

SUMMER VILLAGE OF SUNRISE BEACH

AGENDA

Tuesday, November 24, 2020 – In Person /Teleconference
7:00 p.m.

As per bylaw #155-2019 there will be no audio/video recordings of Council or Council
Committee Meetings

1. Call to order
2. Agenda a) Tuesday, November 24, 2020 Regular Council Meeting
(additions & deletions)
3. Minutes: 1-4 a) Tuesday, October 27, 2020 Regular Council Meeting
4. Appointments a)
5. Bylaws & Policies
6. Business
 - a) Approach on Benning property subdivision. Deputy Mayor Tremblay and Mayor Usselman wanted this put back on the agenda for further discussion. (*Discussion at meeting time*)
 - b) Streetlight follow up. Two streetlights were installed on November 16, 2020 on Leisure Lane at no charge to the Summer Village.
(*accept for information*).
 - c) 2021 Interim Operating Budget – each year Council must pass an Interim Operating Budget until such time as the current year Operating Budget and Capital Budget is approved (*that a 2021 Interim Operating Budget be approved at ½ of the Interim of the 2020 Operating Budget and that this 2021 Interim Operating Budget cease to have any effect one the 2021 Operating Budget has been approved*).

SUMMER VILLAGE OF SUNRISE BEACH

AGENDA

Tuesday, November 24, 2020 – In Person /Teleconference

7:00 p.m.

As per bylaw #155-2019 there will be no audio/video recordings of Council or Council Committee Meetings

-
- d) Muniware, Brandi Whiting, CEO, letter dated October 28, 2020. Attached are the 2021 Software Support Agreement and the Software License Agreement. There is no increase to the Software Agreement for a total of \$1,779.96, or \$148.33 monthly. The other payment to Muniware is to buy the program which remains at \$6,166.68 or \$513.89 monthly. There is one year left on the purchase agreement.

5-20

(Approve and authorize execution of both the Software Support Agreement and the Software Licensing agreement or some other direction as given by Council).

- e) Metrix Group – Phillip J Dirks letter dated October 28, 2020 requesting signatures for the Audit Engagement Letter for the year ending December 31, 2020. (*Motion required to approve Metrix as the auditors and authorize execution of the engagement letter*).

21-28

- f) Garbage Contract – Information handed out at meeting time. (*Discussion at meeting time*).

- g) Proposed Optional Emergency Cost Program – Letter dated November 16, 2020, from resident Susan Carlisle. This proposal is a way to de-risk accidental expenses for property owners for Emergency calls such as false alarms, 911 calls and fires. Ms. Carlisle has set up a program that residents can pay into to help alleviate the cost of emergency services bills. (*Direction as given at meeting time*)

29-31

Also attached is a letter dated November 16, 2020 from Ms. Carlisle to improve our Digital Infrastructure and is for your information. (*Accept for information*)

32-33

h)

i)

SUMMER VILLAGE OF SUNRISE BEACH

AGENDA

Tuesday, November 24, 2020 – In Person /Teleconference

7:00 p.m.

As per bylaw #155-2019 there will be no audio/video recordings of Council or Council Committee Meetings

-
7. Financials
 - a) Income & Expense Statement – October

 8. Councillors' Reports
 - a) Mayor Usselman
 - b) Deputy Mayor Tremblay
 - c) Councillor Beck

 9. Administration Reports
 - a) Update on All-Net Registrations – 49 registrants sent out two messages
 - b) Update on MDP – Brian Conger

 10. Information and Correspondence:
 - 34 a. Government of Alberta FCSS November payment of \$438.00 Direct Deposit
 - 35 b. Alberta Municipal Affairs – Minister Tracey L Allard – In light of these economic circumstances, Alberta may not be able to sustain the current levels of infrastructure and operating spending.
 - 36 c. Government of Alberta – MOST November 10, 2020 payment of \$18,670.00 Direct Deposit

 11. Open Floor Discussion with Gallery – Total time provision of 15 minutes

 12. Closed Meeting: Pursuant to Section 197(2) of the Municipal Government Act and Section 17 of the Freedom of Information and Protection of Privacy Act (FOIP) – Disclosure Subdivision Request

 13. Adjournment
- Council Meeting January 26, 2021 - Regular Council Meeting 7:00 p.m.
- Council Meeting February 23, 2021 - Regular Council Meeting 7:00 p.m.

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER
VILLAGE OF SUNRISE BEACH, IN THE PROVINCE OF ALBERTA HELD ON
TUESDAY OCTOBER 27, 2020, ONOWAY CIVIC CENTRE

	PRESENT	<p>Mayor Glen Usselman Deputy Mayor Jackie Tremblay Councillor Vera Beck - Via Teleconference</p> <p>Chief Administrative Officer Wendy Wildman Administrative Assistant Susan Dales</p> <p>Public Works: 0 Public at Large: 10 Teleconferenced 2 In Person</p>
	ABSENT	
1.	CALL TO ORDER	Mayor Usselman called the meeting to order at 7:00 p.m.
2.	AGENDA Motion #162- 20	<p>MOVED by Deputy Mayor Tremblay that the October 27, 2020 agenda be approved as presented.</p> <p style="text-align: right;">CARRIED</p>
3.	MINUTES Motion #163- 20	<p>MOVED by Councillor Beck that the minutes of the September 22, 2020 Regular Meeting, Public Hearing and Organizational meeting be approved as presented.</p> <p style="text-align: right;">CARRIED</p>
4.	APPOINTMENTS Motion #164- 20 Motion #165- 20	<p>MOVED by Deputy Mayor Tremblay that the discussion for the appointment with Peter Wright and Dianne Johnston be accepted for information.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Tremblay that the discussion for the appointment with Sharon McCormack be accepted for information.</p> <p style="text-align: right;">CARRIED</p>
5.	BYLAWS/POLICY Motion #166- 20	<p>MOVED by Deputy Mayor Tremblay that further to discussion on the Municipal Development Plan Bylaw #166-20 be deferred to the February 2021 meeting.</p> <p style="text-align: right;">CARRIED</p>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF SUNRISE BEACH, IN THE PROVINCE OF ALBERTA HELD ON TUESDAY OCTOBER 27, 2020, ONOWAY CIVIC CENTRE

<p>6. BUSINESS</p> <p>Motion #167 – 20</p> <p>Motion #168 – 20</p> <p>Motion #169 – 20</p> <p>Motion #170– 20</p> <p>Motion #171– 20</p> <p>Motion #172– 20</p> <p>Motion #173– 20</p> <p>Motion #174– 20</p>	<p>MOVED by Mayor Usselman that an inspection of the approach and culvert as a condition in the subdivision application #19-R-012 for SW 35-55-1-W5 on Shedden Drive to the spring of 2021.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Tremblay that Diane Wannamaker be appointed as the Director of Emergency Management (DEM) for the Summer Village of Sunrise Beach effective October 27, 2020 and her remuneration will be \$200 a month and training will be as per Council remuneration (split costs with the Summer Village of Sandy Beach).</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Tremblay that the Fortis Franchise fee remain at 0% for the 2021.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Mayor Usselman that the Municipal Operating Support Transfer (MOST) memorandum of agreement between for Province and the Summer Village of Sunrise Beach, be approved and execution ratified (allocation to the Summer Village of Sunrise Beach is \$18,670.00).</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Mayor Usselman that Administration contact the Alberta Summer Village Association inquiring about options with the Summer Villages for Assessment Review Boards.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Tremblay that the Participant Memorandum of Agreement for Local Assessment Review Board for the 2021 year between Capital Region Assessment Services Commission and the Summer Village of Sunrise Beach be approved and execution of the final agreement be authorized.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Tremblay that Council and Administration be authorized to participate in the 2021 Brownlee LLP Emerging Trends in Municipal Law Seminar scheduled for February 11th and 18th, 2021 via zoom (there is no fee to participate).</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Mayor Usselman that the request for two streetlights on Leisure Lane be deferred to the next meeting so more information can be gathered.</p> <p style="text-align: right;">CARRIED</p>
<p>7. FINANCIAL</p> <p>Motion # 175 – 20</p>	<p>MOVED by Deputy Mayor Tremblay that the Income & Expense Statements for September 30, 2020 be accepted for information as presented.</p>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER
VILLAGE OF SUNRISE BEACH, IN THE PROVINCE OF ALBERTA HELD ON
TUESDAY OCTOBER 27, 2020, ONOWAY CIVIC CENTRE

