

SUMMER VILLAGE OF SUNRISE BEACH AGENDA

Tuesday, November 23rd, 2021 at 7:00 p.m.

In person or Via Zoom at the Onoway Civic Centre.

Due to COVID restrictions, the Public may also participate via Zoom, call the office to arrange for same

As per Bylaw 448-2018 there will be no audio/video recordings of Meetings

1.	<u>Call to Order</u>		
2.	<u>Agenda</u>	a)	November 23 rd , 2021 Regular Council Meeting <i>(to be approved as presented or amended)</i>
3.	<u>Minutes</u> pages 1-4	a)	Tuesday, October 26 th , 2021 Regular Council Minutes <i>(to be approved as presented or amended)</i>
4.	<u>Appointments</u>	a)	7:05 p.m. Director of Emergency Management for Summer Village of Sunrise Beach, Diane Wannamaker. Emergency Management Agency is trying to get all Summer Villages' Hazard Assessments done. Diane will be going over and working with Council on what needs to be completed for the Hazard Assessment Report. Information to be handed out at meeting time. <i>(direction to be given by Council at meeting time)</i>
5.	<u>Bylaws</u> pages 5-6	a)	Bylaw #174-2021 Bylaw is to Rescind Bylaw #96-2004 – A Fireworks Bylaw for the purpose of regulating the use of Fireworks in the Summer Village of Sunrise Beach be rescinded. Council requested that Administration prepare the required bylaw and bring back to the November 23 rd Council meeting for consideration. <i>(give 1st reading as presented or amended, give 2nd reading as presented or amended, give unanimous consent to consider 3rd reading as presented or amended, give 3rd and final reading as presented or amended – or some other direction as given by Council at meeting time)</i>
	pages 7-8	b)	Bylaw #175-2021 – This Short-term Borrowing Bylaw will rescind Bylaw #173-2021. We were recently informed from Alberta Municipal Affairs that these borrowing bylaws must have a clause that this line of credit can be used in the event of local emergency as well as unforeseen urgent operating costs. ATB requires these bylaws to be passed annually. The term of Bylaw #175-2021 will be from the date of passing to December 31 st , 2022. <i>(give 1st reading as presented or amended, give 2nd reading as presented or amended, give unanimous consent to consider 3rd reading as presented or amended, give 3rd and final reading as presented or amended – or some other direction as given by Council at meeting time)</i>

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	<p><u>Business</u> pages 9-15</p>	a)	<p>Metrix Group LLP– Letter dated October 26th 2021, requesting signatures for the Audit Engagement Letter for the year ending December 31, 2021. Metrix Group is the company that has been appointed to complete the Summer Villages’ annual financial statements. Each year they send us an Audit Engagement Letter to be signed (<i>approve engagement letter and authorize execution</i>)</p>
	pages 16-30	b)	<p>Municipal Information Systems Inc. (MuniWare) – Letter dated October 28th, 2021 from Brandi Whiting, CEO of MuniWare. Attached are the 2022 Software Support Agreement and the Software License Agreement, they are our annual agreements for 2022 which have a 0% increase from last year. This is for our software program that we use for tax notices, accounts payable, and our general ledger. We are on a 36 month payment plan for the purchase of Muniware, where we are paying \$513.89 + GST per month for that payment plan. We just have two payments left to make (November and December). As of January 1st, 2022, we will only be paying for the software support which is \$133.33 per month. (<i>Approve and authorize execution of both the Software Support Agreement and the Software Licensing agreement or some other direction as given by Council</i>).</p>
	pages 31-33	c)	<p>Council Policy # C-COU-REM-1 (1-001 & 11-002) – We have attached the amended Council Policy for Remuneration and Expense Reimbursement to include a \$75.00 Communication Expense for Council for phone and internet use with the condition that the respective Council member has attended that months meeting. (<i>approve updated policy that includes the \$75.00 Communication Expense for Council for phone & internet or some other direction at meeting time</i>).</p>
	pages 34-46	d)	<p>Capital Region Assessment Services Commission – Email dated November 10th, 2021 from Richard Barham, Finance Officer for Capital Region Assessment Services Commission, also attached is the Participant Memorandum of Agreement for the period of 2022-2024. The Summer Village of Sunrise Beach entered into a one year agreement with Capital Region Assessment Services Commission in October 2020. Significant changes in the new agreement include that it will be our responsibility to provide a facility if we ever need to have a hearing. Also there will be changes to the fees as well (our present fees for a hearing day or part day</p>

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	pages 34-46		are \$400 for each Local Assessment Review Board member and for each Composite Assessment Review Board member, in the new agreement those fees will be \$800 for each Local Assessment Review Board member and for each Composite Assessment Review Board member). Present fees are \$200 per panellist for each hearing day or part day that does exceed 4 hours, \$300 per panellist if it does exceed 4 hours, in the new agreement those fees will be \$175 per panellist not exceeding 4 hours and \$300 if it does exceed 4 hours. Present agreement is \$650 for each hearing day or part day where the commission provides an Assessment Clerk. In the new agreement it is now \$800. Termination for this new agreement is six months' notice (<i>Approve and authorize execution of the Capital Region Assessment Services Agreement for the period of 2022-2024 some other direction as given by Council</i>).
		e)	
		f)	
		g)	
7.	<u>Financial</u>		
		a)	Income and Expense Statement – October 31 st , 2021
8.	<u>Councillor Reports</u>		
		a)	Mayor Ethier
		b)	Deputy Mayor Benson – Water station update.
		c)	Councillor Steenbergen

