for thirty (30) days prior written notice of cancellation of, or material change in the policy to be provided to the Summer Village by the insurer. Notices to be given under this agreement shall be effective upon personal service thereof or seven (7) days after mailing by ordinary mail, in the case of the Summer Village, to:

SUMMER VILLAGE OF JARVIS BAY  
 BAY #8, 14 THEVENAZ INDUSTRIAL TRAIL  
 SYLVAN LAKE, AB T4S 2J5

In the case of the Owners to:

Both of:  
23 JARVIS BAY DRIVE  
JARVIS BAY, AB T4S 1R9

11. The within agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors in title and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

SIGNED BY THE SUMMER VILLAGE OF JARVIS BAY to have effect on the above date.

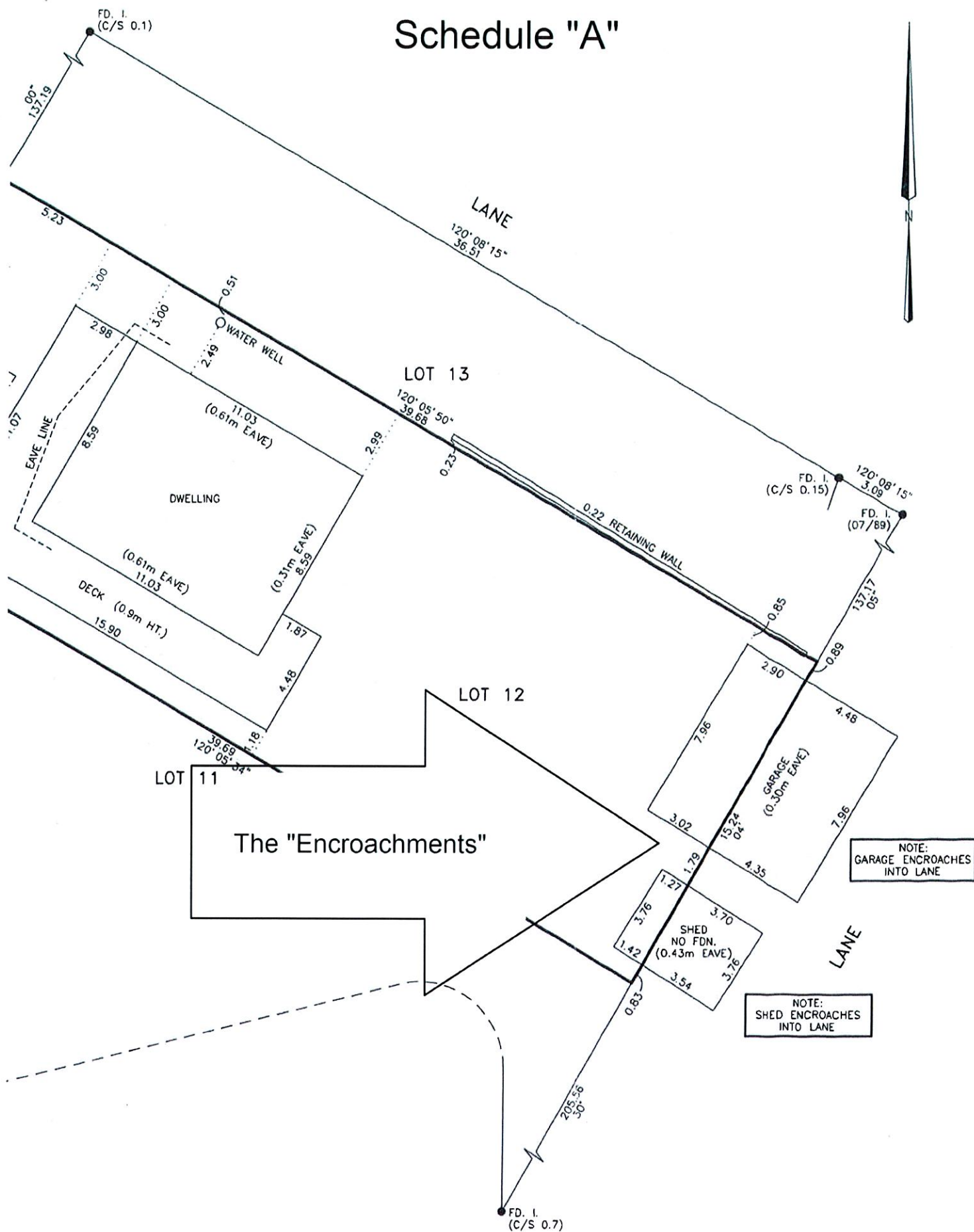
THE SUMMER VILLAGE OF JARVIS BAY

per: P. Forsyth Signature

(seal)



# Schedule "A"



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**256 Jarvis Bay Drive**

THIS ENCROACHMENT AGREEMENT MADE THIS 21 DAY OF DECEMBER, 2016.

