



TOWN OF DRUMHELLER
REGULAR COUNCIL MEETING

AGENDA

TIME & DATE: 4:30 PM – Monday, September 9, 2024

LOCATION: Council Chambers, 224 Centre St and ZOOM Platform and
[Live Stream on Drumheller Valley YouTube Channel](#)

1. CALL TO ORDER

2. OPENING COMMENTS

3. ADDITIONS TO THE AGENDA

4. ADOPTION OF AGENDA

4.1 **Agenda for the September 9, 2024, Regular Meeting of Council**

Proposed Motion: That Council adopt the agenda for the September 9, 2024, Regular Meeting of Council as presented. (or as amended)

5. MEETING MINUTES

5.1 **Minutes for the August 26, 2024, Regular Meeting of Council**

[Regular Council Meeting – August 26, 2024 – Draft Minutes](#)

Proposed Motion: That Council approve the minutes for the August 26, 2024, Regular Meeting of Council as presented.

6. COUNCIL BOARDS AND COMMITTEES

7. DELEGATIONS

8. REPORTS FROM ADMINISTRATION

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

8.1 **Chief Administrative Officer**

8.1.1 **Mid-sized Towns Mayors Caucus – Terms of Reference**

[Request-for-Decision](#)
[Mid-Sized Towns Mayors Caucus TOR – January 19, 2024](#)
[Mid-Sized Towns Mayors Caucus TOR – Revised July 2, 2024](#)

Proposed Motion: That Council approve the Alberta Mid-sized Towns Mayors' Caucus Terms of Reference as amended.

8.1.2 **Housing Accelerator Fund (HAF)**

[Request-for-Decision](#)
[HAF Initiatives 2024](#)

Proposed Motion: That Council approve the Housing Accelerator Fund (HAF) Action Plan -2024 and the attached Action Plan Initiatives.

8.1.3 **Bylaw 26.24 – Revision of Bylaw 16.24**

[Request-for-Decision](#)
[Bylaw 26.24 – Revise Bylaw 16.24](#)
[Bylaw 16.24 – Newcastle West PUL 1](#)
[Revised Bylaw 16.24 – Newcastle West PUL 1](#)

Proposed Motion: That Council gives First Reading to Bylaw 26.24 - Revision of Bylaw #16.24.

Proposed Motion: Moves that Council gives Second Reading to Bylaw 26.24 - Revision of Bylaw #16.24.

Proposed Motion: Moves that Council give unanimous consent for Third Reading of Bylaw 26.24 - Revision of Bylaw #16.24.

Proposed Motion: Moves that Council gives Third Reading to Bylaw 26.24 - Revision of Bylaw #16.24.

CORPORATE AND COMMUNITY SERVICES DEPARTMENT

8.3 **Director of Corporate and Community Services**

8.3.1 **2024 Municipal Taxes – Sandstone Manor Roll# 000 04029906**

[Request-for-Decision](#)

Proposed Motion: That Council rescind the motion # 2024.268 adopted on August 26, 2024.

Proposed Motion: That Council approve the cancellation of the 2024 Municipal Tax levied against Roll No. 04029906 (Drumheller Housing Administration) in the amount of \$15,035.22.

8.3.2 **2025 Minimum Tax (Municipal Property Tax portion)**

[Request-for-Direction](#)

EMERGENCY AND PROTECTIVE SERVICES

8.4 **Director of Emergency and Protective Services**

8.4.1 **Fire Bylaw**

[Briefing Note](#)

[Draft Bylaw 25.24 – Fire Bylaw](#)

[Draft Bylaw 25.24 – Schedule A – Fee Schedule](#)

[Draft Bylaw 25.24 – Schedule B – Fine Schedule](#)

INFRASTRUCTURE SERVICES

8.5 **Director of Infrastructure Services**

8.5.1 **RFP – 2023-063 Solid Waste Collection Contract**

[Request-for-Decision](#)

[Request for Proposal](#)

[Financial Evaluation](#)

[Proposal Evaluation](#)

Proposed Motion: That Council approves the award of a 5-year contract to Environmental 360 for both Residential and Commercial Solid Waste Collection within the Town of Drumheller.

9. CLOSED SESSION

9.1 **Third Party Business and Local Public Body Confidences**

FOIP 16 – Disclosure harmful to business interests of a third party.

FOIP 23 – Local public body confidences.

FOIP 24 – Advice from officials.

Proposed Motion: That Council close the meeting to the public to discuss Third Party Business and Local Public Body Confidences as per FOIP 16 – Disclosure harmful to business interests of a third party, FOIP 23 – Local public body confidences, and FOIP 24 – Advice from officials.

Proposed Motion: That Council open the meeting to the public.

10. ADJOURNMENT

Proposed Motion: That Council adjourn the meeting.



TOWN OF DRUMHELLER
REGULAR COUNCIL MEETING

MINUTES

TIME & DATE: 4:30 PM – Monday, August 26, 2024

LOCATION: Via Zoom platform

[Live Stream on Drumheller Valley YouTube Channel](#)

IN ATTENDANCE

Mayor Heather Colberg

Councillor Patrick Kolafa

Councillor Stephanie Price

Councillor Tony Lacher

Councillor Crystal Sereda

Councillor Tom Zariski

Councillor Lisa Hansen-Zacharuk (regrets)

Chief Administrative Officer: Darryl Drohomerski

Director of Corporate & Community Services: Victoria Chan

Director of Infrastructure: Jared Brounstein

Dir. of Emergency and Protective Services: Greg Peters

Communications Officer: Erica Crocker

Reality Bytes IT: David Vidal

Recording Secretary: Angela Keibel

1. CALL TO ORDER

Mayor Colberg called the meeting to order at 4:30 PM.

2. OPENING COMMENTS

Mayor Colberg thanked the community for their efforts to organize the various events that took place this summer. She also mentioned on September 13 and 14, 2024, Alberta Culture Days commence, which includes a film festival and live music at the Napier Theatre and the downtown plaza.

3. ADDITIONS TO THE AGENDA

4. ADOPTION OF AGENDA

4.1 Agenda for August 26, 2024, Regular Council Meeting

M2024.260 Moved by Councillor Kolafa, Councillor Price

That Council adopt the agenda for the August 26, 2024, Regular Meeting of Council as presented.

CARRIED UNANIMOUSLY

5. MEETING MINUTES

5.1 Minutes for the August 12, 2024, Regular Meeting of Council

Agenda Attachment: Regular Council Meeting – August 12, 2024 – Draft Minutes

M2024.261 Moved by Councillor Lacher, Councillor Sereda
That Council approve the minutes for the August 12, 2024, Regular Meeting of Council as presented.

CARRIED UNANIMOUSLY

6. COUNCIL BOARDS AND COMMITTEES

6.1 **Municipal Planning Commission Appointment**

Agenda Attachments: Request-for-Decision; 2021 K McLean PMC Board Application; Bylaw #32.08 – Appointment of Development Officer and Establishment of Municipal Planning Commission.

M2024.262 Moved by Councillor Sereda, Councillor Kolafa
That Kirk McLean be reappointed to the Municipal Planning Commission for a three-year term ending August 21, 2027.

CARRIED UNANIMOUSLY

7. DELEGATIONS

7.1 **Drumheller Detachment RCMP Q1 Report**

YouTube Timestamp: 8:32

Agenda Attachments: Q1 Report; 2025-2030 Contract Policing Forecast

Sgt. Harms of the Drumheller RCMP attachment presented the Q1 report to Council.

8. REPORTS FROM ADMINISTRATION

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

8.1 **Chief Administrative Officer**

YouTube Timestamp: 35:46

8.1.1 **Remuneration Task Force Bylaw #23.24**

Agenda Attachments: Request-for-Decision; Bylaw #23.24 – Remuneration Task Force Bylaw

M2024.263 Moved by Councilor Zariski, Councillor Sereda

That Council give First Reading to Remuneration Task Force Bylaw #23.24, as presented.

CARRIED UNANIMOUSLY

M2024.264 Moved by Councillor Lacher, Councillor Price

That Council give Second Reading to Remuneration Task Force Bylaw #23.24, as presented.

Councillor Zariski clarified the Council receives an honorarium, not pay, as stated in the draft bylaw. M. Visser confirmed that “base pay” will be changed to “base honorarium” in order to remain consistent.

CARRIED UNANIMOUSLY

M2024.265 Moved by Councillor Sereda, Councilor Zariski

That Council give unanimous consent for Third Reading to Remuneration Task Force Bylaw #23.24, as presented.

CARRIED UNANIMOUSLY

M2024.266 Moved by Councillor Lacher, Councillor Kolafa

That Council give Third Reading to Remuneration Task Force Bylaw #23.24, as presented.

CARRIED UNANIMOUSLY

8.1.2 Advertising Bylaw Public Notification Policy

YouTube Timestamp: 31:36

Agenda Attachments: Request-for-Decision; (Draft) Bylaw #24.24 – Advertising Bylaw; (Draft) Policy DP-C-03 – Circulation and Advertisement Standards

Councillor Kolafa recused himself and left the meeting at 5:10 p.m.

M2024.267 Moved by Councillor Lacher, Councilor Zariski

That Council gives First Reading to Bylaw #24.24 – Advertising Bylaw and Policy DP-C-03 – Circulation and Advertisement Standards and sets a public hearing date for September 23, 2024, to discuss.

CARRIED UNANIMOUSLY

Councillor Kolafa returned to the meeting at 5:20 p.m.

CORPORATE AND COMMUNITY SERVICES DEPARTMENT

8.2 **Director of Corporate and Community Services**

YouTube Timestamp: 53:02

8.2.1 **Sandstone Manor Tax Waiver**

Agenda Attachment: Request-for-Decision

M2024.268 Moved by Councilor Zariski, Councillor Sereda
That Council approve the cancellation of the 2024 Municipal Tax levied against Roll No. 04029906 (Drumheller Housing Administration) in the amount of \$14,526.74.

CARRIED UNANIMOUSLY

EMERGENCY AND PROTECTIVE SERVICES DEPARTMENT

INFRASTRUCTURE SERVICES

8.3 **Director of Infrastructure Services**

YouTube Timestamp: 58:41

8.3.1 **Wayne Bridge 11**

Agenda Attachment: Request-for-Decision

M2024.269 Moved by Councillor Kolafa, Councillor Price
That Council approve the award of the Bridge #11 replacement project to Sure-Seal Contracting for the amount of \$1,317,785.00, excluding GST.

CARRIED UNANIMOUSLY

9. CLOSED SESSION

YouTube Timestamp: 1:07:49

9.1 **Third Party Business and Local Public Body Confidences**

FOIP 16 – Disclosure harmful to business interests of a third party.

FOIP 23 – Local public body confidences.

FOIP 24 – Advice from officials.

M2024.270 Moved by Councilor Zariski, Councillor Sereda

That Council close the meeting to the public to discuss Third Party Business and Local Public Body Confidences as per FOIP 16 – Disclosure harmful to business interests of a third party, FOIP 23 – Local public body confidences, and FOIP 24 – Advice from officials at 5:35 pm.

CARRIED UNANIMOUSLY

M2024.271 Moved by Councilor Zariski, Councillor Price
That Council open the meeting to the public at 7:20 pm.

CARRIED UNANIMOUSLY

10. ADJOURNMENT

M2024.272 Moved by Councillor Kolafa, Councillor Lacher
That Council adjourn the meeting.

CARRIED UNANIMOUSLY

Council adjourned the meeting at 7:20 p.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

REQUEST FOR DECISION

TITLE:	Mid-sized Towns Mayors Caucus – Terms of Reference
DATE:	September 9, 2024
PRESENTED BY:	Mayor Colberg
ATTACHMENT:	Attachment A – Approved MTMC Terms of Reference Attachment B – Revised MTMC Terms of Reference

SUMMARY:

The Alberta Mid-sized Towns Mayors’ Caucus (MTMC) currently comprises Mayors representing 15 municipalities in Alberta, including the Mayor of the Town of Drumheller.

On January 29, 2024, Council approved the Terms of Reference (Attachment A) for the MTMC.

DISCUSSION:

During the MTMC meeting held on July 2, 2024, members reviewed and agreed upon amendments to the Mid-Sized Towns Mayors’ Caucus Terms of Reference (see Attachment B). The proposed amendments being presented for approval include:

- Renaming Section 2 to incorporate the organizational name, with the addition of brackets around MTMC.
- Adding a new Section 9 to address Confidentiality.
- Removing a “notes to self” entry in Section 10 that should not be in the Terms of Reference.

The next MTMC meeting is scheduled for September 25 at the Alberta Municipalities 2024 Conference. Members have been requested to submit their responses prior to this date for inclusion in the agenda.

FINANCIAL IMPACT:

N/A

STRATEGIC POLICY ALIGNMENT:

N/A

COMMUNICATION STRATEGY:

N/A

MOTION:

That Council approve the Alberta Mid-sized Towns Mayors' Caucus Terms of Reference as amended.



Prepared by:
Angela Keibel,
Legislative Services
Coordinator



Reviewed by:
Mitchell Visser,
Manager of Legislative
Services



Approved by:
Darryl Drohomerski, C.E.T.
Chief Administrative Officer

Terms of Reference

1. Purpose

Strengthen the significance and position of mid-sized towns as a relevant and important voice within the province-wide framework, collaborating, strategizing, and advocating to address matters that directly impact mid-sized towns.

2. MTMC Statement

The MTMC is a solution-based organization focusing on advancing the interests of mid-sized towns. The Alberta Mid-Sized Towns Caucus identifies mid-sized towns as those with populations between 1000 and 14,999, of which there are 84 towns with such populations within our province.

3. Objectives

- a) Recognize the unique needs and interests of the membership and develop strategies to respond and advocate for such.
- b) Provide a forum for information, best practice sharing, and developing solutions to issues that are of mutual interest.
- c) Advocate for mid-size towns through ongoing communication with the following:
 - i) Provincial Government
 - ii) Federal Government
 - iii) Alberta Municipalities
 - iv) other municipalities, including member municipalities
 - v) other groups/organizations as determined by a majority of the membership
- d) Support the enhancement of members through networking and information sharing.

4. Membership Requirements

- a) Members of the MTMC must
 - i) be a municipality located within the Province of Alberta, and:
 - (1) an incorporated town, or
 - (2) a town with a population between 1000 and 14,999.
 - ii) Pay the annual membership fee in the amount of \$250/year. Memberships run January 1 to December 31, and fees shall be due by January 31.
 - iii) Member municipalities will be responsible for per diems and expenses.