		CARRIED
8.	COUNCIL REPORTS Motion # 176 – 20	MOVED by Mayor Usselman that the verbal Council reports be accepted for information as presented. CARRIED
9.	ADMINISTRATION REPORTS Motion #177 – 20	MOVED by Mayor Usselman that the verbal administration reports be accepted for information as presented. CARRIED
10.	CORRESPONDENCE Motion #178 – 20	MOVED by Mayor Usselman that the following correspondence be accepted for information: a. Yellowhead Regional Library 2021 Budget b. Fortis Alberta Proposed 2021 Distribution Rates c. Lac Ste. Anne Foundation Board Meeting Minutes July 22, 2020 d. Government of Alberta FCSS October payment of \$438.00 Direct Deposit e. Janet Jabush Mayor, Town of Mayerthorpe, Reeve Blakeman, Lac Ste. Anne County, Jim Benedict Mayor, Alberta Beach, Judy Tracy Mayor, Town of Onoway, Bernie Poulin representing Summer Villages, letter dated September 6, 2020. This letter is addressed to Honourable Tracy Allard, Office of the Minister of Alberta Municipal Affairs on the Provincial Assessment Model Review. The letter does not support the assessment model for the oil and gas industry. f. Minister Tracy Allard, Municipal Affairs – email dated October 20, 2020. Response to and update on oil & gas revenues for the municipalities. g. September Animal Bylaw Officer Report h. Alberta Health Services dated October 19, 2020 Influenza Immunization in your Community i. Forest Resource Improvement Association of Alberta (FRIAA) letter dated October 16, 2020 stating our expression of interest for grant money was turned down. j. Tanya Thorn, Board Chair, Alberta Police Interim Advisory Board dated October 20,2020. Report on the activities of Alberta Police Interim Advisory Board. CARRIED
11.	OPEN FLOOR DISCUSSION WITH GALLERY Motion #179 - 20	MOVED by Mayor Usselman that the verbal open floor discussion be accepted for information.

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER
VILLAGE OF SUNRISE BEACH, IN THE PROVINCE OF ALBERTA HELD ON
TUESDAY OCTOBER 27, 2020, ONOWAY CIVIC CENTRE

		CARRIED
12.	CLOSED MEETING	N/A
13.	ADJOURNMENT	Meeting adjourned at 7:55 p.m.

Mayor, Glen Usselman

Chief Administrative Officer, Wendy Wildman

October 28, 2020

SUMMER VILLAGE OF SUNRISE BEACH
Box 1197
ONOWAY, AB T0E 1V0
Canada



Re: 2021 Software Support Agreement and Software License Agreement

There is no way around it: 2020 has been an historical year. While more and more people are staying home, many essential and local government employees are still on the job, working around the clock to help keep their municipalities running. We are grateful for all our clients continuing to do important work despite the challenges of the ongoing pandemic. On behalf of all of us at MuniWare, thank you for continuing to provide your much-needed services.

Last year, in our annual survey, we asked you to provide feedback on our products and services so we can continue to make improvements to serve you better. We have spent much time reviewing your comments and responses, and as a direct result of your feedback, we are continuing to take action and make meaningful decisions to better empower you to meet your goals. From our improved Knowledge Base, to the new remote tool, Zoho, we have been working hard to make your day-to-day easier.

We know some of our partners, as well as many ratepayers, may be experiencing financial challenges due to the impacts of COVID-19. It is our intention to work with you to get through this challenging time, and that is why this year we have chosen not to increase our fees for the Software Support Agreements.

Please find enclosed with this letter the following attached documents reflecting important updates on our partnership for the upcoming year:

1. Two (2) copies of your 2021 Software Support Agreement (based on licensed modules currently installed with your organization). Note that there is no increase to the agreement from the previous year.
2. Two (2) copies of your 2021 Software License Agreement.

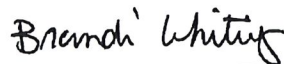
Please return one signed copy of both the Software Support Agreement and the Software License Agreement to our office by January 1, 2021.

On behalf of myself and my MuniWare colleagues, I would like to thank you for your continued partnership with us and we look forward to assisting you in meeting your future organizational goals.

Should you have any questions or concerns regarding these agreements, or wish to connect at any point, please feel free to contact me directly.

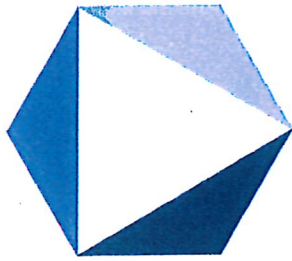
We wish you all the best as we head into another year of partnership and thank you again for your continued efforts.

Sincere regards,



Brandi Whiting, CEO, Director of Operations
Municipal Information Systems Inc. (MuniWare)

5



MUNIWARE

Serving Our Clients Since 1978
Fueled by Clients... Driven by Passion

MUNICIPAL INFORMATION SYSTEMS INC.

2021 SOFTWARE SUPPORT AGREEMENT

This Agreement is made effective as of the _____ day of _____ 20____

BETWEEN:

SUMMER VILLAGE OF SUNRISE BEACH
Box 1197
ONOWAY, AB T0E 1V0
Canada
(Hereinafter referred to as "CUSTOMER")

AND

MUNICIPAL INFORMATION SYSTEMS INC.
Box 3021, 10013 – 100 Avenue
MORINVILLE, Alberta T8R 1R9
Canada
(Hereinafter referred to as "MUNIWARE")

WHEREAS the parties have entered into a Software License Agreement.

NOW THEREFORE in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1 "END USER" shall mean any person, organization or other entity that uses the SOFTWARE.
- 1.2 "SOFTWARE" shall mean MUNIWARE'S computer software in either executable or source code format as provided herein and all such other documentation accompanying such software for the purposes contemplated hereunder. SOFTWARE also means the computer software regardless of the form in which CUSTOMER subsequently uses it.
- 1.3 "SOFTWARE SUPPORT AGREEMENT" shall mean the software support agreement to be executed by MUNIWARE and CUSTOMER on an annual basis with respect to the support of the SOFTWARE.

CURRENT TERM

This agreement will commence on the first day of each calendar year (January 1), and continue until the last day of each calendar year (December 31), unless otherwise terminated in accordance with the provisions of this agreement (the "Current Term").

SOFTWARE SUPPORT COSTS

Software Support costs will be calculated for the entire Current Term, (based on the Software licensed to the CUSTOMER) divided into twelve (12) equal payments and billed monthly for the remainder of the Current Term.

Support costs for subsequent (additional) modules licensed during the Current Term will be calculated for the entire Current Term, divided into twelve (12) equal payments, and billed monthly for the remainder of the Current Term.

