

**Town of Vermilion
Regular Council
Tuesday, January 21, 2025 at 6:00 P.M.**

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1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. ADOPTION OF THE PREVIOUS MINUTES

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3.1. Minutes of Regular Meeting of Council - January 7, 2025

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5.1. County of Vermilion River and Town of Vermilion Fire Services Agreement

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6.1. Public Commentary

6.2. 2025 General Municipal Election Returning Officer and Deputy Returning Officer

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10.1. Shawn Jacula Response

11. CLOSED SESSION

12. ADJOURNMENT

**TOWN OF VERMILION
MINUTES OF REGULAR MEETING OF COUNCIL
HELD ON TUESDAY, JANUARY 7, 2025, AT 6:00 P.M.**

PRESENT

IN PERSON:

Deputy Mayor Joshua Rayment
Councillor Robert Snow
Councillor Kevin Martin
Councillor Robert Pulyk
Councillor Kirby Whitlock
Interim Chief Administrative Officer Michael van der Torre
Manager of Corporate Services Brian Liebel
Infrastructure and Planning Administrative Assistant Madison Barrett

VIRTUAL:

Councillor Paul Conlon

REGRETS:

Manager Economic Development Mary Lee Prior
Director of Infrastructure and Planning Services Robert Dauphinee

REGRETS:

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 accepted as presented.”
CARRIED.

3. ADOPTION OF THE PREVIOUS MINUTES

3.1. Minutes of Regular Meeting of Council – December 17, 2024

Moved by Councillor Kevin Martin “That the Minutes of the Regular Meeting of Council of December 17, 2024, be accepted as presented.” **CARRIED.**

4. NEW BUSINESS

4.1. Public Commentary

Deputy Mayor Joshua Rayment opened the public commentary session at 6:01 p.m.

No emails or written correspondence received.

Public Commentary closed at 6:02 p.m.

4.2 Capital Budget Amendments – RCMP Building Roof Funding – Staff Recommendation

Moved by Councillor Robert Pulyk “That Council for the Town of Vermilion approve an amendment to the 2024 Capital Budget to add third party contribution from RCMP K-Division of \$33,000 to the RCMP Building budget of \$70,000 and reduce funding from reserve by \$33,000. **CARRIED.**

MOTION #25/01/01

4.3. Sewer Trunk Main Funding – Staff Recommendation

Moved by Councillor Robert Snow “That Council for the Town of Vermilion give first reading to borrowing Bylaw 1-2025 in the amount of \$2,250,000 to allow for debenture financing and advertise the proposed Bylaw in the Vermilion Voice as required by the Municipal Government Act. Section 251(3). **CARRIED.**
MOTION #25/01/02

4.4. Operating Line of Credit – Staff Recommendation

Moved by Councillor Robert Pulyk “That Council for the Town of Vermilion give first reading to the Operating Line of Credit Borrowing Bylaw 2-2025.” **CARRIED.**
MOTION #25/01/03

Moved by Councillor Kevin Martin “That Council for the Town of Vermilion give second reading to the Operating Line of Credit Borrowing Bylaw 2-2025.” **CARRIED.**
MOTION #25/01/04

Moved by Councillor Robert Snow “That Council for the Town of Vermilion give third and final reading to the Operating Line of Credit Borrowing Bylaw 2-2025.” **CARRIED.**
MOTION #25/01/05

4.5. County of Vermilion River and Town of Vermilion Fire Services Agreement

Moved by Councillor Robert Pulyk “That Council for the Town of Vermilion extend the Fire Services Agreement between the County of Vermilion River and the Town of Vermilion fire services from February 21, 2025 to August 21, 2025.” **DEFEATED.**
MOTION #25/01/06

Moved by Councillor Robert Snow “That Council for the Town of Vermilion accept the County of Vermilion River’s request for a 2-year extension on the Intermunicipal Collaboration Framework Agreement.” **DEFEATED.**
MOTION #25/01/07

5. FINANCIAL

Accounts Payable for the period of December 13 – 31, 2024 - Accepted as Information.

6. COUNCIL ROUND TABLE

Council for the Town of Vermilion presented their reports.

7. ADJOURNMENT

Being the Agenda matters concluded, the meeting adjourned at approximately 6:42 p.m.

READ AND CONFIRMED ON THIS 21st DAY OF January 2025 A.D.

Interim Chief Administrative Officer

Deputy Mayor

FIRE SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN:

COUNTY OF VERMILION RIVER
(the "County")

AND

TOWN OF VERMILION
(the "Town")

WHEREAS the County is desirous to have the Town provide such fire rescue services as are possible in certain designated areas within the County of Vermilion River;

AND WHEREAS the County Council has passed a bylaw for the provision of fire rescue services for residents of the County, including the entering of agreements with certain municipalities in close proximity to assist in the delivery of fire suppression services to residents of the County;

AND WHEREAS both the County Council and the Town Council have passed a bylaw authorizing the entering of this Agreement;

AND WHEREAS the Town is willing to provide the County with such fire rescue in such area under the terms and conditions contained herein;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

1.1 Definitions

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "Fire Fighter Active Duty Training Report" means a written report setting out the active Fire Fighters of the Town and the current training levels as set out in Schedule "G";
- (b) "Annual Inventory Report" means a written report listing all County Owned Equipment as set out in Schedule "F";
- (c) "County" means the County of Vermilion River;

- (d) "County Fire Chief" means the fire chief of the County fire department or his designate appointed to oversee fire services within the County;
- (e) "County Owned Equipment" means the equipment that is owned solely by the County as set out in Schedule "D";
- (f) "Fire Call" means each occasion on which the Town's Fire Fighters respond to a request within the Service Area, or as a secondary responder within the Secondary Service Area, as may be requested from time to time, to provide fire rescue and associated loss mitigation
- (g) "Fire Fighter" means a person employed or otherwise retained by the Town to provide or facilitate the provision of fire suppression and associated loss mitigation on behalf of the Town and includes a person performing the duties of a Fire Fighter for the Town on a volunteer basis;
- (h) "Fire Hall" means the Town of Vermilion fire hall;
- (i) "Fire Protection Committee" means that committee set up by the Town for the negotiation of future agreements, and collaboration of fire protection services between the parties;
- (j) "Fire Services Coordinator" means the County employee or his designate appointed to administer fire services within the County;
- (k) "Honorarium" means those amounts as set forth in Schedule "C" hereto;
- (l) "Incident Report" means a written report setting out the particulars of a response to a request for assistance made within the Service Area and the Secondary Service Area in the form attached as Schedule "E";
- (m) "Joint Oversight Committee" means the committee set up by the Town and the County for the administration of Services and Shared Expenses and collaboration of fire protection services between the parties that shall be comprised of two (2) members of the County Council, two (2) members of the Town Council, and the County Fire Chief or his designate;
- (n) "Mutual Aid Agreement" means such agreements that the County has with other adjoining municipalities with respect to mutual aid for fire suppression services between each party's geographical boundaries;
- (o) "Town" means the Town of Vermilion;
- (p) "Town Fire Chief" means the employee or volunteer of the Town who is designated the fire chief, and has the appropriate training and qualifications to act as the Town Fire Chief;

- (q) "Operational Procedures" means the manner in which the Town shall respond to emergency situations, including Fire Calls, as set forth in Schedule "H" hereto;
- (r) "Town Equipment" means equipment that is solely owned by the Town as set out in Schedule "I";
- (s) "'Secondary Service Area" means the area located within the municipal boundaries of the County, as set out in Schedule "A";
- (t) "Service Area" means the area contained within the boundaries of the County as illustrated in the attached Schedule "A";
- (u) "Services" means those activities reasonably related to fire suppression and associated loss mitigation to the standard of service normally provided throughout the municipal boundaries of the Town, as are more particularly set out in Schedule "B";
- (v) "Shared Costs" means the costs that the parties are each 50% responsible for, as set out in Schedule "D"; and
- (w) "SOG" mean the Standard Operating Guidelines relating to the delivery of fire rescue services, and reviewed by the County Council, as amended from time to time.