5. Membership, Representation & Voting

Each member municipality shall have one vote and shall be represented by their respective Mayors. Should a Mayor be unable to attend a meeting, an alternate member from their Council may attend on their behalf and have voting privileges. A Mayor may also send a proxy vote to an agenda item, by emailing their vote to the Chair.

Meetings may take place without a quorum of the MTMC membership; however, matters requiring a vote shall not be called without a quorum of the voting membership being present. Quorum shall be as defined by the *Municipal Government Act* (i.e., the majority of the voting members that comprise the Mid-Sized Towns Mayor's Caucus). Abstentions must be noted in the meeting minutes and tie votes shall be considered defeated. However, the overarching goal of the MTMC shall be consensus building and collaboration.

The Membership Fee shall create a seed funding pool that will be used towards expenses of hosting meetings. Eligible expenses include, but are not limited to, conference room fees, beverages, and snacks. Host Municipalities must keep an accounting of the funds spent on meeting events and send a final report to the Chair Municipality. All funds distributed shall be reviewed and shared with members during the Chair's annual reporting. Host Municipalities shall submit an invoice to the Chair Municipality for reimbursement of costs for hosting meetings.

Any funds remaining in the seed funding pool at the end of each year shall be used for initiatives as determined by the MTMC Voting Membership.

6. Appointment of Caucus Committees

a) Executive Caucus Committee

Every two years in November, the MTMC shall elect a minimum of three mayors to represent the MTMC as the Executive Caucus Committee. The Executive Caucus municipalities shall be assigned funds as outlined in Section 5 above, to cover costs related to hosting the MTMC bi-monthly meetings. The Executive members shall be appointed as follows:

i) Chair

The Chair shall chair the meetings, prepare meeting agendas, and ensure meeting minutes are recorded.

ii) Vice-Chair

The Vice-Chair shall perform the meeting duties of the Chair in the absence of the Chair. The Vice-Chair municipality shall be the secondary administrative municipality, providing assistance to the Chair municipality where necessary.

iii) Executive Board Member

The Executive Board Member shall provide additional support where necessary.

iv) Additional Executive Board Members

Where the MTMC membership determines appropriate, an additional two members may be appointed to the Executive as general Board Members.

v) A designated membership municipality will be responsible for accounts payable/receivable for MTMC. This municipality shall provide the membership with an annual financial report and budget.

vi) Chief Administrative Officers may be invited by their Mayor to participate in the regular meetings of the MTMC and may assist with the MTMC objectives.

7. Meeting Schedule

- a) The MTMC shall meet in-person bi-monthly on the 1st Thursday of January, March, May, July, September (ABmunis Conference), and November, commencing at 3:00 p.m. Joining virtually will be an option.
- b) Executive Caucus Committee Meeting hosts shall be appointed by the membership annually and shall be distributed as evenly as possible throughout the province in order to create equitable travel for the membership in general. Considering the vast area of representation, virtual meetings will be available. Caucus hosts shall:
 - i) Plan and organize the Caucus agenda and activities (see Appendix A).
 - ii) Identify and invite government representatives and other guest speakers.
 - iii) Coordinate local and provincial post-caucus media release.
 - iv) Receive MTMC seed money to aid in the costs of hosting the event, as outlined in-Section 5 of this Terms of Reference.
- c) Once a year, meet in person at the annual ABmunis conference. The Host shall be determined by the MTMC membership in advance and be provided MTMC seed money as outlined in Section 5 to aid in covering costs of the event.
- d) This schedule may be changed through a majority vote of the MTMC membership. Slight adjustments to the general meeting schedule may also be made at the discretion of the Chair where it is determined reasonably necessary.

8. Advocacy

Recognizing that the MTMC can only effectively advocate for a limited number of municipal initiatives or issues, the membership shall ensure to keep advocacy items to a minimum, determining which are of the highest priority and thus garnering the main focus of the membership. Priority ranking may change, as municipal environments and issues change and as determined by the membership.

As the administrating municipalities, the Executive Caucus Committee shall work together to ensure the initiatives are advanced and to build an advocacy framework/plan to present to the MTMC for approval.

The MTMC may take on other small advocacy initiatives where time and resources permit and where the MTMC membership feel such initiatives are necessary and important to the group.

9. Communication

As a Caucus wanting to present a unified voice on advocacy initiatives, it is important to present consistency in messaging. Unless the membership directs otherwise, the Chair of MTMC is recognized as the official spokesperson, and, in the absence of the Chair, it is the Vice Chair. This includes commenting publicly on the decisions and business of MTMC. (this could also be added: MTMC members will refrain from publicly commenting on the decisions or business of MTMC and will defer all such comments to the Chair as the MTMC spokesperson.

Appendix A
Agenda Building and Workflow Best Practice

1. Mayors may request that general items be added to a meeting agenda.
2. Requests to have an outside party attend a meeting, should allow to have a meeting prior to their attendance, in order for the membership to prepare for the visit.
 - a. Invitations to outside parties should remain consistent and be sent by the Chair Municipality on behalf of the members.
3. Matters that may require a formal resolution from member municipalities must be brought forward with sufficient time to allow for this to happen.
4. For consistency, any correspondence or documentation drafted by a member municipality on behalf of the MTMC,
 - a. shall be sent to the Chair municipality for distribution to the group;
 - b. where necessary, shall be done in a timely manner to align with item 3 outlined within this Appendix A;
 - c. where necessary and once finalized, shall be forwarded to the appropriate party by the Chair municipality;
 - d. Letters of Support shall confirm permission of a municipality and will accompany correspondence or letters sent on behalf of MTMC; where a Letter of Support cannot be confirmed or has not been received that municipality shall not be included.

Terms of Reference

1. Purpose

Strengthen the significance and position of mid-sized towns as a relevant and important voice within the province-wide framework, collaborating, strategizing, and advocating to address matters that directly impact mid-sized towns.

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The MTMC may take on other small advocacy initiatives where time and resources permit and where the MTMC membership feel such initiatives are necessary and important to the group.

9. Confidentiality

The MTMC meetings shall be held in closed session and not open to the public; however, an outside party may be invited to speak to a topic of interest. Members should ensure confidentiality of the meetings remains intact, unless otherwise determined by the MTMC Membership (e.g. for a press release).

10. Communication

As a Caucus wanting to present a unified voice on advocacy initiatives, it is important to present consistency in messaging. Unless the membership directs otherwise, the Chair of MTMC is recognized as the official spokesperson, and, in the absence of the Chair, it is the Vice Chair. This includes commenting publicly on the decisions and business of MTMC.-MTMC members will refrain from publicly commenting on the decisions or business of MTMC and will defer all such comments to the Chair as the MTMC spokesperson.

Appendix A

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 - d. Letters of Support shall confirm permission of a municipality and will accompany correspondence or letters sent on behalf of MTMC; where a Letter of Support cannot be confirmed or has not been received that municipality shall not be included.

Request for Decision

TITLE:	Housing Accelerator Fund (HAF)
DATE:	September 9, 2024
PRESENTED BY:	Reg Johnson, Manager of Economic Development
ATTACHMENTS:	Housing Accelerator Fund (HAF) Action Plan - 2024.

SUMMARY:

The Housing Accelerator Fund 2.0 (HAF) is a \$400 million-dollar fund for local governments to fast track the creation of new housing inventory that was first introduced in the 2022 Federal Budget. The objective of the program is to support lasting changes to the supply of housing through changes in local government land use planning and development approvals. Only applicants from the first round are allowed to re-apply.

Municipalities in the *small/rural/indigenous stream* are required to support a minimum of five (5) initiatives which they must complete within a three (3) year timeframe (with lasting changes for the next ten (10) years). The second round of applications require three new initiatives from the previous application. HAF is not directly underwriting specific housing projects or reimbursing proponents for specific cost, instead HAF is attempting to drive transformational change and create conditions for more housing supply in the short and long term. Administration recommends the following five (5) initiatives:

- Secondary Suites Incentive Program
- Development Permit public reporting system (New)
- Affordable Housing Project with DHA
- E-Permitting (New)
- Non-residential conversion to residential incentive program (New)

The program offers \$20,000 in funding per each new unit projected to be built as a result of the HAF initiatives. It also offers an additional estimated \$7,000 - \$15,000 per unit if it is “missing middle” housing, and an additional estimated \$19,000 per affordable housing unit, for a total potential amount of \$54,000 per new unit. Funding can be used to support any of the above five (5) initiatives, and any surplus funds can be used for:

- Investments in affordable housing
- Investments in housing-related infrastructure
- Investments in community-related infrastructure that supports housing.

The application must include an approved “Action Plan” approved by elected Council and include an attestation of the applicant’s Chief Financial Officer (or equivalent) on the viability of the plan. The action plan consists of our projection of current housing growth, the increase in projected growth as a result of the HAF program, and a description of the initiatives that will be undertaken by the Town. Please see the attached Housing Accelerator Fund (HAF) Action Plan - 2024.

The deadline for the HAF application is September 13, 2024, 11:59 p.m. PST.

RECOMMENDATION:

Administration recommends Council approve the Housing Accelerator Fund (HAF) Action Plan - 2024.

FINANCIAL IMPACT:

Administration costs associated with the action plan initiatives are covered by HAF funding. Funding caps will be established for Secondary Suite, and non-residential conversion incentive programs. Costs associated with the Affordable Housing Project with DHA will be mitigated by seeking additional grant funding source with the province, etc.

STRATEGIC POLICY ALIGNMENT:

Both the Municipal Development Plan (MDP) and Drumheller Valley Housing Strategy (DVHS) support the initiatives within the Housing Accelerator Fund (HAF) Action Plan - 2024.

The MDP policies encourages the Town to “Increase the number and diversity of residents living in downtown by allowing for additional residential density, incentivizing residential development (through grants and other programs), and prioritizing the development of services and amenities to support residents” and encourages the development of “secondary residences.”

The DVHS list of High Priority Actions to be Completed by 2025 include:

- Diversify housing stock
- Promote secondary suites
- Convert underutilized and vacant buildings into supportive housing

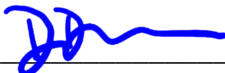
COMMUNICATION STRATEGY:

A Communication Strategy will be developed for each individual initiative upon approval of our application

MOTION:

That Council approve the Housing Accelerator Fund (HAF) Action Plan -2024 and the attached Action Plan Initiatives.

Prepared by:
Reg Johnston
Manager of Economic Development



Approved by:
Darryl E. Drohomerski, C.E.T.
Chief Administrative Officer

Proposed Housing Accelerator Fund (HAF) Initiatives - 2024

Initiative Item	Description
<p>#1 Secondary Suites / Garden Suites <i>(Encouraging Accessory Dwelling Units)</i></p>	<p>This initiative aims to promote Secondary Suites or Garden Suites in the Town's single-detached residential zone, with the objective of increasing density, providing housing alternatives for seniors, and increasing the housing inventory without requiring additional infrastructure.</p> <p>The program will offer incentives for these suites in the form of either grants, zero-interest loans, or a combination of both. If approved, the grant funds will be allocated to cover related administrative expenses and advertising costs.</p> <p>We anticipate the incentive will provide residents with the necessary capital to begin constructing these suites, serving either as rental units or residences for elderly relatives. If the Town chooses to incorporate a zero-interest loan in this initiative, the principal can be re-used to sustain the program beyond the conclusion of the HAF program, however, it will result in higher administrative workload.</p>
<p>#2 Develop systems to monitor and publicly report on application processing times (New)</p>	<p>This initiative plans to advise developers on our development permit process performance. It will have an emphasis on continuous assessment and improvement. Separation of permitted and discretionary permitting results will be highlighted; and show how much time the department is on the critical path of the process.</p>
<p>#3 Affordable Housing (DHA Project) <i>(Partnering with non-profit housing provider to preserve and increase the stock of affordable housing)</i></p>	<p>Currently, the Town of Drumheller has 70 affordable housing units, all of which are fully occupied. The main goal of this initiative is to increase the supply of affordable housing within the Town to meet the existing demand.</p> <p>The Town of Drumheller will use the funding to identify a site, complete an Issue for Construction plan, and Geotech plan to have a shovel ready project. The Drumheller Housing Association (DHA) will oversee the management of the facility, renting them out at rates below the market average. These results will be used to seek other grants for the completion of the project.</p>
<p>#4 Expand e-permitting to all development and building permit types. (New)</p>	<p>This initiative will look at reducing red tape by allowing electronic inputs of Development Permit applications to go directly into eSite. Reducing scanning and uploading time for staff and improving turn time for the applicant. We will work with eSite and potentially hire a consultant to code an interface to create e-permitting within the process.</p>
<p>#5 Offer incentives to enable the conversion of vacant or underused non-residential buildings to housing (New)</p>	<p>This initiative will explore expanding our residential building incentive to include conversion of non-residential buildings to residential buildings. Our current incentive only allows for applicants that construct new builds.</p>

REQUEST FOR DECISION

TITLE:	Bylaw 26.24 – Revision of Bylaw 16.24
DATE:	September 9, 2024
PRESENTED BY:	Darryl Drohomerski, C.E.T., CAO
ATTACHMENTS:	Bylaw # 16.24 Newcastle West PUL 1 – 1 st Reading Bylaw # 26.24 – Revision of Bylaw #16.24 Revised Bylaw #16.24 – Newcastle West PUL 1

SUMMARY:

On June 3, 2024, Council conducted the first reading of Bylaw 16.24 – Newcastle West Lot 1 PUL. However, when this bylaw was submitted to Land Titles, it was rejected due to the absence of Block Numbers in the legal description, which is now necessary for registration of Public Utility Lots with the Land Titles Office. Therefore, Administration requests that Council pass Bylaw #26.24 to amend Bylaw #16.24 by incorporating the required Block Numbers into the legal description.

Background on Bylaw 16.24 – Newcastle West Lot 1 PUL, Lot 2 PUL, Lot 3 PUL:

Portions of undeveloped municipal-right of ways were closed through the passing of Road Closure Bylaw 11.22 in order to facilitate the construction of the Newcastle Berm. Bylaw 11.22 is concurrently being registered with Alberta Land Titles along with the PUL registration.

As part of the funding agreement with the Province of Alberta and the Government of Canada, land acquired for the flood mitigation project must be dedicated as either Environmental Reserves (ERs), Public Utility Lots (PULs) or another designation satisfactory to the Province.

PULs are titled parcels of land which are owned by the Town of Drumheller and contain public utilities or municipal infrastructure. Wherever possible, land acquired for the use of berms will be converted into PUL lots as the berms are considered municipal infrastructure.

