

**REGULAR MEETING AGENDA
SUMMER VILLAGE OF JARVIS BAY
MAY 3, 2022 @ 9:30 A.M.**

A. CALL TO ORDER

B. AGENDA - additions/deletions

C. ADOPTION OF MINUTES

- Regular Meeting Minutes, April 5, 2022
- Municipal Planning Commission, April 5, 2022

D. INFORMATION ITEMS

- 1) Action Items List
- 2) Accounts Payable Update
- 3) Quarterly Financial Report
- 4) Public Works Report
- 5) Development Update
- 6) ASVA Forest Management Project

E. REQUESTS FOR DECISION

1) Finance & Administration

- a) 2022 Surplus

2) Council & Legislation

- a) National Accessibility Week

3) Public Works

- a) Tree Policy
- b) Noise Study Proposals

4) Planning & Development

- a) Land Use Bylaw Amendment Bylaw

F. COUNCIL, COMMITTEES & CORRESPONDENCE

1) Council Reports

- a) Mayor Maplethorpe
- b) Deputy Mayor Wiseman
- c) Councillor Garratt

2) Upcoming Meetings

- a) Council Meeting – June 7, 2022

G. ADJOURNMENT

Summer Village of Jarvis Bay
Regular Meeting Minutes
April 5, 2022

C-1

Minutes of a Regular Council Meeting of the Summer Village of Jarvis Bay, Province of Alberta, held April 5, 2022, in the Summer Villages on Sylvan Lake Administration Office at Sylvan Lake, Alberta.

IN ATTENDANCE Mayor: Julie Maplethorpe
Deputy Mayor: Annabelle Wiseman
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 9:33 a.m. by Mayor Maplethorpe.

AGENDA APPROVAL

JBC-22-030 MOVED by Mayor Maplethorpe that the agenda be adopted as presented.
CARRIED

Councillor Garratt joined the meeting via zoom at 9:36 a.m.

CONFIRMATION OF MINUTES

JBC-22-031 MOVED by Deputy Mayor Wiseman that the regular meeting minutes of Council held on March 1, 2022, be approved as presented.
CARRIED

INFORMATION ITEMS

- 1) Action Items List
- 2) Council Calendar
- 3) Accounts Payable
- 4) Public Works Report

JBC-22-032 MOVED by Mayor Maplethorpe that Council authorize \$11,000 from the Capital Replacement Reserve for bench replacement, \$4,500 from the Environmental Reserve for tree planting with 5 waterings, and Administration to amend the Capital Budget.
CARRIED

- 5) Development Update
- 6) Highway 20 Speed Reduction
- 7) Alberta Policing

JBC-22-033 MOVED by Deputy Mayor Wiseman that Council support the Call to Action by supplying the Summer Village logo to the National Police Federation for use which will be added to the Call of Action.
CARRIED

JBC-22-034 MOVED by Mayor Maplethorpe that Council accept the information items as presented.
CARRIED

REQUEST FOR DECISION

FINANCE & ADMINISTRATION

- Bylaw #181-22** 2022 Mill Rate Bylaw
JBC-22-035 MOVED by Mayor Maplethorpe that Council give 1st reading to the 2022 Mill Rate Bylaw #181-22.
CARRIED
- JBC-22-036** MOVED by Deputy Mayor Wiseman that Council give 2nd reading to the 2022 Mill Rate Bylaw #181-22.
CARRIED
- JBC-22-037** MOVED by Councillor Garratt that by unanimous consent Council give 3rd reading to the 2022 Mill Rate Bylaw #181-22 at this meeting.
UNANIMOUSLY CARRIED
- JBC-22-038** MOVED by Mayor Maplethorpe that Council give 3rd and final reading to the 2022 Mill Rate Bylaw #181-22.
CARRIED

Break at 10:23 a.m.

Reconvened at 10:28 a.m.

PLANNING & DEVELOPMENT

- JBC-22-039** Encroachment Agreement Renewals
MOVED by Councillor Garratt that Council approve the renewal of encroachment agreements for another 5-year term with an updated agreement in keeping with the policy, and the homeowner to provide Administration with a real property report at their expense if required.
CARRIED
- JBC-22-040** Land Use Bylaw Amendments
MOVED by Mayor Maplethorpe that Council direct Administration to draft a Land Use Bylaw Amendment Bylaw for tourist homes as discussed.
CARRIED

COUNCIL REPORTS

- Mayor Maplethorpe
- Town of Sylvan Lake Library Board written report
 - RCMP webinar
 - Municipal Leaders’ Spring Caucus
 - Joint Services Committee Program Review Board
 - Central Alberta Mayors Caucus
 - Association of Summer Villages of Alberta (ASVA) Boat Mooring Town Hall
 - Lacombe Regional Emergency Management Plan (LREMP) Advisory Committee Meeting
- Deputy Mayor Wiseman
- No reports

Councillor Garratt

- No reports

COMMITTEE REPORTS

- Joint Services Committee Meeting Minutes

JBC-22-041 MOVED by Mayor Maplethorpe that Council accept the Council reports as information.
CARRIED

NEXT COUNCIL MEETING

JBC-22-042 MOVED by Mayor Maplethorpe that the next meeting of Council be held on May 3, 2022, at 9:30 a.m.
CARRIED

ADJOURNMENT

JBC-22-043 MOVED by Mayor Maplethorpe that being the agenda matters have been concluded, the meeting be adjourned at 11:22 a.m.
CARRIED

JULIE MAPLETHORPE, MAYOR

TANNER EVANS, CAO

Minutes of a Municipal Planning Commission Meeting of the Summer Village of Jarvis Bay, Province of Alberta, held April 5, 2022, at the Summer Villages on Sylvan Lake Administration Office in Sylvan Lake, Alberta.

| | | |
|----------------|----------------------|----------------------------------------------------|
| PRESENT | Chair: | Julie Maplethorpe |
| | Deputy Mayor: | Annabelle Wiseman |
| | Member at Large: | Jim Watson |
| | CAO: | Tanner Evans |
| | Development Officer: | Kara Kashuba |
| | Recording Secretary: | Teri Musseau |
| | Applicant: | Mark Hamman, IMC Kevin Ede, IMC Jon Blocksom |

CALL TO ORDER Chair Maplethorpe called the meeting to order at 8:48 a.m.

AGENDA

MPC-22-001 Moved by Annabelle Wiseman to approve the agenda as presented.
CARRIED

DEVELOPMENT APPLICATION

1. 37 & 35 Jarvis Bay Drive
Application for duplex garage and guest house at 37 & 35 Jarvis Bay Drive (Lots 18A & 19A, Block 1, Plan 2122274).

After the Development Officer gave her report, the applicant presented plans to revise the development to a single garage on the lot that currently has the residence. The proposed development would still require a relaxation on the rear yard setback.

As the application had significant changes to what was provided in the agenda package, and the Development Officer had not had the opportunity to review the plans, the Municipal Planning Commission was unable to consider the development application.

The developer rescinded his original application and will reapply.

MPC-22-002 Moved by Chair Maplethorpe that seeing the applicant has presented new drawings and rescinded his original development application, the meeting of the Municipal Planning Commission is adjourned at 9:00 a.m.
CARRIED

JULIE MAPLETHORPE, CHAIR

TANNER EVANS, CAO

Initials

JARVIS BAY COUNCIL MEETING TASKS

| DATE | TASK | ASSIGNED | COMMENTS |
|-------------|-------------------------------------------------------------------------------------------------|-----------------|-----------------|
| | 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 | |
| | create emergency advisory committee | TANNER | |
| | meeting with Minister agenda package/speaking points | TANNER/JULIE | |
| | red line version of tree policy for next meeting | CHRIS | |
| 06-Apr | speak to garbage contractor about emptying all garbage from garbage bins | CHRIS | |
| | Thoughts on Twin Rose | CHRIS | |
| | bring tree planting policy to next council meeting | CHRIS | |
| | send logo to National Police Federation | | |
| | June Council meeting should be Committee of the Whole to discuss boat mooring | | |
| | COMPLETED | | |
| | change emergency management bylaw | TERI | |
| | ask NGD about sharing policing costs with JB | TANNER | |
| | get potential costs for NGD & JB sharing policing | TANNER | |

Summer Village of Jarvis Bay**Administration and Finance****Council Date: May 3, 2022****Information Item****Agenda Item: *Accounts Payable Update*****Background:**

Total payables processed and presented to Council \$ 35,530.10

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

| | |
|-------------------------------------|--------------|
| 1. Government of Alberta | \$ 14,083.00 |
| a. Police Funding Fiscal 2021 | |
| 2. Sylvan Regional Water/Wastewater | \$ 5,132.74 |
| a. Wastewater Services – March 2022 | |
| 3. Summer Village of Norglenwold | \$ 10,673.98 |
| a. March 2022 Muni Specific Costs | |
| b. March 2022 Shared Costs | |

Council Expense Claims Report:**No Expenses Currently**

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

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
2022-04-22 1:22 PM

Summer Village of Jarvis Bay
List of Accounts for Approval
Batch: 2022-00031 to 2022-00040