SOFTWARE SUPPORT SERVICES

MUNIWARE shall provide the following software support services to CUSTOMER during the Current Term for the Software licensed by the CUSTOMER.

1. Software maintenance and support between the hours of 7:30 A.M. and 5:30 P.M. Mountain Standard Time Monday through Friday except Statutory Holidays. Maintenance and support will be provided only for the Software licensed by the CUSTOMER and only for the current release versions supported by MUNIWARE.
2. Minor releases or minor updates to the Software including the provision of error corrections and/or updates from time to time at no additional charge provided such releases or updates occur during the Term. Minor releases and minor updates are reflected by a change in the second digit of the rev number (right of the decimal), in most cases. Notwithstanding the foregoing, the decision as to whether a software release or update is of a minor nature shall be made in the sole discretion of MUNIWARE.
3. Modem/Internet support for MUNIWARE Software.
4. Requests for custom enhancements will be considered and evaluated with the development of additional upgrades and/or additions to the Software for CUSTOMER'S specific use. MUNIWARE will respond to CUSTOMER'S reasonable requests for additional services pertaining to the software, including, data conversion, additional functionality, additional reports, and report-formatting assistance (such services referred to as the "additional services"). MUNIWARE reserves the right to charge additional fees for custom enhancements and the additional services. MUNIWARE will not undertake custom enhancements or any additional services without first providing CUSTOMER with a cost estimate of the work and receiving a work order for the custom enhancements or the additional services signed by CUSTOMER. CUSTOMER acknowledges and agrees that MUNIWARE retains exclusive ownership of all customizations and reserves the right to include customizations in future releases of the Software.

5. At MUNIWARE'S discretion (acting reasonably), and in consultation with, and with approval by CUSTOMER, MUNIWARE may provide maintenance and support services at the CUSTOMER'S office. MUNIWARE reserves the right to charge additional fees for this service and CUSTOMER agrees to reimburse MUNIWARE for all related traveling expenses including, without limitation, all costs for board and lodging provided that such additional fees and such related traveling expenses are firstly approved by CUSTOMER.

BILLABLE (SUPPORT) SERVICES NOT INCLUDED

This Agreement pertains only to software that was licensed by MUNIWARE to the CUSTOMER pursuant to the Software License Agreement referenced above. Items not covered under this Agreement include, but are not limited to the following billable services:

1. Accounting procedures including reconciliation and account balancing;
2. Database manipulations including the retrieval of lost or deleted database items except where such loss or deletion was caused by MUNIWARE or its employees, subcontractors, agents or representatives;
3. Correcting errors resulting from improper use of the Software;
4. Training of new employees or re-training of existing employees outside of the mandatory training requirements detailed in the Software License Agreement; or training existing client personnel for new roles that they perform within the client organization; (i.e. promotions to new role, staff cover-off etc.)
5. Any work that requires MUNIWARE personnel to attend the CUSTOMER'S office(s);
6. Data file conversions;
7. Emergency Support (support initiated outside of normal MUNIWARE business hours);
8. Custom design / development work or process consultations;
9. Installation of the licensed Software on computers that do not meet MUNIWARE'S minimum requirements;
10. Improper installation by CUSTOMER or use of the licensed Software and related products that deviates from any operating procedures established by MUNIWARE in the applicable documentation or training processes;
11. Modification, alteration, addition, or attempted modification, of the licensed Software undertaken by persons other than MUNIWARE or MUNIWARE'S authorized representatives;
12. Installation, configuration or integration of new hardware, software, or consultations with third parties (i.e. computers, servers, printers, and other non-MUNIWARE software or technology. Further to this, work requiring more technical attention should be scheduled in a timely manner with MUNIWARE staff).

Billable Services (as listed above)	\$100.00 per hour plus GST
Travel Time	\$ 50.00 per hour plus GST
Mileage	\$ 0.58 per km plus GST
Emergency Services (high priority / last minute requests)	\$150.00 per hour plus GST
Custom design work or process consultations	\$150.00 per hour plus GST
Shipping Charges (i.e. Purolator)	At Cost plus GST
Subsistence (lodging, meals, car rentals, etc.)	At Cost plus GST
User Group	As designated by event topics and registration
Regional Training Groups	As designated by event topics and registration
Webinars	As designated by event topics and registration

If any of the above work is requested by the CUSTOMER, MUNIWARE will issue a separate billing detailing work performed and billed in ¼ hour segments at the listed rates.

ADDITIONAL COSTS NOT INCLUDED IN SUPPORT

Additional license limits for all modules (except payroll)	Minimum of 50 @ \$2.00 each plus GST
Payroll License Limits	Minimum of 10 @ \$5.00 each plus GST
Software License Key Extensions	As quoted plus GST
New Module Licenses	As quoted plus GST
11" Paper (Blue, Yellow, Grey, Brown, Green and Violet)	\$79.99 per case/1000 sheets plus, shipping and GST
14" Paper (Yellow)	\$89.99 per case/1000 sheets plus shipping and GST

RESPONSIBILITIES OF CUSTOMER

MUNIWARE'S provision of the SOFTWARE SUPPORT SERVICES set out above shall be subject to compliance with the following during the Current Term:

1. CUSTOMER will, during normal business hours, provide MUNIWARE with access to CUSTOMER's premises, personnel and equipment as reasonably required by MUNIWARE. This access must include the ability to dial-in to the equipment on which the software is operating and to obtain the level of access necessary to support the software.
2. CUSTOMER will provide supervision, control, and management of the use of the software in accordance with the provisions of the SOFTWARE LICENSE AGREEMENT.
3. CUSTOMER will implement procedures for the protection of information and implement backup processes in the event of errors or malfunction of the software.
4. CUSTOMER will document and promptly report all errors or malfunctions of the software to MUNIWARE using MUNIWARE'S Helpdesk ticketing system. Failure to promptly report errors or malfunctions shall entitle MUNIWARE, in its discretion (acting reasonably), to charge additional fees for MUNIWARE services arising as a result of the delay in such reporting. MUNIWARE will carry out procedures for the rectification of errors or malfunctions within a reasonable time, as part of its release planning processes, after notification of such errors or malfunctions have been received from CUSTOMER. Any such fee's will be documented and discussed with the CUSTOMER prior to the remediation or charge for any such services.
5. CUSTOMER will maintain regular scheduled current backup copies of all programs and data. (i.e. at a minimum, databases should be backed up once a day).
6. CUSTOMER agrees not to use or transfer prior versions of the software and will destroy or archive in the manner directed by MUNIWARE, acting reasonably.
7. CUSTOMER will notify MUNIWARE of any personnel changes so that access to software or communication, and training can be properly maintained.
8. CUSTOMER ensures that its personnel are properly trained in the use of the software by MUNIWARE staff as set out in the 'Mandatory Training' section (10.0) of the Software License Agreement, noting that mandatory training from MUNIWARE shall be quoted and detailed for all new modules licensed or for new personnel employed by the CUSTOMER within the Current Term.
9. CUSTOMER acknowledges and agrees that the software is only for use by employees, contracted administrative staff, contracted accounting staff, or persons directly associated with the operations of the CUSTOMER, and CUSTOMER will not allow or permit anyone who is not an employee, contracted administrative staff, contracted accounting staff, or persons directly associated with the operations of the CUSTOMER to use the software without express written consent of MUNIWARE, such consent not to be unreasonably withheld or delayed.