Bylaw 16.24 dealt with the conversion of the undeveloped right-of-way into three (3) PULs as part of the Newcastle Berm project.

RECOMMENDATION:

That Council pass all three readings of Bylaw 26.24 – Revision of Bylaw #16.24.

DISCUSSION:

Previously to the submission of Bylaw 16.24, the Land Titles Office did not require Block Numbers to be included in the legal description. Bylaw 26.24 revises the legal land description in Bylaw 16.24 to read as follows:

THAT PORTION OF AREA –‘A’ AND ALL OF AREAS –‘C’ and ‘D’ ON PLAN
THAT LIES WITHIN AND DESIGNATED PUBLIC UTILITY LOTS;
NAMELY
LOT 1 PUL, **BLOCK 3**, LOT 2 PUL **BLOCK 3** and LOT 3 PUL **BLOCK 18** ON PLAN
EXCEPTING THREEREOUT ALL MINES AND MINERALS

Once passed, Bylaw 16.24 will be revised to include the Block Numbers in the legal land description, and the title will be Revised Bylaw 16.24 – Newcastle West Lot 1 PUL, Lot 2 PUL, Lot 3 PUL

FINANCIAL IMPACT:

The costs to convert this land are included with the Flood Mitigation project and is a requirement of the funding agreement with the Province of Alberta and the Government of Canada.

STRATEGIC POLICY ALIGNMENT:

Flood Mitigation is the key strategic priority of this Council and Administration.

COMMUNICATION STRATEGY:

Once passed, the Town will register the PUL with Land Titles. As this is an Administrative Bylaw, notice will be provided to the public as information only.

MOTION:

Moves that Council gives First Reading to Bylaw 26.24 - Revision of Bylaw #16.24.

MOTION:

Moves that Council gives Second Reading to Bylaw 26.24 - Revision of Bylaw #16.24.

MOTION:

Moves that Council give unanimous consent for Third Reading of Bylaw 26.24 - Revision of Bylaw #16.24.

MOTION:

Moves that Council gives Third Reading to Bylaw 26.24 - Revision of Bylaw #16.24.



Prepared by:
Angela Keibel
Legislative Services Coordinator



Approved by:
Darryl Drohomerski, C.E.T.
Chief Administrative Officer

**TOWN OF DRUMHELLER
BYLAW NUMBER 26.24
TO REVISE BYLAW 16.24**
DEPARTMENT: FLOOD MITIGATION / DEVELOPMENT

Newcastle West PUL 1

THIS IS A BYLAW OF THE TOWN OF DRUMHELLER, in the Province of Alberta to revise Bylaw Number 16.24 by adding missing Block Numbers to the legal description. Furthermore, we have received the following certification from our Chief Administrative Officer that this revision was prepared in accordance with Section 63, of the Municipal Government Act, Chapter M-26 of the Revised Statutes of Alberta 2000, as amended.

CERTIFICATION:

I, **DARRYL E. DROHOMERSKI**, Chief Administrative Officer of the Town of Drumheller hereby certifies that:

1. the legal description in Bylaw No. 16.24 is missing Block Numbers and these Block Numbers are required to register this document in the Land Titles Office; and
2. this revision/addition does not materially affect Bylaw 16.24 in principle or substance; and
3. the revised Legal Description on Bylaw 16.24 shall now rather read:

THAT PORTION OF AREA –‘A’ AND ALL OF AREAS –‘C’ and ‘D’ ON PLAN
.....
THAT LIES WITHIN AND DESIGNATED PUBLIC UTILITY LOTS;
NAMELY
LOT 1 PUL, **BLOCK 3**, LOT 2 PUL **BLOCK 3** and LOT 3 PUL **BLOCK 18** ON PLAN
.....
EXCEPTING THREEREOUT ALL MINES AND MINERALS

4. that this Certification is made by me in accordance with the terms and conditions of Section 63 of the Municipal Government Act, Chapter M-26 of the Revised Statutes of Albera 2000, as amended.

CERTIFIED BY ME this day of September 2024

DARRYL E. DROHOMERSKI
Chief Administrative Officer, Town of Drumheller

NOW THEREFORE; being satisfied this revision is only to add Block Numbers to the legal description and does not materially affect Bylaw Number 16-24 in principle or substance; THE COUNCIL of THE TOWN OF DRUMHELLER, in the Province of Alberta hereby acts to approve and pass this Revised Bylaw and instructs our Chief Administrative Officer to make the necessary revisions accordingly.

SHORT TITLE

This Bylaw may be cited as “Revise Bylaw 16.24”

TRANSITIONAL

1. The Town of Drumheller Bylaw 16.24 – Newcastle West PUL 1 is hereby revised to become Revised Bylaw 16.24 – Newcastle West PUL 1.
2. This Bylaw takes effect on the day of the final passing thereof.

READ AND PASSED THE FIRST TIME BY THE COUNCIL OF THE TOWN OF DRUMHELLER, THIS 9TH DAY OF SEPTEMBER 2024.

MAYOR: HEATHER COLBERG

Seal

DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

READ AND PASSED THE SECOND TIME BY THE COUNCIL OF THE TOWN OF DRUMHELLER, THIS 9TH DAY OF SEPTEMBER 2024.

MAYOR: HEATHER COLBERG

Seal

DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

READ AND PASSED THE THIRD AND FINAL TIME BY THE COUNCIL OF THE TOWN OF DRUMHELLER, THIS 9TH DAY OF SEPTEMBER 2024.

MAYOR: HEATHER COLBERG

Seal

DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

**TOWN OF DRUMHELLER
BYLAW NUMBER 16.24**

DEPARTMENT: FLOOD MITIGATION / DEVELOPMENT

Newcastle West Lot 1 PUL, Lot 2 PUL, Lot 3 PUL

THIS IS A BYLAW OF THE TOWN OF DRUMHELLER, in the Province of Alberta for the purpose of creating Public Utility Lots to provide for the operation and maintenance of a flood mitigation dyke and appurtenances thereto and holding title to same in the name of the TOWN OF DRUMHELLER pursuant to Section 665 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta 2000, as amended;

WHEREAS; the Town of Drumheller, the Province of Alberta and the Government of Canada have entered into an agreement to construct flood mitigation dikes along portions of the Red Deer River in the Town of Drumheller to protect properties and the citizens of Drumheller from the ravages of flood waters, and;

WHEREAS: one of the terms of the aforementioned agreement requires that land acquired for this flood mitigation project be dedicated as Environmental Reserves, Public Utility Lots or other designation satisfactory to the Province;

NOW THEREFORE; be it resolved that THE COUNCIL of the TOWN OF DRUMHELLER in the Province of Alberta does hereby enact to create Public Utility Lots depicted on the attached Schedule – 'B' and more particularly described as:

THAT PORTION OF AREA – 'A' AND ALL OF AREAS – 'C' and 'D' ON PLAN.....
THAT LIES WITHIN AND DESIGNATED PUBLIC UTILITY LOTS;
NAMELY
LOT 1 P.U.L., LOT 2 P.U.L. and LOT 3 P.U.L. ON PLAN

EXCEPTING THEREOUT ALL MINES AND MINERALS.

and obtain and hold title to same in the name of the TOWN OF DRUMHELLER a Municipal Body Corporate with a mailing address of :224 Centre Street, Drumheller, Alberta T0J 0Y4

SHORT TITLE

This Bylaw may be cited as "Newcastle West Lot 1 PUL, Lot 2 PUL, Lot 3 PUL"

TRANSITIONAL

This Bylaw takes effect on the day it is registered in the Land Titles Office.

READ AND PASSED THE FIRST TIME BY THE COUNCIL OF THE TOWN OF
DRUMHELLER, THIS 3 DAY OF June, 2024.

Heather Colberg "on behalf of"
MAYOR: HEATHER COLBERG

Darryl E. Drohomerski Seal
DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER



READ AND PASSED THE SECOND TIME BY THE COUNCIL OF THE TOWN OF
DRUMHELLER, THIS 3 DAY OF June, 2024.

Heather Colberg "on behalf of"
MAYOR: HEATHER COLBERG

Darryl E. Drohomerski Seal
DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER



READ AND PASSED THE THIRD TIME BY THE COUNCIL OF THE TOWN OF
DRUMHELLER, THIS 3 DAY OF June, 2024.

Heather Colberg "on behalf of"
MAYOR: HEATHER COLBERG


Darryl E. Drohomerski Seal
DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

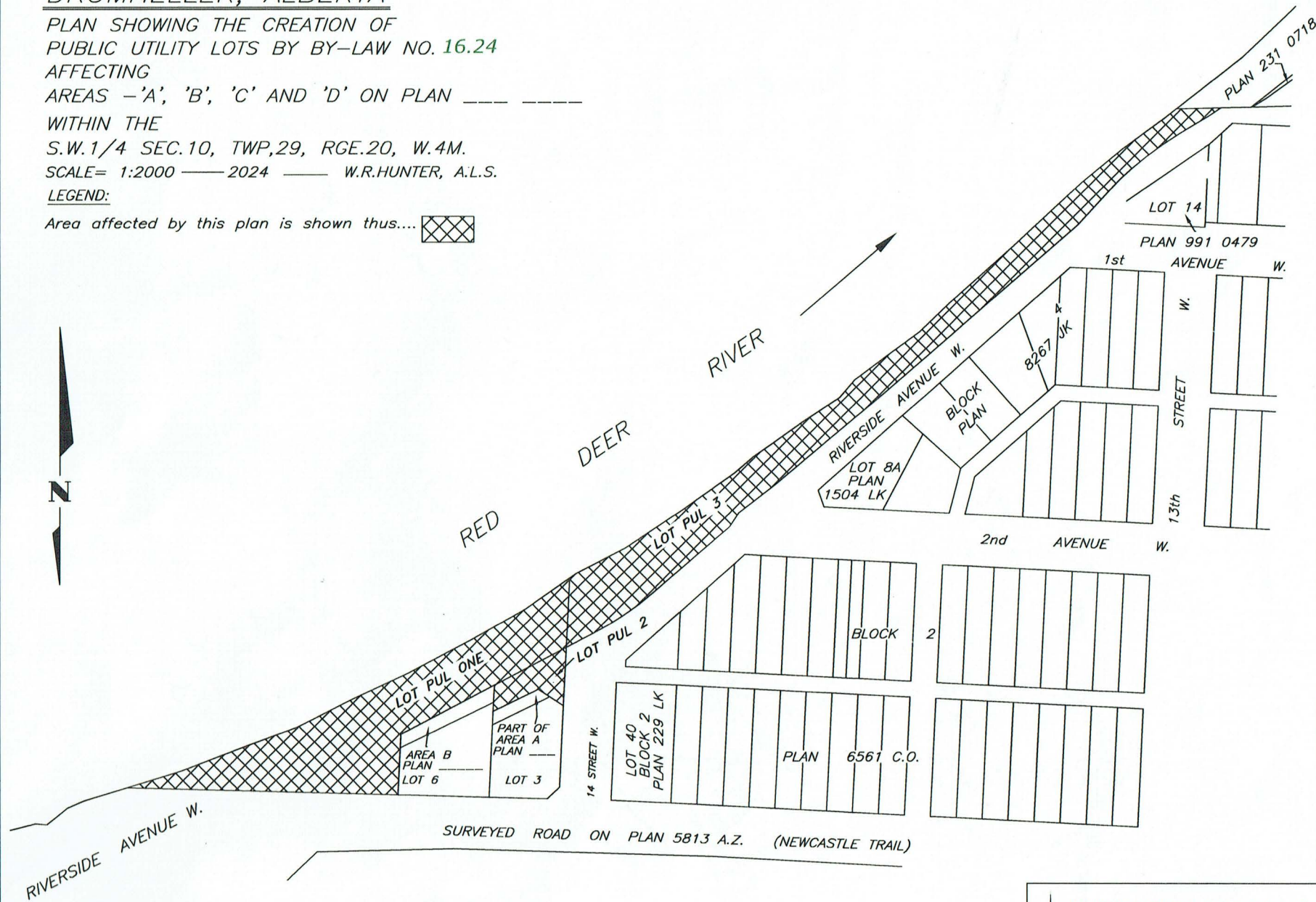


WEST NACMINE DISTRICT
DRUMHELLER, ALBERTA

PLAN SHOWING THE CREATION OF
 PUBLIC UTILITY LOTS BY BY-LAW NO. 16.24
 AFFECTING
 AREAS - 'A', 'B', 'C' AND 'D' ON PLAN -----
 WITHIN THE
 S.W.1/4 SEC.10, TWP,29, RGE.20, W.4M.
 SCALE= 1:2000 — 2024 — W.R.HUNTER, A.L.S.

LEGEND:

Area affected by this plan is shown thus... 



REV.	DATE	DESCRIPTION
0	May 16, 2024	ISSUED

HUNTER SURVEY SYSTEMS LTD.
 CALGARY, ALBERTA
 FILE: 24-030-48- WEST PUL 1

TOWN OF DRUMHELLER
REVISED BYLAW NUMBER 16.24
DEPARTMENT: FLOOD MITIGATION / DEVELOPMENT

Newcastle West PUL 1

THIS IS A BYLAW OF THE TOWN OF DRUMHELLER, in the Province of Alberta for the purpose of creating Public Utility Lots to provide for the operation and maintenance of a flood mitigation dyke and appurtenances thereto and holding title to same in the name of the TOWN OF DRUMHELLER pursuant to Section 665 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta 2000, as amended;

WHEREAS; the Town of Drumheller, the Province of Alberta and the Government of Canada have entered into an agreement to construct flood mitigation berms along portions of the Red Deer River in the Town of Drumheller to protect properties and the citizens of Drumheller from the ravages of flood waters, and;

WHEREAS: one of the terms of the aforementioned agreement requires that land acquired for this flood mitigation project be dedicated as Environmental Reserves, Public Utility Lots or other designation satisfactory to the Province;

NOW THEREFORE; be it resolved that THE COUNCIL of the TOWN OF DRUMHELLER in the Province of Alberta does hereby enact to create Public Utility Lots depicted on the attached Schedule – ‘A’ and more particularly described as:

THAT PORTION OF AREA – ‘A’ AND ALL OF AREAS – ‘C’ and ‘D’ ON PLAN.....
THAT LIES WITHIN AND DESIGNATED PUBLIC UTILITY LOTS;
NAMELY
LOT 1 P.U.L., BLOCK 3, LOT 2 P.U.L., BLOCK 3, and LOT 3 P.U.L., BLOCK 18 ON
PLAN

EXCEPTING THEREOUT ALL MINES AND MINERALS.

and obtain and hold title to same in the name of the TOWN OF DRUMHELLER a Municipal Body Corporate with a mailing address of :224 Centre Street, Drumheller, Alberta T0J 0Y4

SHORT TITLE

This Bylaw may be cited as “Newcastle West PUL 1”

TRANSITIONAL

This Bylaw takes effect on the day it is registered in the Land Titles Office.