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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 |
|------------------------|------------|---------------------------------|-----------------------------|---------------|----------------|
| 1026 | 2022-03-30 | Government of Alberta | | | |
| 1800027113 | | 412-000-270 - Trade Accounts F | Police Funding Fiscal 2021- | 13,464.00 | |
| 1800027113 | | 225-000-200 - Policing Costs | Police Funding Fiscal 2021- | 619.00 | 14,083.00 |
| 1027 | 2022-03-31 | Al's Bobcat & Trucking | | | |
| 18558 | | 232-000-255 - Plowing Program | Sanding March 20 | 297.00 | |
| 18558 | | 232-000-530 - Ditch and Culvert | Snow Removal March 21 to | 300.00 | |
| 18558 | | 312-000-260 - GST Paid Refund | GST Tax Code | 29.85 | 626.85 |
| 1028 | 2022-03-31 | Black Press Group Ltd | | | |
| 34221207 | | 212-400-222 - Advertising | Public Notice | 617.74 | |
| 34221207 | | 312-000-260 - GST Paid Refund | GST Tax Code | 30.88 | 648.62 |
| 1029 | 2022-03-31 | Empringham Disposal Corp | | | |
| 30882 | | 243-000-200 - Contracted Servic | Weekly Collection | 1,485.00 | |
| 30882 | | 312-000-260 - GST Paid Refund | GST Tax Code | 74.25 | 1,559.25 |
| 1030 | 2022-04-22 | Parkland Regional Library | | | |
| 220102 | | 312-000-260 - GST Paid Refund | GST Tax Code | 24.05 | |
| 220102 | | 274-000-850 - Parkland Regiona | 2nd Quarter Requisition | 480.94 | 504.99 |
| 1031 | 2022-04-22 | Sylvan Lake Regional | | | |
| 1601 | | 242-000-260 - Useage Fees | Mar 2022 Wastewater Servi | 5,132.74 | 5,132.74 |
| 1032 | 2022-04-22 | Town of Sylvan Lake | | | |
| IVC115108 | | 223-000-200 - Contract Fire Ser | Fire Dispatch Fees | 553.80 | 553.80 |
| Total Computer Cheque: | | | | | 23,109.25 |

EFT

| Payment # Invoice # | Date | Vendor Name GL Account | GL Transaction Description | Detail Amount | Payment Amount |
|------------------------|------------|---------------------------------|----------------------------|---------------|----------------|
| 176 | 2022-03-31 | Summer Villages of Norglenwold | | | |
| 2022-00048 | | 261-000-200 - Community Plann | ATB MC-Canada Post-Dev | 21.64 | |
| 2022-00048 | | 261-000-200 - Community Plann | ATB MC-Canada Post-Dev | 25.88 | |
| 2022-00048 | | 261-000-200 - Community Plann | ATB MC-AB Land Titles | 60.00 | 107.52 |
| 2022-00052 | | 212-300-530 - Building Insuranc | Shared Building Insurance | 0.00 | |
| 2022-00052 | | 212-300-510 - Other Contingenc | Contingency | 5.84 | |
| 2022-00052 | | 212-300-270 - Equipment Renta | Equipment Rental | 50.22 | |
| 2022-00052 | | 212-300-265 - Equipment Mainte | Equipment Maintenance | 0.00 | |
| 2022-00052 | | 212-300-242 - IT equipment | IT Equipment | 35.08 | |
| 2022-00052 | | 212-300-263 - Condominium Co | Condominium Costs | 0.00 | |
| 2022-00052 | | 212-300-255 - Facility Maintena | Facility Maintenance | 299.35 | |
| 2022-00052 | | 212-300-250 - Facility Improvem | Facility Improvements | 14.03 | |
| 2022-00052 | | 212-300-540 - Utilities | Utilities | 569.08 | |
| 2022-00052 | | 212-300-240 - Computer Softwa | Computer Software | 41.65 | |
| 2022-00052 | | 212-200-510 - Office Supplies | Office Supplies | 270.22 | |
| 2022-00052 | | 212-200-500 - Printing Costs | Printing Costs | 56.15 | |
| 2022-00052 | | 212-200-215 - Postage/Freight/C | Postage/Freight | 0.00 | |
| 2022-00052 | | 212-100-266 - PW Fleet | PW Fleet | 2.92 | |
| 2022-00052 | | 212-100-211 - WCB | WCB | 0.00 | |
| 2022-00052 | | 212-100-210 - Travel and Subsis | T&S | 93.03 | |
| 2022-00052 | | 212-100-140 - Benefits | Shared Benefits | 380.03 | |
| 2022-00052 | | 212-100-130 - Training | Training | 216.28 | |

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Summer Village of Jarvis Bay List of Accounts for Approval

Batch: 2022-00031 to 2022-00040

Page 2

| EFT | | | | | |
|------------|------|--------------------------------|----------------------------|----------------|----------------|
| Payment # | Date | Vendor Name | | | |
| Invoice # | | GL Account | GL Transaction Description | Detail Amount | Payment Amount |
| 2022-00052 | | 212-100-110 - Salaries | Salaries | 8,429.09 | |
| 2022-00052 | | 212-300-217 - Phone/Fax/Intern | Shared Phone/Fax | 103.49 | 10,566.46 |
| | | | | Payment Total: | 10,673.98 |
| | | | | Total EFT: | 10,673.98 |

| OTHER | | | | | |
|----------------|------------|----------------------------------|----------------------------|---------------|----------------|
| Payment # | Date | Vendor Name | | | |
| Invoice # | | GL Account | GL Transaction Description | Detail Amount | Payment Amount |
| 3055 | 2022-03-31 | Receiver General/OTH | | | |
| CP3-2022 | | 312-000-262 - CRA Remunerati | Tax | 4.46 | |
| CP3-2022 | | 312-000-262 - CRA Remunerati | CPP | 161.52 | 165.98 |
| 3065 | 2022-04-13 | ATB Financial | | | |
| BOOKS2022 | | 212-400-221 - Bank Fees | Deposit Books | 58.75 | 58.75 |
| 3079 | 2022-04-22 | Epcor | | | |
| APR62022-9909 | | 242-000-255 - Maintenance Pro | Utilities | 168.99 | |
| APR62022-9909 | | 312-000-260 - GST Paid Refund | GST Tax Code | 8.45 | 177.44 |
| 3081 | 2022-04-22 | Epcor | | | |
| APR12022-7333 | | 232-000-545 - Street Light Progr | Utilities | 264.60 | |
| APR12022-7333 | | 312-000-260 - GST Paid Refund | GST Tax Code | 13.23 | 277.83 |
| 3082 | 2022-04-22 | Epcor | | | |
| APR62022-5503 | | 232-000-545 - Street Light Progr | Utilities | 35.97 | |
| APR62022-5503 | | 312-000-260 - GST Paid Refund | GST Tax Code | 1.80 | 37.77 |
| 3083 | 2022-04-22 | Waste Management of Canada | | | |
| 1138213-0613-2 | | 243-000-270 - Recycling Progra | Recycling | 980.10 | |
| 1138213-0613-2 | | 312-000-260 - GST Paid Refund | GST Tax Code | 49.00 | 1,029.10 |
| | | | | Total Other: | 1,746.87 |
| | | | | Total MAIN: | 35,530.10 |

Certified Correct This April 22, 2022

Mayor

Administrator

Summer Village of Jarvis Bay

Finance

Information Item

Agenda Item: *Quarterly Financial Report*

Background:

Administration would like to provide the following 1st Quarter Financial information to Council.

Options for Consideration:

- The Operating Budget Report to March 31, 2022
- The Capital Budget Report to March 31, 2022
- Alberta School Foundation Report to March 31, 2022
- ATB Bank Account - March 31, 2022
- \$1,782,522.84
- Accumulated Surplus 82,130.76
- Completions Deposits 32,000.00
- Deferred Revenue (Grants) 111,406.25
- JSC IT Reserve 3,000.00
- Reserves Fleet Replacement 8,950.32
- Reserves Enforcement 3,108.96
- Reserves Sewer 400,000.00
- Reserves General Operating 277,928.44
- Reserves Street Light 6,600.00
- Mill Rate Stabilization 50,000.00
- Reserves Environmental 260,000.00
- Reserves Twin Fawns Walkway 30,000.00
- Reserves Roads 400,000.00
- Capital Replacement Reserve 248,000.00

Administrative Recommendations:

To accept the 1st Quarter Financial Report as information.

Authorities:

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

Report Date
2022-04-22 8:51 AM

**Summer Village of Jarvis Bay
Operating Budget**
For the Period Ending March 31, 2022

Page 1

| | Budget | Year to Date | Budget Remain |
|---------------------------------------------|-------------------|------------------|---------------------|
| Revenue | | | |
| 101-000-110 - Taxation | 419,455.98 | | (419,455.98) |
| 101-000-510 - Penalties | 10,000.00 | 4,411.45 | (5,588.55) |
| 112-000-410 - Sale of Services & Su | 246.97 | 175.00 | (71.97) |
| 112-000-540 - Interest Charges | 105.66 | 3.10 | (102.56) |
| 112-000-550 - Return on Investments | 8,000.00 | 3,083.87 | (4,916.13) |
| 112-000-570 - Other Revenue | 1,069.63 | 372.53 | (697.10) |
| 112-000-740 - MSI Operational | 10,636.00 | | (10,636.00) |
| 121-000-530 - Fines Provincial Coll | 500.00 | 100.00 | (400.00) |
| 142-000-400 - Street Light Charges | 7,000.00 | | (7,000.00) |
| 142-000-410 - Wastewater Charges | 58,000.00 | | (58,000.00) |
| 142-000-411 - Transfer to WW Offset | 12,095.00 | | (12,095.00) |
| 161-000-410 - Certificates Complian | 59.17 | | (59.17) |
| 161-000-510 - Inspection Fees | 1,584.96 | | (1,584.96) |
| 161-000-520 - Development Permits/A | 582.21 | 1,400.00 | 817.79 |
| 161-000-590 - Encroachment Fees | 212.38 | 810.00 | 597.62 |
| Total Revenue: | 529,547.96 | 10,355.95 | (519,192.01) |
| Expenditures | | | |
| Council and Legislation | | | |
| 211-101-150 - Mayors Remuneration | 5,200.00 | 2,960.00 | 2,240.00 |
| 211-101-210 - Mayor Travel and Sub | 1,248.00 | 749.23 | 498.77 |
| 211-102-150 - Deputy Mayor Remun | 3,640.00 | 600.00 | 3,040.00 |
| 211-102-210 - Deputy Mayor Travel & | 624.00 | | 624.00 |
| 211-103-150 - Councillor Remun | 1,280.00 | 720.00 | 560.00 |
| 211-103-210 - Councilor Travel and | 624.00 | | 624.00 |
| 211-201-212 - ASVA Conference | 1,081.60 | | 1,081.60 |
| 211-202-212 - AUMA Conference | 1,144.00 | | 1,144.00 |
| 211-203-212 - Council Education Opportunity | 1,000.00 | 165.00 | 835.00 |
| 211-301-220 - AUMA Membership | 1,110.11 | | 1,110.11 |
| 211-302-220 - ASVA Membership | 1,014.00 | 975.00 | 39.00 |
| 211-303-220 - FCM Membership | 150.89 | | 150.89 |
| 211-304-220 - Mayors and Reeves Mem | 100.00 | | 100.00 |
| Total Council and Legislation: | 18,216.60 | 6,169.23 | 12,047.37 |
| Administration | | | |
| 212-100-110 - Salaries | 103,417.93 | 15,866.58 | 79,122.26 |
| 212-100-130 - Training | 1,870.98 | 200.54 | 1,454.16 |
| 212-100-140 - Benefits | 3,487.40 | 637.05 | 2,470.32 |
| 212-100-210 - Travel and Subsistenc | 2,245.50 | 86.77 | 2,065.70 |
| 212-100-211 - WCB | 1,734.71 | | 1,734.71 |
| 212-100-266 - PW Fleet | 1,637.11 | 15.20 | 1,618.99 |
| 212-200-215 - Postage/Freight/Couri | 1,879.24 | (84.01) | 1,963.25 |
| 212-200-500 - Printing Costs | 1,245.98 | 152.81 | 1,037.02 |
| 212-200-510 - Office Supplies | 3,040.34 | 319.16 | 2,450.96 |
| 212-300-217 - Phone/Fax/Internet | 1,169.36 | 45.02 | 1,020.85 |
| 212-300-240 - Computer Software / M | 2,451.92 | 2,545.11 | (134.84) |
| 212-300-242 - IT equipment | 467.74 | 416.22 | 16.44 |
| 212-300-250 - Facility Improvements | 1,403.23 | 228.25 | 1,160.95 |
| 212-300-255 - Facility Maintenance | 4,972.59 | 156.03 | 4,517.21 |
| 212-300-263 - Condominium Costs | 1,084.00 | | 1,084.00 |
| 212-300-265 - Equipment Maintenance | 116.94 | | 116.94 |

Report Date
2022-04-22 8:51 AM

Summer Village of Jarvis Bay
Operating Budget
For the Period Ending March 31, 2022

Page 2

| | Budget | Year to Date | Budget Remain |
|-----------------------------------------------|-------------------|------------------|-------------------|
| 212-300-270 - Equipment Rental | 701.62 | 100.44 | 550.96 |
| 212-300-510 - Other Contingency | 116.94 | | 111.10 |
| 212-300-530 - Building Insurance | 598.42 | 579.51 | 18.91 |
| 212-300-540 - Utilities | 3,040.34 | 945.17 | 1,526.09 |
| 212-400-220 - Election Expenses/Mee | 500.00 | 82.00 | 418.00 |
| 212-400-221 - Bank Fees | 2,000.00 | 143.85 | 1,856.15 |
| 212-400-222 - Advertising | 100.00 | 1,301.38 | (1,201.38) |
| 212-400-230 - Legal Fees | 5,566.52 | 30.00 | 5,536.52 |
| 212-400-231 - Audit Fees | 7,393.90 | | 7,393.90 |
| 212-400-232 - Assessment Fees | 7,000.00 | 3,582.50 | 3,417.50 |
| 212-400-275 - Municipal Insurance | 4,910.07 | 3,933.29 | 976.78 |
| 212-400-910 - Taxation Changes | 555.05 | | 555.05 |
| 212-400-911 - Infrastructure Reserve | 20,000.00 | | 20,000.00 |
| 212-402-220 - Donations to other Or | 800.00 | | 800.00 |
| Total Administration: | 185,507.83 | 31,282.87 | 143,658.50 |
| Protective Services | | | |
| 223-000-200 - Contract Fire Service | 13,594.00 | | 13,040.20 |
| 224-000-200 - Emergency Management | 2,220.21 | 2,500.00 | (279.79) |
| 225-000-200 - Policing Costs | 15,000.00 | 619.00 | 14,381.00 |
| 226-000-200 - Enforcement | 40,000.00 | | 40,000.00 |
| 226-000-201 - Enforcement Reserve | 3,230.32 | | 3,230.32 |
| Total Protective Services: | 74,044.53 | 3,119.00 | 70,371.73 |
| Public Works | | | |
| 232-000-200 - Green Space Program | 24,000.00 | | 24,000.00 |
| 232-000-250 - Road Maintenance Prog | 15,000.00 | | 15,000.00 |
| 232-000-255 - Plowing Program | 24,544.00 | 11,692.75 | 12,851.25 |
| 232-000-265 - Sign & Bench Program | 3,120.00 | 190.24 | 2,929.76 |
| 232-000-530 - Ditch and Culvert Pro | 3,120.00 | 300.00 | 2,820.00 |
| 232-000-545 - Street Light Program | 7,000.00 | 1,247.90 | 5,716.13 |
| 242-000-250 - SLR WasteWater Commis | 7,285.00 | | 7,285.00 |
| 242-000-251 - SLR Water Commission | 832.00 | | 832.00 |
| 242-000-255 - Maintenance Program-S | 15,600.00 | 1,047.62 | 14,383.39 |
| 242-000-260 - Useage Fees | 62,810.00 | 15,347.23 | 42,330.03 |
| 243-000-200 - Contracted Services Solid Waste | 25,540.22 | 6,073.00 | 19,467.22 |
| 243-000-270 - Recycling Program-WM | 11,101.06 | 2,758.30 | 7,362.66 |
| Total Public Works: | 199,952.28 | 38,657.04 | 154,977.44 |
| Planning and Development | | | |
| 261-000-115 - IDP (RDC,TSL,LC) | 1,000.00 | | 1,000.00 |
| 261-000-200 - Community Planning | 500.00 | | 392.48 |
| 261-000-215 - Subdivision Appeal Bo | 936.00 | | 936.00 |
| 261-000-220 - Municipal Planning Co | 936.00 | | 936.00 |
| Total Planning and Development: | 3,372.00 | 0.00 | 3,264.48 |
| Recreation | | | |
| 272-000-510 - Parks and Playgrounds | 22,202.12 | 4,347.28 | 17,854.84 |
| 272-000-250 - Buoy Programs | 4,500.00 | | 4,500.00 |
| 274-000-850 - Parkland Regional Lib | 1,821.00 | 504.99 | 835.07 |
| 212-403-220 - FCSS Sylvan Lake | 3,438.60 | | 3,438.60 |

Report Date
2022-04-22 8:51 AM

Summer Village of Jarvis Bay
Operating Budget
For the Period Ending March 31, 2022

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| | Budget | Year to Date | Budget Remain |
|---------------------------------------------------|-------------------|--------------------|--------------------|
| 274-000-510 - Operational Recreation Grants - ICF | 15,975.00 | | 15,975.00 |
| Total Recreation: | 47,936.72 | 4,852.27 | 42,603.51 |
| Environment | | | |
| 243-102-150 - Red Deer River Waters | 518.00 | | 518.00 |
| Total Environment: | 518.00 | 0.00 | 518.00 |
| Total Expenditures: | 529,547.96 | 84,080.41 | 427,441.03 |
| Surplus / Deficit | 0.00 | (73,724.46) | (91,750.98) |

Report Date
2022-04-21 1:30 PM

Summer Village of Jarvis Bay
ASFF Budget Report
For the Period Ending March 31, 2022

Page 1

| | Budget | Year to Date | Budget Remain |
|----------------------------------------|-------------------|---------------------|---------------------|
| Revenue | | | |
| 101-000-130 - ASFF-Residential | 452,546.84 | | (452,546.84) |
| 101-100-130 - ASFF-non-residential | 1,360.79 | | (1,360.79) |
| 101-103-130 - DI Designated Industrial | 26.44 | | (26.44) |
| Total Revenue: | 453,934.07 | 0.00 | (453,934.07) |
| Expenditures | | | |
| 201-100-130 - ASFF - Residential | 452,546.84 | 106,790.04 | 345,756.80 |
| 201-101-130 - ASFF Non-Residential | 1,360.79 | | 1,360.79 |
| 201-300-130 - DI Designated Industrial | 26.44 | | 26.44 |
| Total Expenditures: | 453,934.07 | 106,790.04 | 347,144.03 |
| Surplus / Deficit | 0.00 | (106,790.04) | (106,790.04) |

Report Date
2022-04-21 1:30 PM

Summer Village of Jarvis Bay
Projects Budget
For the Period Ending March 31, 2022

Page 1

| | Budget | Year to Date | Budget Remain |
|--------------------------------------------------------|------------------|--------------|--------------------|
| Revenue | | | |
| 197-201-840 - Project Reserves-Tree Planting/Care | 14,500.00 | | (14,500.00) |
| 197-202-840 - Project Reserves-Highway 20 Noise Impact | 25,000.00 | | (25,000.00) |
| 197-203-840 - Project Reserves-Twin Rose ERE Fence | 25,000.00 | | (25,000.00) |
| 197-199-840 - Project Reserves - Bench Replacements | 11,000.00 | | (11,000.00) |
| Total Revenue: | 75,500.00 | 0.00 | (75,500.00) |
| Expenditures | | | |
| 297-201-840 - Project Reserves-Tree Planting/Care | 14,500.00 | | 14,500.00 |
| 297-202-840 - Project Reserves-Highway 20 Noise Impact | 25,000.00 | | 25,000.00 |
| 297-203-840 - Project Reserves-Twin Rose ERE Fence | 25,000.00 | | 25,000.00 |
| 297-199-840 - Projects Reserves - Bench Replacements | 11,000.00 | | 11,000.00 |
| Total Expenditures: | 75,500.00 | 0.00 | 75,500.00 |
| Surplus / Deficit | 0.00 | 0.00 | 0.00 |

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:

- Tree planting in the reserve across from 125 Jarvis Bay Drive is schedule in fo the Spring. The new Public Works Coordinator will need to coordinate exact dates for the the planting and 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 has received confirmation that the benches have arrived and the contractor has been sent bench locations.
- Buoy and swim line installation is scheduled to be completed prior to May 20.
- Outhouses at Petro Beach will be opened in the first week of May.
- Street sweeping has been completed.
- Crack sealing is scheduled for mid May.