10. CUSTOMER agrees to indemnify, hold harmless and defend MUNIWARE, its directors, officers, employees, contractors, subcontractors and agents; against any and all claims arising out of the exercise of any rights under this agreement and CUSTOMER's and END USER's (which in this Agreement shall mean any person, organization or other entity that uses the SOFTWARE) use, possession or operation of the SOFTWARE, including, without limiting the generality of the foregoing, against any damages, losses, costs, claims, expenses or liabilities whatsoever with respect to death, injury, loss, cost or damage to any END USER, person or property arising from or out of the possession, use or operation of the SOFTWARE by CUSTOMER or an END USER.
11. CUSTOMER agrees to pay a support/maintenance fee in the amount of **\$148.33** per month during the Current Term. The support/maintenance fee is due and payable in full within 30 days after the date of being invoiced. Any amounts not paid when due are subject to interest at a rate of 1.0% per month (12% per annum) until paid in full.
12. This agreement will apply to any additional software licensed to CUSTOMER by MUNIWARE during the Current Term subsequent to the signing of this agreement, and all costs and charges relating to the software support services provided by MUNIWARE hereunder in relation to such additional software shall be invoiced at the monthly rate set out above. Such payments are due and payable by CUSTOMER as set out above and subject to late payment interest at the rate set out above. CUSTOMER acknowledges and agrees that additional support services must be paid for all additional MUNIWARE software licensed to CUSTOMER.

TERMINATION

Unless terminated earlier as set out in the "Termination" section of the Software License Agreement, this agreement will remain in effect until the expiration of the Current Term.

Termination of this agreement shall be deemed to be a termination of all SOFTWARE LICENSE AGREEMENTS between CUSTOMER and MUNIWARE.

GENERAL

All notices in connection with this agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For the purposes of this agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail (barring postal service disruption) five days after proper deposit in a mailbox.

This agreement shall be governed by and construed the laws of the Province of Alberta, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

Each party acknowledges that they have read this agreement, understand it, and agree to be bound by its terms.

FOR THE CUSTOMER

Authorized Signature

Name

Title

Date

FOR MUNIWARE

Brandi Whiting

Authorized Signature

Brandi Whiting

Name

CEO, Director of Operations

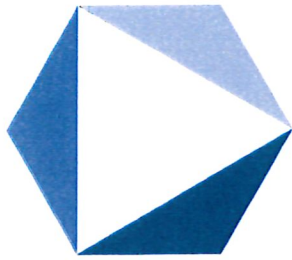
Title

November 17, 2020

Date

Notice of Confidentiality

Please note that the information contained within this document is confidential and proprietary in nature. This information (in whole or in part), cannot be duplicated, released, or reproduced (in any form print or digital), posted publicly on any websites, or shared with any outside third-party person(s) or agents that are not under the direct employ of the CUSTOMER or associated with the operations of the CUSTOMER named on the first page of this agreement without the express consent of Municipal Information Systems Inc. (MuniWare).



MUNNWARE

Serving Our Clients Since 1978
Fueled by Clients... Driven by Passion

MUNICIPAL INFORMATION SYSTEMS INC.

SOFTWARE LICENSE AGREEMENT

This Agreement is made effective as of the _____ day of _____ 20_____

BETWEEN:

SUMMER VILLAGE OF SUNRISE BEACH

Box 1197
ONOWAY, AB T0E 1V0
Canada

(Hereinafter referred to as "CUSTOMER")

AND

MUNICIPAL INFORMATION SYSTEMS INC.

Box 3021, 10013 – 100 Avenue
MORINVILLE, Alberta T8R 1R9
Canada

(Hereinafter referred to as "MUNIWARE")

WHEREAS MUNIWARE has developed SOFTWARE for use by its customers and;

WHEREAS CUSTOMER wishes to obtain a licence to use the Software for these purposes; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1 "END USER" shall mean any person, organization or other entity that uses the SOFTWARE.
- 1.2 "SOFTWARE" shall mean MUNIWARE'S computer software in either executable or source code format as provided herein and all such other documentation accompanying such software for the purposes contemplated hereunder. SOFTWARE also means the computer software regardless of the form in which CUSTOMER subsequently uses it.
- 1.3 "SOFTWARE SUPPORT AGREEMENT" shall mean the software support agreement to be executed by MUNIWARE and CUSTOMER on an annual basis with respect to the support of the SOFTWARE.

2. LICENCE

MUNIWARE hereby grants to CUSTOMER a non-exclusive licence to use the SOFTWARE as long as CUSTOMER complies with the terms of this agreement and the Annual Software Support Agreement to be entered annually by CUSTOMER and MUNIWARE. Legal and beneficial title to all intellectual property of any nature related to the SOFTWARE shall remain with MUNIWARE.

3. CONFIDENTIALITY and COPYRIGHT

- 3.1 CUSTOMER acknowledges and agrees that MUNIWARE owns all copyright, trade secret, patent, and other proprietary rights in and to the SOFTWARE, and the SOFTWARE is protected by all applicable national and international copyright laws. CUSTOMER shall treat the SOFTWARE as it would treat any other copyrighted material. CUSTOMER shall prevent all unauthorized copying of the SOFTWARE by its employees, contractors, and other persons for whom it is responsible at law.
- 3.2. MUNIWARE represents and warrants to CUSTOMER that MUNIWARE owns all copyright, trade secret, patent, and other proprietary rights in and to the SOFTWARE and that the SOFTWARE is protected by all applicable national and international copyright laws. MUNIWARE agrees to indemnify CUSTOMER from and against any and all claims, losses or damages suffered or incurred by CUSTOMER (including its employees, contractors, agents, councilors and representatives) as licensee of the SOFTWARE under this agreement by reason of such representation and warranty being inaccurate or otherwise misleading.

4. USE

CUSTOMER may:

- 4.1. Use the SOFTWARE on all devices owned by CUSTOMER.
- 4.2. Make copies of the SOFTWARE for archival and back up purposes only, provided CUSTOMER places a label on the outside of the backup media (diskette, compact disc or any other applicable media) showing all trademark and copyright notices that appear on the original SOFTWARE media.
- 4.3. Assign its rights under this agreement to another party but only if the assignee agrees in writing to accept the terms and conditions of this agreement and only with the prior **written** consent of MUNIWARE which consent shall not be unreasonably withheld or delayed by MUNIWARE. No assignment shall serve to release or relieve CUSTOMER from its obligations hereunder up to the date of the assignment. If MUNIWARE consents to an assignment of this agreement, then CUSTOMER shall transfer the production copy of the SOFTWARE to the assignee and destroy the backup copy of the SOFTWARE not transferred.

5. RESTRICTIONS

In no way does this SOFTWARE licence confer any right upon CUSTOMER to license, sublicense, sell, or otherwise authorize the use of SOFTWARE, whether in executable form, source code or any other form, by any third parties. Unless express **written** permission is granted by MUNIWARE, CUSTOMER may not:

- 5.1. Copy, distribute, rent, lease, transfer, assign or sublicense all or any portion of the SOFTWARE or the accompanying documentation and the SOFTWARE manual, or assign CUSTOMER'S rights hereunder except in accordance with section 4.3 of this agreement;
- 5.2. Develop products for sale based on the SOFTWARE;
- 5.3. Use the SOFTWARE to provide services to third parties (other than the sharing of data or information derived from CUSTOMER's data);
- 5.4. Share, disseminate or circulate either by print or electronic media any part of the SOFTWARE or any of its proprietary features with anyone other than employees, contracted administrative personnel and contracted accounting personnel of CUSTOMER;
- 5.5. Reverse engineer, decompile or disassemble the SOFTWARE;
- 5.6. Use the SOFTWARE for security or military purposes.
- 5.7. Request a refund or exchange of any licenced software, unless explicitly agreed to by MuniWare.