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9.	<u>Administration Reports</u>		
		a)	DO report
		b)	Rural post office boxes
		c)	
		d)	
10.	<u>Correspondence & Information</u>		
	page 47	a)	Village of Alberta Beach – Organization Meeting committee appointments.
	page 48	b)	Alberta Municipal Affairs - Email dated October 27 th , 2021 from Ric McIver, Minister of Alberta Municipal Affairs. Email is informing us that future MSI Capital allocations will be receiving 40.6 percent of what we received in the 2021 for years 2022 and 2023. MSI Operating allocations will remain frozen, meaning we will receive what we did in 2021 for 2022 and 2023.
	page 49	c)	Association of Summer Villages of Alberta (ASVA) – Letter dated October 27 th , 2021 from Mike Pashak, President of Association of Summer Villages of Alberta (ASVA) announcing his nomination to the Alberta Urban Municipalities Association (AUMA).
	pages 50-51	d)	MSI Estimated funding for 2022 and 2023 – Email dated October 29 th , 2021 from Heather Luhtala with attached grant funding numbers for both MSI Capital and Operating. Our allocation for MSI Capital in 2021 was \$94,353. Our 2022 and 2023 allocations are estimated to be at \$38,262. Our allocation will be the same as 2021 at \$7,936.
	pages 52-54	e)	Town of Onoway – Email dated November 12 th , 2021 from Penny Frizzell, Records Clerk with the Town of Onoway, attached with email are the Organization Meeting committee appointments the Town of Onoway Council.
		f)	

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		g)	
		h)	
11.	<u>Open Floor Discussion with Gallery</u>		
12.	<u>Closed Session</u>		
13.	<u>Adjournment</u>		

Next Meetings:

Regular Council Meeting January 25th, 2022
Regular Council Meeting February 22nd, 2022
Regular Council Meeting March 22nd, 2022
Regular Council Meeting April 26th, 2022

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF SUNRISE BEACH, IN THE PROVINCE OF ALBERTA HELD ON TUESDAY OCTOBER 26TH, 2021, ONOWAY CIVIC CENTRE AT 7:00 P.M. IN PERSON AND VIA ZOOM

	<p>PRESENT</p> <p>Mayor Jon Ethier Deputy Mayor Mike Benson Councillor Everett Steenbergen</p> <p>Chief Administrative Officer Wendy Wildman</p> <p>ABSENT</p> <p>Administrative Assistant Lana Lange</p> <p>APPOINTMENT</p> <p>Councillor Michael Harney, Summer Village of Sandy Beach</p> <p>Public at Large: 2 – 1 in person and 1 via zoom</p>
1.	<p>CALL TO ORDER</p> <p>Mayor Ethier called the council meeting to order at 7:00 p.m.</p>
2.	<p>AGENDA 168-21</p> <p>MOVED by Mayor Ethier that the October 26th, 2021 Agenda be approved with the following additions:</p> <p>4 a) Councillor Michael Harney, Summer Village of Sandy Beach to update council on the Joint Lagoon.</p> <p>9 c) Lac Ste Anne County Subdivision Referral Approval, File # 025SUB2021, Legal SE-34-55-01-W5M, Lac Ste Anne County.</p> <p style="text-align: right;">CARRIED</p>
3.	<p>MINUTES 169- 21</p> <p>MOVED by Mayor Ethier that the minutes of the September 28th, 2021 Regular Council meeting be approved as presented.</p> <p style="text-align: right;">CARRIED</p>
4.	<p>APPOINTMENTS</p> <p>7:00 p.m. Councillor Michael Harney, Summer Village of Sandy Beach, discussed matters related to the operation, and options for rehabilitation, of the Sandy Beach/Sunrise Beach sewage lagoon.</p> <p>Michael Harney left the meeting at 7:48 p.m.</p> <p>170-21</p> <p>MOVED by Deputy Mayor Benson that the presentation and update on the Sandy Beach/Sunrise Beach sewage lagoon be accepted for information, and that a further meeting be requested to finalize details with respect to a potential application for funding for agreed upon rehabilitation of the lagoon.</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 26TH, 2021, ONOWAY CIVIC CENTRE AT 7:00 P.M. IN PERSON AND VIA ZOOM

8.	COUNCIL REPORTS 177-21	MOVED by Mayor Ethier that verbal Council Reports be accepted for information as presented CARRIED
9.	ADMINISTRATION REPORTS 178-21	MOVED by Mayor Ethier that the Administration Reports be accepted for information as presented. CARRIED
10.	CORRESPONDENCE 179-21	MOVED by Deputy Mayor Benson that the following correspondence be accepted for information: <ul style="list-style-type: none"> a) Alberta Municipal Affairs - Letter dated September 2nd, 2021 from Christine Biogray, Director, Tax Programs and Assessment Audit for Alberta Municipal Affairs. Letter is formal notification that the Grants and Education Property Tax Branch will be performing a detailed assessment audit for the Summer Village. Also attached is an email dated September 13th, 2021 from Ning Zheng, Senior Assessment Auditor, Alberta Municipal Affairs, requesting information from administration to assist with the audit. b) Government of Alberta – Statement of Direct Deposit of \$438.00 for FCSS September payment. c) Summer Village of Sunrise Beach Animal Control Log - Report received October 12th, 2021 from Tom Puffer, Animal Bylaw Officer, Summer Village of Sunrise Beach, summarizing his patrol on the dog he was asked to check out by numerous complaints of a vicious dog. d) Alberta Municipal Affairs - Email with attached letter sent September 29th, 2021 from Garry Sandberg, Assistant Deputy Minister, Alberta Municipal Affairs, sharing 2020 Municipal Indicator Results. CARRIED
11.	OPEN FLOOR DISCUSSION WITH GALLERY	N/A
12.	CLOSED MEETING	N/A

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF SUNRISE BEACH, IN THE PROVINCE OF ALBERTA HELD ON TUESDAY OCTOBER 26TH, 2021, ONOWAY CIVIC CENTRE AT 7:00 P.M. IN PERSON AND VIA ZOOM

13.	ADJOURNMENT	As all matters have been addressed Mayor Ethier declared the meeting adjourned at 8:51 p.m.

Mayor, Jon Ethier

Chief Administrative Officer, Wendy Wildman

UNAPPROVED

(4)

BEING A BYLAW OF THE SUMMER VILLAGE OF SUNRISE BEACH IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF RESCINDING THE SUMMER VILLAGE OF SUNRISE BEACH BYLAW TO CONTROL THE USE OF FIREWORKS BYLAW (BYLAW 96-2004).