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

May 3, 2022

Planning and Development

Information Item

Agenda Item: *Development Update*

Background:

Development Permit Update:

Currently there are 96 development permits issued in the Summer Villages (33 in Birchcliff, 3 in Half Moon Bay, 12 in Jarvis Bay, 23 in Norglenwold, and 25 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 |
| 12. 23 Jarvis Bay Drive | Deck (NEW) |

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

April – 1 development permit. Estimated project cost \$1,500.00

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.

April – 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**May 3, 2022****Council & Legislation****Information Item****Agenda Item: *ASVA Forest Health Management Project*****Background:**

Administration has received information from the Association of Summer Villages of Alberta (ASVA) that they were successful in receiving grant funding from the Alberta Real Estate Fund to complete a Forest Health Management Pilot Project.

A full-scale Forest Management Plan would address all aspects of forest management, including inventory, reforestation, pests, trail systems, and public consultation. An effective management plan will improve forest health, protect against wildfires, establish new tree plantings, enhance tree growth and quality, control invasive species, and provide the benefits of trees to the environment and lake health. This ASVA work is a primer to be used to help municipalities understand if they have an issue or not and if they need to do a deeper dive into their forest management.

There is no cost to the Summer Village and Administration has already signed your community up to participate. A consultant has been hired by the ASVA and he will perform the forest field assessments. Administration will provide a map of the EOS areas and the consultant will walk through these areas and provide recommendations.

Options for Consideration:

1. Council to accept as information.

Administrative Recommendations:

Council to accept as information.



Re: ASVA Forest Health Management Project

To the attention of Summer Villages CAO's and Mayors,

ASVA is reaching out to you with a timely reminder that in summer 2021 the association was successful in receiving award of grant funds from the Alberta Real Estate Fund (AREF) to complete the proposed Forest Health Management Pilot Project. There is urgency in the timelines being met for completing the engagement / field portion of this project noting that the AREF grant funds are set to expire June 16, 2022.

The project will have no financial impact to Summer Villages. All that is required in helping us to coordinate on behalf of your summer villages is to respond in request of participating so we can secure your spot. The Forest Management Expert, Toso Bozic P. Ag. will require a Boundary Map to be supplied by your Summer Village and he is prepared to perform the forest field assessments independently or with accompaniment of a designated staff member or emergency planning person if designated by you. *ASVA can coordinate the logistics on your behalf all that is required is for you to provide a name & contact if you would like to designate a "buddy"*; noting that the additional benefit received will be invaluable knowledge sharing and discovery based on recognizing the health of the forest surrounding your summer village. Regardless of which method is preferred, as part of the project deliverables a roll-up report will be provided to each of the (10) participant summer villages cataloguing forest health information specific to your summer village.

As noted in details below our consultant has provided dates of his availability to perform the 10 field assessments (noting each assessment requires 1-3 hours to complete):

April 19 – 22

May 2 - 6

May 10 - 13

*Please forward your reply prior to April 14, 2022 to register your Summer Village. In your response please advise if you will be providing a Boundary Map to have the consultant perform the assessment independently or if you will be providing the name & contact of a designated "buddy" for us to coordinate accompaniment.

To the attention of:

ASVA

Sherry Poole, Executive Director

Via email: summervillages@gmail.ca



Project Information:

Trees are a crucial element and fabric of every summer village and greatly contribute to environmental, social, and economic values of these communities. The summer villages are built around lakes, where natural native forest settings are a dominant forest cover. Most of trees in summer villages are dominated by native aspen/poplar and mixed wood of white spruce, pine, or larch forest with these two species. On private properties there are several non-native species such as variety of cherries, shrubs and few tree species like elm, linden, and others. The majority of forests in summer villages are mature or entering a maturity stage which can create some problems **such as an increase in potential of fire, insect and disease outbreaks or the introduction of non-native trees and shrubs in their natural areas.**

ASVA's purpose is to provide direct education and professional support to Summer Village's about value and management of trees/forest land in a community setting. ASVA obtained a grant from Alberta Real Estate Foundation to provide following professional tree/forestry advice and assistance to Summer Village representatives (a total of 10 Summer Villages).

- This advice will entail topics or areas of interest such as:
 - Natural forest management principles,
 - Forest health,
 - Increase awareness of potential fire hazard in your community,
 - Criteria for choosing tree selection and planting.

Trees/forest in your summer village provide many tangible benefits to community populations including:

- reducing summer heat (cooling effects)
- protecting from cold winter winds (heating effects),
- enhancing cultural and spiritual experience,
- increasing property values by up to 20 %,
- improving well-being through stress reduction and increased comfort,
- helping storm water management,
- providing a place to play and relax,
- reducing noise and dust effects
- providing a home to many wildlife species

Summer Village of Jarvis Bay

Finance

Request for Decision

Agenda Item: *Surplus Distribution*

Background:

The 2021 annual Audited Financial Statements are now complete and have been submitted to the Province.

The attached spreadsheet is for Council to review and determine how they would like the 2021 surplus funds to be distributed.

Options for Consideration:

- Advise Administration where Council wishes accumulated surplus funds to be distributed.
- Create any new Reserve accounts for future growth as Council sees necessary for their 5 year plans.

Administrative Recommendations:

That Council discusses and redistributes surplus amount on the live Proposed Allocation spreadsheet.

Authorities:

MGA (Section 283.1) A new requirement in the MGA provides that municipalities must adopt, at a minimum, written three-year financial plan and a five-year capital plan and Council must review and update the plans annually.

Summer Village of Jarvis Bay
Proposed Allocation of Surplus on May 5, 2022

| Current Financial Surplus & Reserves | Current Balances | Council Targets | Over/Under Target |
|-------------------------------------------------|-------------------------|------------------------|--------------------------|
| Unrestricted Surplus | 82,129.52 | 10,000.00 | 72,129.52 |

Operating Reserves

| | | | |
|---------------------------------|-------------------|-------------------|-------------------|
| General Contingency Reserve | 277,928.44 | 360,000.00 | -82,071.56 |
| Environment Reserve | 260,000.00 | 260,000.00 | 0.00 |
| Mill Rate Stabilization Fund | 50,000.00 | 50,000.00 | 0.00 |
| Total Operating Reserves | 587,928.44 | 670,000.00 | -82,071.56 |

Capital Reserves

| | | | |
|---------------------------------------------|---------------------|---------------------|-------------------|
| Water & Sewer Reserve | 400,000.00 | 400,000.00 | 0.00 |
| Roads, Streets, etc. Reserve | 400,000.00 | 400,000.00 | 0.00 |
| Twin Fawns Walkway Bridge | 30,000.00 | 30,000.00 | 0.00 |
| Information Technology & Facilities Reserve | 3,000.00 | 8,000.00 | -5,000.00 |
| Capital Replacement Reserve | 248,000.00 | 0.00 | 248,000.00 |
| Fleet Replacement Reserve | 8,950.32 | 10,000.00 | -1,049.68 |
| Enforcement Reserve | 3,108.96 | 0.00 | 3,108.96 |
| Jarvis Glen Street Light Reserve | 6,600.00 | 10,000.00 | -3,400.00 |
| Total Capital Reserves | 1,099,659.28 | 858,000.00 | 241,659.28 |
| TOTAL RESERVES | 1,687,587.72 | 1,528,000.00 | 159,587.72 |

| Adjusted Financial Surplus & Reserves | Current Balances | Council Targets | Over/Under Target | Allocation | Revised Balances | Over/Under Target |
|--------------------------------------------------|-------------------------|------------------------|--------------------------|-------------------|-------------------------|--------------------------|
| Unrestricted Surplus | 82,129.52 | 10,000.00 | 72,129.52 | 0.00 | 82,129.52 | 72,129.52 |

Operating Reserves

| | | | | | | |
|---------------------------------|-------------------|-------------------|-------------------|-------------|-------------------|-------------------|
| General Contingency Reserve | 277,928.44 | 360,000.00 | -82,071.56 | 0.00 | 277,928.44 | -82,071.56 |
| Environment Reserve | 260,000.00 | 260,000.00 | 0.00 | | 260,000.00 | 0.00 |
| Mill Rate Stabilization Fund | 50,000.00 | 50,000.00 | 0.00 | | 50,000.00 | 0.00 |
| Total Operating Reserves | 587,928.44 | 670,000.00 | -82,071.56 | 0.00 | 587,928.44 | -82,071.56 |

Capital Reserves

| | | | | | | |
|---------------------------------------------|---------------------|---------------------|-------------------|-------------|---------------------|-------------------|
| Water & Sewer Reserve | 400,000.00 | 400,000.00 | 0.00 | | 400,000.00 | 0.00 |
| Roads, Streets, etc. Reserve | 400,000.00 | 400,000.00 | 0.00 | | 400,000.00 | 0.00 |
| Twin Fawns Walkway Bridge | 30,000.00 | 30,000.00 | 0.00 | | 30,000.00 | 0.00 |
| Fleet Reserve | 8,950.32 | 10,000.00 | -1,049.68 | | 8,950.32 | -1,049.68 |
| Information Technology & Facilities Reserve | 3,000.00 | 8,000.00 | -5,000.00 | | 3,000.00 | -5,000.00 |
| Capital Replacement Reserve | 248,000.00 | | | | 248,000.00 | 248,000.00 |
| Enforcement Reserve | 3,108.96 | | | | 3,108.96 | 3,108.96 |
| Street Light Reserve | 6,600.00 | 10,000.00 | -3,400.00 | | 6,600.00 | -3,400.00 |
| Total Capital Reserves | 1,099,659.28 | 858,000.00 | -9,449.68 | 0.00 | 1,099,659.28 | 241,659.28 |
| TOTAL RESERVES | 1,687,587.72 | 1,528,000.00 | -91,521.24 | 0.00 | 1,687,587.72 | 159,587.72 |

Summer Village of Jarvis Bay

May 3, 2022

Council & Legislation

Request for Decision

Agenda Item: *National Accessibility Week*

Background:

Mayor Maplethorpe received the attached letter from Barrier-Free Alberta asking for Council's support. Barrier-Free Alberta is an organization committed to ensuring people with disabilities have an equal opportunity to participate in all aspects of society.