6. COMPLIANCE AUDIT

- 6.1. CUSTOMER shall provide information, in formats and intervals specified by MUNIWARE, relating to usage of the SOFTWARE for the purposes of verifying compliance with the terms of this agreement by the CUSTOMER as reasonably specified by MUNIWARE from time to time.
- 6.2. MUNIWARE reserves the right to conduct audits (through collaboration with, and by giving advance notice to the CUSTOMER) to verify CUSTOMER'S compliance with this agreement based on table usage for modules licensed.
- 6.3. MUNIWARE shall have the right, at its sole cost, to conduct annual and periodic reviews (through collaboration with, and by giving reasonable advance notice to the CUSTOMER) with CUSTOMER to ensure that MUNIWARE has an updated list of current authorized employees and contractors in order to control / manage access to the SOFTWARE.
- 6.4. MUNIWARE acknowledges and agrees that any specific municipal or personal information obtained from any such audits will be kept in the strictest confidence by MUNIWARE in accordance with applicable provincial and federal privacy legislation.

7. TERMINATION:

- 7.1. This agreement is effective until terminated.
- 7.2. MUNIWARE shall have the right to terminate this agreement in the event that:
- (a) CUSTOMER breaches any material term of this agreement and CUSTOMER fails to remedy such breach within 60 days following receipt of written notice of such breach by CUSTOMER from MUNIWARE; or
 - (b) CUSTOMER misuses or abuses the SOFTWARE and MUNIWARE gives to CUSTOMER written notice that such misuse or abuse is, at the sole discretion of MUNIWARE, incapable of remediation by CUSTOMER; or
 - (c) MUNIWARE terminates the SOFTWARE SUPPORT AGREEMENT in accordance with terms set out therein. Such termination shall be in addition to and not in lieu of any legal remedies available to MUNIWARE.
- 7.3. CUSTOMER shall have the right to terminate this agreement at any time and for any reason upon giving to MUNIWARE not less than 30 days prior written notice of CUSTOMER'S decision to terminate this agreement. When MUNIWARE receives the CUSTOMER'S written notice of termination, MUNIWARE will provide the CUSTOMER with a new License Key with an expiry date of 180 days from the date of termination notice. This new License Key must be entered by the CUSTOMER immediately after it has been provided by MUNIWARE.
- 7.4. CUSTOMER acknowledges and agrees that the license granted hereunder shall be automatically terminated without liability to MUNIWARE in the event of termination of any Annual Software Support Agreement between MUNIWARE and CUSTOMER.
- 7.5. Upon termination of this agreement, CUSTOMER shall, within 180 days following such termination,
- (a) Discontinue use of the SOFTWARE;
 - (b) Erase the SOFTWARE from CUSTOMER'S computer(s), server(s) and virtual storage device(s) (including its employees, contractors, agents, councilors and representatives devices);
 - (c) Return the SOFTWARE and accompanying documentation including all back up and archived copies to MUNIWARE, and;
 - (d) Furnish to MUNIWARE a certificate signed by an authorized signing officer who certifies that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of the SOFTWARE have been destroyed.
- 7.6. The provisions of Sections 3, 5, 6, 7, and 8 hereof shall survive any termination of this agreement.

8. LIABILITY, WARRANTY DISCLAIMER, INDEMNIFICATION:

- 8.1. The SOFTWARE is furnished "AS-IS" and MUNIWARE shall not be liable for any monetary damages whatsoever with respect to CUSTOMER'S use of the SOFTWARE hereunder, nor shall MUNIWARE be liable for any special indirect, incidental or consequential damages arising out of the licensed rights granted in this agreement, even if MUNIWARE is advised of such damages. The entire risk as to the results and performance of the SOFTWARE is assumed by CUSTOMER.
- 8.2. The SOFTWARE is licensed to CUSTOMER without any warranties whatsoever whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE except as expressly stated herein. No representative of MUNIWARE has been authorized to make any representation, warranty, or promise not contained herein.
- 8.3. MUNIWARE warrants that the media on which the SOFTWARE is furnished will be free from defects in materials and workmanship under normal use for a period of 30 days from the date hereof. MUNIWARE'S liability and CUSTOMER'S exclusive remedy shall be the replacement of the SOFTWARE if the media on which the SOFTWARE is furnished proves to be defective. This warranty is void if the media defect has resulted from accident, abuse, or misapplication. Any replacement of the SOFTWARE will be warranted for the remainder of the original 30-day warranty period.
- 8.4. CUSTOMER agrees to indemnify, hold harmless and defend MUNIWARE, its directors, officers, employees, contractors, subcontractors and agents; against any and all claims arising out of the exercise of any rights under this agreement and CUSTOMER'S and END USER'S use, possession or operation of the SOFTWARE, including, without limiting the generality of the foregoing, against any damages, losses, costs, claims, expenses or liabilities whatsoever with respect to death, injury, loss, cost or damage to any END USER, person or property arising from or out of the possession, use or operation of the SOFTWARE by CUSTOMER or an END USER.

9.0 NOTICES

All notices in connection with this agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on the front page. For the purposes of this agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail (barring postal service disruption) five days after proper deposit in a mailbox.

10.0 MANDATORY TRAINING

- 10.1 In order to ensure the integrity and proper use of the SOFTWARE, CUSTOMER acknowledges and agrees that the license granted hereunder for the SOFTWARE shall include mandatory training for each module licensed as DETAILED by MUNIWARE in the accepted quotation, or for subsequent modules licensed in the future that form part of the SOFTWARE.
- 10.2 Notwithstanding the foregoing, at the request of the CUSTOMER, MUNIWARE may, at its sole and unfettered discretion, waive the requirement for mandatory training for personnel, or subsequent licensed modules, on a case by case basis, and provided that such waiver must be expressly granted by MUNIWARE in writing.
- 10.3 In the event that the requirement for mandatory training is waived by MUNIWARE for client personnel, all forthcoming support tickets from that employee that are not related to a software issue and are further deemed to be of a training nature, will be regarded as billable incidents and billed to the nearest fifteen (15) minutes at MUNIWARE'S current support rates.
- 10.4 CUSTOMER acknowledges and agrees that all required training shall be performed by MUNIWARE except where MUNIWARE has expressly consented, in writing, to the training by and of third parties.

11.0 ENTIRE AGREEMENT

Other than as set out in the SOFTWARE SUPPORT AGREEMENT, this agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof.

12.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta, Canada.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

FOR THE CUSTOMER

Authorized Signature

Name

Title

Date

FOR MUNIWARE

Brandi Whiting

Authorized Signature

Brandi Whiting
Name

CEO, Director of Operations
Title

October 28, 2020
Date

Notice of Confidentiality

Please note that the information contained within this document is confidential and proprietary in nature. This information (in whole or in part), cannot be duplicated, released, or reproduced (in any form print or digital), posted publicly on any websites, or shared with any outside third-party person(s) or agents that are not under the direct employ of the CUSTOMER or associated with the operations of the CUSTOMER named on the first page of this agreement without the express consent of Municipal Information Systems Inc. (MuniWare).

RECEIVED
NOV 03 2020

October 28, 2020

Summer Village of Sunrise Beach
Box 1197
Onoway, AB T0E 1V0

Attention: Wendy Wildman, Chief Administrative Officer

Dear Wendy:

Enclosed please find two copies of the audit engagement letter for the year ending December 31, 2020. Please have both copies signed, return one copy to our office in the envelope provided at your earliest convenience, and keep the other copy for Village records.

