

**Town of Vermilion
Regular Council
Tuesday, September 2, 2025 at 6:00 P.M.**

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**TOWN OF VERMILION
MINUTES OF REGULAR MEETING OF COUNCIL
HELD ON TUESDAY, AUGUST 12, 2025 AT 6:00 P.M.**

PRESENT

IN PERSON:

Deputy Mayor Joshua Rayment
Councillor Robert Snow
Councillor Kirby Whitlock
Councillor Kevin Martin
Councillor Robert Pulyk
Chief Administrative Officer Shannon Harrower
Director of Infrastructure and Planning Services Robert Dauphinee
Director of Corporate Services Marilyn Lavoie
Manager of Economic Development Mary Lee Prior
Executive Assistant Shannon Kennedy

REGRETS

Councillor Paul Conlon
Director of Community Services Michael van der Torre

1. CALL TO ORDER

Deputy Mayor Joshua Rayment called the meeting to order at 6:00 p.m.

2. ADOPTION OF AGENDA

Moved by Councillor Robert Snow “That the Agenda be approved as presented.”
CARRIED

3. ADOPTION OF THE PREVIOUS MINUTES

3.1. Minutes of Regular Meeting of Council – July 15, 2025

Moved by Councillor Robert Pulyk “That the Minutes of the Regular Meeting of Council of July 15, 2025, be approved as presented.” **CARRIED**
MOVED#25/08/106

4. NEW BUSINESS

4.1. Recognized Leave Policy 25-09 Amendment

Moved by Councillor Kevin Martin “That Council for the Town of Vermilion approve the Recognized Leave Policy No. 25-09 as presented” **CARRIED**
MOVED# 25/08/107

4.2 Public Participation Policy 25-15

Moved by Councillor Robert Pulyk “That Council for the Town of Vermilion approve the Public Participation Policy No. 25-15 as presented” **CARRIED**
MOVED# 25/08/108

4.3 Privacy Policy 25-16

Moved by Councillor Robert Snow “That Council for the Town of Vermilion approve the Privacy Policy No. 25-16 as presented” **CARRIED**
MOVED# 25/08/109

4.4 Economic Development Bylaw 4-2025

Moved by Councillor Kevin Martin “That Council for the Town of Vermilion give first reading to the Economic Development Bylaw No. 4-2025, being a bylaw for the purpose of creating an Economic Development Advisory Committee whom will provide recommendations to Council on all matters of economic development within the Town of Vermilion in the Province of Alberta.” **CARRIED**

MOVED# 25/08/110

Moved by Councillor Robert Snow “That Council for the Town of Vermilion give second reading to the Economic Development Bylaw No. 4-2025, being a bylaw for the purpose of creating an Economic Development Advisory Committee whom will provide recommendations to Council on all matters of economic development within the Town of Vermilion in the Province of Alberta.” **CARRIED**

MOVED# 25/08/111

Moved by Councillor Robert Pulyk “That Council for the Town of Vermilion introduce for third reading the Economic Development Bylaw No. 4-2025, being a bylaw for the purpose of creating an Economic Development Advisory Committee whom will provide recommendations to Council on all matters of economic development within the Town of Vermilion in the Province of Alberta.” **CARRIED**

MOVED# 25/08/112

Moved by Councillor Kevin Martin “That Council for the Town of Vermilion give third and final reading to the Economic Development Bylaw No. 4-2025, being a bylaw for the purpose of creating an Economic Development Advisory Committee whom will provide recommendations to Council on all matters of economic development within the Town of Vermilion in the Province of Alberta.” **CARRIED**

MOVED # 25/08/113

4.5 Procedural Bylaw 5-2025

Moved by Councillor Robert Snow “That Council for the Town of Vermilion give first reading to the Procedural Bylaw No. 5-2025, being a bylaw for the purpose of governing and regulating the proceedings of the Council of the Town of Vermilion in the Province of Alberta.” **CARRIED**

MOVED# 25/08/114

Moved by Councillor Robert Pulyk “That Council for the Town of Vermilion give second reading to the Procedural Bylaw No. 5-2025, being a bylaw for the purpose of governing and regulating the proceedings of the Council of the Town of Vermilion in the Province of Alberta.” **CARRIED**

MOVED# 25/08/115

Moved by Councillor Kevin Martin “That Council for the Town of Vermilion introduce for third reading the Procedural Bylaw No. 5-2025, being a bylaw for the purpose of governing and regulating the proceedings of the Council of the Town of Vermilion in the Province of Alberta.” **CARRIED**

MOVED# 25/08/116

Moved by Councillor Robert Snow “That Council for the Town of Vermilion give third and final reading to the Procedural Bylaw No. 5-2025, being a bylaw for the purpose of governing and regulating the proceedings of the Council of the Town of Vermilion in the Province of Alberta.” **CARRIED**

MOVED# 25/08/117

4.6

Bylaw 6-2025 Assessment Review Board (tabled)

4.7

Vermilion Fire Department Double Detached Garage Installation

Moved by Councillor Kevin Martin “That Council for the Town of Vermilion receive the briefing note on the Vermilion Fire Department double detached garage installation as information” **CARRIED**

MOVED# 25/08/118

4.8

Appointment of Auditors

Moved by Councillor Robert Snow “That Council for the Town of Vermilion approve the appointment of Metrix Group LLP as the Town of Vermilion’s Auditor for the year ending December 31, 2025 for the approximate cost of \$45,675 (including GST) with the option to extend for the 2026 and 2027 fiscal years pending Council satisfaction.” **CARRIED**

MOVED# 25/08/119

4.9

Year of the Co-Operative

Moved by Councillor Robert Snow “That the Council for the Town of Vermilion proclaim the week of October 12-18, 2025 as “Co-op week” in celebration of the “International Year of the Co-operative” in the Town of Vermilion.” **CARRIED**

MOVED# 25/08/120

4.10

Junction 41 & 16 Sign

Moved by Councillor Robert Snow “That Council for the Town of Vermilion receive the report on the site conditions of the sign located at Junction 41 & 16 as information.”

CARRIED

MOVED# 25/08/121

5. **MANAGEMENT REPORTS**

5.1 Management for the Town of Vermilion presented their reports.

Accepted as Information.

6. **FINANCIAL**

6.1 Accounts Payable for the period of July 11 – August 12, 2025

Accepted as information.

7. **COUNCIL ROUND TABLE**

7.1. Council for the Town of Vermilion presented their reports.

Accepted as Information.

8. **CORRESPONDENCE**

8.1. Letter to the Minister of Forestry and Parks

8.2. Secondary Appeal of 1791352 Alberta Ltd. Tax Penalties

Moved by Councillor Robert Snow “That Council for the Town of Vermilion approve the secondary request to waive the 2021 tax penalties levied against 1791352 Alberta Ltd.”

CARRIED

MOVED# 25/08/122

9. **CLOSED SESSION**

Pursuant to Part 1, Section 30(1) of the Access to Information Act
Disclosure harmful to the economic and other interests of a public body

Moved by Councillor Kevin Martin “That Council for the Town of Vermilion move into Closed Session at 7:52 p.m.” **CARRIED.**

MOTION# 25/08/123

Director of Infrastructure and Planning Services Robert Dauphinee, Manager of Economic Development Mary Lee Prior, and Executive Assistant Shannon Kennedy left the meeting at 7:52 p.m.

Moved by Councillor Robert Pulyk “That Council for the Town of Vermilion revert back to the Regular Meeting of Council at 8:13 p.m.” **CARRIED.**
MOTION# 25/08/124

Moved by Councillor Robert Snow “That Council for the Town of Vermilion send a letter to 2396698 Alberta Ltd. in response to their request for a two year tax deferral.” **CARRIED**
MOTION# 25/08/125

8. ADJOURNMENT

Being the Agenda matters concluded, the meeting adjourned at approximately 8:14 p.m.

READ AND CONFIRMED ON THIS 2nd DAY OF September 2025 A.D.