There are 3 ways Council can show their support:

- 1) Sign onto the support form as an elected official
- 2) Arrange for a 30-minute presentation to discuss how Alberta can become a barrier-free province
- 3) Share the information at a Council meeting.

Options for Consideration:

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

Administrative Recommendations:

Council to discuss and provide direction to Administration.

From: VAD Accessibility <accessibility@vadsociety.ca>
Sent: April 7, 2022 10:52 AM
To: Information <information@sylvansummervillages.ca>
Subject: National AccessAbility Week

Mayor Julie Maplethorpe
Bay 8, 14 Thevenaz Industrail Trail
Sylvan Lake, Alberta T4S 2J5

Re: National AccessAbility Week

Dear Mayor Julie Maplethorpe,

Barrier-Free Alberta is an initiative facilitated by a group of passionate and engaged citizens and organizations committed to ensuring persons with disabilities in our province have the opportunity to meaningfully take part in the economic and social fabric of our society. Although progress has been made toward being a Barrier-free province, Albertans with disabilities still face significant challenges in moving their lives forward.

In recognition of National AccessAbility Week, Sunday May 29th to June 4th 2022, we are asking for elected officials to

- [Sign onto our support form](#) as an elected official
- [Arrange a 30 minute presentation](#) to discuss how Alberta can become a Barrier-free province.
- Share this information at your next council meeting.

We value your support in recognizing National AccessAbility Week, ensuring persons with disabilities have an equal chance to participate in all aspects of Canadian society.

Sincerely,

Barrier-Free Alberta

Summer Village of Jarvis Bay

May 3, 2022

Public Works

Request for Decision

Agenda Item: *Tree Removal Policy*

Background:

Council has requested that Administration bring forward the Tree Removal Policy for review. Administration has prepared a draft revision to the policy for Council to review and amend as required.

Options for Consideration:

1. Council move to adopt the policy as presented
2. Council move to adopt the policy with amendments
3. Council move to have the policy brought back with further amendments

Administrative Recommendations:

That Council move to adopt the policy as presented

Authorities:

MGA 201 (c) "A council is responsible for
a) developing and evaluating the policies and programs of the municipality;"



| | | |
|----------------------------|--------------------|----------------|
| Policy Title | Date | Resolution No. |
| Tree Removal Policy | May 3, 2022 | |

Purpose

The purpose of this policy is to provide a procedure for the safe removal of hazardous trees on Municipal Reserves and Pathways, while remaining committed to being good and effective stewards of the environment.

Policy Statement and Guidelines

1. On an annual basis Public Works, in conjunction with professional consultant if required, will review Reserves and identify trees, as diseased, dead and /or hazardous that require removal. In cases where 5 or more trees in one reserve require removal they will be flagged and reviewed by Council prior to removal.
2. The Summer Village Administration is to remove identified issues and hire a certified faller to fall any trees that are in a dangerous location. The certified faller will not utilize any motorized equipment for mulching, clearing and/or chipping purposes within the Reserves, so as to protect the existing underbrush, emerging vegetation and wildlife inhabiting the area. Motorized equipment includes but is not limited to construction equipment, vehicles, all-terrain vehicles, trailers, etc.
3. No person should damage, destroy, cut down or otherwise harm any tree, shrub or land designated as the Reserve without the consent of Administration.
4. If a hazardous tree is at risk of falling on private property, the Summer Village Administration will have the tree removed using a certified faller.

5. Penalties will be enforced if removal of trees on the Municipal Reserve or Pathways is done by any individual not contracted or permitted by the Summer Village Administration.
6. A re-vegetation assessment will occur after any significant tree falling operations (meaning 5 or more trees in one reserve).

Summer Village of Jarvis Bay

May 3, 2022

Public Works

Request for Decision

Agenda Item: *Noise Study Proposals*

Background:

Council has requested that Administration bring forward proposals for a desktop level study on noise levels coming off highway 20 and measures that could potentially be taken to reduce noise in the village. Attached are proposals from Stantec and WSP.

Administration is recommending to accept the Stantec proposal based on cost but if Council is looking for more detailed results the WSP proposal offers a more in-depth study.

Options for Consideration:

1. Council move to accept the proposal provided by Stantec.
2. Council move to accept the proposal provided by WSP.
3. Council move to have Administration provide additional options.

Administrative Recommendations:

That Council move to accept the proposal provided by Stantec.

Authorities:

MGA 201 (c) "A council is responsible for

a) developing and evaluating the policies and programs of the municipality;"



Stantec Consulting Ltd.
200 - 325 25th Street SE Calgary AB T2A 7H8

March 11, 2022
File: 1136899007

Attention: Chris Loov
Summer Villages on Sylvan Lake
#2 Erickson Drive, Sylvan Lake, AB T4S 1P5
cloov@sylvansummervillages.ca
403-887-2822

Dear Chris,

Reference: Jarvis Bay Highway Noise Study

Stantec Consulting Ltd. (Stantec) is pleased to present this proposed scope of work and cost estimate for the preparation of a highway noise study for the Jarvis Bay community located in Sylvan Lake, Alberta. The Jarvis Bay community is located east of Sylvan Lake and west of Highway 20. Highway 20 is running north and south adjacent to the Jarvis Bay community. Stantec discussed the background information with Summer Villages of Sylvan Lake on February 24, 2022. The work scope includes a high-level opinion on factors and options (e.g., barrier, speed reduction, tree planting) that may help with traffic noise reduction for Highway 20 to the Jarvis Bay community. The following sections provide more details on the proposed tasks

Noise Modelling

A road traffic noise model will be prepared by Stantec to predict noise effects for the project area based on existing traffic data. The noise model will predict traffic noise level at receptors along the Highway 20 within the study area. The assessment area includes the section of Highway 20 between Township Road 392 and Highway 11A with a 1 km buffer along Highway 20. Existing traffic volume information such as Average Annual Daily Traffic (AADT) for Highway 20 (between Township Road 392 to Highway 11A), and Township Rd 391 will be required for the noise model. Publicly available terrain data will be incorporated in the noise model.

Noise modelling will be conducted using the latest CadnaA computer software. CadnaA implements the International Organization for Standardization (ISO) 9613-1, ISO 9613-2 and US Federal Highway Administration (FHWA) Traffic Noise Model (TNM), which are internationally recognized standards and accepted by Alberta, BC, and Ontario regulators for sound propagation modelling.

Recommendations

The assessment will provide a high-level opinion on factors and options (e.g., barrier, speed reduction, tree planting) that can help with traffic noise reduction for Highway 20 to the Jarvis Bay community.

March 11, 2022

Chris Loov

Page 2 of 3

Reference: Jarvis Bay Highway Noise Study

Information Requirement

The following information is required to conduct the noise study for the road sections along Highway 20 between Township Road 392 to Highway 11A, and Township Rd 391:

- Traffic volume (e.g., ASDT, AADT, daytime and nighttime volume)
- Speed limits and location of speed signages
- Percentage of heavy truck volume

Reporting

At completion of the work, Stantec will prepare a noise study report which documents the methods, assumptions, model results, and recommendations. The prediction traffic noise level at the “most impacted” receptors will be presented in 24 hours equivalent sound level ($L_{eq, 24hrs}$). In addition, the report will include noise contour graph(s) of the study area to present noise level within the assessment area.

Assumptions

The work scope and budget are based on the following assumptions:

- No field work is required.
- Information for the highways and township roads are available.
- One round of client's review for the report
- Recommendation for noise mitigation will be high-level
- Traffic noise from Township 392 and Highway 11A is not included.

Cost Estimate

Stantec's estimated level of effort and cost to undertake the proposed work scope is estimated to be \$3,800 (including disbursement and excluding GST).

March 11, 2022
Chris Loov
Page 3 of 3

Reference: Jarvis Bay Highway Noise Study

Closure

Stantec trusts that this proposal meets Summer Villages of Sylvan Lake requirements. Should you require any additional information please contact the undersigned.

Regards,
Stantec Consulting Ltd.



Jonathan Chui P.Eng. P. Eng.
Senior Noise Specialist
Mobile: 403-689-8740
jonathan.chui@stantec.com

Brad Vander Heyden P.Eng.
Project Manager
Phone: 403-598-3463
brad.vanderheyden@stantec.com

By signing this proposal, Summer Villages of Sylvan Lake authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on _____(date)

Per: Summer Village of Jarvis Bay

Print Name & Title

Signature

TECHNICAL MEMORANDUM

DATE April 14, 2022

TO Chris Loov | Public Works Coordinator
Summer Villages on Sylvan Lake

CC Jara Spence (WSP)

FROM Craig Suchy(WSP)/Andrew Faszer(Golder)

Proposal No. CX22522651

PROPOSAL – SUMMER VILLAGE OF JARVIS BAY - HIGHWAY NOISE ASSESSMENT AND MITIGATION STUDY

1.0 INTRODUCTION

The Summer Village of Jarvis Bay (SV) is seeking a consultant to complete a desktop noise assessment and mitigation study for the portion of Highway 20 near SV.