Should you have any questions or concerns, please feel free to contact our office.

Yours truly,

METRIX GROUP LLP



Philip J. Dirks, CPA, CA
Partner

Enclosures

H:\data\EPD\Dec\Audit\Summer Village of Sunrise Beach EPD3209\Correspondance\Engagement Cover ltr.doc



21



October 29, 2020

Summer Village of Sunrise Beach
PO Box 1197
Onoway AB T0E 1V0

Attention: Mayor Glen Usselman

Dear Mayor Usselman:

Re: Engagement letter

The Objective and Scope of the Audit

Metrix Group LLP is pleased to serve as auditors for Summer Village of Sunrise Beach for the fiscal year ending December 31, 2020. The purpose of this letter is to outline the terms of our engagement to audit the financial statements of Summer Village of Sunrise Beach which comprise the statement of financial position as at December 31, 2020, and the statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended. Philip Dirks, CPA, CA, will be responsible for the services that Metrix Group LLP performs for Summer Village of Sunrise Beach. He will, as considered necessary, call upon individuals at Metrix Group LLP to assist in the performance of our services.

We are pleased to confirm our acceptance and our understanding of the nature, scope and terms of this audit engagement and all services related thereto, by means of this letter (the "Engagement").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement (whether due to fraud or error) and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- a. Identify and assess the risks of material misstatement of the financial statements (whether due to fraud or error), design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.



- b. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.
- c. Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- d. Conclude on the appropriateness of management's use of the going-concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the entity to cease to continue as a going concern.
- e. Evaluate the overall presentation, structure and content of the financial statements (including the disclosures) and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

Form and Content of Audit Opinion

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:

To the Mayor and Council of Summer Village of Sunrise Beach

Opinion

We have audited the financial statements of Sturgeon County (the County), which comprise the statement of financial position as at December-31-20, and the statements of operations and accumulated surplus, changes in net financial assets, and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Village as at December 31, 2020 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Village in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Village's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Village or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Village's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Village's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Village to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

If we conclude that a modification to our opinion on the financial statements is necessary, we will discuss the reasons with you in advance.

The Responsibilities of Management

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with the Canadian public sector accounting standards;
- b. For the design and implementation of such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. To provide us with timely:
 - i. Access to all the information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters;
 - ii. Information about all known or suspected fraud, any allegations of fraud or suspected fraud and any known or probable instances of non-compliance with legislative or regulatory requirements;

24

- iii. Additional information that we may request from management for the purpose of the audit; and
 - iv. Unrestricted access to persons within Summer Village of Sunrise Beach from whom we determine it necessary to obtain audit evidence.
- a. We will make inquiries of management about the representations contained in the financial statements. At the conclusion of the audit, we will request from management [and, where appropriate, those charged with governance] written confirmation concerning those representations. If such representations are not provided in writing, management acknowledges and understands that we would be required to disclaim an audit opinion.
 - b. We will communicate any misstatements identified during the audit other than those that are clearly trivial. We request that management correct all the misstatements communicated.

Communications

In performing our services, we will send messages and documents electronically. As such communications can be intercepted, misdirected, infected by a virus, or otherwise used or communicated by an unintended third party, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, we specifically disclaim, and you release us from any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by us in connection with the performance of this Engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from such communications, including any that are consequential, incidental, direct, indirect, punitive, exemplary or special damages (such as loss of data, revenues, or anticipated profits).

If you do not consent to our use of electronic communications, please notify us in writing.

Use of Information

It is acknowledged that we will have access to all information about identified individuals ("personal information") in your custody that we require to complete our Engagement. Our services are provided on the basis that:

- a. You represent to us that management has obtained any required consents for our collection, use, disclosure, storage, transfer and process of personal information required under applicable privacy legislation and professional regulation; and
- b. We will hold all personal information in compliance with our Privacy Statement.

Use and Distribution of Our Report

The examination of the financial statements and the issuance of our audit report are solely for the use of Summer Village of Sunrise Beach and those to whom our report is specifically addressed by us. We make no representations or warranties of any kind to any third party in respect of these financial statements or our audit report, and we accept no responsibility for their use by any third party or any liability to anyone other than Summer Village of Sunrise Beach.

For greater clarity, our audit will not be planned or conducted for any third party or for any specific transaction. Accordingly, items of possible interest to a third party may not be addressed and matters may exist that would be assessed differently by a third party, including, without limitation, in connection with a specific transaction. Our audit report should not be circulated (beyond Summer Village of Sunrise Beach) or relied upon by any third party for any purpose, without our prior written consent.

You agree that our name may be used only with our prior written consent and that any information to which we have attached a communication be issued with that communication, unless otherwise agreed to by us in writing.

Reproduction of Auditor's Report

If reproduction or publication of our audit report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire document should be submitted to us in sufficient time for our review and approval in writing before the publication or posting process begins.

Should some of the information in the annual report not be available until after the date of the auditor's report, we will request management to provide a written representation that the final version of the document(s) will be provided to us when available (and prior to its issuance) so we can complete our required procedures.

Management is responsible for the accurate reproduction of the financial statements, the auditor's report and other related information contained in an annual report or other public document (electronic or paper-based). This includes any incorporation by reference to either full or summarized financial statements that we have audited.

We are not required to read the information contained in your website or to consider the consistency of other information on the electronic site with the original document.

Preparation of Schedules

We understand that your employees will prepare certain schedules and locate specified documents for our use before our Engagement is planned to commence.

This assistance will facilitate our work and help to minimize our costs. Any failure to provide these working papers or documents on a timely basis may impede our services and require us to suspend our services or even withdraw from the Engagement.

Ownership

The working papers, files, other materials, reports and work created, developed or performed by us during the course of the Engagement are the property of our firm, constitute our confidential information and will be retained by us in accordance with our firm's policies and procedures.

During the course of our work, we may provide, for your own use, certain software, spreadsheets and other intellectual property to assist with the provision of our services. Such software, spreadsheets and other intellectual property must not be copied, distributed or used for any other purpose. We also do not provide any warranties in relation to these items and will not be liable for any lost or corrupted data or other damage or loss suffered or incurred by you in connection with your use of them.

We retain the copyright and all intellectual property rights in any original materials provided to you.

File Inspections

In accordance with professional regulations (and by our firm policy), our client files may be periodically reviewed by practice inspectors and by other engagement file reviewers to ensure that we are adhering to our professional and firm standards. File reviewers are required to maintain confidentiality of client information.

Accounting Advice

Except as outlined in this letter, this Engagement does not contemplate the provision of specific accounting advice or opinions or the issuance of a written report on the application of accounting standards to specific transactions and to the facts and circumstances of the entity. Such services, if requested, would be provided under a separate engagement letter.

Dispute Resolution

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this Engagement will, prior to resorting to litigation, be submitted to mediation.

Estimated Fees

We estimate that our fees for these services will be \$6,000 for the Engagement, plus direct out-of-pocket expenses and applicable GST. These fee estimates are based on:

- a. The anticipated cooperation from all your personnel in preparing the requested information on a timely basis;
- b. The ongoing assistance of personnel throughout the Engagement; and
- c. The assumption that unexpected circumstances will not be encountered.

If significant additional time is likely to be incurred, we will discuss the reasons with you and agree on a revised fee estimate before we incur the additional costs.