2.1 Schedules

Schedules to this Agreement are the following:

- (a) Schedule "A" – Map of Service Area and Secondary Service Area
- (b) Schedule "B" – Services
- (c) Schedule "C" – Honorariums
- (d) Schedule "D" – Shared Costs and County Owned Equipment
- (e) Schedule "E" – Incident Report
- (f) Schedule "F" – Annual Inventory Report
- (g) Schedule "G" – Annual Fire Fighter Active Duty Training Report
- (h) Schedule "H" – Operational Procedures

- (i) Schedule "I" – Fees For Use Of Town Owned Equipment

3.1 Engagement

The County hereby engages the Town to provide the County with the Services and the Town hereby agrees to provide the County with the Services.

3.2 Term of Agreement

This Agreement shall continue in full force and effect for a period of four (4) years from the date of execution (the "Term"). Notwithstanding the foregoing, the County has an option to renew this Agreement on the same terms and conditions, except the option to renew, for an additional term of four (4) years by providing written notice to the Town of its intention to renew at least ninety (90) calendar days prior to the expiry of the initial Term.

4.1 Covenants of the Town

The Town will:

- (a) provide the Services within the Service Area on a year round, 24 hours per day, seven (7) days per week basis;
- (b) assist other operators with Fire Calls in the Secondary Service Area by providing the Services as may be requested from time to time;
- (c) assist other operators with Fire Calls in the geographic regions that are provided for in the County's Mutual Aid Agreements;
- (d) provide the Services in compliance with the SOG;
- (e) be responsible to incur all of the costs incurred to perform the Services and ultimately be responsible for 50% of the Shared Costs as outlined in Schedule "D" attached;
- (f) provide its portion of payment to Fire Fighters in accordance with the Honorariums as more particularly set out in Schedule "C";
- (g) Consider to utilize County Owned Equipment as a priority on every call dispatched outside of the Town corporate boundary which shall be at the discretion of the Fire Chief as set out in Section 8.2;

AGENDA ITEM #5.1.

- (h) operate the County Owned Equipment in a responsible manner and ensure that the County Owned Equipment is maintained and functions properly, and report any major problems to the County;
- (i) store all County Owned Equipment without charge to the County;
- (j) bear all costs associated with the operation, maintenance, and upkeep of the Fire Hall except as set out in Schedule "D" ;
- (k) submit to the County Fire Chief an Annual Inventory Report on or before September 15th in each year of the Term
- (k) submit to the Fire Services Coordinator or designate on or before March 1st and September 1st in each year of the Term a Fire Fighter Active Duty Training Report;
- (l) on or before the 15th of each month, prepare and submit to the County all fees or payments that are the responsibility of the County for the preceding month;
- (m) on or before October 1st in each year of the Term, prepare and submit to the County a budget in a form acceptable to the County identifying the estimated Shared Costs for the year;
- (n) on or before January 31st in each year of the Term, provide a summary of actual expenditures from the previous year for the Shared Costs with copies of all invoices to the County. The summary shall indicate the difference between the budgeted and actual expenditures for the Shared Costs;
- (o) respond to any fire call by the County, the RCMP or any person situated within the Service Area as soon as possible and notify the County if unable to respond by texting the County Fire Chief as soon as practicable;
- (p) take all reasonable steps to control or extinguish fires, handle or participate in the handling of any other hazard or emergency of a type normally handled by a fire department or requiring its participation in such handling;
- (q) maintain adequate levels of skilled personnel to provide the Services in accordance with the SOG of the County, as they may exist from time to time;

- (r) comply with *Occupational Health and Safety Regulation* section 13 AR62/2003 and provide evidence of training conducted by the Town to the County on a quarterly basis or as more frequently requested by the County from time to time;
- (s) assure that each fire fighting vehicle attending a Fire Call within the Service Area is properly equipped and staffed with the appropriate number of Fire Fighters;
- (t) maintain coverage under the *Workers' Compensation Act* for all Fire Fighters in accordance with that Act;
- (u) submit to the County copies of all Incident Reports within thirty (30) days of the incident that is the subject of such Incident Report;
- (v) obtain and maintain in good standing at its own expense all necessary licenses, permits and other authorizations in order to permit it to carry out its obligations pursuant to this Agreement;
- (w) perform all administrative, accounting and record-keeping functions relating to the proper discharge of its obligations pursuant to this Agreement;
- (x) at all times comply with all statutes, regulations and bylaws applicable to the operations of the Town and affecting its employees and volunteers engaged in carrying out its obligations pursuant to this Agreement;
- (y) at all times respond to and attend at the location which is the subject of a Fire Call as soon as reasonably possible giving proper consideration to road and weather conditions; and
- (z) provide the Services in accordance with the County of Vermilion River Bylaw 15-02, as amended from time to time, or any applicable bylaw, as may be amended from time to time.

5.1 Covenants of the County

The County will:

- (a) pay its portion of the Shared Costs, as outlined in Schedule "D" attached, and Honorarium to the Town within thirty (30) days following the Town's submission of invoice;
- (b) ensure all County Owned Equipment meets the certification requirements of the Alberta Fire Protection Branch (ULC/NFPA);

- (c) as much as possible, make available County Owned Equipment to the Town, including authorizing the Town to use the County Owned Equipment at no cost within the municipal boundaries of the Town as required;
- (d) pay for all reasonable costs associated with the maintenance, operation, and upkeep of the County Owned Equipment; and
- (e) pay for all costs associated with the use of the Town Owned Equipment as set out in Schedule "I" hereto.

6.1 Joint Obligations

The Town and the County agree to establish a Joint Oversight Committee that shall have the following role and responsibility:

- (a) coordinate the administration of Services as contemplated in this Agreement including oversight of the operation and maintenance of County Owned Equipment, suggest amendments to this Agreement, and to generally ensure the efficient collaboration between the parties regarding the respective duties and obligations of each party as contemplated in this Agreement;
- (b) meet annually and jointly with other committees to collaborate on fire protection services within the geographical boundaries of the County; and
- (c) meet to annually review the Town's budget with respect to the Services performed hereunder, Shared Costs, and any other fees or costs arising hereunder, and review and submit a budget for the Town with respect to the foregoing on or before November 1st of each year of the Term for the following year.

7.1 County Equipment upon Termination or Expiry

Upon termination of this Agreement or expiry of the Term of this Agreement, the County Equipment shall be immediately turned over to the County.

7.2 Invoices upon Termination or Expiry

Upon the termination of this Agreement or the expiry of the Term of this Agreement, the Town shall submit all invoices, expenses, and other fees contemplated under this Agreement within sixty (60) days from the date of termination or expiry of the Term and the County shall, if the invoices, fees, and

expenses are not in dispute, make payment to the Town within sixty (60) days of receipt of same.

8.1 Reporting to County Fire Chief

The County Fire Chief may establish rules, regulations, and policies necessary for the proper organization and administration of Fire Services including, but not limited to:

- (a) the use, care, maintenance and protection of Fire Services Property;
- (b) the training and responsibility of Members;
- (c) the efficient operations of Fire Services; and
- (d) may perform such functions and have such other powers and responsibilities the CAO may from time to time prescribe.

8.2 Authority of Town Fire Chief at Fire Calls

- (a) the Town Fire Chief shall be deemed to be the Fire Chief for the County when providing Fire Protection to lands within the County's jurisdiction;
- (b) the duties and responsibilities of the Town Fire Chief and the Members shall be governed by the agreement between the County and the Town;
- (c) the Town Fire Chief shall be responsible to the County Fire Chief for the performance of his duties pursuant to the County of Vermilion River Fire Bylaw and all applicable policies of the County; and
- (d) the Town Fire Chief shall manage and administer the affairs of the County Fire Equipment pursuant to the County of Vermilion River Fire Bylaw and applicable policies of the County.