WHEREAS the Council of the Summer Village of Sunrise Beach passed Bylaw 96-2004 known as the Summer Village of Sunrise Beach Bylaw to Control the use of Fireworks; and

WHEREAS pursuant to Section 191 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, the Council of a municipality is authorized to pass a bylaw to rescind a Bylaw; and

WHEREAS the Summer Village of Sunrise Beach no longer requires the Summer Village of Sunrise Beach Bylaw 96-2004, to Control the use of Fireworks;

NOW THEREFORE the Municipal Council of the Summer Village of Sunrise Beach, duly assembled, and under the authority of the Municipal Government Act, as amended, hereby enacts as follows:

1. That the Summer Village of Sunrise Beach, Control the use of Fireworks (Bylaw 96-2004) is hereby rescinded.

AND WHEREAS this Bylaw comes into full force and effect upon third and final reading.

READ a first time this 23rd day of November 2021.

READ a second time this 23rd day of November 2021.

UNANIMOUS CONSENT to proceed to third reading this 23rd day of November 2021.

READ a third and final time this 23rd day of November 2021.

SIGNED this 23rd, day of November 2021.

5

Mayor, Jon Ethier

Chief Administrative Officer, Wendy Wildman

6

Municipal Borrowing Bylaw

**BEING A BYLAW OF THE SUMMER VILLAGE OF SUNRISE BEACH, IN THE
PROVINCE OF ALBERTA, FOR THE PURPOSE SPECIFIED IN SECTION 256 OF
THE MUNICIPAL GOVERNMENT ACT
BYLAW NO. 175-2021**

WHEREAS the Council of the Summer Village of Sunrise Beach (hereinafter called the "Corporation") in the Province of Alberta, considers it necessary to borrow certain sums of money for the purpose of an operating Line of Credit for interim financing in the event of a local emergency or to cover unforeseen urgent operating expenditures not included in the operating budget over the period from the date of this Bylaw through to December 31, 2022.

NOW THEREFORE pursuant to the provisions of the Municipal Government Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation is hereby authorized to borrow from ATB Financial, ("ATB") up to the principal sum of \$200,000.00 repayable upon demand at a rate of interest per annum from time to time established by ATB, not to exceed 10%, and such interest will be calculated daily and due and payable monthly on the last day of each and every month.
2. The borrowing is a line of credit repayable on demand and the Corporation is required to pay accrued interest monthly.
3. The Chief Elected Officer and the Chief Administrative Officer are authorized for and on behalf of the Corporation:
 - (a) to apply to ATB for the aforesaid loan to the Corporation and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to ATB;
 - (b) as security for any money borrowed from ATB
 - (i) to execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
 - (ii) to give or furnish to ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and
 - (iii) to execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or to furnish to ATB the security or securities required by it.



Municipal Government Act RSA 2000 Chapter M-26
Section 256 Borrowing Bylaw

4. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are: Taxes, Reserves, Grants
5. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.
6. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 3 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.
7. This Bylaw comes into force on the final passing thereof and rescinds Bylaw #173-2021.

WE HEREBY CERTIFY that the foregoing Bylaw was duly passed by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the 18th day of November 2020 at which a quorum was present, as entered in the minutes of the said Council, and that the Bylaw has come into force and is still in full force and effect.

THIS Municipal Borrowing Bylaw, inclusive of its Certificate: (a) may be executed electronically; and (b) may be delivered by email, facsimile or other functionally-equivalent means.

READ a first time this 23rd day of November, 2021.

READ a second time this 23rd day of November, 20201

UNANIMOUS CONSENT to proceed to third reading this 23rd day of November, 2021.

READ a third and final time this 23rd day of November, 2021.

SIGNED this 23rd day of November, 2021.

WITNESS our hands and the seal of the Corporation this 23rd day of November, 2021.

Mayor, Jon Ethier

Chief Administrative Officer, Wendy Wildman





RECEIVED
OCT 26 2021

October 26, 2021

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

Attention: Wendy Wildman, Chief Administrative Officer

Dear Wendy:

Re: 2021 Audit 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, 2021. 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, 2021, 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-31-21, 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 Company as at December-31-21 and the results of its operations and its cash flow 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 Company 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 Company'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 Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company'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 Company'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 Company'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 Company 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;

- 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 (no increase from 2020), 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 company 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:

Wendy Wildman, Chief
Administrative Officer

Date signed

Mayor Jon Ethier

Date signed

15

October 28, 2021

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

Re: 2022 Software Support Agreement and Software License Agreement

To our trusted clients, we understand these past 18 months or so, have presented all of us with ongoing challenges as we continue to adapt to a Covid environment 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. On behalf of all of us at MuniWare, thank you for continuing to provide your much-needed services.

Here at MuniWare, we continue to work on program and service enhancements, to provide assist with your operational needs.

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 again, for 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 2022 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 2022 Software License Agreement.

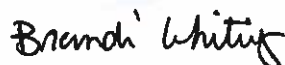
Please return one signed copy of both the Software Support Agreement and the Software License Agreement to our office by January 1, 2022.

On behalf of myself and all my MuniWare colleagues, I would like to thank you for your continued partnership with us—

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)



MUNIWARE

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 CUSTOMERS 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 21, 2021

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).