BETWEEN:

  
(hereinafter called "the Owner")

and

**THE SUMMER VILLAGE OF JARVIS BAY**  
(hereinafter called "the Summer Village")

WHEREAS the Owners are the owners of the following described lands, namely:

PLAN 1981NY  
BLOCK 2  
LOT 20  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called "the Owner's lands")

AND WHEREAS the following described lands are under the direction, control and management of the Summer Village.

LOT R3, PLAN 1981NY  
(hereinafter called "The Reserve")

adjacent to the boundary of the Owner's lands;

AND WHEREAS the owners constructed a rock wall on the Reserve, the nature, extent and location of which is designated on the plan annexed as Schedule "A" to this agreement (Hereinafter called "the encroachment") and has requested that the Summer Village consent to the location of same;

AND WHEREAS the Summer Village is prepared to approve the request made by the Owner therein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and in consideration of the sum of One (\$1.00) Dollar now paid by the Owner to the Summer Village, receipt whereof is hereby acknowledged, and in consideration of the Summer Village approving the request by the Owner, the parties hereto covenant and agree together as follows:

- I. The Summer Village hereby authorizes the Owner's location of the said encroachment upon the Reserve:
  - (a) so long as the encroachment is maintained in an excellent state of repair and does not become a hazard to the general public.
  - (b) development permit applications are made to the Summer Village and approvals are obtained from the Summer Village for any maintenance and repair work undertaken to the encroachment.

2. The Owner covenants and agrees with the Summer Village that the said encroachment shall not at any time hereafter be enlarged or extended beyond the designation set forth in Schedule "A" and that in the event of default of this covenant, the Summer Village may terminate this agreement, or alternately may give notice requiring the Owner to correct such default by removing, the enlargement or extension within thirty (30) days of the day the Summer Village gives notice of such default.
3. Notwithstanding anything herein contained, and provided that the Summer Village required the land on which the encroachment is located for public purpose, the Summer Village may give notice to the Owner requiring the Owner to remove the encroachment from the Reserve within thirty (30) days of the day the Summer Village gives notice to the Owner. The Owner shall be responsible for and make payment of all costs of removal of the encroachment at the Owner's sole cost and expense and hereby waives all claim or entitlement for any costs, damages or expenses of removal of the encroachment. In the event of default of payment of any sum required to be paid by the Owner hereunder, such amount shall be deemed to be municipal tax and may be collected in the same manner as provided for pursuant to the Municipal Government Act, 2000 Chapter M-26, Statutes of Alberta, as amended from time to time, or successor legislation.
4. Should the Owner fail to remove the encroachment from the Summer Village's lands when required pursuant to this agreement and correct such default within the time limited in paragraph 2 hereof, then the Summer Village with its own resources, or through the services of an independent contractor, employed by it for that purpose, shall be at liberty to enter upon the Owner's lands and take all such steps as are necessary to either remove the said encroachment, or to correct the default of the Owner by removing the unauthorized encroachment, and all costs incurred by the Summer Village through its own forces, or through the employment of an independent contractor shall be payable by the Owner to the Summer Village upon demand.
5. The Owner shall indemnify and save harmless the Summer Village from, of and against all liability, claims, demands, judgements, suits and damages in connection with the continuance, use and operation of the said encroachment upon the Reserve.
6. The Summer Village shall continue to have and reserves unto itself the full, free and uninterrupted right to occupy and use the encroached area in any manner in which it considers as appropriate but the Summer Village shall not unreasonably interfere with the rights conferred on the Owner.
7. The parties hereto covenant and agree that the covenants herein contained shall and are hereby deemed to be covenants running with the land. The Owner acknowledges that the present agreement does not constitute an interest in the Reserve and that no Caveat or other instrument may be registered against the Summer Village's lands, but the Owner may caveat the Owner's lands with the respect to this agreement. The Owner acknowledges that the within agreement is not a disposition of an interest in the Reserve by the Summer Village within the meaning of the Municipal Government Act of Alberta.