9.1 Conflicting Emergency Requirements

If, at the time of a Fire Call, the Town is occupied with a conflicting emergency incident:

- (a) the County shall make reasonable efforts to call on the assistance of the next available operator;
- (b) the parties acknowledge and agree that the Town will use the following criteria to prioritize and respond to requests for the Town's Services:
 - (i) fire calls where human life is in danger;

- (ii) fire calls within the municipal boundaries of the Town;
 - (iii) fire calls within the municipal boundaries of the County; and
 - (iv) motor vehicle accidents within an 80 km radius of the Town;
- (c) the Town agrees that it will respond to the County's Fire Call as soon as its Services are no longer required at the conflicting emergency incident.

10.1 Termination upon Notice

Notwithstanding any other provisions contained herein to the contrary, either party may terminate this Agreement by providing written notice to the other party to that effect on or before June 30th of any year of the Term, such termination to take effect on December 31st immediately following.

11.1 Cure

In the event that one party fails to properly discharge all of its obligations pursuant to this Agreement (the "Defaulting Party"), the party not in default of its obligations (the "Non-Defaulting Party") may terminate this Agreement by delivering notice to that effect to the Defaulting Party. Such termination shall be subject to a sixty (60) day cure period during which the Defaulting Party will be given a reasonable opportunity to cure the default or to provide evidence reasonably satisfactory to the Non-Defaulting Party that all reasonable steps have been taken to cure the default. If the default continues or remains in existence upon the expiry of the cure period, the Non-Defaulting Party may terminate the Agreement in writing effective upon delivery of written notice to the Defaulting Party.

12.1 Payment of GST

All amounts payable hereunder shall be inclusive of any Goods and Services Tax ("GST") payable thereon.

13.1 Insurance

The County shall ensure that County Owned Equipment is properly insured and registered.

Without in any way limiting the liability of the Town under this Agreement, the Town shall obtain and maintain in force during the Term:

- (a) commercial general liability insurance in the amount of not less than five million (\$5,000,000.00) dollars inclusive per occurrence, against bodily injury,

death and property damage, including loss of use thereof;

(b) auto liability insurance for all motor vehicles used by the Town hereunder with limits of not less than Five Million (\$5,000,000.00) Dollars for accidental injury or death to one or more persons, or damage to or destruction of property as a result of any one (1) accident or occurrence; and

(c) property insurance for all vehicles used by the Town to perform the Services which is Shared Equipment at full replacement cost.

All insurance required to be maintained by the Town hereunder shall be on terms and conditions and with insurers reasonably acceptable to the County and shall provide to the County thirty (30) days prior written notice of cancellation or alteration of such policies.

Each policy for general and comprehensive liability shall name the County as an additional named insured except for coverage for the Town's own personal property and equipment.

The Town's comprehensive general liability policy shall contain a cross-liability clause.

From time to time throughout the Term, the Town shall furnish to the County certificates, or, if required by the County, certified copies of the policies (signed by the insurers) of insurance from time to time required hereunder and evidence reasonably acceptable to the County of their continuation in force.

If the Town fails to satisfy the requirements of Article 13, the County may obtain any such insurance for the benefit of the Town and/or the County and any premiums paid by the County for such insurance shall be a debt due from the Town to the County and shall be immediately payable to the County on demand. Without restricting the generality of the foregoing, the County may set off and deduct the cost of any such premium against any amount payable by the County to the Town from time to time.

14.1 Indemnity

Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.

The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

15.1 Dispute Resolution

If any dispute arises between the parties with respect to any of the provisions of this Agreement such dispute may be resolved through the Dispute Resolution Process outlined in Section 6.3 of the Intermunicipal Collaboration Framework Agreement between the County of Vermilion River and the Town of Vermilion.

16.1 Force Majeure

The Town shall not be liable to the County for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the Town including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

Where the Town is prevented from carrying out its obligations hereunder due to Force Majeure, the Town shall, as soon as possible, give notice of the occurrence of such Force Majeure to the County and the Town shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

16.2 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 by 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.

16.3 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 extent permitted by law.

16.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

16.5 Amendments

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

16.6 Further Assurances

The parties hereto and each of them do hereby covenant and 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.

16.7 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:

- (a) 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; or

- (b) 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:
 - (i) Upon transmission with answer back confirmation, or email receipt confirmation, as the case may be, if received within the normal working hours of the business day; or
 - (ii) At the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) 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 seventy-two (72) hours 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.
- (d) 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 five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:
 - (i) The County:

County of Vermilion River
PO Box 69 – 4912 50 Avenue
Kitscoty, AB, T0B 2P0
Phone: (780) 846-2244
Fax: (780) 846-2716
Email: hnorthcott@county24.com
Attention: Chief Administrative Officer
 - (ii) The Town:

Town of Vermilion
5021 49 Avenue
Vermilion, AB, T9X 1X1
Phone: (780) 853-5358
Fax: (780) 853-4910
Email: grogers@vermilion.ca
Attention: Chief Administrative Officer

16.8 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

16.9 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 and all covenants herein shall be construed to be joint and several when applicable to more than one party.

16.10 Assignment

This Agreement shall not be assignable by the Town to any other person, firm or corporation without the prior written consent of the County, which consent may be arbitrarily withheld.

16.11 Inurement

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16.12 Governing Law and Submission Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

16.13 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.