Chief Administrative Officer

Deputy Mayor

**TOWN OF VERMILION
MINUTES OF COMMITTEE OF THE WHOLE MEETING
HELD ON TUESDAY, AUGUST 12, 2025 AT 2:00 P.M.**

PRESENT

IN PERSON:

Deputy Mayor Joshua Rayment
Councillor Robert Snow
Councillor Kirby Whitlock
Councillor Kevin Martin
Councillor Robert Pulyk
Chief Administrative Officer Shannon Harrower
Director of Infrastructure and Planning Services Robert Dauphinee
Director of Corporate Services Marilyn Lavoie
Manager of Economic Development Mary Lee Prior
Executive Assistant Shannon Kennedy

REGRETS

Councillor Paul Conlon
Director of Community Services Michael van der Torre

1. CALL TO ORDER

Deputy Mayor Joshua Rayment called the meeting to order at 2:07 p.m.

2. ADOPTION OF AGENDA

Moved by Councillor Robert Snow “That the Agenda be approved as presented.”
CARRIED.

ADDITIONS:

3.6. Economic Development Bylaw No. 4-2025

3. NEW BUSINESS

3.1. Public Participation Policy No. 25-15

Moved by Councillor Robert Snow “That Committee of the Whole recommend that Council for the Town of Vermilion approve the Public Participation Policy No. 25-15 as presented.”
CARRIED
MOVED#25/08/01

3.2. Privacy Policy No. 25-16

Moved by Councillor Robert Pulyk “That Committee of the Whole recommend that Council for the Town of Vermilion approve Privacy Policy No. 25-16 as presented.” **CARRIED**
MOVED#25/08/02

3.3. Procedural Bylaw No. 5-2025

Moved by Councillor Robert Snow “That Committee of the Whole recommend that Council for the Town of Vermilion give first, second and third reading of the Procedural Bylaw No. 5-2025 as amended.” **CARRIED**
MOVED#25/08/03

3.4. Street Renaming

Moved by Councillor Kevin Martin “That Committee of the Whole direct administration to develop a policy for the renaming of public assets within the Town of Vermilion.”

CARRIED

MOVED#25/08/04

3.5.

Open Farm Days

Moved by Councillor Kevin Martin “That Committee of the Whole receive the proposal to film Open Farm Days as information.” **CARRIED**

MOVED#25/08/05

3.6.

Economic Development Bylaw No. 4-2025 Economic Development

Moved by Councillor Robert Snow “That Committee of the Whole recommend that Council for the Town of Vermilion give first, second and third reading to the Economic Development Bylaw as presented.” **CARRIED**

MOVED#25/08/06

4. NEXT MEETING
October 14, 2025

4.1.

5. ADJOURNMENT

Being the Agenda matters concluded, the meeting adjourned at approximately 3:25 p.m.

READ AND CONFIRMED ON THIS 2ND DAY OF SEPTEMBER 2025 A.D.

Chief Administrative Officer

Deputy Mayor

REQUEST FOR DECISION

SUBJECT

Vermilion River Regional Waste Management Commission Indemnity Agreement

RECOMMENDATION

That Council for the Town of Vermilion approve and enter into the indemnity agreement with the Vermilion River Regional Waste Management Services Commission as presented.

BACKGROUND

The County of Vermilion is the registered owner of the County Lands. Pursuant to the Lease, the Commission manages and operates waste transfer stations on the County Lands for the purpose of receiving, handling and disposing of waste. The parties hereto wish to clarify the responsibilities of the parties relating to environmental issues which may arise as a result of the use of the Commission of the County Lands.

The term of the agreement shall be for a term of twenty (20) years expiring in 2045.

IMPLICATIONS

The agreement provides legal protection by clarifying the extent of the Town's liability and ensuring the Town is not exposed to undue financial or legal risk. Without an indemnity agreement, the Town could be held financially responsible for claims or damages that occur during Waste Commission operations.

By approving the agreement, Council ensures due diligence has been exercised in protecting municipal interests.

ATTACHMENTS

1. VRRWMS Indemnity Agreement

INDEMNITY AGREEMENT

THIS AGREEMENT made effective as of the 29th day of August, 2025

AMONG:

COUNTY OF VERMILION RIVER
(hereinafter referred to as the "County")

and

TOWN OF VERMILION
(hereinafter referred to as "Vermilion")

and

VILLAGE OF KITSCOTY
(hereinafter referred to as "Kitscoty")

and

VILLAGE OF MARWAYNE
(hereinafter referred to as "Marwayne")

and

VILLAGE OF PARADISE VALLEY
(hereinafter referred to as "Paradise Valley")

and

VERMILION RIVER REGIONAL WASTE MANAGEMENT COMMISSION
(hereinafter referred to as "Commission")

WHEREAS:

- A. The County is the registered owner of the County Lands;
- B. Pursuant to the Lease, the Commission manages and operates waste transfer stations on the County Lands for the purposes of receiving, handling and disposing of waste:

- C. The parties hereto wish to clarify the responsibilities of the parties relating to environmental issues which may arise as a result of the use by the Commission of the County Lands.

IN CONSIDERATION of the mutual and other promises described in this Agreement, the parties agree as follows:

1. **Definitions**

In this Agreement, each of the following words will have the meaning for that word described below unless expressly stated otherwise:

- (a) "Agreement" means this Indemnity Agreement including the preamble, all attached Schedules and all documents produced or delivered according to the terms of this Agreement;
- (b) "Commission" means the Vermilion River Regional Waste Management Commission, being comprised of the County, Vermilion, Kitscoty, Marwayne, and Paradise Valley, and reference thereto shall be deemed to include reference to all of the County, Vermilion, Kitscoty, Marwayne, Dewberry, and Paradise Valley;
- (c) "Best Efforts" means, in relation to the performance of an obligation, efforts that are sensible and practical. and involve the exercise of reasoned and sound judgement, having regard to all of the relevant circumstances;
- (d) "Clandonald - Dewberry Lands" means lands legally described as "Lot 1, Block 1, Plan 952 5282";
- (e) "County Lands" means collectively the Paradise Valley Lands, the Kitscoty Lands, the Marwayne lands, the Clandonald - Dewerry Lands, the Tulliby Lake Lands. and the Preston Lands;
- (f) "Kitscoty Lands" means lands legally described as "Lot 1, Block 1. Plan 952 4908";

- (g) "Lease" means the Lease between the County, Vermilion, Kitscoty, Marwayne, and Paradise Valley respecting the County Lands dated the __ day of _____, 2025;
- (h) "Marwayne Lands" means lands legally described as "lot C, Plan 952 4769";
- (i) "Preston Lands" means lands legally described as "Lot 1, Block 1, Plan 962 3634";
- (j) "Tulliby Lake Lands" means lands legally described as "Lot 1, Block 1, Plan 962 3376";
- (k) "Paradise Valley Lands" means lands legally described as "part of NW-7-47-02-W4, as shown on road plan 52I2EO".

2. Term

The Term of this Agreement shall be for a term of twenty (20) years commencing on the date hereof and expiring on the __ day of _____, 2045.

3. Option to Renew

This Agreement shall at the option of any party hereto, be renewable for successive twenty (20) year terms on a recurring basis upon the same terms and conditions contained herein, provided any party hereto notifies the other parties of its intention to renew by delivering written notice thereof to the other parties not later than ninety (90) days prior to the expiration of the previous term.

4. Covenants of the Commission

The Commission covenants and agrees to operate and maintain the County Lands throughout the Term for the purpose of recovering, handling and disposing of waste in compliance of all applicable laws, regulations or bylaws affecting the County Lands and for no other purpose whatsoever unless expressly authorized in writing by the County.

In the event the Commission determines it is necessary or in their best interest to disband or discontinue the use of the County Lands at any site at any time during the term hereunder, the Commission shall remove all structures erected by the Commission on the County Lands including but not limited to buildings, fences, gates, and removal of bins. The Commission and the County hereby acknowledge and agree that the Commission shall not be responsible for any environmental liability at the County Lands shown to be caused by the County's activity on the lands prior to the use of the Lands by the Commission.