8. The Owner shall:
- (a) maintain the encroached area in a good and husband like manner to the satisfaction of the Summer Village's Development Authority or other authorized administrator.
  - (b) maintain and keep in good and safe repair the encroached area and any structure or thing placed or erected upon or overhanging the encroached area;
  - (c) pay the Summer Village on demand for all damage to property and utilities of the Summer Village arising out of the activities of the Owner on or adjacent to the encroached area, whether or not such activities are in accordance with the rights herein granted to the owner;
  - (d) pay the Summer Village on demand for all costs of repairing any damages to any utilities which may in any way be caused directly or indirectly as a result of, arising from, or be due to the Owners use of the encroached area;
  - (e) the Owner will pay to the Summer Village on or before January 1 of each year, an annual charge for the Encroachment in the sum of THIRTY DOLLARS (\$30.00).
  - (f) this Agreement shall be for five years from the date above stated, unless earlier terminated. If the Owner is not in default of any provisions of this agreement, the Owner may apply to have this agreement renewed for another term.
9. The Owner shall throughout the term of this encroachment agreement provide and keep enforced general liability insurance in the amount of not less than \$1,000,000.00 in respect of injury to, or death of, any person, or damage of any property, which insurance shall:
- (a) name the Summer Village as an additional insured under the policy, only in respect to liability arising from the encroachment agreement of the Reserve;
  - (b) be effected with insurers, and upon terms and conditions satisfactory to the Summer Village;
10. Provide for thirty (30) days prior written notice of cancellation of, or material change in the policy to be provided to the Summer Village by the insurer. Notices to be given under this agreement shall be effective upon personal service thereof or seven (7) days after mailing by ordinary mail, in the case of the Summer Village, to:

SUMMER VILLAGE OF JARVIS BAY  
 BAY #8, 14 THEVENAZ INDUSTRIAL TRAIL  
 SYLVAN LAKE, AB T4S 2J5

In the case of the Owners to:

Of:

256 JARVIS BAY DRIVE  
JARVIS BAY, AB T4S 1R8

11. The within agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors in title and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

SIGNED BY THE SUMMER VILLAGE OF JARVIS BAY to have effect on the above date.

THE SUMMER VILLAGE OF JARVIS BAY

per: P. Persy H Signature

(seal)