AGENDA ITEM #5.1.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

COUNTY OF VERMILION RIVER

Per: _____
Reeve

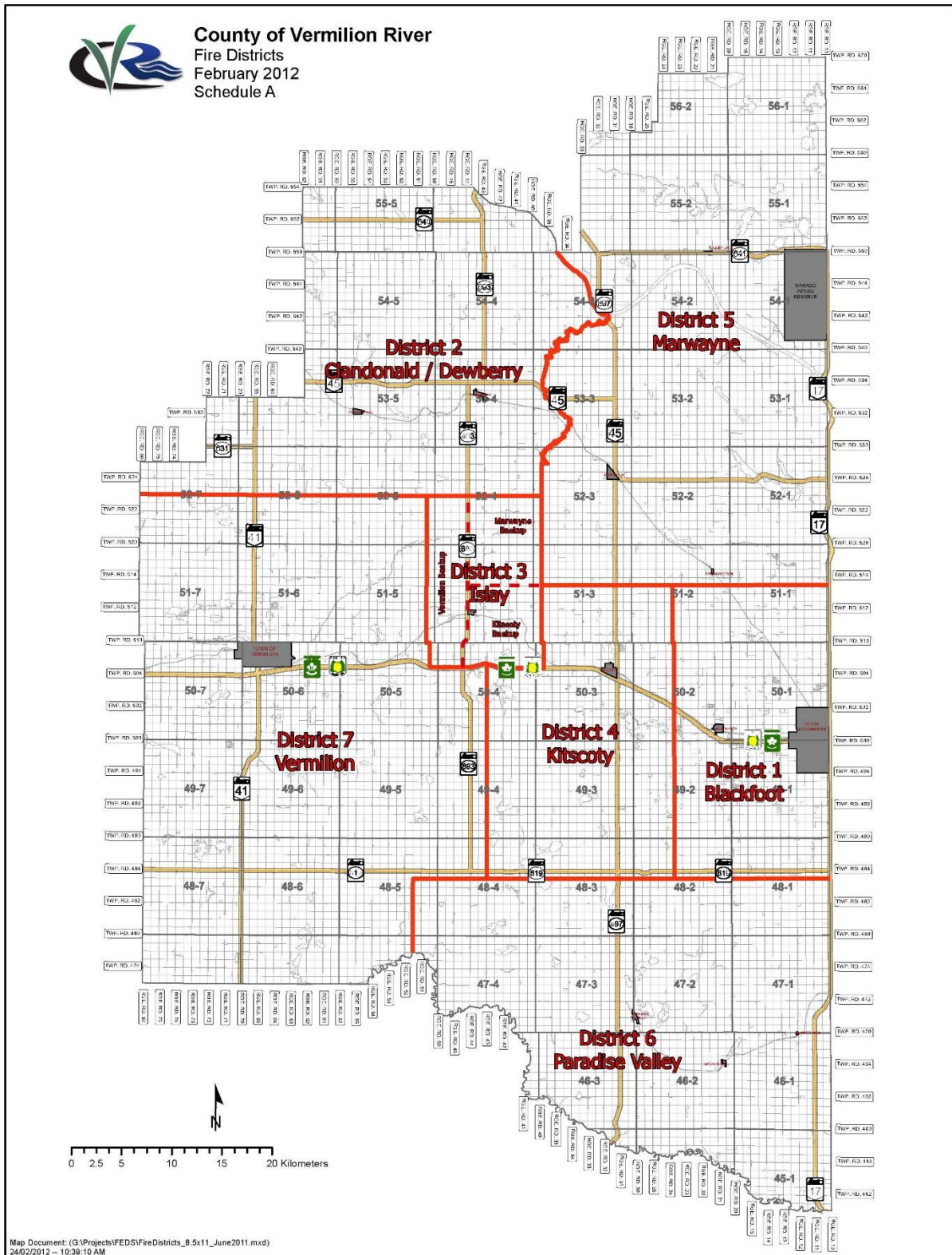
Per: _____
Chief Administrative Officer

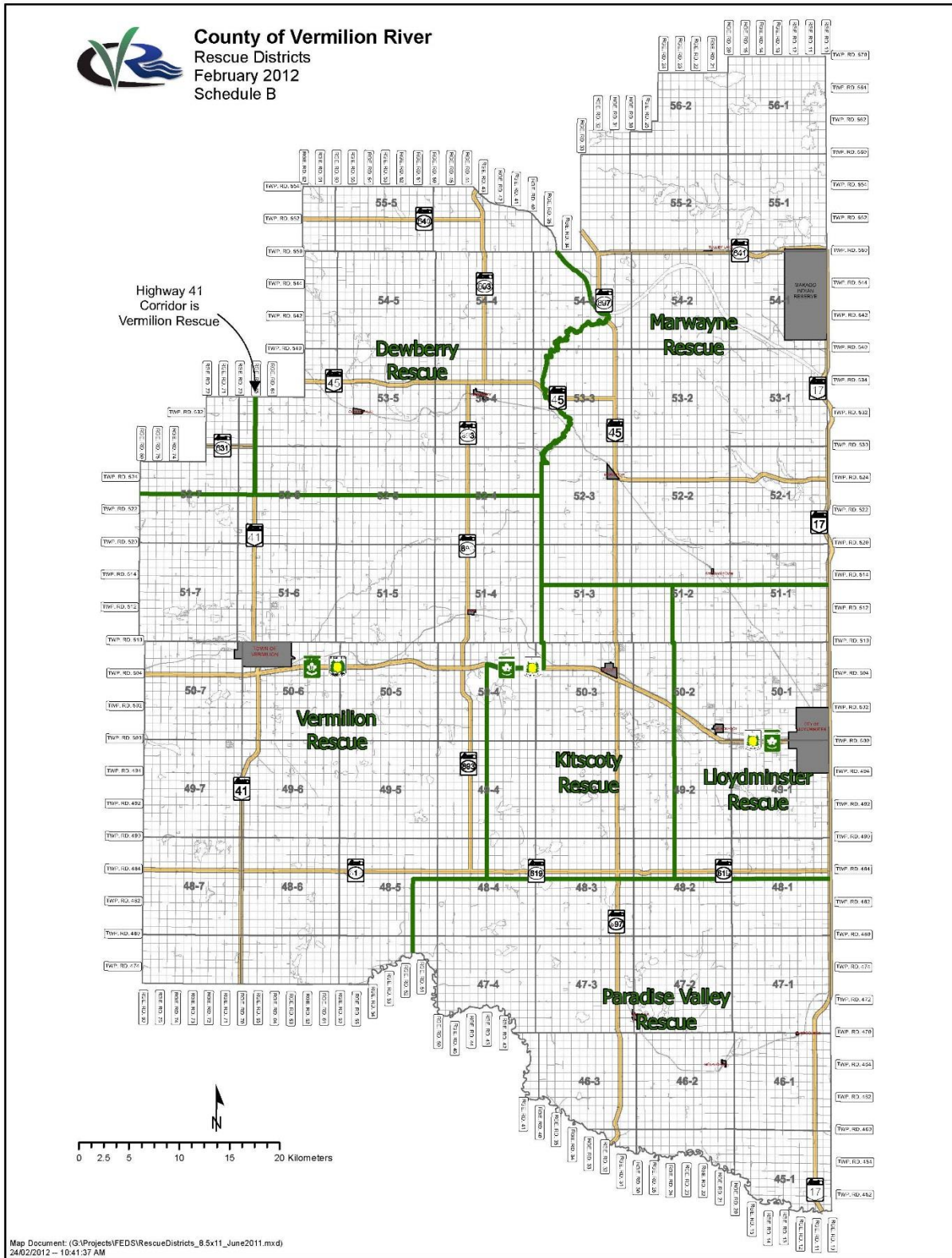
TOWN OF VERMILION

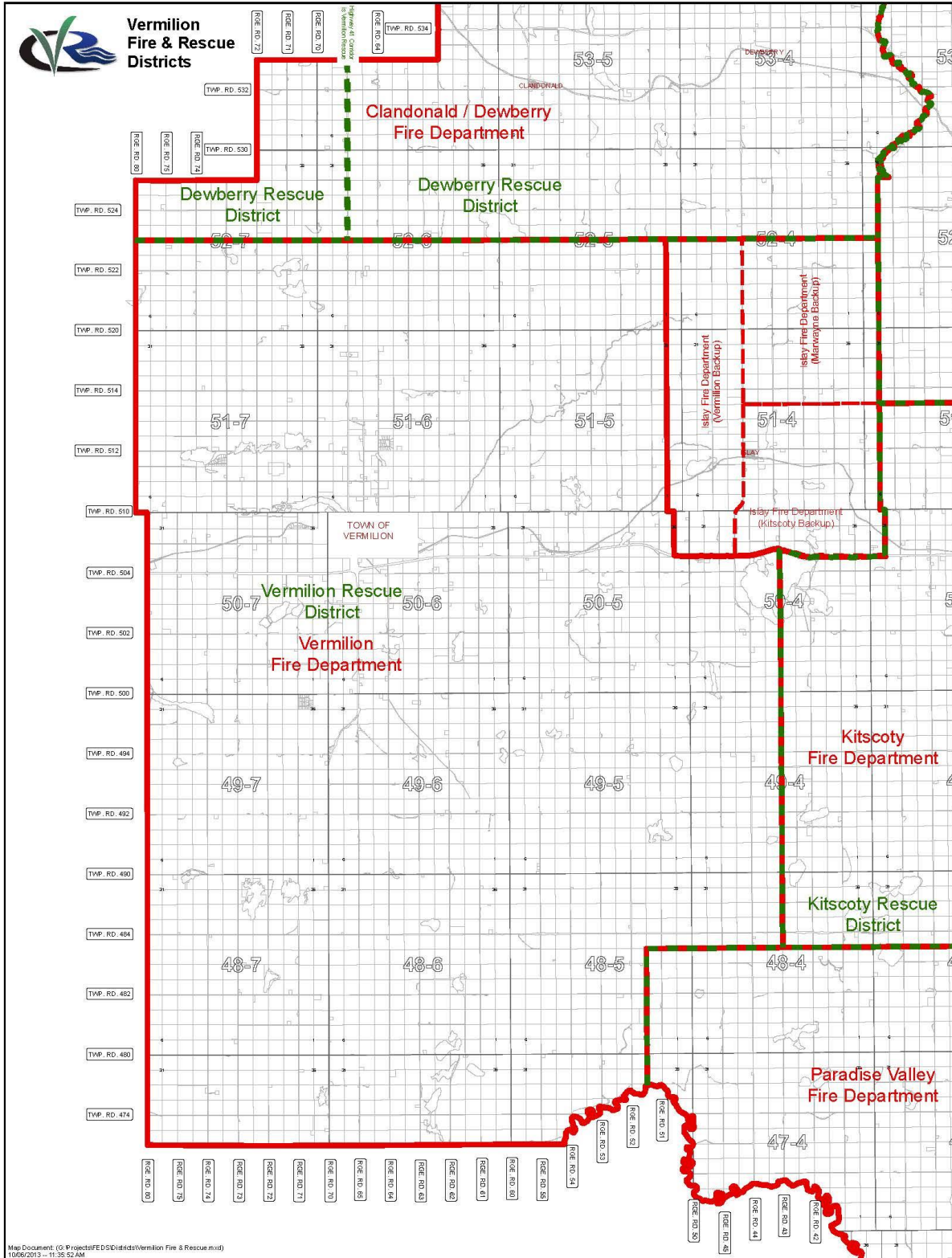
Per: _____
Mayor

Per: _____
Chief Administrative Officer

SCHEDULE "A" – MAPS OF SERVICE AREA







SCHEDULE “B” – SERVICES

The Town agrees to provide the following services to the County:

- Fire Suppression
 - Structural
 - Wildland
 - Industrial
- Salvage and overhaul
- Search
- Evacuation
- Fire prevention and preplan
- Fire inspection*
- Fire investigation*
- Medical first response
- Vehicle extrication
- Rescue and recovery
- Traffic control
- Awareness level response to dangerous goods
- Enforcement of safety codes and regulations*

*The County has currently dropped its quality management program and only participates in these evolutions at an awareness level.

The parties hereby acknowledge that the applicable services, as identified above, include but are not limited to, the description for each particular services as set out below:

Scene size-up may include:

- Looking for obvious hazards, determining if rescue is required, determining if additional fire apparatus or RCMP or an ambulance is required.

Scene security may include:

- Mitigating any hazards, isolating the area from unwanted bystanders; and
- Securing a staging area for equipment.

Evacuation may include:

- Evacuation of the immediate area and/or surrounding area.

Wildland fire suppression and control may include:

- Fire suppression and control and related services.

Hazardous materials response (awareness level) may include:

- Identification of any hazardous materials that may be involved;
- Determining hazards of product through emergency response guide;
- Determining if evacuation is required, and completely if necessary; and
- Calling in assistance to mitigate spills or hazards.

Exterior structural fire suppression (exposure protection) may include:

- Preventing the spread of fire to adjacent exposures and containing fire to building of origin; and
- Extinguishing the fire without entering an involved building.

Motor vehicle collision response may include:

- Prevention or extinguishment of fire in vehicles involved in a collision;
- Vehicle Extrication;
- Traffic control to reduce danger from passing vehicles and allow emergency vehicles to access scene; and
- Performing First Aid of injured people

Medical/Trauma First Response may include:

- Performing First Aid to injured or sick people that may result from a traumatic event; and
- Assisting ambulance crews with patient care, lift assists

SCHEDULE "C" – HONORARIUMS

	Rate	Split	
Practice Hours	\$15.26/hour	County	50%
		Town	50%
Standby Duty	\$43.59/day	County	50%
		Town	50%

Maximum Four (4) firemen per day, during the weekends and statutory holidays commencing Victoria Day weekend in May and for the months of June, July, August, and including the Labour Day weekend in September.

Town Calls	\$26.17/hour	Town	100%
County Calls	\$26.17/hour	County	100%
Show up Rate*	\$21.79/hour	County	100%

Fire Training School as per established grid to a maximum of \$19.80/hour

*The show up rate is for those firemen who arrive at the fire hall within ten (10) minutes of the alarm being given.

The above noted hourly and daily rates will be adjusted annually effective January 1, each year by the County of Vermilion River Cost of Living Average.

Fire Chief	\$2500.00/year	County	50%
		Town	50%
Deputy Fire Chief	\$2000.00/year	County	50%
		Town	50%
Captain (4)	\$750.00/year	County	50%
		Town	50%
Lieutenant (3)	\$500.00/year	County	50%
		Town	50%
Mechanic	\$500.00/year	County	50%
		Town	50%

SCHEDULE “D” – SHARED COSTS AND COUNTY OWNED EQUIPMENT

The parties acknowledge and agree that the following costs are 50/50 shared costs between the County and the Town and acknowledge the corresponding contribution from the County for the Term of Fire Services Agreement.

- Travel & subsistence
- Telephone
- Advertising
- Insurance – volunteer fire brigade
- Clothing (gear & uniform)
- Radios (all maintenance costs)
- Standard/basic training (approved on a yearly basis)
- WCB
- Water (bottled)
- Maintenance of Fire Hall to a maximum of \$5,000
- Utilities (Power, Gas, & Internet) to a maximum of \$6,000
- Air Maintenance (breathing air) compressor to a max of \$2,000
- Rescue Tool Maintenance to a max of \$1,000

County and Town to each establish a reserve that will fund equipment purchase jointly at 50/50 for Medium sized equipment purchase (e.g. Washer & Dryer, Breathing Air Compressor, SCBA's, etc.) each party to contribute \$10,000 to their respective reserves with Administration reviewing annually to determine necessary funding.

County and Town to each establish a reserve that will fund equipment purchase jointly at 50/50 for Large sized equipment purchase (e.g. rescue tools, etc.) each party to contribute \$20,000 to their respective reserves with Administration reviewing annually to determine necessary funding.

Notwithstanding the above clauses for funding to reserves for Medium and Large equipment, the respective reserves shall be limited to a maximum of \$80,000 for each party and topped up when necessary to maintain this limit.

The parties acknowledge and agree that the shared equipment will be replaced in accordance with Schedule “F”, as applicable.

The County owned equipment may include the following, but may be replaced from time to time for maintenance or replacement:

- | | |
|-----------------------------|-------------------|
| • 2003 Freightliner Pumper | IFVABUCSS3DL90985 |
| • 2020 Freightliner Tanker | 1FVHC5FE6MHMF8868 |
| • 2006 Ford F150 XLT Pickup | 1FTPW14516FA63297 |

AGENDA ITEM #5.1.

The Town is allowed to use the County owned equipment for training purposes and calls within the Town's municipal limits.

SCHEDULE “E” – INCIDENT REPORT

The Town will arrange with the County Fire Chief or designate for the submission of an incident report on the prescribed form to the customer as soon as is reasonable following each fire call attended.

The incident report must include the following information:

- Date and time of the fire call
- Location of the fire call
- property owner name, address and phone number
- occupant of premises name, address and phone number (if different from owner)
- nature and particulars of the Fire Call
- total time spent attending the Fire Call
- insurance agent, if known or determined
- equipment used in attending the call
- kilometres travelled to the location and return
- identification of personnel dispatched and time spent by each fire fighter attending the call
- confirmation that all forms as required by the province will be completed and submitted.

SCHEDULE "F" – ANNUAL INVENTORY REPORT

County Fire Department – Standard Equipment List	
Description	Quantity
Batteries – radio & pager	As required
Binoculars	1
Bladder (portable tank)	
Blankets	4
Booster cables	1
Boots	1 set/trained FF, 8/dept., 10% of dept.
Bottles	2/SCBA
Brooms	
Bunker gear	1 set/trained, 8/dept., 10% of dept.
Burn kits	1
Camera	1
Cell phone – chief	1
Cell phone – truck	1
Chain saw	1
CPR mask & valve	
Crow bar	1
Cutters – bolt	1
Cutter – seat belt	2
Dock strainer	1
Extinguisher – backpack	6
Fire axes	1
Fire extinguisher 20 lb	
Fire extinguisher 30 lb	2
First aid kit	1
Fitting – Siamese	
Flashlights	4
Foam 20lb pails	6
Foam inductor	1 standard with pumper
Forks	2
Gas can	1
Gated Y	1
Generator	1
Gloves	1/trained FF, 25% of dept.
Helmet & face shield	1/trained FF, 5% of dept.
Helmet lights & holder	1/trained FF, 10% of dept.
Hose – hard suction	2
Hose 1 ½ x 50	130M
Hose 2 ½ x 50	360M
Hose reel & 1 hose	1
Hose washer	1

AGENDA ITEM #5.1.