5. Operation of Transfer Stations

The Commission shall operate and manage the transfer stations located upon the Lands in a manner consistent with the permitted use and in a safe, efficient and good workmanlike manner, and in substantially the same manner as a prudent municipal owner would operate and manage transfer stations in compliance with all applicable laws affecting the Commission, the County, and the Lands, and shall take all such action as appropriate to ensure the Lands are properly and adequately supervised.

6. Liability, Damages and Mutual Indemnity

- (a) The County and Paradise Valley agree to indemnify and save harmless Vermilion, Kitscoty, and Marwayne, their agents, and employees from and against any and all damages, injury, loss, costs, causes of action, including legal costs on a solicitor and own client basis, suffered by or incurred by Vermilion, Kitscoty, or Marwayne, their agents or employees, which are in any way connected with environmental liability arising from the use of the Paradise Valley Lands by the County or Paradise Valley and which are caused either directly or indirectly or contributed to in whole or in part by any act or failure to act of the County or Paradise Valley, their agents and employees, in respect of which either the County or Paradise Valley or their agents and employees are liable or otherwise responsible in law, provided that such indemnity, as between the County and Paradise Valley shall be apportioned between the County as to three-quarters ($\frac{3}{4}$) and Paradise Valley as to one-quarter ($\frac{1}{4}$).

- (b) The County and Kitscoty agree to indemnify and save harmless Vermilion, Marwayne, and Paradise Valley, their agents and employees from and against any and all damages, injury, loss, costs, or causes of action including legal costs on a solicitor and own client basis, suffered by or incurred by Vermilion, Marwayne, or Paradise Valley, their agents or employees, which are in any way connected with environmental liability arising from the use of

the Kitscoty Lands by the County or Kitscoty and which are caused either directly or indirectly or contributed to in whole or in part by any act or failure to act of the County or Kitscoty, their agents and employees, in respect of which either the County or Kitscoty or their agents and employees are liable or otherwise responsible in law, provided that such indemnity, as between the County and Kitscoty, shall be apportioned between the County as to two-thirds (2/3) and Kitscoty as to one-third (1/3).

- (c) The County and Marwayne agree to indemnify and save harmless Vermilion, Kitscoty, and Paradise Valley their agents and employees from and against any and all damages, injury, loss, costs, or causes of action, including legal costs on a solicitor and own client basis, suffered by or incurred by Vermilion, Kitscoty, or Paradise Valley, their agents or employees, which are in any way connected with environmental liability arising from the use of the Marwayne Lands by the County or Marwayne and which are caused either directly or indirectly or contributed to in whole or in part by any act or failure to act of the County or Marwayne, their agents and employees, in respect of which either the County or Marwayne or their agents and employees are liable or otherwise responsible in law, provided that such indemnity as between the County and Marwayne shall be apportioned between the County as to two-thirds (2/3) and Marwayne as to one-third (1/3).

- (d) The County agrees to indemnify and save harmless Vermilion, Kitscoty, Marwayne, and Paradise Valley their agents and employees from and against any and all damages, injury, loss, costs, causes of action, including legal costs on a solicitor and own client basis, suffered by or incurred by Vermilion, Kitscoty, Marwayne, or Paradise Valley, their agents or employees which are in any way connected with environmental liability arising from the use of the Tulliby Lake Lands and the Preston Lands by the

County or the Commission and which are caused either directly or indirectly or contributed to in whole or in part by any act or failure to act of the County, its agents and employees in respect of which the County and its agents and employees are liable or otherwise responsible in law.

7. Formation of Commission

- (a) The parties acknowledge that it is the intent of the members of the Commission to assign their rights and obligations under the Lease and this Indemnity Agreement to the Commission.
- (b) The parties agree to exercise their best efforts to cause the Commission to assume the rights and obligations of the members of the Commission under the Lease to agree to be responsible for any environmental liability which may arise in connection with the County Lands subsequent to the formation of the Commission.

8. General

(a) Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (i) Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in this subsection (iv) below; or
- (ii) By telecopier, email, or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (A) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (B) At the commencement of the next ensuing business

day following transmission with answer back confirmation thereof; or

- (iii) By Mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:

- (iv) The County:
Box 69
Kitscoty, Alberta
T0B 2P0
Attention: County Administrator
Phone Number: 780-846-2244
Fax Number: 780-846-2716

- (v) To Vermilion:
5021-49 Avenue
Vermilion, Alberta
T9X 1X1
Attention: Town Manager
Phone Number: 780-853-5358
Fax Number: 780-853-4910

- (vi) To Kitscoty:
Box 128
Kitscoty, Alberta
T0B 2P0
Attention: Village Administrator
Phone number: 780-846-2221
Fax number: 780-846-2213

- (vii) To Marwayne
Box 113 Marwayne, Alberta T0B 2X0
Attention: Village Administrator
Phone number: 780-847-3962
- (viii) To Paradise Valley:
Box24
Paradise Valley, AB
TOB 3R0
Attention: Village Administrator
Phone number: 780-745-2287
- (ix) To the Commission:
Box 3125
Vermilion, Alberta
T9X 2B1
Attention: Secretary-Treasurer
Fax number: 780-853-5561

Or to such other address as each party may from time to time direct in writing.

- (b) Governing Law
This Agreement shall be constructed and governed by the Laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- (c) Time of Essence

Time shall be of the essence of this Agreement.
- (d) Preamble

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement.
- (e) Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in the Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

(f) Relationships between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

(g) No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

(h) Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to the Agreement save as expressly set out in this Agreement.

(i) Further Assurance

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as

may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

(j) Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

(k) Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance of the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

(l) Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first written above.

(m) Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same. and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

(n) Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

(o) Survival

The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term. shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

(p) Remedies General

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof. whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

(q) Payment of Monies

The parties acknowledge and agree that any payment of monies to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

(r) Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

(s) Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(t) Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party which consent may be not be arbitrarily withheld.

(u) Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

County of Vermilion River

Per: _____

Per: _____

Town of Vermilion

Per: _____

Per: _____

Village of Kitscoty

Per: _____

Per:_____

Village of Marwayne

Per: . _____

Per: . _____

Village of Paradise Valley

Per:_____

Per:_____

**Vermilion River Regional Waste
Management Commission**

Per: . _____

Per:_____

REQUEST FOR DECISION

SUBJECT

Enhanced Policing Positions

RECOMMENDATION

That Council for the Town of Vermilion send a letter in response to the County of Vermilion River's request to cost share in the funding of Enhanced Policing Positions through the Royal Canadian Mounted Police (RCMP).

OR

That Council for the Town of Vermilion receive the request from the County of Vermilion River as information.

BACKGROUND

On May 2, 2025 I received a request from Sgt. Corey Buckingham following a meeting between the RCMP and County of Vermilion River at which they discussed resources levels and what could be done to increase the establishment in Vermilion. The RCMP was hopeful that the Province would fund their requested positions however, the current Provincial budget did not appear to coincide with this goal. Sgt. Buckingham advised that the alternative option to waiting for the Province is to once again explore enhanced policing options.

Sgt. Buckingham coordinated a meeting on May 22, 2025 between the County of Vermilion River, the Town of Vermilion and the County of Minburn to discuss what that would look like, the associated costs, how it could be implemented, and whether or not our councils were willing to further explore this potential option. Another option suggested was the creation of a Police Advisory Committee, with representation from each of our communities, which would have some control over the enhanced positions.

IMPLICATIONS

The County of Minburn sent a letter dated August 13, 2025 advising that they would not be participating due to the ongoing discussions surrounding policing with the Province. Further, the proposed cost share from the Town of Vermilion was 40%, and the Town of Vermilion has not expressed a need for these additional positions at this time. Accordingly, unless there has been a change from Council's perspective, administration is looking for a decision as to whether or not this is something that we should continue to explore or whether we should send a letter advising of Council's position on the request at this time.