# Schedule "A"

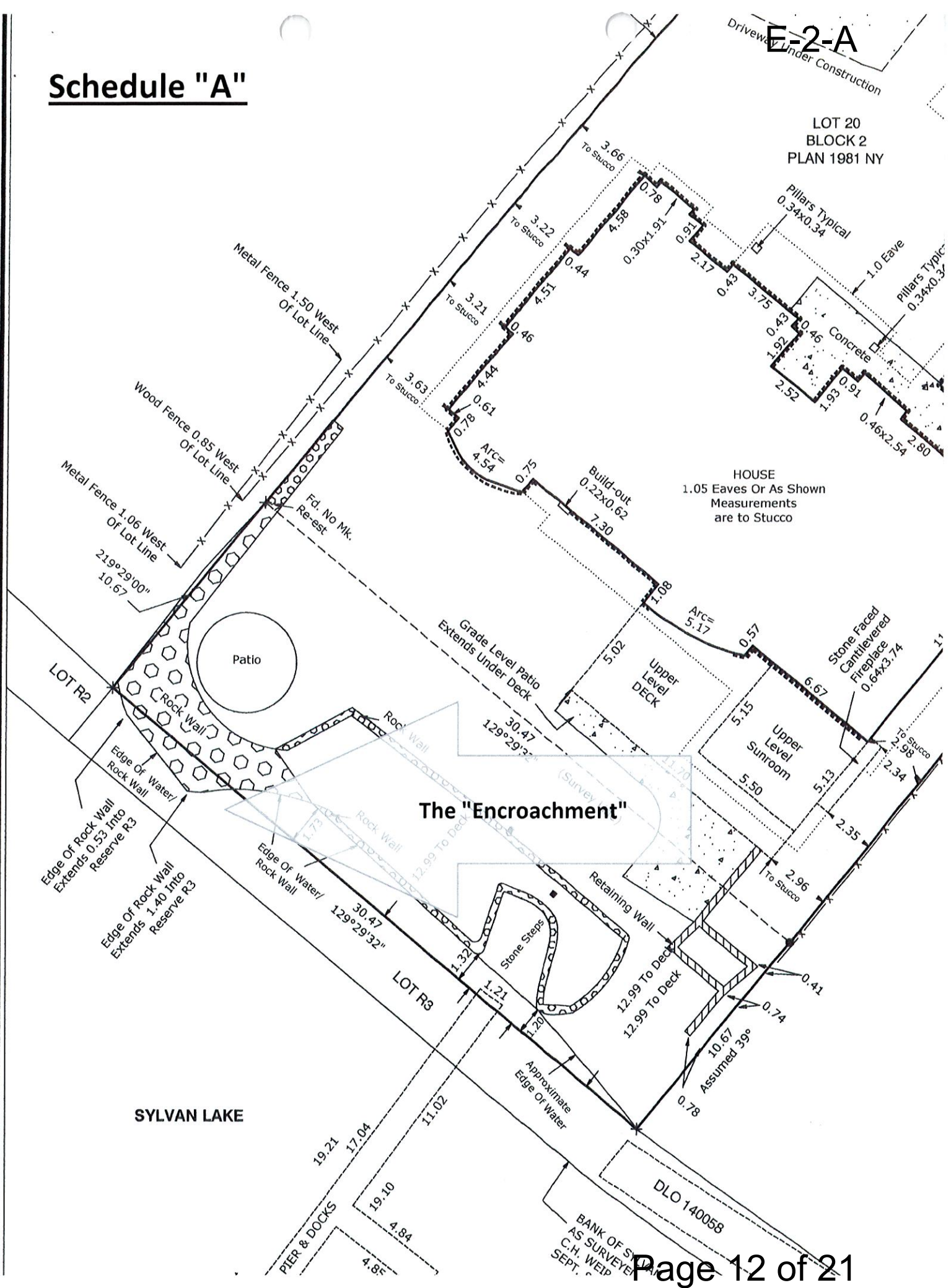
E-2-A

LOT 20  
BLOCK 2  
PLAN 1981 NY

HOUSE  
1.05 Eaves Or As Shown  
Measurements  
are to Stucco

The "Encroachment"

SYLVAN LAKE







Roll # 2284

256 Jarvis Bay Drive

Page 13 of 21 Tuesday, March 07, 2017







## 250 Jarvis Bay Drive

THIS ENCROACHMENT AGREEMENT MADE THIS 12<sup>TH</sup> DAY OF OCTOBER, 2011

BETWEEN:

[REDACTED]  
(hereinafter called "the Owner")

and

**THE SUMMER VILLAGE OF JARVIS BAY**  
(hereinafter called "the Summer Village")

WHEREAS the Owner is the owner of the following described lands, namely:

PLAN 1981 NY  
BLOCK 2  
LOT 17

Excepting thereout all Mines and Minerals  
and the Right to Work the Same

(hereinafter called "the Owner's lands")

AND WHEREAS the following described lands are under the direction, control and management of the Summer Village.

ENVIRONMENTAL OPEN SPACE  
(hereinafter called "EOS")

adjacent to the boundary of the Owner's lands;

AND WHEREAS the owner constructed a structure identified as a "retaining wall" on the EOS, the nature, extent and location of which encroachment is designated on the plan annexed as Schedule "A" to this agreement (Hereinafter called " the encroachment") and has requested that the Summer Village consent to the location of same;

AND WHEREAS the Summer Village is prepared to approve the request made by the Owner therein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and in consideration of the sum of One (\$1.00) Dollar now paid by the Owner to the Summer Village, receipt whereof is hereby acknowledged, and in consideration of the Summer Village approving the request by the Owner, the parties hereto covenant and agree together as follows:

1. The Summer Village hereby authorizes the Owner's location of the said encroachment upon the EOS:
  - (a) so long as the encroachment is maintained in an excellent state of repair and does not become a hazard to the general public.
  - (b) development permit applications are made to the Summer Village and approvals are obtained from the Summer Village for any maintenance and repair work undertaken to the encroachment. .
2. The Owner covenants and agrees with the Summer Village that the said encroachment shall not at any time hereafter be enlarged or extended beyond the designation set forth in Schedule "A" and that in the event of default of this covenant, the Summer Village may terminate this agreement, or alternately may give notice requiring the Owners to correct such default by removing, the enlargement or extension within thirty (30) days of the day the Summer Village gives notice of such default.
3. Notwithstanding anything herein contained, and provided that the Summer Village required the land on which the encroachment is located for public purpose. The Summer Village may give notice to the Owner requiring the Owner to remove the encroachment from the EOS within thirty (30) days of the day the Summer Village gives notice to the Owner. The Owner shall be responsible for and make payment of all costs of removal of the encroachment at the Owner's sole cost and expense and hereby waives all claim or entitlement for any costs, damages or expenses of removal of the encroachment. In the event of default of payment of any sum required to be paid by the Owner hereunder, such amount shall be deemed to be municipal tax and may be collected in the same manner as provided for pursuant to the Municipal Government Act, 2000 Chapter M-26, Statutes of Alberta, as amended from time to time, or successor legislation.
4. Should the Owner fail to remove the encroachment from the Summer Village's lands when required pursuant to this agreement and correct such default within the time limited in paragraph 2 hereof, then the Summer Village with its own resources, or through the services of an independent contractor, employed by it for that purpose, shall be at liberty to enter upon the Owner's lands and take all such steps as are necessary to either remove the said encroachment, or to correct the default of the Owner by removing the unauthorized encroachment, and all costs incurred by the Summer Village through its own forces, or through the employment of an independent contractor shall be payable by the Owner to the Summer Village upon demand.
5. The Owner shall indemnify and save harmless the Summer Village from, of and against all liability, claims, demands, judgements, suits and damages in connection with the continuance, use and operation of the said encroachment upon the setback.
6. The Summer Village shall continue to have and reserves unto itself the full, free and



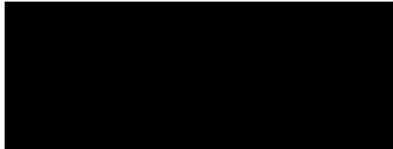
uninterrupted right to occupy and use the encroached area in any manner in which it considers as appropriate but the Summer Village shall not unreasonably interfere with the rights conferred on the Owner.

7. The parties hereto covenant and agree that the covenants herein contained shall and are hereby deemed to be covenants running with the land. The Owner acknowledges that the present agreement does not constitute an interest in the EOS and that no Caveat or other instrument may be registered against the Summer Village's lands, but the Owner may caveat the Owner's lands with the respect to this agreement. The Owner acknowledges that the within agreement is not a disposition of an interest in the EOS by the Summer Village within the meaning of the Municipal Government Act of Alberta.
8. The Owner shall:
  - (a) maintain the encroached area in a good and husband like manner to the satisfaction of the Summer Village's Development Authority or other authorized administrator.
  - (b) maintain and keep in good and safe repair the encroached area and any structure or thing placed or erected upon or overhanging the encroached area;
  - (c) pay the Summer Village on demand for all damage to property and utilities of the Summer Village arising out of the activities of the Owner on or adjacent to the encroached area, whether or not such activities are in accordance with the rights herein granted to the owner;
  - (d) pay the Summer Village on demand for all costs of repairing any damages to any utilities which may in any way be caused directly or indirectly as a result of, arising from, or be due to the Owners use of the encroached area;
  - (e) pay the Summer Village an annual license fee of \$30.00, and such fee may be reviewed and reset by the Summer Village every ten years.
9. The owner shall throughout the term of this encroachment agreement provide and keep enforced general liability insurance in the amount of not less than \$1,000,000.00 in respect of injury to, or death of, any person, or damage of any property, which insurance shall:
  - (a) name the Summer Village as an additional insured under the policy, only in respect to liability arising from the encroachment agreement of the EOS;
  - (b) be effected with insurers, and upon terms and conditions satisfactory to the Summer Village;