Ice auger	1
Jack – jack all	1
Jack – hydraulic	
Ladder	1 per truck
Ladder extension	1
Lights	1 set portable
LP bottle 20-40 lb	1
Mask – balaclava	1/trained FF, 20% of dept.
Masks – half	4/department
Mobile radios	1/truck
Handheld radios	12
Nozzle 1 ½	Each to their own
Nozzle 2 ½	
Nozzle cutting	
Nozzle foam (horsecock)	
Nozzle – forest	
Nozzle – piercing	1
Pages	4/department
Pass alarms	6
Picks	1
Pike poles	2
Portable fire pump	1 per tanker
Rakes	4
Rope	200 FT
Rubber mallet	2
SCBA	4
Shovels	3
Slapper mats	On request
Sledge hammer	1
Spanner tool	2
Stretcher or backboard	1
Tiger torch	1
Tool box	
Tow rope	1
Traffic batons	4
Traffic pylons	10
Traffic vests	12
Valve – hydrant gate	2
Vent fan	On request for hazmat
Wrenches – coupler	2
Wrench – gas valve	2
Wrench – hydrant	2

SCHEDULE "G" – ANNUAL FIREFIGHTER ACTIVE DUTY TRAINING REPORT

FIRE DEPARTMENT _____**MEMBER SINCE** _____**RANKING** _____**NAME** _____**ADDRESS** _____
_____**PHONE** cell: _____

home: _____

work: _____

EMPLOYER _____**ADDRESS** _____**PHONE** _____

Does your employer allow you to leave work to attend fire/medical calls? _____

TRAINING: (Check the courses you currently have)

100	☐	700	☐	1001 Level 1	☐	First responder	☐
200	☐	800	☐	1001 Level 2	☐	Fire service instructor	☐
300	☐	900	☐	Wildland	☐	Drivers license level (1-5)	_____
400	☐	1000	☐	First aid	☐	Other (please list)	_____
500	☐	1100	☐	Command 5	☐		_____
600	☐	1200	☐	Air brakes	☐		_____

DATE UPDATED: _____

SCHEDULE “H” – OPERATIONAL PROCEDURES

Fire Call – County of Vermilion River

1. First three fire fighters to arrive at the fire hall respond to the fire in the County fire truck
2. Next three fire fighters to arrive at the fire hall respond to the fire in the County tanker truck
3. If required, additional fire fighters and equipment will respond to fire calls outside the corporate limits of the Town upon the Town fire chief's or designate' s assessment of the fire call
4. All other fire fighters that arrive at the fire hall are on standby unless called for assistance by the Town fire chief or designate
5. Additional equipment and manpower other than on resource list must have County authorization

Motor Vehicle Accident – County of Vermilion River

1. First fire fighters to arrive at the fire hall will decide how many fire fighters will go on the rescue unit. Minimum of four firefighters
2. After the rescue unit leaves the fire hall, the next three fire fighters will respond in the County fire truck
3. All other fire fighters that arrive at the fire hall after the rescue unit and County fire truck have left are on standby at the fire hall unless needed
4. If required, additional fire fighters and equipment will respond to emergency calls outside the corporate limits of the Town upon the Town fire chief's or designate' s assessment of the emergency call
5. Insurance information will need to be collected at all accidents and submitted to the County with the Town invoice

Fire Call – outside of the Vermilion Fire Protection Area

1. If a fire call is received from outside of the Vermilion fire protection area, the Town fire chief or designate shall call the fire department designate to respond in that area to confirm the amount of assistance required.

SCHEDULE "I" – FEE FOR USE OF TOWN OWNED EQUIPMENT

Town vehicles and equipment may respond to extreme emergency situations in the municipal boundaries of the County, at no cost to the County on the condition that:

1. The Town vehicles and equipment may be within the municipal boundaries of the County with the intent of being there for **not more than one hour duration** and if necessary, within that first hour:
 - a. Aid will be provided by other County fire departments and/or public works (for equipment, etc.); and/or
 - b. Mutual aid to be provided by adjoining municipal governments with whom the County has a mutual aid agreement in place
2. The Town will be compensated by the County at a rate of \$1,000/hour for aerial unit, \$400.00/hour for tankers or pumpers, \$200/hour for small trucks, and \$100/hour for side-by-sides under circumstances when the Town's fire fighting vehicles and equipment are required **calculated from the time dispatched to the time the unit leaves the scene.**

1. Town vehicles and equipment may respond to fire and rescue calls within the County, provided that:

- County resources are utilized first (including County Owned Equipment, public works, and other County fire departments.)
- If the initial response exceeds one (1) hour, aid will be provided by other County resources or mutual aid partners within that timeframe.

The Town will be compensated by the County at the following rates:

Aerial Unit	\$1,000/hour
Tankers, Pumper, Rescue	\$ 400/hour
Small Trucks	\$ 200/hour
Side-by-Sides	\$ 100/hour

Billable time for apparatus is defined as the time from dispatch to return to hall, as shown on the 911 report.

The Town will be compensated from the County for responding to calls on Alberta provincial highways. This payment will be based on the current Alberta Transportation rate, less the cost of Town apparatus and personnel time on Town apparatus already billed to the County. Reimbursements will be issued within 30 days from when the County received payment from Alberta Transportation.

If the reimbursements from Alberta Transportation are less than the costs already billed by the Town to the County, the County will invoice the Town for the difference.

STAFF RECOMMENDATIONS**DATE:**21 Jan 2025**TOPIC:**

Deputy Returning Officer

PROPOSAL:

The next Municipal Election is set to take place in October of 2025. Section 25(2)(a) of the Local Authorities Election Act (LAEA) allows for nominations to be filed on January 1, 2025 (or next business day). Nomination papers must be filed with the Returning Officer or Designate, and a Deputy Returning Officer can receive and process nominations in absence of a Returning Officer.

As the nomination period for the General Municipal Election is just over 9 months in length, and the Town Administration Office is the local jurisdiction office (LAEA Section 28(1)) for receiving nomination papers, having a staff member appointed as a Deputy Returning Officer will make filing of nomination papers for prospective candidates easier.

Financial implications:

NIL

PROPOSED BY:

Michael Van Der Torre

STAFF RECOMMENDATIONS:

That Council for the Town of Vermilion appoint Madison Barrett as the Returning Officer and Marylee Prior as the Deputy Returning Officer for the General Municipal Election to be held on October 20, 2025.

Michael Van Der Torre

December 17, 2024 – January 21, 2025

CHIEF ADMINISTRATIVE OFFICER REPORT

- Council meeting
- Leadership meetings
- Economic Development meeting
- Alberta Parks contract
- Broadband meeting
- Christmas break
- Resident concerns
- Election discussions
- Fire agreement meetings
- ILC meeting

Community Services Directors Report

PARKS & RECREATION:

- Snow removal
- Christmas clean up
- Staff meetings

CEMETERIES:

- New software implementation
- Extensive hours on data input

OUTDOOR FACILITIES:

- ODR up and going
- Garbage and dog park maintenance

INDOOR FACILITIES:

Curling Rink/Arena/Stadium/VRC:

- Very busy with tournaments
- Ice plant and equipment maintenance

FCSS Updates

- Administration and distribution of 2025 FCSS funding to applicants, have a plan to disburse some each month or each 3 months to spread out the payments, provincial FCSS funding arrives every three months to Town of Vermilion
- Administration preparations for Canada Revenue Agency - Community Volunteer Income Tax Program (CVITP), have five community volunteers to assist with 2025 tax returns
- Start of financial reports for 2024 programs, preparation for Town auditors and the FCSS provincial reports
- Administration and facilitation of Vermilion & Area Interagency Meeting on Thurs. Jan. 9
- Administration for projects such as Mental Health & Wellness Symposium, Reducing the Impact of Financial Strain (RIFS) taxi voucher grant, Rural Mental Health Project (planning for event in May, and responding to community information questions
- The RIFS Wheels to Health taxi vouchers are being used more since the weather is cooler, the grant for this is not an FCSS grant although we manage the funds as a community service, there is a carry over to 2025 of \$363.00 in this fund, otherwise the taxi vouchers that Shirley McRobert, Senior Support Coordinator manages would be used. There are more than seniors who have transportation needs within town limits.