ATTACHMENTS

1. Letter from County of Minburn



4909-50 Street | Box 550
Vegreville, AB T9C 1R6
Ph: 780-632-2082
Fax: 780-632-6296
Email: info@minburncounty.ab.ca

August 13, 2025

Alan Parkin
County of Vermilion River
Box 69
Kitscoty, AB T0B 2P0
[REDACTED]

Dear Alan,

RE: Deferral of Decision on Enhanced RCMP Policing Position

On behalf of the County of Minburn Reeve and Council I wish to inform you that Council has chosen to defer its decision regarding the addition of an enhanced RCMP policing position at this time.

Council recognizes the importance of local policing and remains committed to ensuring the safety and security of our residents. However, considering ongoing provincial reviews and discussions surrounding the future of policing in Alberta, we believe it is prudent to await greater clarity from the Government of Alberta before making any long-term commitments.

Specifically, we await further information on:

- The outcomes of provincial policing discussions,
- Future funding frameworks, and
- Potential changes to governance structures related to policing service delivery.

Our concern is that committing to an enhanced position at this stage may reduce our flexibility in responding to potentially significant shifts in Alberta's provincial policing model or cost-sharing structures. By deferring the decision, Council aims to make a more informed and strategic investment in local policing that is aligned with future provincial directions and supported through sustainable funding mechanisms.

We appreciate the importance of regional collaboration on policing and other shared services, and we remain open to ongoing discussions as these provincial processes unfold.

Thank you for your continued partnership, and please don't hesitate to reach out should you wish to discuss this matter further.

Sincerely,



- c. Shannon Harrower, Town of Vermilion CAO
 Brittany Pegg, RCMP Vermilion Detachment Operations NCO

INFORMATION ITEM

SUBJECT

Vermilion Fire Department Double Detached Garage Installation

RECOMMENDATION

THAT Council for the Town of Vermilion receive the briefing note on the Vermilion Fire Department double detached garage installation as information.

BACKGROUND

The Vermilion Fire Department was gifted a double-detached garage from the Orphan Well Association and wishes to utilize this structure for much needed additional storage space of equipment and vehicles. The garage will be placed on a 3' tall wood pony wall foundation with a gravel pad and will require power and gas services to be connected. The building is currently sitting between the Library and Fire Hall Compound facing west however, due to the location of the underground gas line and the overhead powerline, the garage will need to be moved to the east and rotated so that the overhead door faces east. This orientation will allow access to the paved parking lot area for access/egress to the building as well as create a more secluded area on the west side closer to the Fire Hall for ongoing fire training courses.

Council previously approved this project during 2025 budget deliberations in the amount of \$50,000.

After Council requested additional clarity, Corporate Services Director, Marilyn Lavoie, and Planning and Development Officer, Allan Wilson, met with Stuart from the Library to review the current plans to utilize the Library parking lot for the garage. Stuart was agreeable to adjusting the garage to allow access from the east, as west-side access would interfere with parking and garbage dumpster use.

IMPLICATIONS

This will result in 2-3 of the existing parking stalls within the small parking lot south of the Library on the west side of 50th street becoming unusable in order to ensure 24-hour access to the emergency services equipment stored inside the garage. This should have minimal adverse effects on the surrounding area as there is sufficient on-site library parking as well as street parking.

Stuart from the Library expressed concerns regarding limited access during the installation of the garage but indicated he was agreeable provided parking would not be impacted for longer than one month. To help mitigate the temporary reduction in parking spaces, the Library will be permitted to use the Town's parking lot.

ATTACHMENTS

**MINUTES OF VERMILION DISTRICT HEALTH CARE
PROVIDERS ATTRACTION & RETENTION COMMITTEE
HELD ON THURSDAY, April 17, 2025
at 12:00 PM Town Hall Front Meeting Room**

Present

County of Minburn	Councillor Eric Anderson
County of Vermilion River	Leslie Cusack
Town of Vermilion CAO	Shannon Harrower
Town of Vermilion	Councillor Kirby Whitlock, Chair
Village of Mannville	Councillor Jim Jackson
Primary Care Network	Brian Match
Vermilion Health Centre	Darlene McQuid

The meeting was called to order at 12:00 p.m. by the chair.

1. ADOPTION OF AGENDA

1.1. Moved by Eric Anderson “That the Agenda be accepted as amended.” **CARRIED.**

4.10 Board Members

2. APPROVAL OF MINUTES

2.1. Minutes of November 21, 2024

Moved by Councillor Jim Jackson “That the Minutes of the Vermilion District Health Care Providers Attraction and Recruitment Committee meeting of November 21, 2024 be accepted as amended.” **CARRIED.**

3. OLD BUSINESS

3.1. Meetings with the Doctors

- Hoping to meet every 3 months going forward as was done in the past
- 2nd Wednesday of May to meet with the doctors, May 14, 2025 at 12PM
- One or two representatives can attend physically, and others can join by Zoom.

4. NEW BUSINESS

4.1. Terms of Reference

Moved by Jim Jackson “That the Vermilion District Health Care Providers Attraction & Retention Committee Terms of Reference revised as of February 2024 as amended

4.2. Appreciation BBQ

- Thursday May 22, 2025 from 12-1 p.m., committee hosting an Appreciation BBQ
- Back of hospital in the fenced area
- Using hospital BBQs to grill
- Kirby will get chairs and tables
- MLA, Lakeland President being invited as well as all healthcare officials

4.3. RhPAP Update

- Post secondary events in multiple regions
- High school event
- Request for proposals for 2026, conference have now opened
- ANR grants are re-opening soon, \$1000 for committees like such for hosting BBQs, gift baskets, etc.
- AHW is coming up end of May
- Proclamation on the AHS website
- Free knowledge now sessions are continuing online, April 24 and May 1 are coming up

4.4. PCN Update

- Shift to Primary Care Alberta
- Grant funding for 1 more year for all 39 PCNs
- Funding is stable at the Vermilion PCN

4.5. Hospital Update

- Busy/full
- Emerg very busy
- New physicians in Town
- Appreciation shown for the advertising for the physicians taking patients
- Staffing nursing is full, physio therapist is one short but assistants make up,
- students from the UofC are coming through, undergrad nurses are being hired for summer positions
- Fire school EMS students, Medical Students with Dr. Malud almost every month
- 4 current doctors
- Measles epidemic, especially in Two Hills area but Vermilion is currently at no active cases
- Government taken over Health Services organization, AHS is now only taking care of acute care.
- Zones have all changed and area will be much larger and covering more but won't affect day-to-day tasks, will actually improve.
- Patient based pay is being implemented, which should not affect the pay in Vermilion as we are where we should be as far as targets
- Lots of overdraft from other communities, lots from Lloyd

4.6. Clinic Update

- No update

4.7. New Doctor Update

- Usef will be coming at the end of June hopefully; Greg is searching for a home for his family currently
- 7 physicians currently, one contract at the end of May but have not heard anything showing they are leaving.
- Evan Whitfield is aiming for July 2026 for anesthetics.

4.8. Retention Update

- Swag bag was delivered to a new student by Kirby and it was very well taken
- Posters about 3 new doctors put up around town
- Current doctors are very busy, Kirby checks in with them once a month but still availability for patients
- Appreciation goes a long way for the doctors so keep that up
- Smile Cookie Challenge went over well so that will continue

4.9. Financial Report – February 2025

- Current financial report as of February 2025 was shared
- A more detailed broken-down financial report will be shared at the next meeting

4.10. Board Members

- Challenge for County and Village elected officials to get someone on board from their community to represent as a public member.
- Look into how we would like to choose these members, potential to add to the Terms of Reference on how these decisions would be made.

5. ROUND TABLE

- Talk of a Welcome Binder for the new doctors coming in. Access to legal advice, banking, real estate, schools, everything you need to know about becoming a member in Vermilion. Include in the swag bags as well.
- Potential to include a pass to the college for the student, maybe the college would like partner up and provide. Shannon will look into it.