WSP and its affiliate Golder Associates Ltd. (Golder) would be pleased to support the SV with a noise assessment and mitigation study for Highway 20 (hereafter referred to as the Project). WSP/Golder's proposed scope of work and cost estimate for the Project are presented in this technical memorandum.

2.0 OBJECTIVES

The Project has four key objectives:

- use desktop methods to estimate current and future highway noise levels at receptors within Jarvis Bay
- identify noise mitigation options that could be implemented to reduce highway noise levels
- use desktop methods to evaluate the effectiveness of mitigation options at reducing highway noise levels
- estimate costs associated with construction of the various mitigation options

3.0 SCOPE OF WORK

WSP/Golder will use desktop resources to establish current traffic volumes on Highway 20 near Jarvis Bay. Relevant traffic data can be obtained from the Government of Alberta's *Open Data* website (Alberta 2022); Project-specific traffic data that may be supplied by SV will also be considered in the analysis. Ideally, traffic volumes can be characterized using the Annual Summertime Daily Traffic (ASDT) parameter. However, if summertime data is not available, traffic volumes will be characterized using the Average Annual Daily Traffic (AADT) parameter. WSP/Golder will also establish expected traffic volumes on Highway 20 ten years in the future (i.e., expected traffic volumes in the year 2032). Preliminary review of desktop resources indicates there are no publicly available traffic forecasts for Highway 20 near Jarvis Bay. In the absence of forecast data, WSP/Golder will estimate future traffic volumes (either ASDT or AADT) using a nominal growth rate of 2.5% per year.

WSP/Golder will use a computer model to predict current and future highway noise levels at sensitive receptors within Jarvis Bay. Sensitive receptors for use in the noise modelling will consist primarily of residential dwellings but other types of receptors (e.g., parks, campgrounds, schools) can be included if requested by SV. The computer model will be developed based on the United States Department of Transportation (US DOT) Traffic Noise Model (TNM), which is a software tool used in jurisdictions across North America to predict noise levels from road traffic (US DOT 2022). The TNM tool accounts for traffic volumes, traffic composition (e.g., passenger cars vs. heavy trucks), speed limits, and traffic control devices (e.g., stop signs).

Potential impacts from current and future highway noise levels will be assessed using an Alberta Transportation guidance document (Alberta Transportation 2002), which recommends that mitigation be considered if the average noise level over a 24-hour period ($L_{eq,24}$) exceeds 65 A-weighted decibels (dBA). The Alberta Transportation guidance document regulates “*highways under provincial jurisdiction within cities and urban areas*”, and so the 65 dBA threshold is not strictly applicable to Highway 20 near the SV. Nevertheless, the Alberta Transportation guideline provides a useful framework for evaluating potential noise impacts. Where appropriate, Golder may also consider guidance from a British Columbia Ministry of Transportation and Infrastructure (BC MoTI) guideline, which provides a system for classifying traffic noise impacts at receptors into four categories: “no impact”, “minor impact”, “moderate impact”, and “severe impact” (BC MoTI 2016).

WSP/Golder will identify mitigation options that could be used to reduce highway noise levels at sensitive receptors within the SV. Mitigation options will likely include barrier walls and/or berms along the west side of Highway 20. WSP/Golder will use the TNM computer model to quantify the effectiveness of the various mitigation options in terms of predicted noise reduction at sensitive receptors. When evaluating mitigation options, WSP/Golder will consider guidance from the BC MoTI, which indicates “*[t]o be considered sufficiently effective, mitigation measures must be able to reduce total noise exposures... by at least 5 dBA*” (BC MoTI 2016). Golder will use professional judgement/experience to develop high-level cost estimates for construction of the various noise mitigation options.

4.0 DELIVERABLES

Results from the noise assessment and mitigation study for Highway 20 will be presented in a technical memorandum. The technical memorandum will:

- present existing and future traffic volumes on Highway 20
- identify sensitive receptors within the SV
- describe the computer TNM model used to predict highway noise levels at sensitive receptors
- present current and future highway noise levels without noise mitigation and evaluate noise impacts in the context of relevant thresholds (Alberta Transportation 2002; BC MoTI 2016)
- identify potential mitigation options that could be implemented to reduce highway noise levels
- present current and future highway noise levels after implementation of mitigation options and evaluate the effectiveness of the various mitigation options in the context of relevant thresholds (Alberta Transportation 2002; BC MoTI 2016)
- provide high-level cost estimates for the mitigation options and evaluate each mitigation

5.0 SCHEDULE

WSP/Golder is available to commence work on the Project immediately upon receipt of SV's formal authorization to proceed. A conceptual Project schedule is provided below.

- April 15, 2022 – SV provides Golder with formal authorization to proceed.
- April 29, 2022 (i.e., two weeks after authorization to proceed) – WSP/Golder provides SV with a draft technical memorandum summarizing results of the noise assessment and mitigation study.
- May 6, 2022 – SV provides comments/feedback on the draft technical memorandum.
- May 11, 2022 (i.e., three business days after receipt of SV feedback) – Golder provides a final version of the technical memorandum summarizing results of the noise assessment and mitigation study, which incorporates SV's feedback on the draft memorandum.

6.0 ASSUMPTIONS AND LIMITATIONS

- No field work is required. The noise assessment and mitigation study for Highway 20 will be completed using desktop methods.
- The proposed scope of work includes TNM computer modelling for two temporal snapshots of Highway 20: current traffic volumes and expected traffic volumes ten years in the future. WSP/Golder would be pleased to model additional temporal snapshots, but this effort would require approval of a change order.
- The proposed scope of work includes development of high-level cost estimates for noise mitigation options (based on professional judgment/experience) but does not include detailed design or engineering of noise mitigation. WSP/Golder would be pleased to provide detailed engineering services, but this effort would require approval of a change order.
- The sole deliverable will be a technical memorandum presenting the results of the noise assessment and mitigation study. WSP/Golder will provide a draft of the memorandum to SV for one round of review and comment. WSP/Golder will then provide a final version for the memorandum that incorporates SV's feedback.
- The proposed scope of work does not include meetings to discuss Project results with SVSL and/or residents of the SV. WSP/Golder would be pleased to participate in meetings with local stakeholders, but this effort would require approval of a change order.

7.0 COST ESTIMATE

WSP/Golder's charges will be on a time and materials basis in accordance with the attached *Authorization to Proceed and Consulting Services Agreement*. Table 1 presents estimated costs to complete the proposed scope of work. Please note that all costs are presented exclusive of GST.

Table 1: Estimated Costs (excluding GST)

| Task | Estimated Cost |
|--------------------|----------------|
| Project Management | \$1,730 |
| Noise Modelling | \$2,340 |

| Task | Estimated Cost |
|------------------|----------------|
| Noise Mitigation | \$2,770 |
| Reporting | \$3,140 |
| Total | \$9,980 |

8.0 CLOSURE

We trust the above meets your present requirements. If you wish to proceed with the proposed scope of work, please sign the attached *Authorization to Proceed* and return it to the undersigned via email (craig.suchy@wsp.com). If you have any questions or require additional details, please contact the undersigned via email or telephone (403-314-6355).

Thank you for considering WSP/Golder for this work.

WSP/GOLDER

Craig Suchy, P. Eng
Project Engineer

Andrew Fazer, INCE, PEng
Senior Engineer

VY/

9.0 REFERENCES

Alberta (Government of Alberta). 2022. Open Data – Traffic Volumes at Points on the Highway.
<https://open.alberta.ca/opendata/traffic-volumes-at-points-on-the-highway> Accessed April 6, 2022.

Alberta Transportation. 2002. Noise Attenuation Guidelines for Provincial Highways under Provincial Jurisdiction within Cities and Urban Areas.

BC MoTI (British Columbia Ministry of Transportation and Infrastructure). 2016. Policy for Assessing and Mitigating Noise Impacts from New and Upgraded Numbered Highways.

US DOT (United States Department of Transportation). 2022. Traffic Noise Model.
https://www.fhwa.dot.gov/environment/noise/traffic_noise_model/ Accessed April 6, 2022.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Except if a different interpretation is required by the context, the following terms shall have the following meanings:

- (a) **Affiliate** has the meaning given to such term in the *Canada Business Corporations Act* or in any replacement thereof or supplement thereto in effect, which meaning shall apply *mutatis mutandis* to partnerships, general partnerships and limited partnerships.
- (b) **Agreement** means (i) the Proposal, (ii) the General Terms and Conditions, (iii) the Purchase Order(s) and (iv) all the other attachments indicated in the Proposal, provided the parties have agreed in writing to be bound by the General Terms and Conditions and have not executed a Services Agreement.
- (c) **Claim** or **Claims** means, as the case may be, one or more of the following: losses, damages, fees, disbursements, penalties, fines, claims, formal demands, motions, petitions or applications, proceedings, legal hypothecs, charges, obligations imposed by law, liabilities, judgments, decisions, decrees, arbitral awards, taxes of any and all kinds, and any other types of costs or expenses (including reasonable lawyers' fees and reasonable expenses incurred thereby), plus the related interest at a rate of one percent (1%) per month.
- (d) **Client** means the party named in the agreement as being the recipient of the services.
- (e) **Completion** means the full and complete performance of the services in accordance with the Agreement.
- (f) **Confidential Information** means all information of a confidential nature, in whatever form and on whatever medium, that the Client and WSP obtain from the other party to the Agreement, directly or indirectly, including information concerning the Client or WSP, particularly regarding the business, affairs, financial position, assets, operations, activities, prospects or trade secrets of such party, as well as all analyses, assessments, compilations, notes, studies or other documents that the Client or WSP, as the case may be, or their respective Personnel have performed or prepared and that rely on or contain such information.
- (g) **Deliverables** means the drawings, plans, models, specifications, reports, photographs, surveys, calculations and other data, including the computer printouts, that shall be used in connection with the Agreement and shall be prepared by or on behalf of WSP.
- (h) **Force Majeure Event** means an event or circumstance beyond the control of a party to this Agreement that hinders or delays the performance by said party of its obligations under the Agreement and that, despite reasonable diligence and proper planning, said party was not or is not able to avoid or overcome.
- (i) **General Terms and Conditions** means this document entitled "General Terms and Conditions" and forming part of the Agreement.