Costs of Responding to Government or Legal Processes

In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this Engagement, you agree to compensate us at our normal hourly rates for the time we expend in connection with such response and to reimburse us for all of our out-of-pocket costs (including applicable GST) incurred.

Termination

Management acknowledges and understands that failure to fulfill its obligations as set out in this engagement letter will result, upon written notice, in the termination of the Engagement.

Either party may terminate this agreement for any reason upon providing written notice to the other party [*not less than 30 calendar days before the effective date of termination*]. If early termination takes place, Summer Village of Sunrise Beach shall be responsible for all time and expenses incurred up to the termination date.

If we are unable to complete the audit or are unable to come to a conclusion on the financial statements, we may withdraw from the audit before issuing an auditor's report, or we may issue a denial of assurance on the financial statements. If this occurs, we will communicate the reasons and provide details.

Not Liable For Any Failures or Delays Beyond Our Control

We will use all reasonable efforts to complete the engagement as described in this letter within the agreed-upon time frames. However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by your Village of its obligations.

Metrix privacy

The privacy and security of the personal information you provide is important to us. We strive to ensure the strictest compliance with all applicable provincial and federal standards of protection and disclosure of personal information by any and all of our employees, agents, divisions and/or affiliates. You may review our privacy policy at www.metrixgroup.ca. We will not collect, use, or disclose any of your personal information without your knowledge and consent, or as may be required by law or our profession's Rules of Conduct.

By signing this engagement letter you agree that for the purposes of this engagement, Metrix Group LLP may collect, use, and disclose personal information in accordance with our privacy policy. You also agree that Metrix Group LLP may collect and use personal information from you for the purposes of providing other services or informing you of other opportunities from time to time. Personal information that is not relevant to the purposes of this engagement or any other matters will not be disclosed to anyone for any reason without your further prior consent.

Metrix working papers

Metrix Group LLP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the engagement, including intellectual property used in the preparation thereof. We will provide management with a copy of all practitioner-prepared working papers necessary for the company's accounting records. Metrix Group LLP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with our assignment. As these tools were developed specifically for our purposes and without consideration of any purpose for which the company might use them, any such tools provided to the company, are made available on an "as is" basis only and should not be distributed to or shared with any third party.

Conclusion

This engagement letter includes the relevant terms that will govern the Engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

The arrangements outlined in this letter will continue in effect from year to year unless changed by either party.

If you have any questions about the contents of this letter, please raise them with us. If the services outlined are in accordance with your requirements, and if the above terms are acceptable to you, please sign the attached copy of this letter in the space provided and return it to us. We appreciate the opportunity of continuing to be of service to the Summer Village.

Yours truly,

METRIX GROUP LLP

Chartered Professional Accountants

Acknowledged and agreed to on behalf of Summer Village of Sunrise Beach by:

Mayor Glen Usselman

Date signed

Wendy Wildman, Chief
Administrative Officer

Date signed

4314 Leisure Lane
Summer Village of Sunrise Beach
TOE IVO
Phone: ---
Email :

November 16, 2020

TO: SVSB Council

Proposal: Optional Emergency Cost Management (OECM) Program

I had been dreading it and it finally happened. My security company dispatched the fire department without contacting me and I have a \$1200+ bill for a false alarm. The reason for the dispatch was because of the poor connectivity of local cell service – I had cancelled the alarm but did not know that they had dispatched at the time. I received their voice mail notification 2 days later. I will pay this bill and cut my losses. Lesson learned: I will no longer assume dispatch has been averted if no phone call.

the incident cost twice my annual security service or half my municipal taxes. Whichever way you look at this the cost is exorbitant. By comparison, a false alarm dispatch in a city costs under \$100.

This got me thinking: there must be a better way to de-risk these accidental expenses for property owners. This issue also applies to 911 calls for an ambulance resulting in a fire department dispatch due to ambulance not being available (I recall a 2019 Town Council meeting when another resident faced a fire department bill for this reason.)

Scenario 1: Re consider the Village paying the annual fire dept. fee. I recall this cost about \$25,000/yr in 2019. According to the 2016 census, there were 169 dwellings, which I will round up to 170 for simplicity. At \$25,000/yr divided among the home owners, this works out to about \$150 per year on top of existing taxes. Given my recent bill, I would much rather pay a nominal annual fee than \$1,200.

Scenario 2: Consider an Optional Emergency Cost Management Program (OECM Program) for homeowners to buy into if they wish to.

A prototype OECM Program description is attached for your consideration.

Sincerely,

Susan Carlisle

Attachment: Proposal - An Optional Emergency Cost Management (OECM) Program

Purpose: In the absence of a community-wide Fire Department Service Agreement, to mitigate the base dispatch cost risk of occasional emergency (Fire Department) service dispatches to property owners.

- **Minimum OECM Participants required for program to proceed/renew: 10 (for example)**
 - The program requires a minimum number of participants to distribute the cost risk to the Village across the group. Without this minimum number, the program does not proceed and/or is cancelled.
 - The number of participants determines the annual rate charged to participants, and is based on number of participants signed up as of an annual cut off date.
 - The annual rate does not change if additional participants sign up after the cut-off date.

- **Annual fee per participant depends on the number of annual participants. Example:**
 - **\$600/yr for 10 participants – Total Annual Fees: \$6,000.**
(Covers approx. 5 Basic Response events, assuming approx. \$1200 as base cost)
\$600 is approximately 50% of the basic cost of the fire department showing up (“Basic Response”) and assumes a dispatch rate of 1 event every 2 years or less per participant. *(Village records can be checked to validate appropriate numbers. If the numbers don't work, raise the minimum participation threshold not the rate, and adjust the participation thresholds for price reductions below, accordingly.)*
 - **\$500/yr for 11-15 participants – Total Annual Fees: \$7,500**
(Covers approx. 6 Basic Response events)
 - **\$400/yr for 16-20 participants – Total Annual Fees: \$8,000**
(Covers cost of approx. 6.5 Basic Response events)
 - **\$300 /yr 25 or more participants – Total Annual Fees: \$8,750**
(Covers cost of approx. 7 Basic Response events)

- **Incidents Occurring Under the OECM Program:**
 - Payment into the fund provides 100% coverage for the base cost (assume \$1200) of the first event of the fire department showing up at a participant's resident.
 - This is a one-time benefit within the annual period. A second event for a property in the same annual period is ineligible for coverage.
 - Single-event eligibility is re-set annually.
 - If the first event is more than a Basic Response, the Basic Response (assume \$1200) amount is deducted from the property owner's invoice. *(There are other alternatives for how much is covered.)*

- **OECM Program Fund Management:**
 - The Village Administration manages the fund, keeping track of participants, payments into the program, consumption of funds, and reimbursement of the Fire Department for events covered by the Program.
 - The annual cut off date and annual period would align with municipal taxation timelines.
 - OECM Program promotion is carried out with Taxation notices, including general reminders on the website and in the annual municipal taxation mailouts.