6. CLOSED SESSION

Pursuant to Part 1, Division 2, Section 17(1) in the Freedom of Information and
Protection of Privacy Act
Contract Discussion

Moved by Eric Anderson “That the Health Care Providers Attraction and Retention
Committee go in Closed Session at 1:35 p.m.” **CARRIED.**

Moved by Eric Anderson “That the Health Care Providers Attraction and Retention
Committee return to the regular meeting at 2:00 p.m.” **CARRIED.**

Moved By Leslie Cusack “That the Health Care Providers Attraction and Retention
Committee approve the waiver of outstanding rental fees as well as provide a three (3)
month waiver of all future rental fees for physicians relocating to the area.”
DEFEATED.

7. **OTHER**

- None

8. **NEXT MEETING**

- Thursday, August 14, 2025

9. **ADJOURNMENT**

Being the Agenda matters concluded; the meeting adjourned at 2:09 p.m.

REQUEST FOR DECISION

SUBJECT

Per Capita Request for the Health Care Providers Attraction and Retention Committee

RECOMMENDATION

THAT Council for the Town of Vermilion approve a per capita request of \$_____ for the Health Care Providers Attraction and Retention Committee.

OR

That Council for the Town of Vermilion receive the per capita request of \$26,000 for the Health Care Providers Attraction and Retention Committee as information.

BACKGROUND

The Health Care Providers Attraction and Retention Committee requests funds yearly from member municipalities to help expand its focus and continue to recruit physicians.

Earlier this year, the Health Care Providers Attraction and Retention Committee requested \$6.50 per capita from the four participating municipalities, which include the County of Minburn, Village of Manville, Town of Vermilion and the County of Vermilion River.

The following contributions have been made to date:

County of Minburn – \$7,325.50

Village of Manville – \$4,972.50

County of Vermilion River - \$15,000.00

IMPLICATIONS

The approval of this per capita request would enable administration to move funds in the amount as determined by Council to the Health Care Providers Attraction and Retention Committee's account and fulfill the request at hand.

At the most recent meeting of the committee, a subsequent request was discussed that will also be coming forward for the 2026 and 2027 fiscal years.

1. Per Capita Request Letter from the Health Care Providers Attraction and Retention Committee.

February 25, 2025

Re: Per capita Request for the Health Care Providers Attraction and Retention Committee

Dear Mayor/Reeve and Council:

At a recent Health Care Providers Attraction and Retention committee meeting on October 24, 2024, in Vermilion, a motion was made to ask the member Municipalities to contribute \$6.50 per capita to allow the committee to expand its focus.

- County of Minburn with a population of approximately 1127 at \$6.50 per capita for a total of \$7,325.50
- Village of Manville with a population of approximately 765 at \$6.50 per capita for a total of \$4,972.50
- Town of Vermilion with a population of approximately 4000 at \$6.50 per capita for a total of \$26,000
- County of Vermilion with half a population of approximately 4000 at \$6.50 per capita for a total of \$26,000

The current physicians complement in Vermilion is four. A new doctor arrived on October 25, 2024, and should be starting mid-April 2025. There is the possibility of two new doctors starting by July 2025 as well.

We thank you in advance for your consideration and we look forward to your response in the very near future regarding the per capita funding.

Sincerely,

Kirby Whitlock
Health Care Providers Attraction and Retention Committee

INFORMATION ITEM

SUBJECT

Accounts Payable Listing

RECOMMENDATION

THAT Council for the Town of Vermilion receive the Accounts Payable Listing for the period of August 13 - 28, 2025 as information.

BACKGROUND

The accounts payable listing for the August 13 - 28, 2025 period is \$660,294.95.

Payroll	\$ 91,164.82
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Cheques, EFT & PAP	\$ 569,130.13
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ATTACHMENTS

1. Cheque Register Summary

COUNCIL MEETING - September 2, 2025

ACCOUNTS PAYABLE

Payroll - August 15, 2025

\$ 91,164.82

Accounts Payable - August 13 - 28, 2025

Cheques & EFT & PAP

\$ 569,130.13

TOTAL

\$ 660,294.95

Cheque Register - Summary-Supp.



AP5100

Date : Aug 28, 2025

AGENDA ITEM #6.1.

Time : 8:49 am

Supplier : 10423001 To ZWEIF001
 Trans. Date : 13-Aug-2025 To 28-Aug-2025
 Cheque Date : 13-Aug-2025 To 28-Aug-2025
 Cheque No : All
 Batch No : All

Bank : Bank : 01 To 99

Status : Issued

Medium :

M=Manual C=Computer E=EFT-PAP T=EFT-File

Chq/Ref #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
00133-0001	25-Aug-2025	FLAUR001	F'LAURA N' COMPANY GREENHOUSE	Issued	547	T	3166.07
00134-0001	26-Aug-2025	LOCAL001	LOCAL AUTHORITIES PENSION PLAN	Issued	555	T	17569.03
00135-0001	28-Aug-2025	10423001	1042360 ALBERTA LTD. O/A TECHNO COI	Issued	572	T	131.25
00135-0002	28-Aug-2025	5STAR001	5 STAR SERVICES AND PRODUCTS INC.	Issued	572	T	208.90
00135-0003	28-Aug-2025	ACEWA001	ACE WATER CORP.	Issued	572	T	205040.40
00135-0004	28-Aug-2025	AMSCI001	AMSC INSURANCE	Issued	572	T	2186.00
00135-0005	28-Aug-2025	AMSCI002	AMSCIS - BENEFITS	Issued	572	T	23255.80
00135-0006	28-Aug-2025	BEECL001	BEE-CLEAN BUILDING MAINTENANCE	Issued	572	T	1976.17
00135-0007	28-Aug-2025	CANOE001	CANOE PROCUREMENT GROUP OF CAN	Issued	572	T	477.19
00135-0008	28-Aug-2025	CS001	STAFF MEMBER	Issued	572	T	407.37
00135-0009	28-Aug-2025	CATAL001	CATALIS TECHNOLOGIES CANADA LTD	Issued	572	T	22575.00
00135-0010	28-Aug-2025	CENTR002	CENTRALSQUARE SOFTWARE INC	Issued	572	T	2775.94
00135-0011	28-Aug-2025	CIMCO001	CIMCO REFRIGERATION	Issued	572	T	9198.00
00135-0012	28-Aug-2025	CMEJA001	CME JANITORIAL & MAINTENANCE SERV	Issued	572	T	1066.80
00135-0013	28-Aug-2025	CM001	STAFF MEMBER	Issued	572	T	120.96
00135-0014	28-Aug-2025	CORNE002	CORNERSTONE CO-OPERATIVE	Issued	572	T	1360.45
00135-0015	28-Aug-2025	ENERG001	ENERGY SUPPLY A DIVISION OF ROCK &	Issued	572	T	410.23
00135-0016	28-Aug-2025	ESCRIO01	ESCRIBE SOFTWARE LTD	Issued	572	T	9418.50
00135-0017	28-Aug-2025	H001	STAFF MEMBER	Issued	572	T	60.00
00135-0018	28-Aug-2025	HIWAY001	HI-WAY 9 EXPRESS	Issued	572	T	388.72
00135-0025	28-Aug-2025	HORIZ001	JOHN DEERE FINANCIAL O/A HORIZON A	Issued	572	T	125.35
00135-0019	28-Aug-2025	ICABT001	I CAB TAXI	Issued	572	T	335.00
00135-0020	28-Aug-2025	IMAGE001	IMAGEPRESS	Issued	572	T	224.81
00135-0021	28-Aug-2025	INDUS002	INDUSTRIAL MACHINE INC.	Issued	572	T	7682.85
00135-0022	28-Aug-2025	INTEG001	INTEGRA TIRE O/A 1384077 ALBERTA LT	Issued	572	T	317.64
00135-0023	28-Aug-2025	INTEG003	INTEGRITY WASTE SOLUTIONS INC.	Issued	572	T	16265.64
00135-0024	28-Aug-2025	IRELA001	IRELAND FARM EQUIPMENT LTD.	Issued	572	T	342.87
00135-0026	28-Aug-2025	K001	STAFF MEMBER	Issued	572	T	60.00
00135-0027	28-Aug-2025	KONEC001	KONECRANES CANADA INC.	Issued	572	T	1139.25
00135-0028	28-Aug-2025	KRYSC001	KRYS CONTRACTING	Issued	572	T	257.25
00135-0029	28-Aug-2025	LAKEL001	LAKELAND COLLEGE VERMILION	Issued	572	T	16.43
00135-0030	28-Aug-2025	LAKEV001	LAKEVIEW PROPERTY MAINTENANCE L	Issued	572	T	12000.00
00135-0031	28-Aug-2025	LAWNS001	LAWNS GARDENS & LANDSCAPES INC.	Issued	572	T	47.25
00135-0032	28-Aug-2025	LLOYD002	LLOYD'S LIMB SERVICE INC.	Issued	572	T	1233.75
00135-0033	28-Aug-2025	LOCAL001	LOCAL AUTHORITIES PENSION PLAN	Issued	572	T	17557.75
00135-0034	28-Aug-2025	LOCAL002	LOCALINTEL INC.	Issued	572	T	5617.50
00135-0035	28-Aug-2025	MARTI001	MARTIN PLUMBING AND HEATING LTD.	Issued	572	T	109.20
00135-0036	28-Aug-2025	M001	STAFF MEMBER	Issued	572	T	1250.00
00135-0037	28-Aug-2025	MCELH001	MCELHANNEY LTD.	Issued	572	T	22501.64
00135-0038	28-Aug-2025	M002	STAFF MEMBER	Issued	572	T	1181.42
00135-0039	28-Aug-2025	MIDWE001	MIDWEST AUTO SUPPLY LTD.	Issued	572	T	1556.37
00135-0040	28-Aug-2025	NAPAA001	NAPA AUTO PARTS	Issued	572	T	231.40
00135-0041	28-Aug-2025	PARKL001	PARKLAND AUDIO	Issued	572	T	26725.67
00135-0042	28-Aug-2025	P001	JANITOR	Issued	572	T	1942.50