Vermilion Regional Centre Updates

- Weekly meetings for Rotary Club
- VIBE staff facilitate the Mom & Baby Indoor Playground/Kiddie Oasis Society sessions on Wednesday mornings, starting January 8 to March; VIBE Move your Mood Mom and Babes session starts February 4 in the Secondary Dance Room
- Waiting for updated price quotes on sound system improvement options, searching for a company that will do floor waxing, ordering of more chairs is delayed because they are not available at this time
- January 6th starts weekly dance classes running with both Vermilion Dance Association and Vermilion Ukrainian Cultural Association, they both will have extra bookings for solo and duet classes
- Mon. Jan. 6 – Blood Donor Clinic, well attended
- Sat. Jan. 11 – Malanka (Ukrainian New Year's Eve), 350 guests

AGENDA ITEM #7.1.

- Fri. Jan. 17 – Lakeland College Student Gala, expect over 400 guests
- Sun. Jan. 19 – Wheatland Lacrosse Association AGM
- Wed. Jan. 22 – Mental Health & Wellness Symposium (Vermilion & District chamber of Commerce)
- Sat. Jan. 25 – Robbie Burns Event (Hosted by Sword & Thistle Highland Dance)
- Sundays in February – Two separate Church/Gospel Meetings in the hal
- Mental Health & Wellness Symposium – Wednesday, January 22
- Robbie Burns event (Sword & Thistle Highland Dance) – Saturday, January 25

	2020	2021	2022	2023	2024
Events	2,425	2,355	5,181	7,131	8,665
Weddings	245	695	2,351	2,646	3,039
Meetings	568	824	3,414	2,933	4,158
Funerals	78	1,005	1,570	3,405	2,080
TOTAL	3,316	4,879	12,516	16,115	17,942

	2020	2021	2022	2023	2024
Events	12	13	24	31	37
Weddings	2	4	11	13	14
Meetings	42	52	117	127	191
Funerals	1	4	5	11	8
TOTAL	57	73	157	182	250

Infrastructure and Planning Services

Directors Report

January 21, 2025

Capital	● Sanitary Trunk Main - AMWWP application submitted, exploring other funding opportunities ● East Reservoir Pump Replacement – Ongoing ● Stormwater Management Assessment – Early Planning Stages ● Meter Vaults – New Installation and Replacement – Preparing the scope of work for tendering
Public Works Operations	● Working on GIS Webmaps implementation ● Preparing to set up a Computerized Maintenance Management System (CMMS) for the Wastewater Treatment Plant ● Reviewing 2025 summer work plan and preparing for seeking quotes and scheduling work ● We are continuing with our Snow Removal Activities. We are Completing the last of the residential areas, and then we will address the back alleys. ● Road/sidewalk monitoring and sanding as required. ● Ongoing winter fleet maintenance ● Jetting Sewers as needed ● Culvert maintenance
Planning	● 2024 Annual Permit Summary Attached ● Finalizing purchase agreements for industrial lot sales ● Reviewing 2024 External Safety Audit and preparing an action plan to address recommendations ● Completing the annual safety code audit of the Inspections Group

Town of Vermilion 2024 Annual Development Permit Summary

This report will provide a summary of the Development Permits issued within the Town of Vermilion between January 1 and December 31, 2024. Note that the following information is based upon development permit applications which may or may not result in completed development.

Numbers of Development Permit Applications

- A total of 27 Development Permit applications were received in the period.
- Of the 27 permits, 1 was an application for a Home Occupations.
- All 27 permits were approved by the Development Authority.

Permits Categories

The number of permit applications for each zone category is shown in Table 1. The largest number of permits issued was for Residential development which had 14 approved permits followed by 4 approvals for each Commercial, Industrial and Home Occupations.

<i>General Land Use Zone</i>	<i>Number of Applications / Number Approved</i>	<i>Percentage of Applications</i>
Residential	18 / 18	66.7%
Commercial	2 / 2	7.4%
Industrial	5 / 5	18.5%
Institutional	1 / 1	3.7%
Community	0 / 0	0.0%
Home Occupation	1 / 1	3.7%
TOTAL	27 / 27	100%

Table 1. Development Permit Applications by Zone, Town of Vermilion, 2024.

Value of Development

In determining the value of development, Home Occupations are excluded as these typically have little expenditure associated with them. Therefore, excluding the 1 Home Occupation permit, there were 26 developments in the Town of Vermilion during 2024. Table 2 provides the value of development for each general zone category. The estimated value of the 26 developments is \$3,309,500 with an average value of \$127,288.

<i>General Land Use Zone</i>	<i>Value of Development</i>	<i>Percentage of Total</i>
Residential	\$1,260,000	38.1%
Commercial	\$162,500	4.9%
Industrial	\$1,832,000	55.4%
Community	\$0	0.0%
Institutional	\$55,000	1.6%
TOTAL	\$3,309,500	100.0%

Table 2. Cost of Development by Zone, Town of Vermilion, 2024.

Comparison of Development Trends: 2002 - 2024

During 2024, the Town of Vermilion had 26 developments. Table 3 provides the number of developments and value of developments for the period of 2002 to 2024.

<i>Year</i>	<i>Number of Developments</i>	<i>Value of Developments</i>
2002	52	\$2,412,395
2003	43	\$4,284,900
2004	60	\$7,224,686
2005	53	\$5,156,600
2006	52	\$21,124,700
2007	59	\$8,375,900
2008	46	\$12,637,300
2009	66	\$22,401,700
2010	34	\$10,420,700
2011	41	\$5,738,500
2012	44	\$10,031,500
2013	53	\$16,239,000
2014	40	\$24,283,700
2015	54	\$45,735,200
2016	27	\$14,813,300
2017	28	\$15,305,700
2018	38	\$15,951,200
2019	17	\$23,307,500
2020	15	\$509,500
2021	24	\$18,408,500
2022	13	\$2,297,000
2023	23	\$21,932,500
2024	26	\$3,309,500
AVERAGE	39	\$13,560,934

Table 3. Total Number of Developments, Town of Vermilion, 2002 - 2024

Within the last 20+ years, the Town experienced the highest number of developments in 2009. The value of the developments has also increased over past years however the values for 2006 and 2009 were significantly skewed due to large multi-million-dollar developments such as the Vermilion Regional Centre in 2006 and major upgrades at the Lakeland College Campus in 2009. The values began increasing in 2014 with the start of highway commercial development in the new Junction Sixteen 41 subdivision and some large multi-family residential buildings which continued into 2015 which had the highest value ever. In 2019 the values were greatly affected with the construction of the new 19-million-dollar Sewer Treatment Plant. While there has been a recent and lingering economic slowdown from the impact of COVID-19 still carrying on through 2023, the number and value of permits seems to be on the rise from previous years. In the past 23 years there has been an estimated total of approximately 312 million dollars in development.

New Housing

An important statistic to consider in evaluating development patterns and trends within the Town is the number of new housing starts and value of new housing. In 2024 there were 4 new single-family residential dwellings.