READ AND PASSED THE FIRST TIME BY THE COUNCIL OF THE TOWN OF
DRUMHELLER, THIS _____ DAY OF _____, 2024.

MAYOR: HEATHER COLBERG

Seal

DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

READ AND PASSED THE SECOND TIME BY THE COUNCIL OF THE TOWN OF
DRUMHELLER, THIS _____ DAY OF _____, 2024.

MAYOR: HEATHER COLBERG

Seal

DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

READ AND PASSED THE THIRD TIME BY THE COUNCIL OF THE TOWN OF
DRUMHELLER, THIS _____ DAY OF _____, 2024.

MAYOR: HEATHER COLBERG

Seal

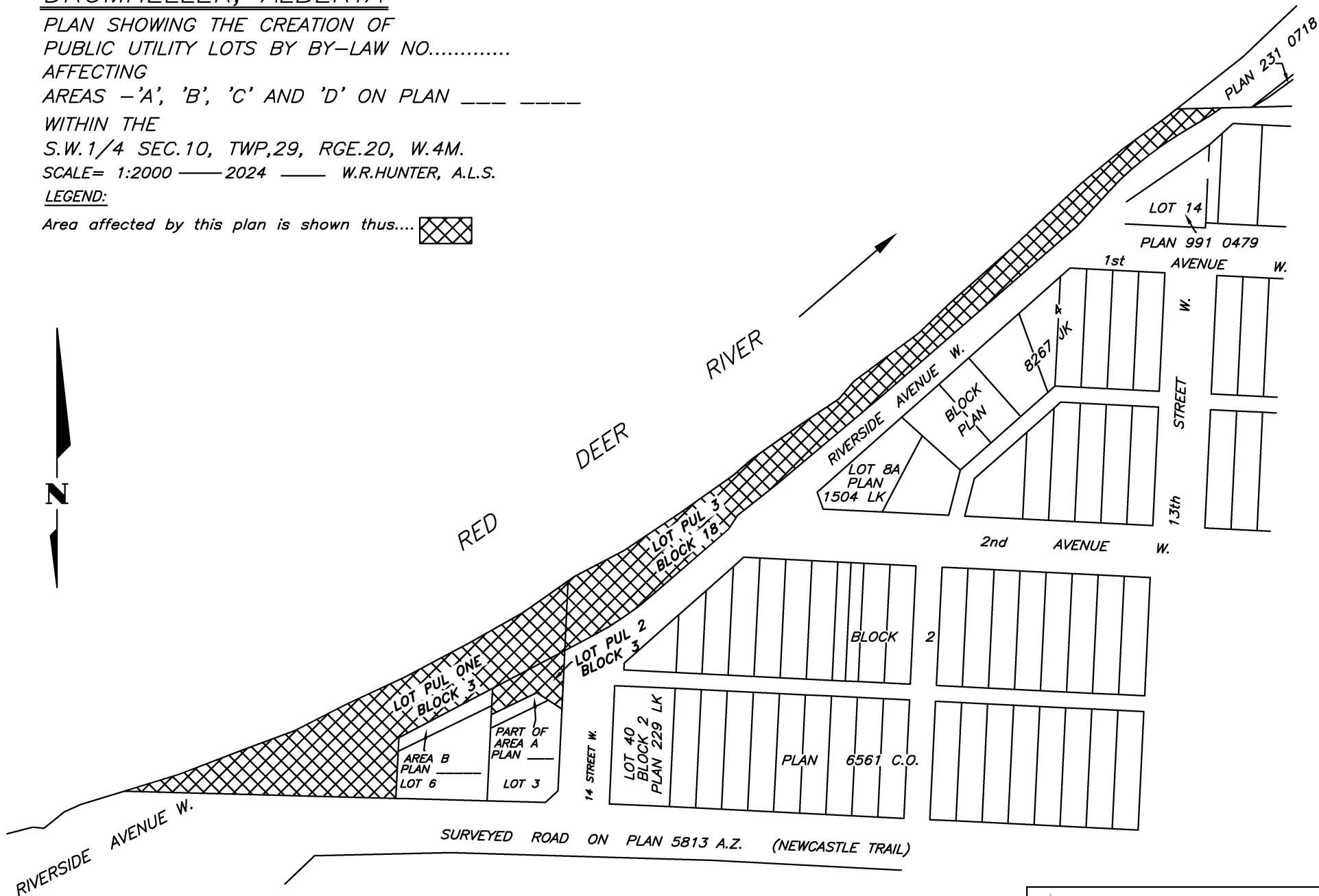
DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

WEST NACMINE DISTRICT
DRUMHELLER, ALBERTA

PLAN SHOWING THE CREATION OF
 PUBLIC UTILITY LOTS BY BY-LAW NO.....
 AFFECTING
 AREAS - 'A', 'B', 'C' AND 'D' ON PLAN _____
 WITHIN THE
 S.W.1/4 SEC.10, TWP,29, RGE.20, W.4M.
 SCALE= 1:2000 — 2024 — W.R.HUNTER, A.L.S.

LEGEND:

Area affected by this plan is shown thus... 



REV.	DATE	DESCRIPTION
1	Sept. 4, 2024	BLOCK NUMBERS ADDED
0	May 18, 2024	Monday, September 9, 2024

HUNTER SURVEY SYSTEMS LTD.
 CALGARY, ALBERTA
 FILE: 24-030-48 PAGE 32 OF 51-1

REQUEST FOR DECISION

TITLE:	2024 Municipal Taxes – Sandstone Manor Roll# 000 04029906
DATE:	September 9, 2024
PRESENTED BY:	Victoria Chan, CPA, CGA, LL.B, LL.M Chief Financial Officer / Director of Corporate & Community Services

SUMMARY:

Council has approved the Tax Cancellation on August 26, 2024 in the amount of \$14,526.74. Due to the administrative oversight, it should have been in the amount of **\$15,035.22.**

Administration is seeking the rescission of the previous motion, and approval for the new motion reflecting the correct amount for the 2024 Tax Year.

The following facts remain unchanged – with the exception of the revised amount:

The Drumheller Housing Administration (DHA) has requested that the municipal portion of the 2024 property taxes be cancelled for the property occupied by Sandstone Manor.

The agreement between the Town and the DHA was signed on May 19, 2009, provided that the term would be of five years and an optional renewal for another five years. This agreement is operating on expired terms, Council and Administration should discuss the renewal terms with DHA in near future.

Council has cancelled municipal taxation for the purposes of social housing in previous years and the DHA would in return, contribute to the reserve funds for the Sandstone Manor. Since the Town is mandated to remit the requisitioned amounts for the Alberta School Foundation Fund and the District Seniors Foundation, the tax cancellation request is limited to the municipal levy only.

The Municipal Government Act (MGA) does not allow the Town to make this property exempt from taxation however, section 347(1) (b) provides that Council may cancel or refund part of a tax. The decision for the cancellation must be made annually by Council. DHA has remitted the 2024 provincial requisitions on August 15, 2024.

Cancellation of the municipal tax levy provides financial relief for the DMA in order to keep rental rates charged at Sandstone Manor at an affordable level.

RECOMMENDATION:

Administration recommends that Council proceeds with the cancellation of the 2024 Municipal Tax levied against Roll No. 000 04029906 as per the terms of the agreement.

FINANCIAL IMPACT:

The loss of revenue impacts the Towns annual operating budget/results; however, the adopted tax-supported operating budget recognizes the commitment embedded in the 2009 agreement and includes a budget line item that reflects the annual expense resulting from the municipal tax waiver. The municipal tax levy for 2024 amounts to **\$15,035.22.**

WORKFORCE AND RESOURCES IMPACT:

N/A

STRATEGIC POLICY ALIGNMENT:

Provincial Housing Strategy/Community Housing.

COMMUNICATION STRATEGY:

Drumheller Housing Administration will be notified in writing of Council's decision

MOTION:

1. That Council rescind the motion # 2024.268 adopted on August 26, 2024.

MOTION:

2. That Council approve the cancellation of the 2024 Municipal Tax levied against Roll No. 04029906 (Drumheller Housing Administration) in the amount of \$15,035.22.

Prepared by:
Victoria Chan, CPA, CGA, LL.B, LL.M
Chief Financial Officer /
Director of Corporate & Community Services

Approved By:
Darryl E. Drohomerski, C.E.T.
Chief Administrative Officer

REQUEST FOR DIRECTION

TITLE:	2025 Minimum Tax (Municipal Property Tax portion)
DATE:	September 9, 2024
PRESENTED BY:	Victoria Chan CPA, CGA, LL.B, LL.M Chief Financial Officer/Director of Corporate and Community Services

SUMMARY:

Administration is seeking Council direction on implementing minimum tax (municipal portion) for the 2025 Budget cycle and beyond.

DISCUSSION:

Section 357 of the *Municipal Government Act* allows the imposition of a minimum tax adopted by Council in setting the tax rate and the annual budgets.

In 2024, Town of Drumheller has 4,328 taxable properties that generated \$10.6 million in municipal taxes to support the operations, capital (e.g. road networks), and water and wastewater services. In preparation for the 2025 Annual Budget, Administration has reviewed the Town’s taxation structure, and identified that there are tax inequalities among our residents in sharing the tax loads.

The Town has fixtures and infrastructure that require all residents and property owners to support for the operations, upkeep, replacement and upgrade. The Town has successfully completed multiple capital and beautification projects to make our Town a desirable place to live in Central Alberta. While the Town receives sizeable grants from our funding partners, these grants are far outweighed by the rapidly increase in construction and materials costs.

For example, on August 26, 2024, the RCMP has presented the projected 3.5% increase in the annual policing cost for 2025, which the Town must pay for the safety of our community. With the 2025 policing cost over \$2.1 million, each property would require to contribute \$485.21 for police services alone.

In Alberta, the Municipal Property Tax is based on the following formula:

$$\text{Property Assessment Value} \times \text{Tax Mill Rate} = \text{Municipal Tax Payable}$$

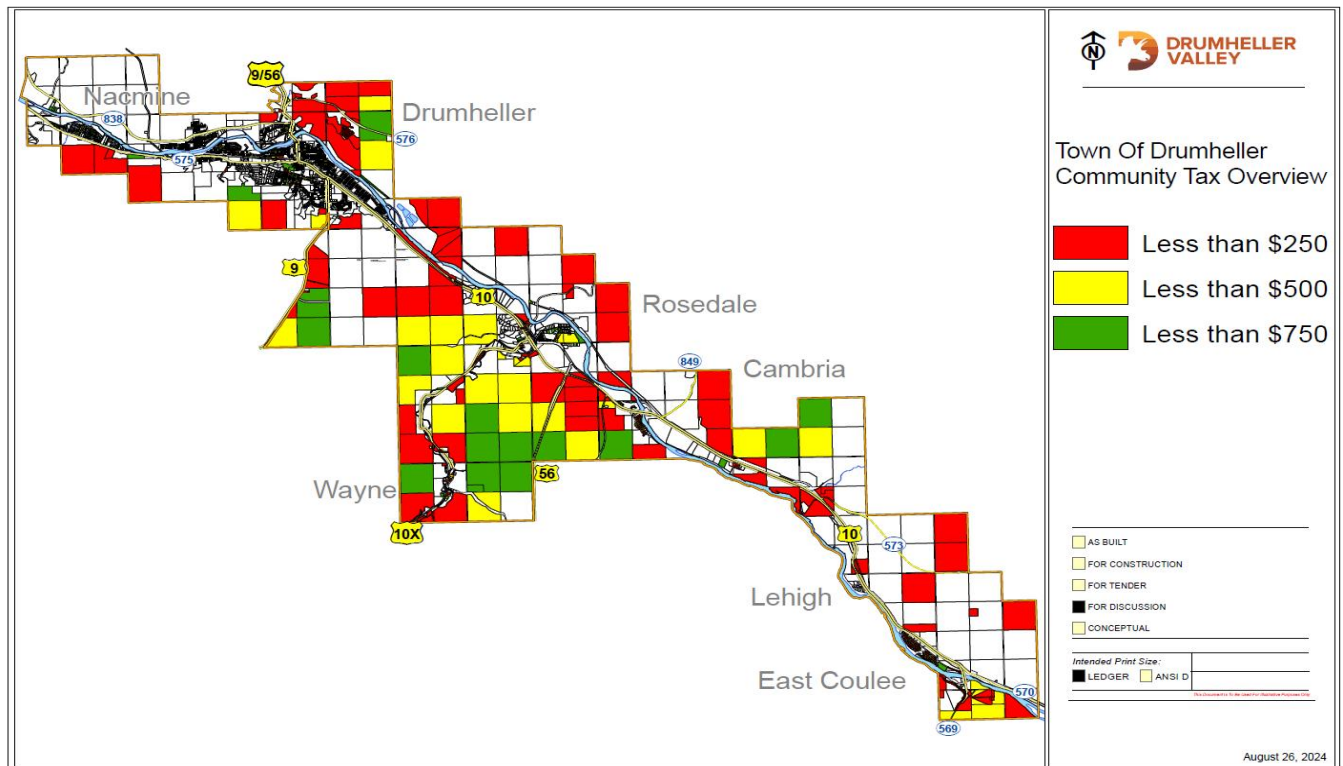
In this formula, the Property Assessment Value is determined by the licensed Property Assessor using various factors, such as market trends, property conditions, etc. As the assessment is performed by the independent professional, the property owner may appeal the assessment value before the prescribed deadline. Neither the Town nor the Council has any control over the assessment and the appeal process.

The Tax Mill Rate is established by the Town based on the annual requirements (Operating, Capital and Reserve Budgets). The rates vary depending on the property classes. The rate is set annually.

For the 2024 Tax Year, we have 1,021 properties (23.6%) paying less than \$750, while the average residential property owner is paying \$2,123.26. Administration is proposing the introduction of minimum tax to achieve a fairer and more equitable tax-base to all residents and taxpayers in supporting the core services the Town is providing.

IMPACT ANALYSIS

The following map shows the area whereas their municipal tax portion is less than \$250, \$500 and \$750 respectively.