Cheque Register - Summary-Supp.



AP5100

Date : Aug 28, 2025

AGENDA ITEM #6.1.

Time : 8:49 am

Supplier : 10423001 To ZWEIF001
 Trans. Date : 13-Aug-2025 To 28-Aug-2025
 Cheque Date : 13-Aug-2025 To 28-Aug-2025
 Cheque No : All
 Batch No : All

Bank : Bank : 01 To 99
 Status : Issued
 Medium :
 M=Manual C=Computer E=EFT-PAP T=EFT-File

Chq/Ref #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
00135-0043	28-Aug-2025	PRIMU001	PRIMUS	Issued	572	T	1335.45
00135-0044	28-Aug-2025	PUROL001	PUROLATOR INC.	Issued	572	T	159.46
00135-0045	28-Aug-2025	PYROT001	PYROTEC FIRE & SAFETY EQUIPMENT L	Issued	572	T	47.25
00135-0046	28-Aug-2025	RONAV001	RONA VERMILION	Issued	572	T	3540.17
00135-0047	28-Aug-2025	ROYAL001	ROYAL CARETAKING SUPPLIES INC.	Issued	572	T	3905.90
00135-0048	28-Aug-2025	SCOTL001	SCOTLEN ELECTRIC LTD.	Issued	572	T	4878.29
00135-0049	28-Aug-2025	SHAWC001	SHAW CABLE	Issued	572	T	445.20
00135-0050	28-Aug-2025	STING001	STINGRAY RADIO INC.	Issued	572	T	462.00
00135-0051	28-Aug-2025	SUPER002	SUPERIOR NORTH AMERICA INC.	Issued	572	T	2140.43
00135-0052	28-Aug-2025	TANMA001	TANMAR CONSULTING INC.	Issued	572	T	4046.18
00135-0053	28-Aug-2025	THEIN001	THE INSPECTIONS GROUP INC.	Issued	572	T	992.26
00135-0054	28-Aug-2025	TYCOI001	TYCO INTEGRATED FIRE & SECURITY C/	Issued	572	T	406.73
00135-0055	28-Aug-2025	UFACO001	UFA CO-OPERATIVE LIMITED	Issued	572	T	9225.86
00135-0056	28-Aug-2025	VERMI006	VERMILION CAR AND TRUCK WASH	Issued	572	T	146.00
00135-0057	28-Aug-2025	VERMI011	VERMILION PLUMBING & HEATING LTD.	Issued	572	T	252.00
00135-0059	28-Aug-2025	VERMI012	VERMILION RIVER REGIONAL SOLID WA	Issued	572	T	29635.25
00135-0058	28-Aug-2025	VERMP001	VERMILION PUBLIC LIBRARY	Issued	572	T	22531.25
00135-0060	28-Aug-2025	VITAL002	VITAL EFFECT	Issued	572	T	45.00
00135-0061	28-Aug-2025	WEBBS002	WEBB'S MACHINERY LTD.	Issued	572	T	214.17
00135-0062	28-Aug-2025	WHITE001	WHITE ICE (1995) LTD.	Issued	572	T	5821.39
00135-0063	28-Aug-2025	WILLA001	WILLIAMSANG APOTHECARY LIMITED	Issued	572	T	30.83
00135-0064	28-Aug-2025	WOLSE001	WOLSELEY CANADA INC.	Issued	572	T	6698.76
00135-0065	28-Aug-2025	YOURD001	YOUR DOLLAR STORE WITH MORE	Issued	572	T	50.40
30652	28-Aug-2025	12THI001	12 THIRTY FOUR MARKETING CORP.	Issued	573	C	856.85
30653	28-Aug-2025	640EA001	640 EARTHWORKS	Issued	573	C	22376.78
30654	28-Aug-2025	AAAST001	AAA STRIPING & SEAL COATING SERVIC	Issued	573	C	4082.54
30655	28-Aug-2025	B001	RATE PAYER	Issued	573	C	100.00
30656	28-Aug-2025	DECAL001	DECALS & SIGN OBSESSIONS	Issued	573	C	204.75
30657	28-Aug-2025	G002	STAFF MEMBER	Issued	573	C	658.72
30658	28-Aug-2025	H001	CONTRACTOR	Issued	573	C	500.00
30659	28-Aug-2025	KHDES001	KH DESIGNS	Issued	573	C	262.50
30660	28-Aug-2025	YELLOW001	YELLOWHEAD GRAZING	Issued	573	C	7465.50
30661	28-Aug-2025	L002	STAFF MEMBER	Issued	573	C	256.60
30662	28-Aug-2025	M001	STAFF MEMBER	Issued	573	C	157.49
30663	28-Aug-2025	MPEDE001	MPE A DIVISION OF ENGLOBE	Issued	573	C	1722.00
30664	28-Aug-2025	R002	STAFF MEMBER	Issued	573	C	248.80
30665	28-Aug-2025	TIMTH001	TIM THE TOOL MAN ELECTRICIAN PLUS	Issued	573	C	113.05
30666	28-Aug-2025	WAINW002	WAINWRIGHT ASSESSMENT GROUP LTI	Issued	573	C	8400.00
30667	28-Aug-2025	ZAYNS001	ZAYN'S DINER PLUS	Issued	573	C	4200.00

Total Computer Paid : 51,605.58

Total EFT PAP : 0.00

Total Paid : 569,130.13

Total Manually Paid : 0.00

Total EFT File Transfer : 517,524.55

Recommendations on Implementation of Bill 50 Changes



Submitted to Alberta Municipal Affairs

August 26, 2025

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Background

This report represents Alberta Municipalities (ABmunis) response to Municipal Affairs' August 15, 2025 discussion guide questions on potential considerations to implement changes to the *Municipal Government Act* made by Bill 50, the *Municipal Affairs Statutes Amendment Act, 2025* regarding proposals to:

- Require the CAO to report to council on the use of natural person powers.
- Set standard procedures for councils to manage conflict in council meetings.
- Improve rules for managing information requests by councillors.