MUNIWARE

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

MUNICIPAL INFORMATION SYSTEMS INC.

2022 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 Licence 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 Licence 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 Licence 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 licence limits for all modules (except payroll)	Minimum of 50 @ \$2.00 each plus GST
Payroll Licence Limits	Minimum of 10 @ \$5.00 each plus GST
Software Licence Key Extensions	As quoted plus GST
New Module Licence	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 LICENCE 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 Licence 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, or contracted accounting staff of CUSTOMER, and CUSTOMER will not allow or permit anyone who is not an employee, contracted administrative staff, or contracted accounting staff of 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 **\$133.33** 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 Licence 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 LICENCE 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

October 22, 2021

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 named on the first page of this agreement without the express consent of Municipal Information Systems Inc. (MuniWare).



Summer Village of Sunrise Beach

Council Policy

Number	Title			
C-COU-REM-1 (I-001 & II-001)	Council Remuneration and Expense Reimbursement			
Approval	Originally Approved		Last Revised	
(CAO initials)	Resolution No:	175-21	Resolution No:	117-20
	Date:	October 26, 2021	Date:	July 28, 2020

Purpose

To ensure Council Members receive fair compensation for their time and expenses incurred while on Summer Village business.

Policy Statement

Council Members shall be provided with remuneration for their time and reimbursement for the expenses incurred in fulfilling their duties on Summer Village Council.

Standards

1. Remuneration is intended to compensate for official business conducted on behalf of the council as a whole to benefit the Summer Village of Sunrise Beach.
2. Remuneration is not intended to match or replace employment or professional rates that the Councillors or Mayor may expect in their job or profession.
3. Remuneration rates will be adjusted from time to time based upon comparisons, inflation rates, and any other considerations deemed appropriate in a manner agreed upon by Council.
4. Cost of living adjustment will be reviewed by council on an annual basis and may or may not be applied to council base pay and/or meeting rates at the discretion of Council.
5. Remuneration, travel and meals shall be paid in accordance with the amounts and rates approved at the annual organizational meeting or as amended by Council motion from time to time and as shown in Schedule "A". No alcoholic beverages shall be paid for the by the Village at any time.
6. Other items Travel – actual receipted cost may include incidentals such as parking, use of public transportation, etc.
7. Reimbursement amounts should be reviewed annually.

(31)



Summer Village of Sunrise Beach Council Policy

Legal References:

Cross References:

Revisions:

Resolution Number	MM/DD/YY

32



Summer Village of Sunrise Beach

Council Policy

Schedule "A"

Honorariums

- | | |
|--|-----------|
| 1. Council Meetings | \$ 150.00 |
| 2. Committee Meetings as appointed | \$ 150.00 |
| 3. Other full Day Meetings/Conferences/Seminars (4 hours minimum) | \$ 200.00 |
| 4. Communication Expense (phone, internet)
(condition that respective council has attended that months council meeting) | \$ 75.00 |

Meal Expenses

When travelling on Summer Village business a claim can be made for meal allowances as per receipts provided to a maximum of:

\$15.00 for breakfast

\$20.00 for lunch

\$30.00 for dinner/supper

Mileage Expenses

When employees or elected officials use their own vehicles for approved municipal business, the reimbursement rate shall be:

\$0.55 per kilometer

Accommodation Expense

When travelling on Summer Village business the actual cost of the accommodation may be claimed.

Incidental Expenses

Other incidentals such as telephone calls and parking will be paid upon receipts being provided.

svsunrisebeach@wildwillowenterprises.com

From: Richard Barham <richard.barham@crasc.ca>
Sent: November 10, 2021 3:06 PM
To: undisclosed-recipients:
Subject: CRASC ARB AGREEMENT 2022-2024 - PARTICIPANT
Attachments: ARB Agreement 2022-2024 - PARTICIPANT - BASE - DRAFT - 210930.pdf; ARB Agreement 2022-2024 - PARTICIPANT - LETTER - FINAL - 211101.pdf

Dear CRASC ARB PARTICIPANT:

Please find attached an electronic copy in PDF format of CRASC's Service Agreement to continue to provide Assessment Review Board Services to your municipality(ies) for the years 2022-2024, along with an important explanatory letter.

Please open and follow the instructions in the letter.

The more significant changes in the new agreement are shown below:

Para 4e Responsibility for providing hearing facilities Para 5 Changes in fees Schedule "A", Para 2 Changes in fees

Thank you for your attention to this matter and we look forward to serving your ARB needs for a further 3 year term.

Regards,

Richard Barham

--
Richard Barham
Finance Officer
Capital Region Assessment Services Commission (CRASC)
11810 Kingsway Avenue
Edmonton, AB T5G 0X5
Tel: 780 482 1451

Capital Region Assessment Services Commission



**PARTICIPANT
MEMORANDUM OF AGREEMENT
2022 - 2024**

**LOCAL ASSESSMENT REVIEW BOARDS
and
COMPOSITE ASSESSMENT REVIEW BOARDS**

1 January 2022

35

MEMORANDUM OF AGREEMENT

made between

CAPITAL REGION ASSESSMENT SERVICES COMMISSION
(the “Commission”)

and

(the “Participant”)

WHEREAS the Commission will provide specific administrative and financial services relating to Assessment Review Boards to the Participant;

AND WHEREAS the Commission and the Participant have reached agreement with respect to the terms and conditions under which the Commission will provide such administrative and financial services to the Participant;

NOW THEREFORE the Commission and the Participant agree as follows:

1. DEFINITIONS

- a. “**Board**” means the Board of Directors of the Capital Region Assessment Services Commission.
- b. “**Commission**” means the Capital Region Assessment Services Commission.
- c. “**Fiscal Year**” means 1st of January to 31st of December.
- d. “**Participant**” and “**Municipality**” mean a municipal authority NOT listed in the Appendix to Alberta Regulation 77/96, as amended from time to time; and which has engaged the services of the Commission to provide specific administrative and financial services relating to Assessment Review Boards.