The following table shows the breakdown of the properties which could be subject to the proposed minimum tax:

Property Class	Proposed Minimum Tax		
	\$250	\$500	\$750
Residential	331	449	655
Non-Residential	25	48	64
Mobile Home	98	105	111
Agricultural	118	136	149
Designated Industrial	28	29	30
Machine & Equipment	0	4	12
Total # of Properties	600	771	1,021
Overall percentage	13.86%	17.81%	23.60%

The minimum tax, if adopted, will mostly affect the properties classified as agricultural land and vacant land in all property classes. Given the assessment value, most of the properties of mobile home category will be subject to this minimum tax.

Minimum Tax is not a new tool and has been adopted by other municipalities to address the tax inequalities among property classes and assessment values while maintaining the universal municipal service levels.

Nearby jurisdictions which impose the minimum tax:

Jurisdiction	2023	2024
County of Stettler	\$75.00	\$75.00
Kneehill County	\$125.00	\$150.00
Starland County	\$100.00	\$100.00
Town of Calmar	\$500.00	\$500.00
Town of Crossfield	\$800.00	\$800.00
Town of Olds	\$250.00	\$250.00
Town of Three Hills	\$425.00	\$450.00
Wheatland County	\$25.00	\$25.00
Village of Beiseker	\$878.00	\$784.00

Generally speaking, services and infrastructure provided by counties are less than towns typically provide to their residents, and it translates into the financial requirements in the difference of the minimum tax imposed among towns and counties.

FINANCIAL IMPACT:

The following information is based on 2024 Property Assessment and projected with the proposed minimum tax:

Property Class	Proposed Minimum Tax		
	\$250	\$500	\$750
Total # of Properties	600	771	1,021
2024 Property Tax	\$66,633.13	\$131,975.78	\$154,160.99
Proposed Property Tax with Minimum Tax	\$83,366.87	\$253,524.20	\$479,613.23
Increase in Tax-based Revenue	\$16,733.74	\$121,548.42	\$325,452.24

While the Minimum Tax of \$750 will generate the most favourable outcome to the tax coffers, Administration also recognizes the potential hardship for the affected property owners with this new introduction. In comparison to our neighbouring jurisdictions and consideration of the ability to pay, it is believed that the \$500 will be of the most reasonable. Furthermore, 97% of this proposed \$500 minimum tax is to pay for the policing services provided by RCMP. The Town is not going to be enriched by this proposal, but rather to ensure the tax burdens are more equitably shared. The incremental impact of \$121K alone is not of significance as it equates to 1% of our tax revenue, and 17.8% of our ratepayers will likely be subject to this proposed minimum tax in 2025.

The actual impact will vary depending on the completion of 2025 Property Assessment, as there could be changes to assessment value, property classification, changes in use and conditions, etc. While the Property Assessment Notices will be mailed to all property owners in February 2025, the process of assessment is not considered as final until all appeals are resolved.

As most vacant lands will be subject to minimum tax, that could be a positive encouragement for expediting the property development in Drumheller Valley so to generate more economic activities and lead the Town to a more prosperous future.

RECOMMENDATION:

Administration recommends that Council to endorse the introduction of minimum tax of \$500.00 for the 2025 Budget Year.

STRATEGIC POLICY ALIGNMENT:

Fiscal Prudence and Tax Equality

COMMUNICATION STRATEGY:

Administration is going to adopt a three-pronged approach in communicating the introduction of minimum tax for 2025.

The first introduction will be made via the October Utility Bill inserts plus the in-house communication channels, such as Town's webpage, social media, and media release upon Council's endorsement.

The second phase involves the 2025 Budget discussion in the Fall. The communication will be disseminated via Town's existing communication channels.

The third phase will be an insert attached to the 2025 Property Assessment Notice, which will be mailed to all property owners in late January/February 2025.

The final approval of the minimum tax will take effect upon the approval of the 2025 Tax Rate Bylaw in May 2025.



Prepared by:

Victoria Chan, CPA, CGA, LL.B, LL.M
Chief Financial Officer /
Director of Corporate & Community Services



Approved By:

Darryl E. Drohomerski, C.E.T.
Chief Administrative Officer

BRIEFING NOTE

TITLE:	Bylaw #25.24 - Fire Services Bylaw
DATE:	September 9, 2024
PRESENTED BY:	Greg Peters, Director of Emergency & Protective Services
ATTACHMENTS:	(Draft) Bylaw #25.24 – Fire Bylaw (Draft) Bylaw #25.24 – Schedule ‘A’ – Fee Schedule (Draft) Bylaw #25.24 – Schedule ‘B’ – Fine Schedule

SUMMARY:

This briefing note outlines proposed changes and revisions to how Fire department services are administered in the municipality. It shall replace the Town of Drumheller Fire By-law #04-07, which is 17 years old. One major change is it will permit the Town to recover costs for fire department response and services. This includes charging for the cost of fire responses, motor vehicle collision responses, false alarms accountability, and fire inspections. These adjustments seek to reduce the financial burden on taxpayers while ensuring the sustainability of fire services. Fire protection for a community is a hallmark of municipal government and the costs are substantial to operate this valuable service. We are seeking reasonable ways to recuperate costs in keeping with present fire service industry standards.

A set schedule of fees and fines will be attached to the bylaw for transparency, and to ensure the public is aware of the costs associated with fire services supports.

DIRECTION:

Council is requested to provide direction on the proposed revisions to the Fire Services Bylaw. Specifically, Council’s approval is sought for the implementation of charges for fire response costs, motor vehicle collision costs, false alarms, and fire inspections, as a means of partial cost recovery.

Pending Council's direction, the next steps will include drafting the necessary amendments to the Fire Bylaw, and finalizing the communication plan. Upon completion, the revised bylaw will be brought back to Council for First Reading and to set a public hearing date.

DISCUSSION:

The Fire Services Bylaw currently does not adequately address the recovery of costs associated with the provision of fire services. As false alarms, fire-related incidents, and motor vehicle collisions continue to place significant demands on our fire services, there is a need to ensure that the Town is not solely bearing these costs.

1. Charges for Fire Services Response Costs:

- Under the proposed bylaw, individuals or entities responsible for a fire will be charged for the cost of the fire response.
- The attached schedule more accurately reflects the costs associated with fire services response, including identification of implements and hourly personnel rates.

2. Charges for False Alarms:

- It is recommended that the first false alarm be waived, but subsequent false alarms be charged to the property owner. This policy encourages proper maintenance of alarm systems and following recommended preventative measures, and reduces unnecessary dispatches.

3. Charges for Fire Inspections:

- To further recover costs, it is proposed that a fee be introduced for fire inspections. This fee structure would apply to both routine inspections and those required for compliance purposes.

These revisions are designed to shift the financial responsibility from the general taxpayer to those directly benefitting from or causing the need for fire services.

FINANCIAL IMPACT:

The proposed changes are expected to significantly enhance the Town's ability to recover costs associated with fire protection services, thus reducing the financial burden on taxpayers. By charging for fire responses, motor vehicle collision response services, false alarms, and fire inspections, the Town can recoup a substantial portion of the operational expenses incurred by the fire department. These funds can then be reinvested in maintaining and improving fire services, equipment, and training.

COMMUNICATION STRATEGY:

Before the Council approves a new bylaw, the Director of Emergency and Protective Services and the Fire Chief plan to organize public engagement events. These events will aim to inform and educate citizens about the contents of the new bylaw and the rationale behind the proposed changes. Feedback gathered during these sessions will be evaluated, and any significant concerns will be presented to Council for consideration. If the bylaw and its revisions are approved, a comprehensive communication strategy will be implemented to ensure that residents, businesses, and insurance providers are informed about the new charges. This strategy will include announcements in local newspapers, updates on the Town's website, and outreach through social media channels.

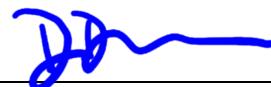
By clearly communicating these changes, the Town can ensure a smooth transition and address any concerns from the community.



Prepared by:
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Coordinator



Reviewed by:
Greg Peters
Director of Emergency &
Protective Services



Approved by:
Darryl Drohomerski, C.E.T.
Chief Administrative Officer



**TOWN OF DRUMHELLER
BYLAW NUMBER 25.24**

DEPARTMENT: EMERGENCY PROTECTIVE SERVICES

A BYLAW OF THE TOWN OF DRUMHELLER IN THE PROVINCE OF ALBERTA, TO ESTABLISH AND OPERATE A FIRE DEPARTMENT, AUTHORIZE THE PREVENTION AND CONTROL OF FIRES, AND AUTHORIZE THE RECOVERY OF RELATED FEES, EXPENSES, AND CHARGES.

WHEREAS, pursuant to Section 7 of the *Municipal Government Act, RSA 2000, c M-26*, a council may pass bylaws for municipal purposes respecting the safety, health and welfare of people, the protection of people and property, and for any departments provided by or on behalf of the municipality;

AND WHEREAS, Sections 7 and 8 of the *Municipal Government Act, RSA 2000, c M-26* provides that Council may pass bylaws establishing a system of licenses, permits or approvals, including the establishment of fees;

AND WHEREAS, pursuant to Section 542 of the *Municipal Government Act, RSA 2000, c M-26*, allows a designated officer of a municipality to enter land, buildings, and structures in order to carry out an inspection, enforcement, or action authorized or required by a bylaw;

AND WHEREAS, pursuant to Section 551 of the *Municipal Government Act, RSA 2000, c M-26*, allows a municipality to take whatever actions or steps are necessary to eliminate an emergency;

AND WHEREAS, the Town of Drumheller Council acknowledges that the provision of medical, fire, and emergency response departments is dependent upon a number of factors including available resources, competing demands upon such resources, and the geographic size of the Town of Drumheller and, as a result the Town of Drumheller is unable to provide medical, fire, and emergency response departments in the same manner or to the same standards which may be available in other jurisdictions, or to provide such departments in the same manner or to the same standards in all areas of the Town of Drumheller, or to all people within the Town of Drumheller;

NOW THEREFORE, the COUNCIL of the TOWN OF DRUMHELLER, duly assembled, enacts as follows:

1. SHORT NAME

1.1 This *Bylaw* shall be cited as the "Fire Bylaw".

2. DEFINITIONS

2.1 For the purposes of the *Bylaw*, the following definitions shall apply:

- a) "**Act**" means the *Safety Codes Act, RSA 2000, c S-1*, as amended from time to time and successor legislation;
- b) "**Apparatus**" means any vehicle provided with machinery, devices, *equipment* or materials for firefighting or rescue as well as vehicles used to transport firefighters, emergency departments personnel, or supplies;

- c) “**Building**” means any structure or premises with fire protection systems, elevator control, or door access, including but not limited to apartment buildings, commercial properties, and industrial facilities, where public access or occupancy occurs, and that requires the installation of a *key box* for emergency services access.
- d) “**Bylaw**” means the Fire Bylaw;
- e) “**Equipment**” means any tools, contrivances, devices or materials used by the Fire Department in the normal course of their duties;
- f) “**False Alarm**” means any fire alarm that is set off needlessly, through willful or accidental human or mechanical error, and to which the Fire Department responds;
- g) “**Fee Schedule**” means the Town of Drumheller Fees, Rates and Charges Bylaw 01.24, as amended from time to time, and its successor legislation;
- h) “**Fire Advisory**” means a cautionary notice issued by the *Fire Chief* to alert the public that conditions are such that there is an elevated risk of wildfires. Under a *Fire Advisory*, fire permits may be suspended or restricted, and open burning is generally discouraged, but specific types of fires (e.g., campfires, burning barrels) may still be permitted with caution.
- i) “**Fire Ban**” means a temporary prohibition on any or all types of open fires within the *Town*, enacted by the *Fire Chief* when conditions pose an increased risk of fire, and remains in effect until conditions improve, the risk of fire has been reduced, and the *Fire Chief* lifts the ban.
- j) “**Fire Chief**” means the *person* appointed by the Director of Emergency Protective Departments as *Fire Chief* that is head of the Drumheller Fire Department or any other person designated by the Director to act on his behalf;
- k) “**Fire Restriction**” means a regulatory measure imposed by the *Fire Chief* to limit the types and usage of fires in the *Town* during periods of moderate to high fire risk.
- l) “**Fireworks Bylaw**” means the Town of Drumheller Fireworks Bylaw 09.21, as amended from time to time, and its successor legislation;
- m) “**Fire Department Member**” means any *person* who is a duly appointed member of the Drumheller Fire Department, including a volunteer member, a part-time member, a full-time member, a conscripted *person* or a *member* of any fire department responding as part of a mutual aid agreement;
- n) “**Key Box**” means a small, wall-mounted safe that holds building keys for fire departments, emergency medical departments, and sometimes police to retrieve in emergency situations;
- o) “**Municipal Government Act**” or “**MGA**” means the *Municipal Government Act, RSA 2000 c. M-26* as amended from time to time, and its successor legislation;
- p) “**Owner**” means the *person* which is registered under the Land Titles Act as the *owner* of the fee simple estate in the land or in the respect of any property other than land, the *person* in lawful possession of it.
- q) “**Person**” means an individual, partnership, association, corporation, organization, business, cooperative, trustee, executor, administrator, or legal representative;

- r) “**Property**” means any real or personal *property* which, without limiting the generality of the foregoing, includes land, buildings and other structures;
- s) “**Portable Cooking Appliances**” means any appliance sold or constructed for the purpose of cooking food in the outdoors, such as a barbeque;
- t) “**Quality Management Plan**” means the *Quality Management Plan* for the *Town*; and
- u) “**Town**” means the Town of Drumheller, a municipal corporation in the Province of Alberta, and includes the area contained within the corporate boundaries of the *Town*, as the context may require.

3. INTERPRETATION

- 3.1 Headings and sub-headings in this *Bylaw* are included for convenience only and shall not be considered in interpreting the substantive content of this *Bylaw*.
- 3.2 The preamble paragraphs that precede the numbered paragraphs of this *Bylaw* are an integral and necessary part of this *Bylaw* and not a mere recital.
- 3.3 All schedules as attached to this *Bylaw* form part of this *Bylaw*.
- 3.4 Every provision of this *Bylaw* is independent of all provisions and it is the intention of the Council that if any provision of this *Bylaw* is declared invalid by a Court of competent jurisdiction, all other provisions of this *Bylaw* shall remain valid and enforceable.
- 3.5 Unless otherwise defined herein, the definitions contained in the *Act* shall have a similar meaning in this *Bylaw*.
- 3.6 Nothing in this *Bylaw* relieves a *person* from complying with any provision of any federal, provincial, or municipal law or regulation or any requirement of any lawful *permit*, order or licence.
- 3.7 References in this *Bylaw* to an act, statute, regulation, or other *Bylaw* refer to the current laws and legislation, as amended or replaced from time to time, including successor legislation.
- 3.8 This *Bylaw* is gender-neutral and, accordingly, any reference to one gender includes the other.
- 3.9 In this *Bylaw*, words in the singular include the plural and words in the plural include the singular.