Natural Person Powers

Background from Municipal Affairs

The 2025 MGA amendments initially required CAOs to provide notice, in writing and to council, within 72 hours of exercising any Natural Person Powers. Based on feedback from municipal stakeholders, this section was amended to remove the reference to 72 hours, establish regulation making authority, and delay these sections coming into force until proclamation to ensure sufficient time to put clear rules in place.

A potential policy approach is to create a very limited scope of CAO use of Natural Person Powers that would need to be reported. Issues that would **not** need to be reported to council are matters that are:

- Authorities contained in the CAO bylaw,
- Addressed in the emergency management bylaw,
- Previously approved by council in the budget, and
- Human resources matters, including seeking legal advice regarding personnel issues.

1.1. Would this scope ensure that only significant, “out of the norm” actions are reported to council?

ABmunis remains concerned that the proposal to mandate CAO reporting on the use of natural person powers opens the door for red tape and inefficient use of government workers' time. It may be time-consuming for municipal administrators to continually cross-reference the details of the CAO bylaw and emergency management bylaw and annual budget to determine if the exact situation they are facing is required to be reported to council within the timelines that are prescribed in the regulation. This is an inefficient use of time, particularly if the matter is of little importance or relevance to council's role in governance.

The term ‘natural person powers’ is not well understood and generally requires legal advice as to whether an action by the municipality is a use of natural person powers. Administrators that are new to the municipal sector will not understand if an action by the municipality is a use of natural person powers and may then feel the need to go through the extra effort of reporting a matter to council regardless of its importance, just to avoid breaking the law.

ABmunis recommends that:

The province repeal this provision from the MGA and maintain the status quo by deferring to the authority of councils to determine the expected scope and timeliness of reporting of their CAO. This would then be managed through any policies or agreements that relate to the performance of the CAO such as the CAO bylaw, employment contract, or performance plan instead of legislation that applies to every CAO and council.

Recommendations on Implementation of Bill 50 Changes***Alternative Option***

If the Government of Alberta is committed to legislating irregular situations where the CAO must report to council, ABmunis would recommend excluding matters where the CAO/administration has authority based on any council approved policy or bylaw, not just the CAO bylaw and emergency management bylaw.

To help strengthen the relationship between CAOs and councils, ABmunis and the Rural Municipalities of Alberta are collaborating to develop resources for municipalities. This includes:

- A guide on best practices for CAO-council relationships.
- Launch a new course through the Elected Officials Education Program focused on Council's Role in the Employment of the CAO.

1.2. Given the scope, would reporting of such uses of Natural Person Powers within 72 hours be attainable? Why or why not?

In larger municipalities, the CAO may delegate the reporting function to other staff and it may be challenging to track every instance where natural person powers are used and where front-line staff may not recognize the time urgency to report those instances to council.

In smaller municipalities, the CAO may be the only office administrator where a 72-hour deadline may not be possible because the CAO works part time.

In addition, there are challenges with long weekends or circumstances where there are a variety of factors competing for the CAO's time such as higher priority issues, off-site events, or personal circumstances.

It may be challenging to determine what triggers the start of the 72 hours and would some councillors weaponize this against the CAO? For example, is it when the municipality has exercised those powers or when the CAO becomes aware of the use of those powers?

ABmunis recommends that:

If the province is committed to legislating reporting on the use of natural person powers, then councils should be required to pass a bylaw that prescribes the time period that the CAO must report to council to ensure the time period works based on their local circumstances.

1.3. Would it be practicable to allow written notice of Natural Person Power use to be given by electronic methods such as email? Why or why not?

Yes, but some municipalities may prefer other communication methods such as text or a written memo that is published in the council agenda for transparency for the public.

Councillor Information Requests

Background from Municipal Affairs

The 2025 MGA amendments established that CAOs must share information with a councillor as soon as practicable once the information has been requested. If information is not shared due to personal privacy or confidentiality reasons, the reason for not sharing must be provided to all councillors. Information must be provided to all other councillors within 72 hours of the information being provided to the requesting councillor.

An approach to ensure guardrails are in place would be to delineate between information that is readily available within the administration, versus information that will require staff time to conduct research and analysis. Requests for new information that require significant staff time would need to be conducted through a council resolution.

2.1. Is it feasible to distinguish between ‘readily available’ and ‘new information’? Why or why not?

Yes, the policies used by some municipalities (e.g. City of Edmonton, City of Calgary, and City of Lethbridge) demonstrate that it’s feasible to distinguish when an information request exceeds a reasonable cost to the municipality and when that is triggered, that council is required to approve the information request before administration takes action. The cost of the information request can be measured based on the estimated time and/or direct costs for staff to research and analyze the issue and prepare the information for the councillor.

2.2. Do you have any additional thoughts or concerns about the approach?

Experience has shown that some councillors may regularly ask for information that can create a burden on municipal administration, without the support of the majority of council. Therefore, there is merit in requiring municipalities to pass a bylaw or policy that prescribes how information requests by a councillor are handled and when the request warrants approval by the majority of council.

This may include defining:

- The process to submit a request.
- What criteria will trigger the need for a councillor’s individual request for information to be approved by council.
- The period that administration has to complete the request or explain why a request cannot be met within the standard time period.

2.3. Should there be a requirement for a formal request for information by a council meeting resolution, decision of council, or request of council?

While some cities use a threshold of \$2,000 to determine when council must approve an information request, a lower amount would be more appropriate for smaller municipalities.

ABmunis recommends that:

That the MGA require municipalities to have a policy or bylaw for how councillor information requests are handled and that the policy/bylaw should define when a request needs to be approved by council. This ensures that the process works based on each municipality’s administrative capacity and each council’s expectations for how information requests by a councillor are handled.

Council Meeting Procedures

Background from Municipal Affairs

The MGA establishes that a council may, by bylaw, establish functions and procedures for council and council committee meetings. Many municipalities have opted to pass a meeting procedures bylaw because it establishes processes and clarifies expectations for council, administration, and the public. Items typically seen in municipal procedural bylaws include procedural rules, committee membership, public hearings, quorum, absences, and electronic meetings.

Recent amendments to the MGA allow the Minister of Municipal Affairs to establish standard meeting procedures through Ministerial Order. A policy approach would be to only establish procedures to affirm the authority of the chair to deal with councillor behaviour within a council meeting.

3.1. Could adding responsibility for the mayor/reeve to ensure meeting procedures are followed and in-meeting disputes are addressed help address councillor conflict? Why or why not?

It would be important to define if the special responsibilities will be specific to the mayor/reeve or apply to whoever is serving as the chair. In some cases, mayors or reeves are not the chair of each council committee and having additional authorities outside of being a member of the committee could create additional conflicts.

If the reference to mayor/reeve is to their role as chair, there are many existing best practices within parliamentary procedures that outline the role of the chair. Within Roberts Rules of Order, the chair is seen as a facilitator of discussion and decision-making process, not the sole decision maker. The core responsibilities of the chair include opening and closing meetings, announcing business, recognizing speakers, amongst many other responsibilities that ensure the fair, efficient and clear management of meetings.

A key part of this responsibility of the chair is to ensure procedures are followed, decorum is maintained, and in-meeting disputes and behaviour are managed according to the agreed to procedures. Chairs are regularly called on to rule on procedure. There is also usually a way for members to challenge these rulings, if a member of the assembly (council or committee) does not agree with the ruling, and ultimately it is up to the assembly to vote on whether to uphold the decision of the chair.

Currently there is the ability of each municipality to develop a procedures bylaw if they deem necessary, and this enables each municipality to develop procedures that reflect their unique needs, the size of their council, and past precedence built up over many years.