- e. **“Panellist”** means an individual who is accredited by the Alberta Land & Property Rights Tribunal (“LPRT”) to hear Assessment Complaints.
- f. **“Assessment Review Board”** and **“ARB”** mean either the Local Assessment Review Board (“LARB”) or the Composite Assessment Review Board (“CARB”).
- g. **“Assessment Clerk”** means an individual who is accredited by the Alberta LPRT to perform assessment clerk services.
- h. **“Term”** means the term of this agreement as set forth in Section 2.

2. **TERM**

The term of this agreement is as specified in Schedule “A” hereto. The Term may be extended by an agreement in writing between the parties hereto before the end of the Term, failing which the agreement shall terminate at the end of the Term without notice by either party to the other and without additional compensation from the Participant to the Commission.

3. **OBLIGATIONS of the COMMISSION**

The Commission will provide a full ARB administration service from receipt of Complaint forms through to distribution of the hearing decisions, including, but not limited to:

- a. receiving Complaint forms from the Participant, acknowledging their receipt, setting up hearings, preparing and distributing Notices of Hearings, attending each hearing and distributing the decision.
- b. maintaining a Panellist pool sufficient to respond to the Participant’s requirements for Assessment Review Board hearings.
- c. annually providing the Participant with:
 - i. a list of Commission approved Panellists from which the Commission can draw to fill its hearing needs;
 - ii. the name of the chair of the LARB and CARB;
 - iii. the name of the Assessment Clerk of the LARB and CARB.

- d. apprising the Participant of such information relevant and necessary for the performance of its legislated duties and responsibilities with respect to Assessment Review Boards.
- e. providing an Assessment Clerk at Assessment Review Board hearings, unless the Participant informs the Commission of its wish to provide its own Assessment Clerk.
- f. assisting the Panellists to prepare a written decision from each hearing and distributing the decision to the appropriate parties. *NOTE - The decisions, reasons therefore and the writing of the decision are the responsibility of the hearing panellists. The clerk will provide only administrative and clerical assistance to this function.*
- g. preparing, and distributing to the Participant, appropriate administrative and operating policies and procedures relating to Assessment Review Boards.
- h. annually meeting with the Panellists to review activities and ensure that the Panellists are current with respect to Assessment Review Board hearing information.

Panellist Nominations:

While it is the policy of the Commission to, wherever possible, draw its pool of panellists only from its members; from time to time the Commission may contact Participants seeking nominations of suitable individuals who may be appointed as potential Panellists so that an acceptable pool of accredited Panellists can be maintained. The determination of the Panellist pool rests solely with the Commission.

Should the Commission decide to accept the Participant's nominee, the Commission will contact the Participant's nominee to outline the requirements for being considered as a Panellist and inform the nominee of pending training and accreditation requirements and opportunities. Upon successful accreditation, the nominee will be entered on the Commission's Panellist pool registry as maintained by the Commission.

4. OBLIGATIONS of the PARTICIPANT

The Participant will cooperate with the Commission to ensure the smooth running of the Commission's ARB practices and procedures, including, but not limited to:

- a. at the commencement of each year of this agreement (and no later than the 15th of February of each year), the Participant will provide to the Commission its total parcel count as at the 1st of January of each year.
NOTE - This parcel count will be used to calculate the total per parcel fees due in accordance with Schedule "A" to this agreement.
- b. annually appointing to the LARB and CARB the list of Commission Panellists, the name of the chair and the name of the Assessment Clerk, provided to the Participant by the Commission each year. *NOTE - The Commission draws from only its own designated pool of Panellists to sit on Commission administered hearings.*
- c. providing the Commission with immediate notification by email when an Assessment Review Board Complaint has been filed with the Participant.
- d. for each complaint, promptly scanning and emailing the following to the Commission: *(IMPORTANT - Where the following documentation contains colour, the document should be scanned in colour.)*
 - Assessment Review Board Complaint form
 - Assessment Complaints Agent Authorization form - if appropriate
 - Proof of payment of applicable complaint fee
 - All other documentation provided by the complainant accompanying the ARB Complaint form
 - Copy of the assessment notice or combined assessment/tax notice that is the subject of the complaint
 - Confirmation of the date that the complaint was received by the Participant and that the complaint was received within the deadline for submission of complaints.
- e. when requested by the Commission, providing a suitable meeting room or other means of facilitating a hearing (e.g. setting up, providing and hosting suitable videoconference and/or teleconference facilities) for the Assessment Review Board hearing without charge to the Commission. The decision regarding how the hearing will take place, e.g in person, by video/teleconference or by other means will be at the sole discretion of the Commission.

5. FEES and EXPENSES

Each year the Board will review the budget for Assessment Review Board services and will establish such fees as it deems appropriate. Annually, the Participant will

be informed as to what the forthcoming year's fees will be. Effective at the commencement of this Agreement, these approved fees and expenses are as shown in Schedule "A" and they will remain in effect for the remaining years of this agreement unless changed by the Board.

The Commission will invoice each Participant for the applicable fees and expenses listed in Schedule "A" and the Participant will pay those invoices in a timely manner.

Should the Board change the fees in Schedule "A", the Participant has the option to withdraw from this agreement within 30 days from the latter of the date of the change(s) coming into effect and the Participant being informed of the change(s).

6. PARTICIPANT INFORMATION

All Participant information relating to the Assessment Review Board complaints is deemed the property of the Participant.