10. provide for thirty (30) days prior written notice of cancellation of, or material change in the policy to be provided to the Summer Village by the insurer. Notices to be given under this agreement shall be effective upon personal service thereof or seven (7) days after mailing by ordinary mail, in the case of the Summer Village, to:

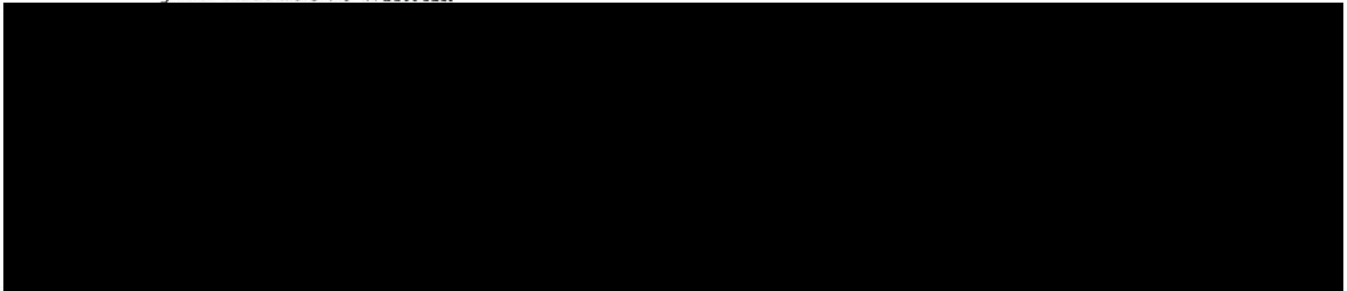
Summer Village of Jarvis Bay  
90B Hewlett Park Landing  
Sylvan Lake, AB T4S 2J3

In the case of the Owner to:



11. The within agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors in title and assigns.

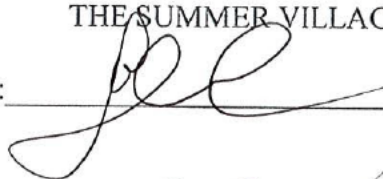
IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.



SIGNED BY THE SUMMER VILLAGE OF JARVIS BAY to have effect on the above date.

THE SUMMER VILLAGE OF JARVIS BAY

per: \_\_\_\_\_



per: \_\_\_\_\_







Roll # 2278

250 Jarvis Bay Drive





Policy Title	Date	Resolution No.
<b>Encroachment Policy</b>	<b>March 3, 2020</b>	<b>JBC-20-046</b>

**Purpose:**

The Summer Village of Jarvis Bay has the responsibility to manage Municipal Reserve, Environmental Reserve, Recreational Leases, Licenses of Occupation and the Shoreline within the boundaries of the municipality.

**Statement:**

The Summer Village of Jarvis Bay asserts its right of ownership to all lands owners, leased and managed by the municipality. It is the policy of the Summer Village to work proactively with property owners to remove encroachments for all lands owned, leased and managed by the municipality.

**General:**

1. The Summer Village requires the removal of all encroachments from lands owners, leased or managed by the municipality. The owners of the encroachment shall be required to remove the encroachment and restore the site to its original / natural state to the satisfaction of the municipality, and or
2. The Summer Village may permit encroachments onto property owned, leased or managed by the municipality if the encroachment is established and recognized in accordance with the provisions of this policy as of the date of the approval of the Policy.
3. Permitted encroachments identified by a letter of consent or a license agreement from the Summer Village of Jarvis Bay shall be for no more than a five year term.

**Encroachment on Environmental Reserve Lands**

1. The Summer Village does not permit any type of encroachment on environmental reserve land.

**Encroachments on Municipal Reserve Lands, Municipal Leased Properties and or Municipal Managed Properties**

1. Existing Encroachments deemed by Council to be minor may be permitted provided a consent letter is issued by the Municipality. The consent letter shall include provisions reserving the Municipality's right to require the removal of the encroachment at any time at the expense of the owner of the encroachment and any other conditions deemed necessary by the municipality. Minor encroachments include the storing of piers and boat lifts.
2. Stairs, retaining walls, fire pits and other types of development encroaching onto Municipal property, excepting environmental reserves, may be permitted by the Council provided the owner of the encroachment:
  - a. Enters into an Agreement with the municipality outlining the terms by which both parties shall manage the encroachment.
  - b. Agrees that the existence of the encroachment in no way affect the Municipality's ownership of or authority over the lands.