4. SCOPE

- 4.1 The purpose of this *Bylaw* is to:
 - a) ensure the safety and well-being of residents, *property*, and the environment within the Town of Drumheller by preventing and controlling fires;
 - b) provide a framework for fire prevention, fire response, and emergency departments;
and
 - c) establish regulations and guidelines for fire safety practices, fire protection systems, and fire prevention measures.

5. FIRE DEPARTMENTS

- 5.1 Council hereby establishes an organization known as the Town of Drumheller Fire Department which includes the *Fire Chief, fire department members, equipment, apparatus*, fire stations and materials used in the operation for the purpose of:
- a) preventing and extinguishing fires;
 - b) investigating the cause of fires;
 - c) providing rescue and emergency medical responses;
 - d) preserving life and *property*, and protecting *persons* and *property* from injury or destruction by fire;
 - e) preventing, combatting and controlling incidents;
 - f) controlling and mitigating incidents involving dangerous goods;
 - g) carrying out fire inspections and prevention duties;
 - h) fulfilling its obligations under any agreements with other municipalities, counties, or *persons* for the joint use, control, and management of fire extinguishing *apparatus* and equipment; and
 - i) purchasing and operating *apparatus* and *equipment* for extinguishing fires or preserving life and *property*.
- 5.2 The Town of Drumheller may enter into agreements to provide fire protection with other municipalities or *persons* for the joint use, control and management of fire extinguishing *apparatus* or *equipment*.

6. FIRE CHIEF

- 6.1 The *Fire Chief* shall comply with the Town's *Quality Management Plan* as passed by resolution in Council and approved by the Administrator of the Alberta Safety Codes Council.
- 6.2 The *Fire Chief* shall be certified and designated to the Town of Drumheller as a Safety Codes Officer under the *Act*.
- 6.3 The *Fire Chief* has complete responsibility and authority over the fire department, subject to the direction of the Director of Emergency Protective Departments, and may prescribe rules, regulations and policies for the ongoing organization and administration of the fire departments, including but not limited to:
- a) the use, care, and protection of fire department *property*;
 - b) the conduct, discipline, duties, and responsibilities of the *fire department members*; and
 - c) the efficient operation of the fire departments.
- 6.4 Rules, regulations, or policies made pursuant to Section 6.3 of this *Bylaw* shall not be inconsistent with the legislation and regulations of the Province of Alberta or policies of the Town of Drumheller.

6.5 The *Fire Chief* shall:

- a) as per *Town* policy and procedures, purchase or otherwise acquire equipment, *apparatus*, materials, or supplies required for the operation, maintenance, and administration of the fire departments to be used in connection therewith;
- b) keep or cause to be kept, in accordance with *Town* policies, records of all business transactions of the fire departments, including the purchase or acquisition of *equipment*, *apparatus*, materials, or supplies and records of fires attended, actions taken to extinguish fires, inspections carried out, actions taken on account of inspections, and any other records incidental to the operation of the fire departments;
- c) be able to enact a *Fire Advisory*, *Fire Restriction*, or *Fire Ban* as required for the protection of *Town* residents and visitors;
- d) prohibit the issuance of any new fire permits and suspend all active permits when, in the opinion of the Fire Chief, the prevailing environmental conditions give rise to an increased risk of a fire running out of control;
- e) negotiate, subject to the approval of Council, with the Government of Alberta, other municipalities, and *persons* for the purpose of establishing mutual aid agreements and fire control agreements with recommendations and concerns regarding establishing or renewing any mutual aid agreement or amendments thereto; and
- f) perform such functions and have such powers and responsibilities as Council may prescribe from time to time.

6.6 The *Fire Chief* or any other *fire department member* in charge at an incident may:

- a) be empowered to cause the *fire department members* to enter on any land or premises, including adjacent land or premises, to combat, control, or deal with the incident in whatever manner deemed necessary to limit injury to *persons*, loss of life, or damage to *property* or the environment;
- b) be empowered to cause a building, structure, or thing to be pulled down, demolished, or otherwise removed if deemed necessary to prevent the spread of fire to other buildings, structures or things;
- c) obtain assistance from other officials of the municipality as they deem necessary in order to discharge their duties and responsibilities at an incident or emergency scene;
- d) establish boundaries or limits and keep *persons* from entering the area within prescribed boundaries or limits unless otherwise authorized by the Fire Chief;
- e) require *persons* who are not *fire department members* to assist in:
 - i. extinguishing a fire;
 - ii. removing furniture, goods, and merchandise from any building on fire or in danger thereof;
 - iii. guarding and securing a building on fire or in danger thereof; and
 - iv. demolishing a building or structure at or near the fire or incident.

- f) requisition privately owned *equipment* which they consider necessary to deal with an incident.

7. CONTROL OF FIRE HAZARDS

- 7.1 If the fire department finds conditions that in its opinion constitutes a fire hazard within the *Town's* municipal boundaries on privately owned land or occupied public land, it may, in accordance with the *Act*, order the land *owner* or *person* in control of the land on which the fire hazard exists to reduce or remove the hazard within a fixed time.
- 7.2 When the fire department finds that the order, made pursuant to the *Act*, has not been carried out, the fire department may take whatever action necessary in accordance with the *Act* to ensure compliance with the order.
- 7.3 When an order is carried out under Section 7.2, in accordance with the *Act*, the *Town* may place the expenses incurred in carrying out the order on the tax roll as an additional tax against the land concerned, and that amount:
 - a) Forms a lien on the land in favour of the municipality; and
 - b) Is considered, as a tax imposed and assessed on the land, deemed in arrears under the *MGA* from the date it was added to the tax roll, and is subject to the enforcement, collection, and recovery provisions of the *MGA*.

8. REQUIREMENT TO REPORT

- 8.1 The *owner* or authorized agent of any *property* damaged by fire shall immediately report to the fire department the particulars of the fire, in a manner satisfactory to the *Fire Chief*.
- 8.2 The *owner*, or their authorized agent, of any *property* containing a dangerous good(s) product, shall immediately report to the fire departments particulars of the release, in a manner satisfactory to the *Fire Chief*.

9. PERMITS

- 9.1 No *person* shall permit an open fire upon any land they own or occupy without holding a subsisting fire permit or fireworks permit issued pursuant to this *Bylaw*, unless:
 - a) the fire has been set by the fire department for the purpose of training or controlling a hazard; or
 - b) the fire is in a *portable appliance* and the appliance is used in accordance with the *Act* and the *National Fire Code Alberta Edition*.
- 9.2 All permits and regulations in conjunction with fireworks shall be conducted through the *Fireworks Bylaw* and any provisions under this *Bylaw*.
- 9.3 Any *person* wishing to obtain a fire permit must complete a fire permit application and submit the completed application to the fire department under Schedule "C" of this *Bylaw*.
- 9.4 Upon receipt of a completed fire permit, the fire department shall consider the fire permit application and may in the *Fire Chief's* sole and absolute discretion:
 - a) refuse to grant a fire permit; or

- b) grant a fire permit; or
- c) grant a fire permit upon such additional terms and conditions as the *Fire Chief* deems appropriate.

9.5 A fire permit or fireworks permit shall not be transferrable.

9.6 A fire permit or fireworks permit must be presented to the *Fire Chief, fire department member* or Peace Officer upon request.

9.7 The fire department may, at its sole and absolute discretion, terminate, or cancel a fire permit or fireworks permit application at any time.

10. FIRE PITS, OUTDOOR FIREPLACES, AND STATIONARY BARBECUES

10.1 Fire Permits are not required for fire pits, outdoor fireplaces, and stationary barbecues that burn combustible materials, however they shall meet the following standards:

- a) A minimum of 3.00 metres (10 feet) clearance shall be maintained from buildings, property lines, and combustible materials or as approved by the authority having jurisdiction
- b) Installations shall have a surface or cooking area not exceeding 3,800 square centimetres (634 square inches), enclosed sides not exceeding 46 centimetres (18 inches) above ground level and shall be constructed of bricks, concrete blocks, heavy gauge metal, or other suitable non-combustible components as approved by the authority having jurisdiction.
- c) A spark arrestor mesh screen of 1.30 centimetres (.50 inches) expanding metal (or equivalent) to contain sparks, shall be provided over the fire at all times.
- d) Only clean fuel shall be used (clean dry wood or charcoal). Refuse or waste matter shall not be burned.
- e) The users of such installations shall ensure that smoke or sparks do not create a nuisance or hazard to neighbours or other properties.

10.2 Fire permits are not required for portable barbecues which are operated by liquefied petroleum gas (LPG), natural gas, compressed briquettes, or charcoal when used for the purpose of cooking or obtaining warmth, provided the appliances for cooking or obtaining warmth are used on the property of the resident or in a public area at a location approved by the authority having jurisdiction.

11. KEY BOXES

11.1 Buildings must install a Fire Departments *key box* on the exterior of the building within one (1) meter of the principle entrance.

11.2 The *key box* shall contain keys to:

- a) the main entrance;
- b) the fire alarm control panel;
- c) the sprinkler room;

- d) any locked doors leading to the sprinkler room;
- e) the roof access; and
- f) the elevator.

11.3 *Key boxes* shall have all keys and devices attached to a key ring and their use indicated by an attached tag.

11.4 Buildings failing to comply with Section 11.1, will accrue fines in accordance with the *fee schedule*.

12. FIRE PROTECTION CHARGES

12.1 When the fire department has extinguished a fire within or outside of the *Town* for the purpose of preserving life, property, and the environment from injury or destruction, the *Fire Chief* may charge any cost incurred by the fire department in taking such action to:

- a) The *person* or *persons* causing or contributing to the fire; or
- b) The *owner* or occupant of the parcel of land.

12.2 All *persons* charged are jointly and severally liable for payment for the fire protection charges to the town.

12.3 Fire protection charges shall be paid within thirty (30) days of receipt.

12.4 Collection of unpaid fire protection charges may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the *Town* is entitled to on the parcel of land in respect of which the indebtedness is incurred.

12.5 Without limiting section 12.1 and 12.2, the owner of a parcel of land within the *Town* is liable for fire protection charges incurred in relation to the fire department extinguishing fires on that parcel, and the *Town* may add to the tax roll of the parcel of land all unpaid fire protection charges, which forms a special lien against the parcel of land in favour of the *Town*, deemed in arrears from the date the amount was added to the tax roll.

12.6 Notwithstanding the provisions of Section 12.1, 12.2, 12.3, and 12.5, the *Town* may elect to recover fire protection charges from *person(s)* responsible for those charges pursuant to the *Forest and Prairie Protection Act*.

12.7 Council may, by resolution, decide to waive all or partial amount of fire protection charges against an individual.

12.8 In the event that the charges are fully or partially waived, the *Fire Chief* will send a notice letter to the property owner informing them of Council's decision which will include an invoice reflecting the new amount due.

13. FIRE INSPECTION AND INVESTIGATION

13.1 Commercial or industrial businesses that are either changing their occupancy or occupying a building for the first time shall pay for a fire inspection in their first year, at the discretion of the *Fire Chief*, according to the *fee schedule*. No further inspections are required unless requested by the businesses or *property owners*.

- 13.2 The *Fire Chief* or Safety Codes Officer may enter any property, as permitted by the *MGA* and Safety Codes Act, to inspect, investigate, enforce, or take actions required or authorized by this Bylaw, the *MGA*, the Safety Codes Act, or the Fire Code.
- 13.3 When exercising authority to enter onto private *property* pursuant to Section 13.2 of this Bylaw, the *Fire Chief* or Safety Codes Officer shall provide the *owner* or occupant of the *property* with reasonable notice as required in the *MGA*, except in the case of an emergency or other extraordinary circumstances. In the event of an emergency or other extraordinary circumstance, no reasonable notice is required to be given prior to entering private *property*.
- 13.4 No *person* shall interfere with or obstruct the *Fire Chief*, *fire department member* in charge, or Safety Codes Officer or any *person* authorized to perform inspections, investigations, or enforcement duties pursuant to this *Bylaw* from performing their duties under this Bylaw.

14. DEPARTMENTS FEES AND CHARGES

Fees and charges are required to be paid, in accordance with the *fee schedule*, for the following departments:

- a) Site Inspections for regulated occupancies;
- b) Requested site inspections;
- c) Fire investigations;
- d) Business inspections;
- e) Fire Permitting;
- f) Fireworks Permitting;
- g) Incident response;
- h) *False Alarm* response; or
- i) Any additional departments listed in the fee schedule.

15. OFFENSES

- 15.1 Any *person* who ignites, fuels, supervises, maintains, or allows an open fire within the municipal boundaries of the Town of Drumheller without a valid permit is guilty of an offence, except as noted in Section 9.1.
- 15.2 No person shall cause or allow the issuing of a *false alarm* due to or resulting from:
- a) faulty, damaged, or malfunctioning alarm equipment; or
 - b) Deliberate misuse of a fire alarm system.
- 15.3 In the event of a *false alarm* at any property, the following process and penalties shall apply:
- a) For the First Offense:

- i. For both residential and commercial/industrial properties, the first *false alarm* will not incur any charges.
 - ii. Property owners will receive a notification outlining the *false alarm* and information on how to prevent future occurrences.
 - b) For all subsequent offences, the property will incur a fee as specified in the *Schedule A - Fee Schedule*.
- 15.4 A *fire department member* or a Peace Officer may order any fire permitted under this *Bylaw* to be extinguished immediately.
- a) Any *person* ordered under section 15.4 to extinguish the fire shall immediately and without delay completely extinguish the fire and shall ensure the fire remains out until such time as a permit, under this *Bylaw*, is issued.
- 15.5 No *person* shall:
- a) allow, authorize, permit, or continue to burn garbage, leaves, straw, coal, painted wood, treated construction materials, or items made of or containing rubber, plastic, tar, or any materials deemed for disposal;
 - b) deposit, discard, or leave any burning matter or substance where it might ignite other material and cause a fire;
 - c) conduct any activity that involves the use of fire that might reasonably be expected to cause a fire, unless they exercise reasonable care to prevent the fire from occurring;
 - d) report a *false alarm* that leads to the dispatch of fire departments personnel, *apparatus*, and equipment, causing damage or undue wear when no fire exists;
 - e) provide false, incomplete, or misleading information to the fire department or to the Town of Drumheller on or with respect to a fire or fireworks application;
 - f) interfere or obstruct the efforts of the *persons* authorized in this *Bylaw* to extinguish fires or preserve life, *property*, or the environment;
 - g) interfere with the operation of any fire department *equipment* or *apparatus* required to extinguish fires, preserve life, *property*, or the environment;
 - h) damage or destroy fire department *property*;
 - i) falsely represent themselves as a *fire department member* and/or make use of the Town of Drumheller's fire department name and any associated logo or insignia for the purpose of such false representation;
 - j) cause or permit a burning hazard or fire hazard to exist on a parcel of land;
 - k) light a fire or cause a fire to be lit during a *Fire Ban*;
 - l) enter boundaries or limits of an area prescribed in accordance with Section 6.6(d) of this *Bylaw* unless authorized by the *Fire Chief* or *fire department member* in charge; or

- m) drive a vehicle over any fire hoses or other *equipment* without the permission of the *Fire Chief* or *fire department member* in charge.