- (j) **Hazardous Substance** means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical product, contaminant, dangerous good, component or other material that is, or becomes, listed in, governed by or subject to a Law or regulation applicable to its use, manufacture, importation, handling, transport, storage, dumping and treatment.
- (k) **Law** or **Laws** means, collectively, all valid and applicable common law, federal, provincial, municipal and other local laws, orders, rules, regulations, bylaws and regulatory body decisions, including occupational health and safety, fire, employment insurance, workers' compensation and environmental protection legislation, building codes, anti-corruption laws or international conventions, that apply now or may apply in the future, and other governmental requirements, labour practices and procedures prescribed by law and related to the Project or the Services.
- (l) **Person** means a natural person, business corporation, company, joint venture, unincorporated association, union, partnership (limited or general), limited liability partnership, trust, trustee, executor, judicial administrator or other legal representative or any other enterprise or association.
- (m) **Personnel** means a party's directors, officers, employees, contractual personnel, representatives, advisors, agents and mandatories, which definition shall also apply *mutatis mutandis* to a party's Affiliates.
- (n) **Project** means the project indicated in the Agreement.
- (o) **Proposal** means the service proposal submitted to the Client by WSP and dated 14/04/2022.
- (p) **Purchase Order** means, if applicable, the purchase orders established by the Client and bearing the numbers N/A.
- (q) **Services Agreement** has the meaning given to such term in Subsection 19.1 hereof.
- (r) **Services** means the services indicated in the Agreement.
- (s) **Site** means the place where the Project is located.
- (t) **WSP** means WSP Canada Inc.

2. INTERPRETATION

- 2.1 **Precedence.** In the event of conflict or inconsistency between the documents forming part of the Agreement, the following shall have precedence, from first to last:
 - (a) these General Terms and Conditions;
 - (b) the Proposal, excluding the General Terms and Conditions and the attachments;
 - (c) if applicable, the other attachments to the Proposal;
 - (d) if applicable, the Purchase Orders.
- 2.2 **Severability.** If any term, covenant or condition of these General Terms and Conditions is, to any extent, held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining General Terms and Conditions other than the General Terms and Conditions

GENERAL TERMS AND CONDITIONS

that were deemed invalid or unenforceable, and each remaining term, condition or covenant shall be separately valid and enforceable to the fullest extent permitted by Law.

3. SCOPE OF SERVICES

3.1 **Services.** WSP shall provide the Services in accordance with the Agreement.

3.2 **Time.** WSP shall provide the Services and deliver each of the Deliverables in accordance with the work schedule included in or attached to the Proposals.

4. OBLIGATIONS

4.1 **Standard of Care.** WSP shall provide the Services with such degree of care, skill and diligence as is normally exercised by engineers or consultants in the performance of comparable services at the time and place where the Services are provided.

4.2 **Obligations of the Client.** The Client shall discharge all of its responsibilities without delay and shall study WSP's requests for information, instructions or decisions without delay and respond thereto diligently within a reasonable time so as not to delay performance of the Services.

4.3 **Information and Data.** The Client shall make available to WSP all Project-related information and data required by WSP for the performance of the Services and, upon receipt of a notice from WSP, shall perform any ancillary service that is necessary to enable WSP to provide the Services.

4.4 **Access to the Site.** The Client shall take the necessary steps to ensure that WSP has access to the Site if such access is necessary for the performance of the Services.

4.5 **Permits.** The Client shall obtain from the government authorities or any other persons all permits, approvals and licences and any other authorizations or rights that are required to carry out the Project.

5. CHANGES

5.1 **Changes.** The Client or WSP may at any time propose to the other party changes to the Services, including the addition or removal of Services, changing the work schedule and advancing or postponing the delivery of all or part of the Services.

5.2 **Change compensation.** If a proposed change causes, directly or indirectly, an increase or decrease in Service delivery times or costs, the Client and WSP shall negotiate in good faith, without delay, a fair adjustment to the schedule or a financial compensation or both, and shall amend the Agreement in writing accordingly.

5.3 **Performance.** WSP shall not proceed with any proposed changes if the Agreement has not been amended in writing by the two parties to reflect the schedule adjustments or a financial compensation or both.

6. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

6.1 **Deliverables.** The Deliverables shall be the exclusive property of WSP, whether or not work has been performed in connection with the Project. WSP shall retain the copyrights thereon and on any work that may result therefrom. The Client may retain a copy of the Deliverables in its files.

6.2 **Exclusive Use by Client.** Reports, opinions, findings, recommendations, including expert testimony, or other documents prepared under this Agreement are prepared for the exclusive use of the Client identified as the intended recipient. WSP is not responsible for the use of, or reliance on, these documents by any other party without the written consent of WSP. WSP accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on these documents.

6.3 **Intellectual Property Rights.** WSP shall retain all property rights on all patents, trademarks, copyrights, industrial property rights or other intellectual property rights and on the designs, products or processes developed or adapted by it in the performance of the Services. The Client shall not use, infringe or appropriate such exclusive rights without the prior consent of and payment of a financial compensation to WSP.

6.4 **Holdback of Deliverables.** Notwithstanding any contrary provision of the Agreement, if the Client is in default under the Agreement, including if a payment is not made by the Client when due, WSP may hold back all Deliverables until the Client has cured said default.

6.5 **Client Documents.** WSP may retain in its files a copy of all documents provided by the Client relating to performance of the Services.

7. INSURANCE

7.1 **Insurance Coverage.** WSP shall obtain, for the entire term of the Agreement, professional liability insurance with such limits per claim and aggregate annual limits as it deems reasonable, covering the professional liability incurred by WSP in the performance of the Services. At the Client's request, WSP shall provide the certificates of insurance within a reasonable time.

7.2 **Notice.** WSP and the Client shall notify one another in writing, without delay, of any event or incident that could give rise to a Claim under WSP's professional liability insurance referred to in this section, or of any other matter that WSP is required to disclose to its insurer. In addition, the Client shall provide WSP with all information, reports and documents and any assistance that may be reasonably necessary for the insurance claim to be settled without delay.

8. LIABILITY AND INDEMNIFICATION

8.1 **Liability of the Parties.** Subject to the limitations of liability indicated in Section 9, each party shall indemnify and save harmless the other party and their respective Affiliates, mandataries, agents and Personnel from and against Claims attributable to the following:

- (a) third persons;
- (b) the negligent or wrongful acts or omissions of the indemnifying party or of any person under the indemnifying party's responsibility.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** Each party's liability with respect to the Claims that may be made against it or its Affiliates, mandataries, agents and Personnel, under the Agreement or affecting the Services in any way whatsoever, whether based in contract, tort (including negligence) or any other theory of liability, notwithstanding any other provision of the Agreement, shall be limited to the aggregate amount payable by the Client in consideration of the Services under the Agreement.

GENERAL TERMS AND CONDITIONS

- 9.2 **Indirect Damages.** The parties shall in no case be liable for indirect or exemplary damages or for damages for loss of profits or income, loss of clients, loss of reputation, loss of financing or loss of business opportunity.
- 9.3 **Prescription Period.** No claim may be made against WSP or its Affiliates, mandataries or agents, including the insurers and their respective personnel, more than one year (or beyond the prescription period provided by law in the jurisdiction in which the Project is carried out) after the Completion of the Services.
- 9.4 **Hazardous Substances.** WSP shall not be responsible for the identification, reporting, analysis, presence, handling, removal or elimination of hazardous substances found on or near the Site, unless otherwise indicated in the Agreement, nor shall it be liable for the exposure of persons, property or the environment to such hazardous substances.
- 9.5 **Information from the Client.** The Consultant shall have the right to assume that all information and data provided by or on behalf of the Client and all information provided by the government authorities and public utilities is accurate and complete.
- 9.6 **Acts of Third Parties.** The Consultant shall not be liable for the acts or omissions of the Client's consultants, the contractors, the subcontractors, the suppliers or the service providers in relation to the Project or for the work they performed. The Consultant shall not monitor, direct or supervise the methods, means, techniques, sequences or construction processes employed by the contractors, subcontractors or service providers in relation to the Project.
- 9.7 **Independent Expert.** The Consultant shall not be liable for any opinions provided by any independent expert engaged by the Client, even if said expert is recommended by the Consultant.
- 9.8 **Manufacturing Defects.** The Consultant shall not be liable for manufacturing defects in equipment, materials or supplies specified or recommended by it.
- 9.9 **Safety.** The Consultant shall not be responsible for the safety measures and programs required for the Project or for general safety at the Site pursuant to the applicable health and safety laws.
- 10. FORCE MAJEURE EVENT**
- 10.1 **Force Majeure Event.** If, owing to a Force Majeure Event, either party is unable to fulfill its obligations under the Agreement, the obligations of such party shall be suspended for the period during which and to the extent that the Force Majeure Event continues to have such effect.
- 11. INDEPENDENT CONTRACTOR**
- 11.1 **Independent Contractor.** Unless otherwise indicated in the Agreement, WSP shall be an independent contractor and not an agent or mandatary of the Client.
- 12. PAYMENT**
- 12.1 **Payment.** WSP shall invoice the Client every month, and the Client shall pay the invoices within thirty (30) days of receipt thereof. If the Client determines that an invoice contains amounts that, in its estimation, it does not owe to WSP, it shall notify WSP within ten (10) days of receipt of the invoice. If the Client does not notify WSP within said ten (10) days, it shall be deemed to have accepted the amounts indicated on the invoice issued by WSP.
- 12.2 **No holdback.** Notwithstanding any other provision of the Agreement, there shall be no holdback of payment for the Services.
- 12.3 **Interest.** The amounts that either party pays to the other party when due under the Agreement shall bear interest as of the initial due date until the actual date of payment, inclusive, at a rate of one percent (1%) per month.
- 13. SUSPENSION OR TERMINATION**
- 13.1 **Expiry or Termination.** The Agreement shall terminate at the earlier of the following dates:
- (a) the Completion date;
 - (b) the termination date if the termination occurs in accordance with this section.
- 13.2 **Termination by the Client.** In the event of a material failure by the Consultant to fulfill any of its obligations under the Agreement, the Client shall notify the Consultant that the default must be cured. If the Consultant fails to cure the default within thirty (30) days of receipt of such notice, if the default cannot be cured immediately, or if the Consultant fails to take reasonable measures within such time to cure it, the Client may terminate the Agreement by a new notice to the Consultant. Such termination shall not relieve the Client of its obligation to pay all of the amounts owed by it to the Consultant for the Services provided up to the termination date, in addition to all the costs incurred by the Consultant up to said date, in the manner set forth in the Agreement.
- 13.3 **Suspension or Termination by WSP.** In the event of a material failure by the Client to fulfill any of its obligations under the Agreement, including if it fails to make the payments in the manner set forth in the Agreement, WSP shall notify it that the default must be cured. If the Client does not cure the default within seven (7) days of receipt of such notice, WSP may cease to provide the Services until it receives payment in full of the amounts owed to it, including accrued interest, or until the default has been cured. If the Client does not cure the default within fifteen (15) days of receipt of the default notice given by WSP, WSP may terminate the Agreement by providing a new notice to the Client. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the termination date, in addition to all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.4 **Suspension or Termination by the Client.** If the Client does not intend or is not able to implement the Project, it may suspend or terminate the Agreement by thirty (30) days' notice to WSP. Upon receipt of such notice, WSP shall cease to provide the Services, except for those Services that are reasonably necessary to enable the suspension or termination of the part of the Project for which it is responsible. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the suspension or termination date, in addition to all costs incurred by WSP up to said date and all reasonable suspension or termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.5 **Rights of WSP.** If the Client suspends the performance of the Services at any time whatsoever for more thirty (30) days, whether those days are consecutive or not, WSP may choose, in its entire discretion, to terminate the Agreement upon