Other than for the proper functioning of the Assessment Review Board process, the Commission will not disclose or make known to any person the Participant information or any matter or thing which comes to the knowledge of or is disclosed to the Commission by reason of this Agreement and shall retain all such knowledge as confidential, unless the Commission is required by law, or is expressly authorized by the Participant in writing, to disclose or make known the knowledge.

Where Participant information, whether paper or electronic, is in the temporary possession or control of the Commission, the Commission will ensure the security and safety of all data and allow only authorized access to the Participant information.

7. TERMINATION

A Participant shall be entitled to terminate this agreement upon six (6) months written notice together with payment of the annual fees for the balance of the Term.

The Commission reserves the right to terminate this agreement upon six (6) months written notice to the Participant.

8. SURVIVAL

The provisions of this agreement, which by their context are meant to survive the expiry or earlier termination of this agreement, shall so survive for the benefit of the party relying upon the same.

9. NOTICE

Whether or not so stipulated herein, all notices, communication, requests and statements required or permitted hereunder shall be in writing.

10. ASSIGNMENT

This agreement or any rights arising out of this agreement shall not be assigned by either party hereto without the other party's prior written consent, which consent shall not be arbitrarily withheld.

11. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties with respect to the subject matter hereof.

12. AMENDMENTS

This agreement can be modified, amended or assigned only by a written instrument duly executed by the parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement by the hands of their respective, properly authorized officers, on their behalf.

THE COMMISSION: CAPITAL REGION ASSESSMENT SERVICES
COMMISSION

Per: _____, 202
Authorized Signature Name Date

THE PARTICIPANT: _____
Name of Participant

Per: _____, 202
Authorized Signature Name Date

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SCHEDULE "A"

TERM of AGREEMENT

The Term of this agreement is for the period from 1 January 2022 to 31 December 2024.

FEES and EXPENSES

The compensation payable by the Participant to the Commission for its performance of this agreement is as follows:

1. Annual Fees per Participant - Per Fiscal Year

- a. Core fee of \$800, plus;
- b. Per parcel fee of \$0.30, based on the total number of the Participant's parcels that are eligible to have a LARB or CARB complaint filed on them, as at 1 January of each year of the agreement. *(Do not include DIP, Linear, Exempt, Municipal Owned and similar parcels)*

2. Hearing Fees - Per Hearing

Assessment Review Board Hearing Fees are chargeable to the Participant for each hearing day or part day and depend on the services provided to the Participant for each hearing. Not all fees may be chargeable for every hearing.

- a. **Hearing:**
 - \$800 for each LARB hearing day or part day.
 - \$800 for each CARB hearing day or part day.
- b. **Panellist:**
 - \$175 per Panellist for each hearing day or part day and associated travel time that do not exceed four (4) hours.
 - \$300 per Panellist for each hearing day or part day and associated travel time that exceed four (4) hours and do not exceed eight (8) hours.

\$450 per Panellist for each hearing day or part day and associated travel time that exceed eight (8) hours.

- c. **Presiding Officer:** \$225 per Presiding Officer for each hearing day or part day and associated travel time that do not exceed four (4) hours.

\$400 per Presiding Officer for each hearing day or part day and associated travel time that exceed four (4) hours and do not exceed eight (8) hours.

\$600 per Presiding Officer for each hearing day or part day and associated travel time that exceed eight (8) hours.

- d. **Assessment Clerk:** \$800 for each hearing day or part day where the Commission provides an Assessment Clerk.

3. **Hearing Expenses**

Travel and subsistence expenses are chargeable to the Participant for each hearing. These are based on the rates established from time to time by the Government of Alberta for its Boards, Agencies and Commissions.

COMMISSION'S SERVICE ADDRESS

The Commission's address for service of notices is:

Capital Region Assessment Services Commission
11810 Kingsway
Edmonton, Alberta T5G 0X5

Telephone: 780-451-4191
Email: info@crasc.ca

PARTICIPANT'S SERVICE ADDRESS

The Participant's address for service of notices is:

Name of municipality _____

Contact name _____

Address 1 _____

Address 2 _____

City _____

Postal Code _____

Telephone: _____

Email: _____

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PRESENT
AGREEMENT
FEES

SCHEDULE "A"

TERM of AGREEMENT

The Term of this agreement is for the period from 1 January 2021 to 31 December 2021.

FEES and EXPENSES

The compensation payable by the Participant to the Commission for its performance of this agreement is as follows:

1. Annual Fees per Participant - Per Fiscal Year

- a. Core fee of \$800, plus;
- b. Per parcel fee of \$0.30, based on the number of Participant's parcels on file with the Commission as at 1 January of each year of the agreement.

2. Hearing Fees - Per Hearing

Assessment Review Board Hearing Fees are chargeable to the Participant for each hearing and depend on the services provided to the Participant for each hearing. Not all fees may be chargeable for every hearing.

- a. **Hearing Fees:** \$400 for each LARB.
\$400 for each CARB.
- b. **Panellist Fees:** \$200 per Panellist for each hearing day or part day and associated travel that do not exceed four (4) hours.
\$300 per Panellist for each hearing day or part day and associated travel that exceed four (4) hours.
- c. **Assessment Clerk:** \$650 for each hearing day or part day where the Commission provides an Assessment Clerk.