15.6 A *fire department member* in charge of an incident, or a Peace Officer, may at any time cause any vehicle to be removed and taken and stored at the vehicle *owner's* expense, in a suitable place if the vehicle prevents access by the fire department to:

- a) a fire hydrant;
- b) an access road;
- c) a street;
- d) a fire alarm;
- e) a cistern;
- f) any other body of water designated for firefighting purposes;
- g) any connections provided for sprinkler systems;
- h) stand pipes; or
- i) any other item designed for firefighting.

16. ENFORCEMENT

16.1 Any *person* who contravenes or fails to comply with a provision of this *Bylaw* is guilty of an offense and shall be liable, upon summary conviction to the fine as set out in the offenses of this *Bylaw*.

16.2 Any *person* who interferes with or obstructs a Municipal Enforcement Officer in the execution of their duties under this *Bylaw* is guilty of an offence.

16.3 Where a Bylaw Enforcement Officer has reasonable grounds to believe that a *person* has violated any provision of this *Bylaw*, that Bylaw Enforcement Officer may serve that *person* with a violation by:

- a) personal delivery;
- b) registered mail; or
- c) by leaving it with a person apparently over eighteen (18) years of age at the place of residence of the person to whom the Violation Tag is addressed.

16.4 Where a Peace Officer has reasonable grounds to believe that a *person* has violated any provision of this *Bylaw* that Peace Officer may serve that *person* with a Violation Ticket in accordance with the provisions of the *Provincial Offences Procedure Act*

16.5 A Peace Officer may serve either a Violation Tag or Violation Ticket.

16.6 A Bylaw Enforcement Officer, who is not a Peace Officer or member of a police force, may only serve a Violation Tag.

16.7 A Violation Tag or Violation Ticket issued pursuant to this *Bylaw*, shall specify the penalty

in lieu of prosecution payable in respect of the contravention of this *Bylaw* as set out in the *Fee Schedule* attached to and forming part of this *Bylaw*.

- 16.8 A *person* who has been issued a Violation Tag or Violation Ticket pursuant to this *Bylaw* and has paid the penalty to the Town by the date specified, shall not be liable to prosecution for the subject of the contravention.
- 16.9 Nothing in this Bylaw shall prevent a Peace Officer from issuing a Violation Ticket for the mandatory Court appearance of any *person* who contravenes any provision of this *Bylaw*, or from swearing an information.
- 16.10 When Court records the receipt of a voluntary payment pursuant to Provincial Offences Procedure Act, the act of recording the receipt of that payment constitutes acceptance of the guilty plea and also constitutes the conviction and the imposition of a fine in the amount of the specified penalty.
- 16.11 Nothing in this *Bylaw* shall be read or construed as:
 - a) Preventing any *person* from exercising their right to defend an allegation that the *person* has committed an offence.

17. DISCHARGE OF DUTIES

- 17.1 The *Fire Chief* or *fire department member* of the fire departments charged with any duty under this *Bylaw*, acting in good faith and without malice for the municipality in the discharge of their duties, shall not hereby render themselves liable personally for any damage that may occur to *persons* or *property* as a result of any act required by reason of any act or omission in the discharge of his or her duties.
- 17.2 If, because of the performance of their duties, a *fire department member* of the fire departments is subject to a court proceeding or litigation, the Town of Drumheller shall provide legal defense until the final determination of the proceedings.

18. SEVERABILITY

- 18.1 If at any time, any provision of this *Bylaw* is declared or held to be illegal, invalid or ultra vires, in whole or in part, then the provisions shall not apply and the remainder of this *Bylaw* shall continue in full force and effect and be construed as if it had been enacted without the illegal, invalid, or ultra vires provision.

19. TRANSITION

- 19.1 This *Bylaw* shall come into full force and effect when it receives third and final reading and is duly signed.

READ A FIRST TIME THIS __ DAY OF _____, 2024

READ A SECOND TIME THIS __ DAY OF _____, 2024

READ A THIRD AND FINAL TIME THIS __ DAY OF _____, 2024

MAYOR

CHIEF ADMINISTRATIVE OFFICER

FIRE & EMERGENCY - SCHEDULE A

FEES

Items	Rates		
Fire Department Response Rates			
Engine All Types	\$700.00 / Hour		
Rescue	\$700.00 / Hour		
Ladder/Aerial Apparatus	\$1200.00 / Hour		
Tender	\$700.00 / Hour		
Command Vehicle	\$205.00 / Hour		
ATV UTV	\$75.00 / Hour		
Boat	\$200.00 / Hour		
False Alarms	First	Second	Third or Subsequent
Residential	\$0.00	\$250.00	\$500.00
Commercial/Industrial	\$0.00	\$500.00	\$1000.00
Fire Permits			
Fire Permit	\$50.00		
Fire Investigations			
Fire Investigation & Report	\$300.00 / Hour		
Contract Fire Investigator	TBD – For Discussion		
Fire Inspections	First	Second	Third or Subsequent
Request Inspection	\$150.00	\$150.00	\$500.00
Complaint Inspection	\$150.00	\$150.00	\$500.00
Occupancy Load Certificate	\$ 150.00		
Miscellaneous Rates and Fees			
Fire Stand-by	Equipment Costs as noted Above		
Fire Stand-by Personnel Per Firefighter	\$60.00 / Hour		
Fire Department Lock Box	TBD		
Security Fencing Installation / Removal	\$500.00		
All Hourly Rates Minimum of One Hour, With Billing Afterward in 15-Minute Increments			

FIRE & EMERGENCY - SCHEDULE B

FINES – Per Section 15.5

Offences	Rates
Fail to Report	
Sec 15.5(c) Fire Incident	\$500.00
Sec 15.5(a) Unauthorized burning	\$500.00
Sec 15.5(e) Providing False or Misleading Information	\$500.00
Fire Permits	
Sec 15.1 Burn without permit	\$500.00
Sec 15.2(b) Deliberately activate false alarm	\$500.00
Sec 15.5(f) Obstruct fire suppression	\$500.00
Sec 15.5(b) Fail to properly extinguish, dispose of burned material	\$500.00
Sec 15.5(k) Cause fire during fire ban	\$500.00
Sec 15.5(m) Cause vehicle or any device to travel over fire hose	\$500.00
Other Offences	
Any offence not listed above is subject to a fine of a minimum of \$250.00	

REQUEST FOR DECISION

TITLE:	RFP – 2023-063 Solid Waste Collection Contract
DATE:	September 9, 2024
PRESENTED BY:	Jason Warrack, Capital Project Manager
ATTACHMENTS:	2023-063 Financial Evaluation

SUMMARY:

The Solid Waste Collection Contract was posted on the Bids&Tenders website and on the Alberta Purchasing Connection as a Request for Proposal. The opportunity closed on August 8, 2024, with a total of six (6) bid submissions received.

Submissions were scored on both Cost and associated Technical submissions with weight set at an equal 50/50 split. Cost scores were based on the Residential total cost and the average Commercial costs as Commercial prices are not consistent and change with bins sizes and frequencies of pick-up.

Technical submissions were scored according to set parameters, including qualifications and experience, proposed program and methodology and finally communication and education plan.

The Town of Drumheller franchises commercial garbage collection for the entire community. This allows for a bidder to effectively manage the cost of bin supply, truck operation and capital and staffing over all non-residential locations in Drumheller. Unlike residential garbage pickup, the Town does not oversee commercial collection but the RFP creates an equal cost for all customers based on volume and frequency of collection as well as consistent service levels.

Of the six (6) received submissions Environmental 360 scored the highest with 106 points, followed by Empringham Disposal with 95.83 points.

Administration recommends the award of a 5-year inclusive Solid Waste Collection Contract to Environmental 360 for both Commercial and Residential waste collection.

FINANCIAL IMPACT:

The Town of Drumheller will be responsible for the costs associated with residential waste collection and any additional services needed, such as extra waste bin placement, roll-off services, and more.

Environmental 360 is not the lowest overall cost for Residential removal (second) but has the lowest year-over-year cost increase of 2.5%. The first (1st) year residential cost is \$262,000. By the fifth (5th) year, the annual cost will increase to \$289,287.28, resulting in a total Residential cost of \$1,377,578.58 over five (5) years. This represents significant savings over the duration of the contract compared to other submissions. From a Commercial perspective, Environmental 360 had the lowest average cost at \$95.88 per

service.

The current 2025 operating budget for residential Solid Waste Collection is \$234,500.00, the first-year rate for the new contract is \$262,000.00 which is an increase of \$27,500.00 for the 2025 operating year. Which is a 12% increase to the operating budget for solid waste for 2025.

RECOMMENDATION:

Infrastructure Services recommends the award of the Solid Waste Collection Contract to Environmental 360. Environmental 360 scored the highest of all submissions when Cost and Technical submissions were reviewed. Environmental 360 scored 2nd highest in Residential costs and 1st in Commercial costs. When year-over-year increases are taken into account Environment 360 is the clear choice of award.

STRATEGIC POLICY ALIGNMENT:

Awarding the contract to Environmental 360 allows for cost savings to both the Residents and Commercial businesses within the Town. All procurement procedures identified in the Purchasing Policy have been followed during this tender process.

COMMUNICATION STRATEGY:

A letter of award will be sent to the successful proponent, and letters of non-award sent to the unsuccessful proponents. Additionally, the tender results shall be published on the Bids&Tenders website.

MOTION:

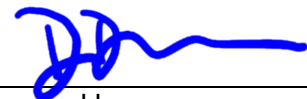
That Council approves the award of a 5-year contract to Environmental 360 for both Residential and Commercial Solid Waste Collection within the Town of Drumheller.

Jason Warrack

Prepared by:
Jason Warrack
Capital Project Manager

Jared Brounstein

Reviewed by:
Jared Brounstein
Director of Infrastructure
Services



Approved by:
Darryl Drohomerski, C.E.T.
Chief Administrative Officer



Request for Proposals

RFP 2023-063

Solid Waste Collection 2024 – 2028

August 8, 2024

Attention:

Jared Brounstein, Project Manager

Sonya Adams, C.Tech., EP, Landfill Manager

Town of Drumheller

224 Centre St,

Drumheller, AB T0J 0Y4

From: Ed Taha
General Manager

Environmental 360 (Alberta) Solutions

5440 53 St SE, Calgary, AB, T2C 4B6

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August 8, 2024

Town of Drumheller
224 Centre St,
Drumheller, AB T0J 0Y4

Attention: Jared Brounstein, Project Manager
Sonya Adams, Catechu., EP, Landfill Manager

Re: RFP 2023-063 – Solid Waste Collection 2024 – 2028

Environmental 360 Solutions Ltd. (E360S) is grateful for the opportunity to submit this proposal to partner with The Town of Drumheller (The Town) to collect, haul, and dispose of waste and recycling on behalf of The Town, it's over 8,100 residents and the businesses operating throughout.

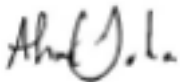
E360S currently provides door-to-door monthly collection on over 55,000 carts for Towns and Municipalities throughout Alberta while providing front-load and roll-off services to thousands of businesses . Building on this experience, combined with our dedication to our customers, there is no doubt that we can provide a safe, reliable, and customer-focused service to The Town, its businesses, its residents and the surrounding communities.

The entire E360S team will help The Town identify areas to increase efficiencies, promote environmental best practices, and above all, operate with a safety first focus for our trucks working in and around the good folks and families throughout the iconic Town of Drumheller.

Our dispatch team is dedicated to prioritizing your sites to ensure consistency of collections, our drivers take pride in providing reliable, professional and friendly service, and local leadership is committed to collaborating with representatives of The Town to overcome any concerns and provide a high level of customer service with total satisfaction.

We appreciate your review of this response and the potential to foster and grow a mutually beneficial professional relationship with The Town and its residents, as your dedicated provider of your environmental services for years to come.

Thank you for your consideration.



Ed Taha | General Manager
5440 53 St SE, Calgary, AB, T2C 4B6
T. 403.238.7274 | C. 403.3816.4999 | etaha@360s.ca | www.e360s.ca



Proponent Profile

Overview of the Proponent firm(s) history, current operations, and future plans, acknowledgement of addendums, Indication of Contract A, B, C. (see 1.1 Project Background).

Company History

E360S is a private Canadian company that was founded in January 2018. Since then, we have acquired and operated regional integrated solid and liquid waste services companies that provide collection, disposal, recycling, and waste management facility operation services.

Through organic growth and strategic acquisitions, E360S has quickly grown to become a vertically integrated leader in environmental services.

We're able to offer comprehensive solutions to The Town as we do for dozens of neighboring Towns and Municipalities throughout Alberta, with high-end equipment, professional and conscientious drivers, and a dynamic support system from local management to national leadership.

These services include the packaging, collection, removal, transportation, recycling, and disposal of hazardous and non-hazardous solid and liquid waste in Alberta, Saskatchewan, Ontario, Quebec, and British Columbia.

We strive to provide an all-encompassing service to those communities that place their trust in E360S and always put our customers first.