## ENCROACHMENT POLICY

- c. Agrees to remove the encroachment at the encroaching party's expense at any time such removal is required by the municipality.
- d. Agrees that upon the removal of the encroachment, the site will be restored to a condition acceptable to the municipality.
- e. Provides, at the request of the municipality, a survey plan illustrating the extent of the encroachment prepared by a land surveyor registered to practice in the province of Alberta to the satisfaction of the municipality prior to the execution of the agreement.
- f. Pays all costs incurred by the municipality to facilitate the execution of the agreement.
- g. Pays the annual encroachment fee of \$250.00 at time of agreement and reassessed every five years.

*Rescinds Encroachment Policy Passed on September 3, 2014 by Resolution #501/14.*

## Summer Village of Jarvis Bay

**April 5, 2022**

### Planning and Development

#### Request for Decision

#### **Agenda Item:** *Tourist Home LUB Amendments*

#### **Background:**

At the last Council meeting a Public Hearing was held for LUB Amendment Bylaw #188/22. Council directed administration to bring back further options based on the feedback received from the community. Below are some examples of regulations:

- Add “tourist home” definition: means a discretionary use wherein a dwelling unit is offered for rent to guests for less than thirty (30) days.

- Part Three: 4(8), add the following:  
Tourist Homes

(a) A development permit is required to operate a tourist home. Tourist Homes will be issued for twelve (12) months. Registered owners cannot operate more than one (1) tourist home in the Residential District (R), Residential A District (R-A), and Twin Rose Residential District (RTR),

(b) Tourist homes shall be contained within the principal building and therefore garage suits shall not be used.

(c) Notwithstanding part three, section 2(3), no recreation vehicle shall be used as accommodation for tourist home guests.

(d) The maximum number of people staying overnight in a tourist home shall be two (2) times the number of bedrooms plus two (2). Floor plan is to be submitted at the time of application. (e) The operator of a tourist home shall provide the Summer Village Office with the name and phone number(s) of at least one person (adult) that is authorized to act on the owner/operator’s absence. The owner/operator is responsible for informing the Summer Village Office of any changes in this information.

(f) The minimum length of stay shall be no less than seven (7) days in the peak season between May one (1) until September thirty (30). Otherwise it shall be no less than three (3) days.



(g) The tourist home shall always abide by the community standards bylaw regardless of who is occupying the home. This includes (noise, nuisance, and littering etc.). A summary of key bylaws will be provided by administration.

(h) In residential districts tourist homes shall not display any sign advertising the tourist home.

(i) Adequate parking must be in place on the property or the road allowance in front of the property, of a minimum of one stall per bedroom.

(j) Approval of a development permit does not exempt the owner/operator of a tourist home from complying with any federal, provincial, or other municipal legislation.

- Part Four: (R) (R-A) (RTR) District, add the following to Discretionary Uses:  
Tourist Home

### **Options for Consideration:**

1. Council to accept as information.
2. Council to direct administration to draft and Land Use Bylaw Amendment Bylaw.

### **Administrative Recommendations:**

Council to discuss and direct administration to draft a Land Use Bylaw Amendment Bylaw.

### **Authorities:**

Land Use Bylaw #125/13.

## **Summer Village of Jarvis Bay**

**April 5 2022**

### **Council Reports**

#### **Information Item**

#### **Council Reports:**

Julie Maplethorpe

- Town of Sylvan Lake Library Board

Annabelle Wiseman

David Garratt

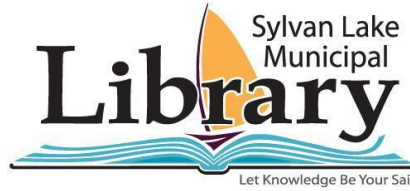
#### **Committee Reports:**

Joint Services Committee Minutes

#### **Correspondence:**

#### **Upcoming Meetings:**

Next Council Meeting – May 3,  
2022



## THE TOWN OF SYLVAN LAKE LIBRARY BOARD – REGULAR MEETING HIGHLIGHTS

**WEDNESDAY – MARCH 9, 2022 – 6:30PM**

### 1. Treasurer's Report

The Treasurer's Report was approved as presented.