<i>Year</i>	<i>New Housing Starts</i>	<i>Average Value of New Housing</i>	<i>Total Value of New Housing</i>
2002	12	\$139,833	\$1,678,000
2003	10	\$139,800	\$1,398,000
2004	11	\$140,136	\$1,541,500
2005	6	\$167,333	\$1,004,000
2006	10	\$210,500	\$2,105,000
2007	19	\$231,737	\$4,403,000
2008	10	\$308,300	\$3,083,000
2009	13	\$284,231	\$3,695,000
2010	13	\$237,846	\$3,092,000
2011	14	\$222,357	\$3,113,000
2012	36	\$180,861	\$6,511,000
2013	39	\$153,615	\$5,991,000
2014	42	\$141,071	\$5,925,000
2015	12	\$354,333	\$4,252,000
2016	4	\$344,750	\$1,379,000
2017	7	\$285,714	\$2,000,000
2018	4	\$325,000	\$1,300,000
2019	3	\$360,000	\$1,080,000
2020	0	\$0	\$0
2021	6	\$281,667	\$16,690,000
2022	4	\$357,500	\$1,430,000
2023	2	\$600,000	\$1,200,000
2024	4	\$222,500	\$890,000
MEAN (2002-2023)	13	\$241,827	\$3,206,978

Table 4. New Housing Development Summary, Town of Vermilion, 2002 - 2024

Summary

The value of developments in 2024 was approximately \$3,309,500 with an average of approximately \$127,288 per development. Despite the lack of large-scale developments, this illustrates a positive upturn in the current residential economy. Smaller project residential developments are prevailing and with the South Brennan lots are now sold out. Additional densities of housing within the Town will be needed in the future which may facilitate the development of the North Brennan Subdivision.

Prepared by: Allan Wilson
Planner & Development Officer
January 7, 2025



CORPORATE SERVICES

DIRECTOR REPORT

Jan 2025

GENERAL CORPORATE SERVICES

- Serenic Software has been sunset prior to end of December 2024
- **ERP system implementation ongoing**, several modules now 'live' or operational
- Access to customer self service / eservice / online portal has been removed
- Year end work underway

UTILITY BILLING

- Utility bills with new rates will be sent out to residents next month
- Customers encouraged to use automatic monthly withdrawals
- All banks have new account number setup incorporated in to their online platforms
- Residents reminded to pay 3-5 business days in advance of deadline to allow funds transfer to occur
- Residents have the option to receive bills by email
- Several billing cycles complete with new software

INFORMATION TECHNOLOGY

- Facility upgrades for 2025 planned and underway
- Prioritizing equipment replacements for 2025
- **Expanded WIFI at stadium** facilities

PROPERTY TAX

- Assessment values to be received by Assessor early February
- Mill rates to be determined in April/May
- Tax certificates will (temporarily) only be available through staff due to online portal disruptions, lower cost rate will apply to all requests until online portal becomes available again
- Next penalty date for taxes will be Mar 1st, 2025

MANAGER ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT

- Industrial Lot Sales - Working on additional lot sales
 - Lot Pricing** – In November 2024 Council for the Town of Vermilion from a Committee Recommendation from Economic Development lowered the sale price on all Industrial lots from \$99,000 per acre to \$50,000 per acre. In November of 2023 there were 20 Industrial Lots for Sale covering 37.05 acres. Over the 13 months Economic Development sold 11 Industrial Lots (23.85 acres) or 64.37% of the shovel ready town owned industrial land.
 - **As of December 31, 2024**, there are 9 industrial lots remaining for sale (13.20 acres) or 35.63% of the shovel ready land from November 2023.
 - **East Point Business Park** o 4.4 acres were available November 2023.
 - 3 Lots were sold (2.77 acres)
 - 2 Lots remain for Sale, Lot 7 & 8 (1.63 acres)
 - **Yellowhead Business Park** o 32.65 acres were available November 2023
 - 8 Lots were sold (21.08 acres)
 - 7 Lots remain for Sale, Lot 1, 10, 11, 12, 13, 19, 21 (11.57 acres)
 - **January 1, 2025**, Council increased the price on all industrial lots to \$99,000 per acre. Council will review industrial lot pricing in April 2025.
- Working with Highway Commercial lot sales
- Pylon sign project
- Website Migration
- Vermilion Magazine
- Invest Alberta
- The Good Life Institute
- iART/Alberta HUB Drone Project
- Events Calendar updates
- Swag/Business Cards
- Elections Stuff
- GLI Meetings



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Vermilion, AB Canada T9X 1X1
www.vermilion.ca

Response to Shawn Jacula about budget numbers in question and debenture repayment.

1. Question regarding the fluctuation of the budget:

"In the 2023 Audited financial statements, department expense for Economic Development rose from \$350,158 in 2022 to \$3,356,896 in 2023. Can you clarify what this \$3,000,000 expense was in that year? You would think notes in the financial statement would reference such a large fluctuation.

On Page 23 of the 2024 Budget, it references that the broadband project is led by the Economic Development department, whose average expenditure over the next 5 years is \$800,000 annually. A department that was an expense of around \$350,000 is now \$800,000. Is the ~\$450,000 increase the annual payment against the debenture? What year does it expire? It is forecasted for all years in the report (2024-2028)."

Response:

The 'fluctuation' was explained to the public when the financial statements were presented in open to the public on April 30, 2024, \$2.4M was the amount paid for A-Net, and there was a loss on disposal of Economic Development assets of \$617k in the same year for V-Net. V-Net was funded by MSI grant.

In drafting our financial statements, we rely upon the advice of a CPA and an auditor who has 15 years experience auditing dozens of municipalities and their financial statements, someone who has seen and compiled literally hundreds of financial statements, not to mention the experience and expertise of the rest of his staff and our own staff.

2. \$2.4 million debenture question:

"2.4 million is the number always quoted; but there is no clear evidence of its use or repayment in the financial statements."

Response:

There was bridge financing for the loan that allowed us significant savings on interest from the alternatives at the time when rates were significantly higher, interest rates are now lower by 2% and we feel that in the coming months will be the right time to convert to a long-term loan of 10yrs. In 2024 the budgeted debenture cost was approximately \$200k, although the full amount of the budget wasn't required for the aforementioned reason and due to timing of payments. With the 2025 budgeted amount and interest rate the annual payments will be closer to \$300k, reflecting a loan taken earlier in the fiscal year than was budgeted in the prior year. The award winning 2024 budget was presented to the public on December 5, 2023, and our budget documents related to it met all the legal standards as well as the standards of the award.

3. Question about integrity:

"My questions still are not fully answered, in fact the 'skirting around it' answers I keep getting makes me feel even more uneasy. I'm looking for honesty, I'm looking for integrity, I'm looking for answers."

Response:

All the budget and corresponding documents are all submitted to Municipal Affairs and have been reviewed by Municipal Affairs already.

In response to the reply listed in 10.2 – Correspondence –

Emailed to Council and Administration December 17th, 2024

Hello,

I see now finally 43 days after I initially asked my questions, I am receiving a public response via the online agenda. However, it is ultimately the same response (without the 'I'm too busy' part) that I was provided with in the initial reply on November 7th. It wasn't sufficient then; it isn't sufficient now.

In the 2023 Audited financial statements, department expense for Economic Development rose from \$350,158 in 2022 to \$3,356,896 in 2023. Can you clarify what this \$3,000,000 expense was in that year? You would think notes in the financial statement would reference such a large fluctuation.

On Page 23 of the 2024 Budget, it references that the broadband project is led by the Economic Development department, whose average expenditure over the next 5 years is \$800,000 annually. A department that was an expense of around \$350,000 is now \$800,000. Is the ~\$450,000 increase the annual payment against the debenture? What year does it expire? It is forecasted for all years in the report (2024-2028).

2.4 million is the number always quoted; but there is no clear evidence of its use or repayment in the financial statements.

The only revelation the response provides is "we will not be receiving any revenue". This is far cry from the story ratepayers were told when Alberta Broadband turned our elected officials into sales people for the program. Just a month ago it was told to me there was a threshold we had to meet to trigger the revenue generating portion that is referenced in the nondisclosure agreement. What has changed? Is this document finally public?

My questions still are not fully answered, in fact the 'skirting around it' answers I keep getting makes me feel even more uneasy. **I'm looking for honesty, I'm looking for integrity, I'm looking for answers.**

I am hoping to hear it from someone this evening at the Council meeting.

Shawn Jacula