ABmunis recommends that:

Mandate that each municipality's procedural bylaw include:

- A procedure for the chair to manage in-meeting disputes, including the ability of the chair to rule on procedure (e.g., points of privilege, points of order, out of order motions, etc.), and
- The ability of the council or committee to appeal the chair's rulings if they deem necessary.

3.2. How should council meeting procedures address situations when the mayor/reeve is part of the conflict?

As noted above, often councils have existing procedural bylaws or apply parliamentary procedures such as Roberts Rules. There are common rules that enable council and/or committees to keep a balance between the power of the chair (mayor/reeve) and the members of council or committee as a whole. This includes the ability to challenge the ruling of the chair by the wider assembly which is important to ensure the chair is not overstepping in their role.

Recommendations on Implementation of Bill 50 Changes

The chair is meant to maintain impartiality and if there is a conflict of which the chair is a party to, the assembly can temporarily appoint a different member as the presiding officer and/or the chair can pass the role to another member for the duration of the item where there is a conflict.

ABmunis recommends that:

Municipal Affairs require that each municipality's procedural bylaw either defer to Robert's Rules of Order or include a procedure for when a chair is directly involved in an in-meeting conflict.

3.3. Should the meeting chair have the authority to eject a councillor from a meeting? If so, should this require a supermajority vote of council (a specified proportion of votes greater than a simple majority)?

There are existing options for how to manage the potential need to eject a member of council from a meeting if deemed necessary. Given the role of council and the elected nature of these roles, it is important to have clear steps to outline how to and why a member of council could be ejected. For example, it should not be for expressing an opinion that is different from others in the meeting, but amount to harassment or something more concerning and ejection should be considered only as a last resort. It is important if the chair has the power to eject a member of council, that the decision is appealable by the assembly. This would be in line with Roberts Rules ability to challenge or appeal the decision of the chair. Given the need to ensure this power is not overly used or abused, Municipal Affairs provide guidance on the limitations of when this power to eject members be used. Given that some councils can have as few as three members a supermajority should not be required in any appeal of the chair's ruling.

ABmunis recommends that:

Municipal Affairs require that each municipality's procedural bylaw include a procedure for managing the temporary ejection of a councillor when there is a serious breach of conduct that is threatening to members of council or the proceedings of council business. Municipal Affairs should ensure that this decision by the chair is able to be appealed by council or committee and provide clear guidance on when this power should be exercised by the chair.

3.4. Are there other elements that could be added to council meeting procedures to prevent, mitigate, or address councillor conflict?

Sometimes the issue is not the exact procedure, but rather the capacity of each council to manage conflicts. Rather than focusing on specific procedures, councils could benefit from training on general parliamentary procedures. This could demystify meeting procedures and clarify that even a motion such as appealing a ruling of the chair does not have to be combative but rather is another step in good governance.

Alberta's Elected Officials Education Program already offers a course on Effective Meetings. With financial support, the curriculum of this course could be updated to include additional guidance on managing conflicts. In addition, ABmunis would be open to working with Municipal Affairs and other municipal associations on a procedural bylaw guide to support municipalities in adopting practical and effective meeting procedures and practices.

3.5. Are there other common elements of meeting procedures which should be standardized across the province to reduce the potential for councilor conflict?

Rather than standardizing specific procedures it might be more effective to outline the requirement to have a procedural bylaw and what elements must be included in these bylaws. This would enable municipalities to have procedural rules that meet their needs based on the unique size of each council.

Experience has shown that conflict and misconduct take place inside and outside of council meetings and therefore, a procedural bylaw for how council meetings are run will only address part of the issue. We note that our recommendations are made based on the expectation that the Government of Alberta will follow

Recommendations on Implementation of Bill 50 Changes

through on its commitment to engage on the creation of an independent municipal ethics commissioner to assist councils to manage cases of serious misconduct by councillors.

Again, a guide that includes examples of best practices and lessons learned may be more effective at enhancing the capacity of municipalities to adopt effective procedural bylaws than overly prescriptive legislation that may not meet the needs of Alberta's diverse municipalities.

Final Thoughts

Timelines for Engagement

ABmunis strongly encourages Alberta Municipal Affairs to provide materials for engagements at least one week prior to any meetings.

For context, Municipal Affairs provided the discussion guide questions on a Friday afternoon for a meeting being held on the following Monday, giving less than 8 hours of regular office hour time for review on matters that will have a significant impact on the operations of all municipal governments. The discussion guide included questions that had not been previously considered by ABmunis and therefore offered minimal time for evaluation with members and subject matter experts.

ABmunis encourages Alberta Municipal Affairs to consider what processes or capacity challenges can be improved to provide adequate time for municipalities and partners to meaningfully participate in engagements and come to the table with valuable solutions.

Summary of Recommendations

Reporting on the Use of Natural Person Powers

1. That the province repeal this provision and maintain the status quo by deferring to the authority of councils to determine the expected scope and timeliness of reporting by their CAO.
2. If the province is committed to legislating reporting on the use of natural person powers, then ABmunis recommends that:
 - a. The province exclude reporting for matters where the CAO/administration has authority based on any council approved policy or bylaw, not just the CAO bylaw and emergency management bylaw. Matters that were approved in the budget and human resources matters should also be excluded from reporting by the CAO unless the CAO sees merit in communicating with council.
 - b. Each council should prescribe the time period that the CAO must report to council to ensure alignment with each municipality's administrative capacity and local context.
 - c. Each council should prescribe the form in which the CAO must report to council on the use of natural person powers (e.g. text, email, memo, etc.).

Councillor Information Requests

3. That the province require municipalities to have a policy or bylaw that defines:
 - a. How a councillor must submit an information request,
 - b. What criteria will trigger the need for a councillor's request for information to be approved by council, and
 - c. The time period that administration has to complete the request and the process for reporting to council when a request cannot be met within the standard time period.

Recommendations on Implementation of Bill 50 Changes**Council Meeting Procedures**

4. If the province is committed to creating standardization across council meeting procedures, ABmunis recommends that Municipal Affairs require that procedure bylaws be created by each municipality and include specific types of procedures that must be included but not specify the procedures themselves.

The required procedures in the bylaw could include, but are not limited to:

- a. The role of the chair in managing an in-meeting conflict, including how the council or committee can appeal the ruling of the chair.
- b. When the chair must cede the chair to another member due to their involvement in an in-meeting conflict.
- c. If, when and how a member could be ejected from a meeting for misconduct, including that the chair's decision to eject a councillor be appealable by council, and provide clear guidance on the limited situations when this power should be used.



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ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Peace River*

AR119561

August 6, 2025

Subject: 2025 Fire Services Training Program Grant

Dear Elected Officials:

It is my pleasure to announce that Municipal Affairs is providing \$500,000 in grant funding for the 2026 Fire Services Training Program. This government recognizes the important work of fire services, and that public safety is always a priority. While Municipal Affairs respects that fire services are a municipal responsibility, we also recognize that a strong provincial-municipal partnership is key to keeping Albertans safe.

This grant provides supplemental funding supports to assist Alberta communities in ensuring their local fire services are adequately trained to respond to identified community risks. Courses approved for delivery under this grant will align with the following key outcomes:

- public safety is preserved in Alberta;
- community risk is effectively managed by local authorities; and
- firefighters are able to receive training in alignment with best practices.

The grant guidelines and application form are available at www.alberta.ca/fire-services-training-grant.aspx. Please forward this information to your chief administrative officers and fire chiefs, so they may complete the application form. Collaboration involving multiple municipalities is permitted but not required. **Please note the application deadline is September 30, 2025.**

If you have any questions regarding the grant applications or the program guidelines, feel free to contact Municipal Affairs at 1-866-421-6929 or firecomm@gov.ab.ca.

This grant program will assist fire departments across the province to be prepared with the knowledge and skills to protect their communities. I look forward to reviewing your 2026 Fire Services Training Program submissions.

Sincerely,



Dan Williams, MLA
Minister of Municipal Affairs