GENERAL TERMS AND CONDITIONS

delivery of a notice to the Client. If applicable, the Client shall pay without delay any Compensation that it owes to WSP for the Services provided up to the termination date and all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

14. CONFIDENTIALITY

- 14.1 **Confidential Information.** All confidential information received by a party to the Agreement shall be treated as strictly confidential and shall not (i) be disclosed to a third party or (ii) be used in any manner whatsoever, directly or indirectly, for a purpose other than the performance of the Services, subject to the prior consent of the party that provided the confidential information, which consent shall not be unreasonably withheld.

15. DISPUTE RESOLUTION

- 15.1 **Negotiations.** In the event of a dispute between the parties regarding the Agreement, the parties shall use all reasonable efforts to resolve the dispute amicably. The parties agree to openly disclose all relevant information and provide all relevant documents within the prescribed time periods without prejudice to the rights and remedies available to them.
- 15.2 **Unresolved Dispute.** If, after negotiations, a dispute remains unresolved, either party may bring it before the courts or, by mutual agreement, refer it to another dispute resolution process, including mediation or binding arbitration.

16. NOTICES

- 16.1 **Notices.** Notices shall be given in writing at the party's address indicated in the Agreement. Notices may be delivered in person or by courier or sent by facsimile or electronic mail.

17. SURVIVAL OF PROVISIONS

- 17.1 **Survival of Provisions.** In addition to the provisions of the Agreement that, by their very nature, shall continue in full force and effect after the termination or expiry of the Agreement, the following sections shall continue in full force and effect after the termination or expiry of the Agreement: Section 6 *Ownership of Deliverables and Intellectual Property Rights*, Section 8 *Liability and Indemnification*, Section 9 *Limitation of Liability*, Section 14 *Confidentiality*, Section 15 *Dispute Resolution*, and Section 18 *Governing Laws*.

18. GOVERNING LAWS

- 18.1 **Governing Laws and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the province in which the Project is carried out. The parties agree, subject to Section 15 *Dispute Resolution*, to accept and attorn to the exclusive jurisdiction of the courts of the province in which the Project is carried out.
- 18.2 **Venue.** The parties hereby waive any objection based on the venue or the doctrine of *forum non conveniens* in respect of Claims resulting from the Agreement or in any way associated with or related to the Client's and WSP's business in respect to the Agreement or related operations, whether they exist on the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

19. GENERAL PROVISIONS

- 19.1 **Legally Binding Agreement.** Before the performance of the Services commences, the parties will attempt to negotiate in good faith a services agreement (the "**Services Agreement**") containing terms and conditions substantially equivalent to the General Terms and Conditions. If a Services Agreement is entered into between WSP and the Client, it shall constitute the sole legally binding agreement binding them with respect to the performance of the Services. If WSP and the Client do not enter into a Services Agreement, they agree to be bound by the General Terms and Conditions, which, in such an event, shall be the sole legally binding agreement binding them with respect to the performance of the Services.
- 19.2 **Assignment.** No party may assign the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign the Agreement, without the Client's consent, to any of its Affiliates or to a third party that amalgamates with WSP or acquires all or substantially all of WSP's assets. Subject to the foregoing, the Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and, as regards WSP, its assigns.
- 19.3 **Entire Agreement.** Subject to the provisions of Subsection 19.1 hereof, this Agreement constitutes the entire agreement between the parties and hereby cancels and replaces all previous agreements between the parties in respect of the Services.
- 19.4 **Changes.** No Change made to the Agreement shall be binding upon WSP and the Client unless it is made in writing and executed by the authorized representatives of the parties.
- 19.5 **No Waiver.** Any failure by any party to demand compliance with any term, condition or directive or to exercise any right or privilege granted to it in the event of breach or default shall not constitute a waiver of such term, condition, right or privilege.
- 19.6 **Exclusions.** Unless expressly indicated otherwise in the Agreement, the requests for proposals, tender packages or other similar documents of the Client shall not form part of the Agreement.

END OF DOCUMENT

Summer Village of Jarvis Bay

May 3, 2022

Planning and Development

Information Item

Agenda Item: *LUB Amendment – Tourist Homes*

Background:

At the last Council meeting, Council directed administration to prepare an amendment to the Land Use Bylaw to include tourist home regulations. The following is a summary of the proposed amendments for Land Use Bylaw 125/13.

1. Part One: 1.3 Definitions, add the following definition: “tourist home” – means a discretionary use wherein a dwelling unit is offered for rent to guests for less than thirty (30) days.
2. Part One: 1.7 Establishment of Fees – Revise to: Development Permit application fees and fees for other matters arising though this Land Use Bylaw will be established by Council in the Summer Village of Jarvis Bay Fees Bylaw. Council may amend the bylaw to increase, decrease or establish new fees by an amendment bylaw.
3. 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 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.
 - (g) In residential districts tourist homes shall not display any sign advertising the tourist home.
 - (h) Adequate parking must be in place on the property, of a minimum of one stall per bedroom.
 - (i) 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.
4. Part Four: (R) (R-A) (RTR) District, add the following to Discretionary Use:
Tourist Home

Attached is Bylaw #183-22 for Councils review.

Options for Consideration:

1. Give first reading to Bylaw #183-22 and schedule public hearing at next meeting, or
2. Amend Bylaw #183-22, then give first reading and schedule public hearing.

Administrative Recommendations:

Council to give first reading to Bylaw #183-22 with the public hearing scheduled at the next Council meeting.

Authorities:

Land Use Bylaw #125/13 – Council on its own initiative may give first reading to a bylaw to amend this Land Use Bylaw.

Section 230(1) of the MGA – Council must hold a public hearing before second reading of a bylaw.

SUMMER VILLAGE OF JARVIS BAY LAND USE BYLAW AMENDMENT BYLAW #183-22

Being a Bylaw of the Summer Village of Jarvis Bay, in the Province of Alberta, to authorize amendments to the Summer Village of Jarvis Bay Land Use Bylaw 125-13.

WHEREAS Section 692 of the Municipal Government Act, RSA 2000, authorizes a Council to amend a land use bylaw;

WHEREAS the Council deems it desirable to amend Land Use Bylaw 125-13;

NOW THEREFORE, the Council of the Summer Village of Jarvis Bay, in the Province of Alberta, duly assembled, hereby enacts as follows:

An amendment to the Land Use Bylaw 125/13:

1. Part One: 1.3 – Add “tourist home” definition: means a discretionary use wherein a dwelling unit is offered for rent to guests for less than thirty (30) days.
2. Part One: 1.7 Establishment of Fees – Revise to: Development Permit application fees and fees for other matters arising though this Land Use Bylaw will be established by Council in the Summer Village of Jarvis Bay Fees Bylaw. Council may amend the bylaw to increase, decrease or establish new fees by an amendment bylaw.
3. Part Three: 4(8), add the following:

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

- (h) Adequate parking must be in place on the property, of a minimum of one stall per bedroom.

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

INTRODUCED AND GIVEN FIRST READING this 3rd day of May 2022.

Julie Maplethorpe, Mayor

Tanner Evans, C.A.O.

PUBLIC HEARING HELD this 7th day of June 2022.

GIVEN SECOND READING this 7th day of June 2022.

GIVEN THIRD AND FINAL READING this 7th day of June 2022.

Julie Maplethorpe, Mayor

Tanner Evans, C.A.O.

Summer Village of Jarvis Bay

May 3, 2022

Council Reports

Information Item

Council Reports:

Julie Maplethorpe
Annabelle Wiseman
David Garratt

Committee Reports:

Correspondence:

Upcoming Meetings:

Next Council Meeting – June 7, 2022