Alberta Beach

Box 278 • Alberta Beach • Alberta • T0E 0A0
Telephone: 780-924-3181 • Fax: 780-924-3313

RECEIVED
OCT 26 2021

October 20, 2021

Re: Alberta Beach Organizational Meeting

Council of Alberta Beach held their Organizational Meeting on October 19th, 2021. The results of their Organizational Meeting are as follows;

Mayor.....	Bud Love
Deputy Mayor.....	Angela Duncan
Councillor.....	Debbie Durocher
Councillor.....	Tara Elwood
Councillor.....	Daryl Weber

Committee Appointments:

Alberta Beach Ag Society Agliplex Operations - Deputy Mayor Duncan and Councillor Elwood as alternate
Alberta Beach Campground Advisory Committee - Mayor Love and Councillor Weber
Alberta Beach Inter-municipal Development Plan Steering Committee - Mayor Love and Deputy Mayor Duncan
Alberta Beach Library Board - Councillor Elwood
Alberta Beach Museum & Archives - Councillor Durocher
Alberta Beach Public Works Advisory Committee - Mayor Love and Councillor Weber
Beachwave Park Stakeholders Committee - Councillor Durocher
Community Futures Yellowhead East - Councillor Weber and Councillor Elwood as alternate
Darwell Regional Wastewater Transmission Line Steering Committee – Deputy Mayor Duncan
Emergency Advisory Committee – All Council members
FCSS Trivillage Committee - Deputy Mayor Duncan
Highway 43 East Waste Commission – Mayor Love and Councillor Weber as alternate
Inter-municipal Collaboration Framework (ICF) Committee - Mayor Love and Deputy Mayor Duncan and Councillor Elwood as alternate
Lac Ste. Anne East End Bus - Councillor Weber
Lac Ste. Anne Foundation - Councillor Weber and Councillor Elwood as alternate
Lake Isle and Lac Ste. Anne Water Quality Management Society - Deputy Mayor Duncan
Land Use Bylaw Review Committee - Deputy Mayor Duncan and Councillor Durocher
Municipal Planning Commission - All Council members
Partners In Progress Committee - Councillor Durocher
Regional Fire Services Steering Committee - Councillor Elwood
Regional Recreation Board Steering Committee - Councillor Durocher
Regional Revenue and Cost Sharing Steering Committee – Deputy Mayor Duncan
Ste. Anne Recreational Lake Use Committee (SARLUC) - Mayor Love and Councillor Weber
Ste. Anne Regional Municipalities (SARM) Committee - Mayor Love and Deputy Mayor Duncan and Councillor Elwood as alternate
Sturgeon River Watershed Alliance - Deputy Mayor Duncan
Trivillage Regional Sewage Service Commission – Deputy Mayor Duncan and Councillor Weber
1WAG (Watershed Action Group) - Councillor Durocher
West Inter Lake District (WILD) Water Commission - Deputy Mayor Duncan and Mayor Love as alternate
Yellowhead Regional Library Board - Councillor Elwood and Deputy Mayor Duncan as alternate

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From: MA.MSICapitalGrants@gov.ab.ca
Sent: October 27, 2021 5:26 PM
To: Wendy Wildman
Subject: 2022 and 2023 MSI Allocation Estimates

RECEIVED
OCT 28 2021

Dear Chief Elected Officials:

As part of Budget 2021, our government had to make difficult decisions to keep spending under control while supporting local governments so they can continue to invest in important infrastructure. In light of the province's fiscal situation, Municipal Sustainability Initiative (MSI) capital funding was reduced to an average of \$722 million annually over the three-year period from 2021 to 2023. To sustain economic recovery and stimulus spending, MSI capital funding was frontloaded at \$1.196 billion in 2021, and it will decrease to \$485 million for 2022 and 2023.

I understand how important it is for municipalities and Metis Settlements to know what to expect in future years so you can plan effectively. As such, we are publishing MSI capital and operating estimates for the next two years on the program website at www.alberta.ca/municipal-sustainability-initiative.aspx (under the Future of MSI section). We have adjusted the way municipal allocations are calculated in order to maintain fairness and consistency in proportional shares of MSI funding despite the reduced annual amount.

MSI Capital

For both 2022 and 2023, every municipality and Metis Settlement is estimated to receive 40.6 per cent of what they received in 2021. This reduction is equivalent to the year over year change in the MSI capital budget from \$1.196 billion to \$485 million, and ensures the reduced budget will impact every local government equally.

These estimates remain subject to legislative approval of Budget 2022 and Budget 2023, as well as formal Ministerial approval following each budget, but otherwise are not expected to change. For the final two years of the MSI program, allocations will not be recalculated with updated information such as population, education tax requisitions or road lengths.

MSI Operating

To provide stability in operating funding, MSI operating allocations will be frozen at the 2021 level for both 2022 and 2023. Every municipality and Metis Settlement will receive the same amount of operating funding for the next two years as they received this year.

Should you have any questions or concerns, please do not hesitate to contact my office.

Sincerely,

Ric McIver
Minister

cc: Chief Administrative Officers



Association of
SUMMER VILLAGES
OF ALBERTA

RECEIVED
NOV 01 2021

October 27, 2021

ATTN: Council Members
Summer Villages of Alberta

RE: Nomination to the AUMA Board of Directors

I am very grateful to be able to return for my 2nd term to serve as your President of the Association of Summer Villages of Alberta (ASVA) and look forward to advocating on behalf of all our great Summer Villages, in this capacity.

In order to serve you more effectively, the ASVA Board has found it advantageous to have the ASVA President sit on the AUMA Board of Directors. At the last ASVA Board meeting, a resolution was passed supporting my nomination as the Summer Villages representative on the AUMA Board and directing that a letter be written to all Summer Villages requesting support of this nomination. This greatly aides in ensuring Summer Villages receive the timely information from the AUMA on emerging issues and more importantly that we have a voice at the table, one that represents *all* Summer Villages (as all 51 are members of the ASVA).

For those of you who are attending the upcoming AUMA convention, I graciously request your support as your Summer Villages representative on the AUMA Board of Directors.