- The Council decides whether to require a lump sum payment at the beginning of each annual period, or have a payment plan (*Default would be to included in the Participant's tax payment plan.*)
 - Village Administration notifies the participant if they have utilized their single event for the year.
 - At the end of the year, unused funds are carried forward to the next year. This helps to offset cost risk in future years, particularly as membership grows and rates drop.
 - In the event of property transfer during an annual period... (*refundable or transfer to new property owner?*)
- **Review Trigger:**
 - If the OECM Program exceeds *X (some number greater than 25 participants, based on the example)*, the Village Council consults with the community and then decides whether to change to a community wide service agreement covered through municipal taxes for the next annual period.
- **OECM Program Exit Strategy for the Village:**
 - If the Council decides to switch to a community-wide cost sharing program, then on termination of the OECM Program, the balance of funds is divided amongst Participants and applied as a credit against the property owner's future annual fees/taxes for the community wide service. Calculation could be something like:
 - Calculate OECM Fund Balance at end of program. Deduct an Administrative Cost (e.g. 20%) to come up with a Net Fund Balance
 - Determine number of Years each Participant contributed (*If balance is small perhaps only include the final year participants only. If balance is large include past participants. Consider a maximum if only reimbursing final year participants (e.g. \$300)*)
 - If balance is small, consider only crediting final year participants, divided equally (e.g. if \$100 or less per person).
 - If balance is larger, divide among all past participants who are still property owners. Pro-rate based on number of years of participation (*or use alternative calculation method; might limite to participants in the last 3 years of the program*)
 - Each OECM Participant's Net Balance is applied as a credit against the shared annual fee on their tax bill, until exhausted.
 - If OECM Participant sells their property prior to exhausting the balance, they have a time limited opportunity to request a refund of the credit balance.

Susan Carlisle
4314 Leisure Lane
Summer Village of Sunrise Beach
TOE IVO
Phone:
Email

November 16, 2020

TO: Summer Village of Sunrise Beach

SUBJECT: Request for Information on SVSB and Regional Efforts to Improve our Digital Infrastructure

The federal government recently announced its Broadband Infrastructure program, to level the playing field between rural and urban digital telecommunications access. In 2017, the GROWTH Alberta Region completed a Broadband study <http://growthalberta.com/wp-content/uploads/2017/10/GROWTH-Alberta-Regional-Broadband-Study.pdf>. Based on the Broadband map published on the federal Broadband program website (<https://crtc.gc.ca/eng/internet/internet.htm>), it appears that we have seen no Broadband expansion since the report was published.

For Lac Ste. Anne County and its communities, and the members of the GROWTH Region, the federal program is a critical infrastructure opportunity for many reasons, including:

- (1) To sustain and attract economic activity by having critical broadband infrastructure needed by industry and business.
- (2) To provide reliable connectivity for farms transitioning to Smart Agriculture,
- (3) To enable tele-health services to offset the recent erosion of rural health services;
- (4) To enable work-from-home, which is expected to persist beyond the Covid-19 pandemic;
- (5) To ensure access to online education opportunities which has recently emerged and is expected to persist beyond the Covid-19 pandemic to some degree;
- (6) To enable aging in place for retired residents; and
- (7) To create opportunities for local and regional app-based on-demand services which are already well established in urban areas.

This past summer we saw a surge in rural real estate purchases. Over the summer, I met several new SVSR community members who had just moved permanently to their existing SVSR resident or purchased properties with the intention of making this their permanent residence. This urban to rural migration will no doubt benefit the region's economy, but new residents bring expectations of digital connectivity on par with urban areas. This is the beginning of the live anywhere/work anywhere/retire anywhere vision which was promised with the expansion of Internet services at the end of the 20th Century, but failed to materialize. The COVID-19 epidemic has been the tipping point towards this vision – a silver lining to this pandemic cloud we live under.

Since parts of the GROWTH region are within an hour of a major urban corridor (Edmonton/the Spruce Grove/Stony Plain) Government officials may assume that proximity to urban centres means we have a satisfactory digital telecom network. On the contrary, our region is not on the "information super highway": we are on a digital secondary road, with some paving, some gravel and many pot holes.

While we are not as isolated as Northern communities, the quality of our digital telecommunications in some locations is as poor as those Northern communities. For example, in SVSB alone, many residents at the south end of the village have a line of sight cellular tower, while the north end has little or no signal. With respect to Internet connectivity, depending on their location and network capacity, some residents have Telus Hub, some have LTE and some have Satellite. Satellite is the most expensive and least reliable, it is the only option for sites with weak signal strength and/or Hub bandwidth is fully allocated.

The federal broadband program represents a time-limited window to bring our digital telecom networks up to urban standards. It is essential for our communities and region to get on board or get left behind technologically, socially and economically.

Please advise as of what actions SVSB and its regional partners are taking to leverage the federal broadband program and/or other opportunities they are pursuing to bring our digital connectivity into the 21st Century.

Sincerely,

Susan Carlisle

cc. Troy Grainger, Executive Director, GROWTH Alberta

VENDOR		VENDOR ID	DATE ISSUED	
SUMMER VILLAGE OF SUNRISE BEACH			23-Oct-2020	
DEPOSITED AT BANK:		DEPOSIT NO	DATE	AMOUNT
BRANCH: 08989	ACCOUNT:	0068866759	27-Oct-2020	\$438.00
TOTAL				\$438.00
PAYMTE D 00154 SUMMER VILLAGE OF SUNRISE BEACH SUMMER VILLAGE OF SUNRISE BEACH PO BOX 1197 ONOWAY AB CAN T0E 1V0				

DEPOSIT NO: 0068866759		DEPOSIT DATE: 27-Oct-2020		
VOUCHER	DESCRIPTION/REASON FOR PAYMENT	INVOICE/CREDIT NOTE	AMOUNT	SUB-TOTAL
ET009523	FCSS NOVEMBER PAYMENT Total Payment From COMM & SOC SERV HEAD QUARTERS For Inquiries Call 825/468-4314	095261394FCSS110120	\$438.00	\$438.00
DEPOSIT TOTAL				\$438.00

JCA6851770-0000307-00154-0001-0001-00-

34



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Grande Prairie*

AR103014

Dear Chief Elected Official,

As you are aware, our province is facing some very challenging economic circumstances. Resource revenues are lower than they were in the early 1970s, while expenses are higher than anticipated due to the need to respond to the COVID-19 pandemic. This will cause financial challenges that will be felt for many years.


In light of these economic circumstances, Alberta may not be able to sustain our current levels of infrastructure and operating spending. We are already planning for Budget 2021; there will be some difficult choices the province must make to ensure Alberta's finances are sustainable over the long-term.

Having met with many municipalities recently, I understand your communities are also facing significant challenges. I will ensure your views are represented as we plan the provincial budget. In the meantime, I strongly encourage you to make certain all of your capital spending is used to support critical infrastructure that will benefit future generations of Albertans and position your community to participate in our economic recovery.

I look forward to working with you to create a sustainable and prosperous future for our province and our communities.

Sincerely,

Tracy L. Allard
Minister

VENDOR		VENDOR ID	DATE ISSUED	
SUMMER VILLAGE OF SUNRISE BEACH		0000010921	10-Nov-2020	
DEPOSITED AT BANK: 021908989		DEPOSIT NO	DATE	AMOUNT
BRANCH:	ACCOUNT:	0068890697	13-Nov-2020	\$18,670.00
TOTAL				\$18,670.00
PAYMTEDE D 00066 SUMMER VILLAGE OF SUNRISE BEACH SUMMER VILLAGE OF SUNRISE BEACH PO BOX 1197 ONOWAY AB CAN T0E 1V0				



DEPOSIT NO: 0068890697		DEPOSIT DATE: 13-Nov-2020		
VOUCHER	DESCRIPTION/REASON FOR PAYMENT	INVOICE/CREDIT NOTE	AMOUNT	SUB-TOTAL
GI9316	MOST-0386-Summer Village of Sunrise Beach-MOST-Summer Village of Sunr Total Payment From Municipal Affairs For Inquiries Call 780/427-7481	MOST-MOST-09282	\$18,670.00	\$18,670.00
DEPOSIT TOTAL				\$18,670.00