### 2. Director's Report

The Director's Report was approved as presented.

Confirmation was received from the Public Library Services Branch (PLSB) that the provincial funding will remain stable for the 2022-2023 fiscal year.

Parkland Regional Library System (PRLS) recently entered into a resource lending agreement with The Regional Automation Consortium (TRAC) to provide expanded access to the digital OverDrive collection. TRAC is a partnership of Marigold Library System, Northern Lights Library System, Peace Library System, Yellowhead Regional Library, and their member libraries. Parkland Regional, Chinook Arch Regional and Shortgrass Library Systems currently do not belong to the TRAC consortium, however, Parkland Library members can now access the digital OverDrive e-books and e-audiobooks owned by the TRAC library systems. This lending agreement enables the Sylvan Lake Library patrons to access thousands of additional titles.



### 3. New Items

The Sylvan Lake Library has renewed a partnership with Landmark Cinemas to bring back the Film Society. In March "Wildwood" will be featured, followed by "Learn to Swim" in April. Both films have been arranged through Mongrel Media directly.

### 4. Policy

Work continues with sub-committees to update and review policies on an ongoing basis.

Meeting adjourned at 7:04pm.

**Next Regular Meeting – April 9, 2022, at 6:30pm**

Joint Service Committee  
Regular Meeting Minutes  
February 28, 2022

F-1,2,3

**IN ATTENDANCE**

Chair / Birchcliff: Roger Dufresne  
Half Moon Bay: Jon Johnston  
Jarvis Bay: Julie Maplethorpe  
Norglenwold: Jeff Ludwig  
Sunbreaker Cove: Jim Willmon  
CAO: Tanner Evans

**CALL TO ORDER**

The Meeting was called to order at 1:02 a.m. by Chair Dufresne.

**AGENDA APPROVAL**

**JSC-22-01**

MOVED by Julie Maplethorpe that the agenda be adopted as presented.

CARRIED

**ADOPTION OF MINUTES**

**JSC-22-02**

MOVED by Julie Maplethorpe to adopt the Regular Meeting Minutes of October 28, 2021 as amended.

CARRIED

**INFORMATION ITEMS**

- 1) 4<sup>th</sup> Quarter Budget Report
- 2) CAO Goals

**JSC-22-03**

Moved by Jeff Ludwig to accept the information items with one amendment to CAO goal #3 – the personnel policy will be reviewed one section at a time by the HRSC for approval by the JSC.

CARRIED

**REQUESTS FOR DECISION**

- 1) Level of Service Agreement

**JSC-22-04**

MOVED by Chair Dufresne that the JSC move to a closed session at 2:09 p.m.

CARRIED

JSC returned from a closed session at 5:25 p.m. The following motions were made by the Chair:

Joint Service Committee  
Regular Meeting Minutes  
February 28, 2022

F-1,2,3

**JSC-22-05** All new business arising outside of the Level of Service Agreement will go to the Project Review Board.

**JSC-22-06** The annual calendar should go back to each council for review and information.

The following motions were made in regards to the draft Level of Service Agreement:

**JSC-22-07** Administration will get 3 bids for projects, and make recommendations on a 3<sup>rd</sup> party contractor, including their reasons for making the recommendation. When 2 or more municipalities are involved, JSC recommends approval and council will give final approval.

**JSC-22-08** CAO to return to JSC with a draft procedural bylaw that will be standardized for all 5 summer villages.

**JSC-22-09** Public engagement meetings that involve administration will be approved by the Project Review Board. Annual information meetings will no longer require administration's attendance.

**JSC-22-10** Each municipality will send out 2 newsletters per year, to be edited and proofed by administration. Any other written communication outside of the scope of an identified project will not be included in the Level of Service Agreement.

**JSC-22-11** JSC approves the recommendation for 5 business day response times.

CARRIED

**ROUND TABLE**

Each member gave a round table update of the ongoing business in their respective municipalities.

The PRB will meet on March 16 at 9:00 AM.  
The JSC will meet on April 27 at 1:00 PM.

**ADJOURNMENT**

**JSC-22-12** Moved by Chair Dufresne that being the agenda matters have been concluded, the meeting adjourned at 5:43 p.m.

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ROGER DUFRESNE, CHAIR

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TANNER EVANS, CAO

DRAFT