Sincerely,

ASSOCIATION OF SUMMER VILLAGES OF ALBERTA

Mike Pashak
President

49

From: administration@wildwillowenterprises.com
Sent: October 29, 2021 7:11 AM
To: svsunrisebeach@wildwillowenterprises.com
Cc: Wendy Wildman; Charlsie New Moskalyk
Subject: MSI Estimated Funding for 2022 and 2023 - Sunrise Beach
Attachments: 2022 2023 Sunrise Beach Proposed MSI Allocations.pdf

Attached are the estimated grant funding numbers for MSI for 2022 and 2023 for Sunrise Beach.

MSI-Capital is estimated to be funded at 40.6% of the 2021 allocation (*Sunrise Beach's 2021 allocation - \$94,353*). **This is quite a decrease to the capital funding.**

MSI-Operating will be funded at the same level as 2021 year over the next two years. (*Sunrise Beach's 2021 allocation - \$7,936*).

Municipal Affairs has stated that the numbers provided will not be adjusted from one year to the next, however, are still subject to legislative and ministerial approval.

Thanks,

Heather Luhtala,
Asst. CAO

S.V. of South View ([Sign Up for South View Connect Today!](#))

S.V. of Silver Sands ([Sign Up for Silver Sands Connect Today!](#))

S.V. of Yellowstone ([Sign Up for Yellowstone Connect Today!](#))

Phone: 587-873-5765

Fax: 780-967-0431

Website: www.wildwillowenterprises.com

Email: administration@wildwillowenterprises.com



Sunrise Beach

2022 MSI ALLOCATION ESTIMATES ONLY FOR BUDGETING PURPOSES

Year	Description	Amount
2022	MSI-Capital Allocation	\$ 38,262
2022	MSI-Operating Allocation	\$ 7,936
2022	Total	\$ 46,198

2023 MSI ALLOCATION ESTIMATES ONLY FOR BUDGETING PURPOSES

Year	Description	Amount
2023	MSI-Capital Allocation	\$ 38,262
2023	MSI-Operating Allocation	\$ 7,936
2023	Total	\$ 46,198

(51)

svsunrisebeach@wildwillowenterprises.com

From: penny@onoway.ca
Sent: November 12, 2021 10:05 AM
To: mprimeau@lsac.ca; tcourt@lsac.ca; cao@mayerthorpe.ca; Alberta Beach
Cc: svcastle@telus.net; ddm@kronprinzconsulting.ca; sv sandyb@xplornet.ca;
administration@wildwillowenterprises.com; svsunrisebeach@wildwillowenterprises.com;
cao@rosshaven.ca; d.evans@xplornet.com; office@sunsetpoint.ca;
svwestcove@outlook.com
Subject: TOWN OF ONOWAY
Attachments: COUNCILLOR COMMITTEE APPOINTMENTS.pdf

Town of Onoway new Councillor Committee appointments

Penny Frizzell

penny@onoway.ca

Municipal Clerk & Records Management
Town of Onoway
Box 540
Onoway AB
T0E 1V0
780-967-5338

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Councillors' Committee Appointments for 2021-2022

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Mayor	L. Kwasny
Deputy Mayor	L. Johnson
Appointments to Quasi-judicial Boards	
Assessment Review Board	Contracted to Capital Region Assessment Services Corp.
Subdivision & Development Appeal Board	Contracted to Milestone Municipal Services
Appointments to Statutory Committees	
Municipal Planning Committee - Councillors	All Councillors
Subdivision Authority	All Councillors
Appointments to Regional Service Commissions	
Capital Regional Assessment Services Commission	R. Murray (Alternate R. Winterford)
Highway 43 East Solid Waste Commission	L. Kwasny (Alternate B. Coninx)
WILD Regional Water Commission	B. Coninx (Alternate L. Kwasny)
Appointments to Regional Boards	
East End Bus Society	R. Winterford (Alternate R. Murray)
Yellowhead East Community Futures	R. Murray (Alternate L. Johnson)
Lac Ste. Ann Foundation	L. Kwasny
Yellowhead Regional Library Board	R. Winterford
Economic Development Committee/ Partnership Committee	R. Winterford & B. Coninx (Alt. R. Murray)
Community Policing Advisory Committee (CPAC)	R. Murray (Alternate L. Kwasny)
Onoway Regional Medical Clinic/Physician Recruitment Retention Committee	L. Johnson (Alternate R. Winterford)
North Saskatchewan Watershed Alliance	L. Kwasny (Tech Committee J. Madge)
Regional Emergency Services Committee/ Fire Services	L. Kwasny (Alternate B. Coninx) & CAO
Emergency Management & Disaster Services Committee	L. Johnson & B. Coninx

Councillors' Committee Appointments for 2021-2022

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Revenue & Cost Sharing Study Committee	R. Winterford(Alt B. Coninx) & CAO
Appointments to Local Boards	
Onoway and District Chamber of Commerce	R. Winterford (Alternate L. Johnson)
Onoway Public Library Board	L. Johnson & R. Winterford
Region 1 Recreation and FCSS Board	Council as a Whole
Onoway Facility Enhancement Association (OFEA/Community Hall)	R. Winterford (Alternate L. Johnson)
Onoway & District Agricultural Society(ODAS/Arena)	B. Coninx (Alternate L. Johnson)
Onoway Beautification Committee	R. Winterford (Alternate B. Coninx)
Onoway & District Historical Guild	L. Johnson (Alternate R. Murray)
Regional Wastewater Line Committee	L. Kwasny (Alt. L. Johnson)
Onoway Ball Diamonds Committee	B. Coninx, R. Winterford & W. Wildman (J. Mudge alt for W. Wildman)
Miscellaneous Council Appointments	
Inter-municipal Development Plan Negotiating Committee	R. Winterford (Alternate B. Coninx)
Highway 43 Functional Planning Study - Technical Review Committee	L. Kwasny (Alternate L. Johnson)
Onoway Interagency Committee	R. Winterford (Alternate R. Murray)