Danny Ardellini – Founder CEO

	RFP BIDDING ENTITY	PARENT COMPANY
Legal Name:	Environmental 360 Solutions (Alberta) Ltd.	Environmental 360 Solutions Ltd.
Address:	5440 53 St SE, Calgary, AB T2C 4B6	95 Eric T. Smith Way, Unit 3 Aurora, Ontario L4G 0K2
Phone:	403-238-7274	905-492-2813
Fax:	N/A	905-492-2831
Contact:	Jordan Lister, Regional Vice President Ed Taha, General Manager	Donato Ardellini, Chief Executive Officer Bill Gurd, Chief Operating Officer Bill Herman, Chief Financial Officer
Year Established:	N/A	2018
Number of Employees:	N/A	2,500 +
Number of Clients:	N/A	Residential - 450,000 Commercial – 40,000
Annual Gross Revenue:	N/A	\$575,000,000.00

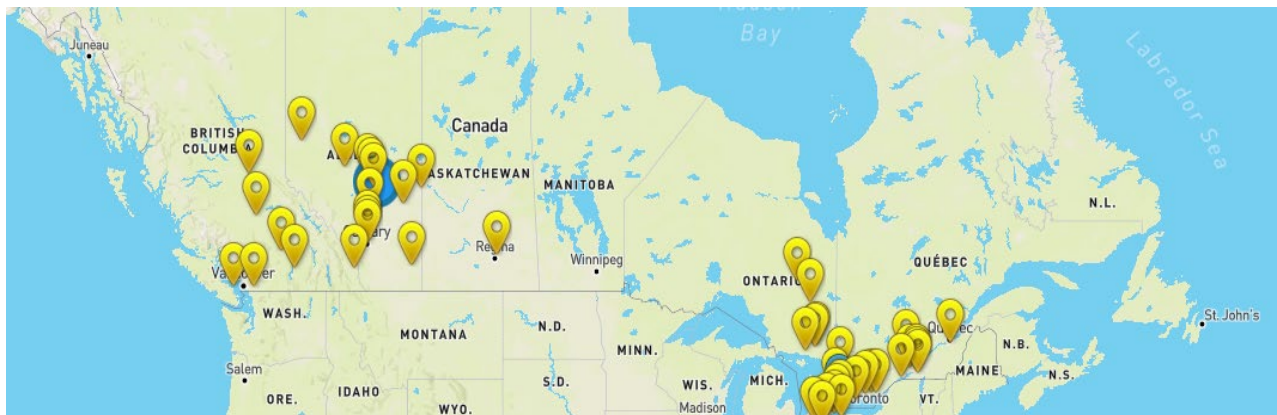
Current Operations

Across Canada we have over 2,500 highly trained staff backed by our experienced leadership team who are committed to providing continual value to our customers. Our engagement of a modernized fleet, utilization of the

latest technology, optimization of efficiencies, waste reduction policies at our transfer and material recovery facilities (MRFs), and implementation of best practices ensure that customer needs are met, and often exceeded, in a safe, cost-effective, and environmentally responsible manner.

E360S currently serves over 450,000 residential and 40,000 industrial commercial customers weekly from our 107 facilities across Canada, including hauling yards, equipment depots, transfer stations, MRFs, and landfills. We have over 3,000 pieces of collection equipment on the road today.

In Alberta alone we provide an array of services to over 50 Towns, Counties, Cities and municipalities. In the last year several of these communities have chosen to retain our services on new agreements, having come to rely upon and trust the service, communication and relationship we've formed throughout our partnerships.



Future Plans

Ultimately, E360S is dedicated to becoming Canada's leading and most trusted environmental management company, providing efficient and cost-effective end-to-end environmental management solutions.


In the last year alone 18 strategic acquisitions have been made across Canada to better position ourselves to provide the 360-degree service offerings we strive for. From these acquisitions we retain the customers, assets and importantly; the experience, leadership and dedication of the employees that made those companies successful and we incorporate that into our total value offerings.

As our reputation grows more and more customers, private and public, are choosing to switch their services to E360S. To honour this, we will continue to do the right things, the right way, in a cost-effective manner, to continue to grow that reputation. With this planned and anticipated growth continues, we will continue to invest in our employees with continued training, support and growth opportunities. Invest in new technologies that increase sustainability, efficiency, reporting and safety, to stay at the forefront of an ever evolving and dynamic industry.


Customers can be confident that our services will be met with an unwavering focus on safety, regulatory compliance, and environmental protection.


Key Personnel


As E360S continues to grow, we are maintaining our commitment to our existing customers through continuity in our operational teams. The quality of our operations is dependent on consistency in our people and processes. The following E360S staff are available to The Town and responsible for overseeing contract, implementations and viability of services, day to day operations as well as continued support throughout the life of the contract.

	<p>Vice President of Solid Waste Jordan Lister</p>	<p>Address: 5440 53 St SE, Calgary, AB T2C 4B6 Phone: 587.785.5018 Email: jlister@e360s.ca</p>
<p>Qualifications</p>	<p>Over the past 17 years Jordan has been recognized for successfully motivating management and staff to achieve their goals while fostering innovative work environments. Specializing in ensuring implementation of, and exceeding industry safety standards.</p> <p>Dedicated to learning, growing, and succeeding in the waste management industry, Jordan boosts morale by resolving issues, increasing customer satisfaction, and driving overall operational improvements.</p>	
<p>Responsibility</p>	<p>Jordan oversees the collection, disposal, and recycling, for all of Alberta. In addition to identifying bid opportunities, Jordan supports organizational growth through goal-setting and operational excellence.</p> <p>He will continue to oversee the solid waste operations division, including the execution of this contract and its deliverables. This will include reviewing the team's performance through site visits, key performance indicator reviews, and engagement with the contract.</p>	


Contract Management Team

	<p>Business Development Mark Dyer</p>	<p>Address: 5440 53 Street SE, Calgary, AB T2C 4B6 Phone: 478.5892 Email: mdyer@e360s.ca</p>
<p>Qualifications</p>	<p>Mark is a dedicated and results-driven Business Development Specialist with a proven track record of success in identifying sales and business growth opportunities, dedicated account management, and implementing new business development processes and procedures. An effective leader and communicator with strong attention to detail, excellent time management skills, and well-developed teamwork abilities. Mark provides customers with real and transparent, consultative solutions by resolving issues, improving customer experience, and driving overall operational improvements.</p>	
<p>Responsibility</p>	<p>Mark will be the Account Manager and contract administrator, responsible for ensuring invoicing, waste tracking, and all documentation is provided to The Town as required with respect to quality, quantity, and schedule. Mark will also be responsible for identifying opportunities for The Town to improve its recycling practices and increase diversion or reduce costs through coordinated efforts internally with operations as well as cooperative approaches with The Town.</p>	

	<p>General Manager Ed Taha</p>	<p>Address: 5440 53 St SE, Calgary, AB T2C 4B6 Phone: 403.816.4999 Email: etaha@360s.ca</p>
<p>Qualifications</p>	<p>Ed Taha serves as the General Manager for E360S in Southern Alberta, based out of Calgary. He is a waste collections and management specialist with over 20 years' experience in operating a waste collections business. Ed is a respectful and a respected professional with exceptional industry knowledge adept at developing strategic plans for service excellence.</p>	
<p>Responsibility</p>	<p>As General Manager, Ed is responsible for ensuring the safe and compliant collection of a variety of solid waste streams generated from residential, commercial, and industrial activities. This includes the provision of competent personnel, well-maintained equipment, and any other resources required to successfully perform material handling and removal</p>	

	<p>Operations Manager Dave Skowronski</p>	<p>Address: 5440 53 St SE, Calgary, AB T2C 4B6 Phone: 403.831.0737 Email: dskowronski@e360s.ca</p>
<p>Qualifications</p>	<p>Dave is an experienced Supervisor with years of hands-on experience leading teams of drivers and dispatchers and effectively communicating with customers. He has a track record of proactively providing solutions and successful customer service while ensuring on-time deliverables. Dave has a proven ability to mentor and motivate team members with excellent communication and training abilities.</p>	
<p>Responsibility</p>	<p>As the Route Supervisor, Dave will hold the responsibility for the daily operations of the contract. He will organize both personnel and equipment to ensure that the service occurs as scheduled and exceeds expectations. He will also be responsible for the following:</p> <ul style="list-style-type: none"> • Inspections of the equipment to ensure mechanical fitness and cleanliness. • Site visits on pick-up days to monitor Driver and collection performance. • Follow up on any safety concerns such as complaints or hazard identifications. • Meeting with Drivers to ensure safe operating procedures are followed consistently. • Receiving any communications from and meeting with the residents/customers and working with them to rectify any issues. • Acquiring any equipment required to complete the work. • Periodic audits and inspections of the work. • Ensuring training for all employees is up to date. <p>Dave will be directly available to The Town to answer any questions or requests as a supplement and daily support. Dave will be directly in charge of The Town's assigned drivers. The Drivers are critical to the safe completion of weekly waste collection. Their key daily responsibilities as it pertains to this program are as follows:</p> <ul style="list-style-type: none"> • Operate the vehicle in a safe manner compliant with E360S's Driver's Handbook 	

	<ul style="list-style-type: none"> • Take all necessary precautions to remove materials without putting the public’s safety or property at risk. • Ensure any damages are immediately repaired or replaced and communicated to The Town. • Ensure any near miss or hazard identifications are documented and reported for follow-up.
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	Health & Safety Coordinator Alyssa Tomblin	Address: 8339 Chiles Ind, Avenue, Red Deer, AB T4P 1H2 Phone: 403.896.9308 Email: atomblin@e360s.ca
Qualifications	Alyssa Tomblin currently serves as the Health & Safety Coordinator for E360. She is a dedicated health and safety coordinator with years of experience. Committed to public health and community awareness with a demonstrated propensity for community engagement and program development.	
Responsibility	Alyssa will be responsible for supporting the facility from a health and safety standpoint. While safety is the responsibility of EVERYONE in the company, she will ensure that documentation is formalized, procedures are regularly reviewed and followed, reporting is complete, and there is a focus on proactive efforts such as hazard identifications and risk assessments. Alyssa will be familiarized with The Town’s standards and ensure that E360S is aligned with those expectations.	



****A copy of Key Personnel resumes can be viewed in the RFP as Attachment 3.**

E360S has significant back-office support for our front-line operations including the Health and Safety, Finance, Equipment, Information Technology, and Human Resources departments.

These resources are available for all E360S operations and provide layers of expertise to ensure that programs such as the Town’s are fully supported with contingencies in place.

E360S will provide a direct contact for contractual oversight, as well as one for operational oversight to The Town to streamline service and information requests.



Brand Promise

For your Waste Management & Organic Processing and Recycling needs, you can trust Environmental 360 Solutions Inc. to:

- Give the highest priority to the health and safety of our employees and The Town residents.
- Provide efficient and cost-effective end-to-end environmental management solutions.
- Protect the environment of the communities we serve.



Acknowledgement of Addendums

We acknowledge receipt and reading of Addendums 1, 2, 3 and 4.

Indication of Contracts

This proposal is for "Drumheller Solid Waste Collection Contract C", the jointly submitted tenders for both contracts A & B.

Statement

E360S can perform all of the contractual obligations represented in the RFP and communicated throughout this response.

Schedule

Indication that the proponent would be available to commence services as of January 2, 2025. If the proponent cannot meet January 2, 2025, please indicate the earliest start date the proponent could commence the services.

E360S will be available to commence services as of January 2, 2025. Once awarded the contract our planning turns into preparation. We will order new service vehicles to assign to The Town, in order to comply with the '2023 or newer or less than 400 hours' requirements. We do have vehicles available to meet these standards if the new trucks are delayed for any reason at all.

We would have an internal kick-off meeting to identify key goals, objectives and deliverables, as well as coordinate meetings with key members of The Town to collaborate and ensure a clear and open line of communication is established from the onset.

Disposal Sites

An indication of a Secondary disposal site in the event the Drumheller and District Solid Waste Management Facility (DDSWMF) is closed.

In the event the Drumheller and District Solid Waste Management Facility (DDSWMF) is closed E360S is proposing to utilize the Big Country Waste Management Commission Facility Landfill located in Youngstown Alberta. This would be evaluated throughout the course of the contract to ensure sustainability, and environmental goals are continually achieved. E360S encourages feedback and input from The Town on available options as they present themselves, we will work together in the event of any closures or challenges the DDSWMF may encounter.

Proponent Qualifications

An indication of your firm's recent experience on projects of a similar nature, with details as to size, staffing and equipment needed. Also include three references that the Town can contact.

Currently in Alberta we are delivering on daily service expectations for dozens of municipal partners. These services include door to door residential collection of solid waste, recycling and organics for Villages like Clive, with a population of a few hundred, up to cities and towns with several thousand residents like Wetaskiwin, Blackfalds, and Innisfail.

We perform front load services as part of our agreements with towns, such as Three Hills, Claresholm, and Stettler, and recently acquiring Fort Macleod's residential and commercial services as well, following a successful RFP bid.

Roll-off services are provided for several of our clients for transfer stations in Airdrie, Ponoka, Crossfield, Langdon and Irricana to name a few.

Each of these sites is unique, requiring dedicated and knowledgeable staff, reliable collection vehicles, industry expertise and thoughtful solutions for their specific needs, customer base, environmental goals and by-laws. E360S provides pro-active solutions to every aspect of waste management and supports each of our partners with their goals.

Although this is not an exhaustive list of our customers, or of the services we provide, it does demonstrate our capabilities to perform the services for the Town of Drumheller day in and day out. The Town can rely on E360S, as

so many others do. It is a testament to the E360S team that a number of these customers have chosen to keep E360S on as their provider through extensions, renewals and RFPs throughout 2024, with our largest customers signing new agreements for several more years to come. We've included a couple of these locations as references below:

Reference 1			
Town of Innisfail Curbside Collection			
Contact Name	Steven Kennedy,	Phone Number	403.227.8171
		Email Address	Steven.kennedy@innisfail.ca
Project Location:		Town of Innisfail	
Nature / Scope of Work		<ul style="list-style-type: none"> • E360S provides the 3-stream waste and recycling collection to the residents of Innisfail. We utilize automated side load (ASL) and rear load (RL) trucks year-round to meet the requirements of The Town. • Service days are Monday – Friday. 7:00 AM – 5 PM • Organics are delivered to Stickland Farms • Recycling is delivered to E360S Red Deer Material Recycling Facility • Garbage is delivered to the City of Red Deer Landfill • Large item collection once per year along • Roll-off bin hauling for the Transfer Station as well as front load services for Town sites. 	
Contract Dollar		\$650,000	

Details

Locations:	2,771 Houses	Annual Tonnage:	1,600
Materials Handled:	Municipal solid waste, organics, and blue bag recycling		
Contract Start Date:	April 2019	Maximum Duration:	5 Years
Equipment Provided:	Two (2) Automated Sideload Unit (ASL) One (1) Rear load (RL)		



E360S Advantage

- Collection of multiple streams
- Long term service contract to reduce administrative costs

Reference 2

Town of Blackfalds - Curbside Collection

Contact Name	Philip Hoyle	Phone Number	403.855.4677
		Email Address	phil@blackfalds.com
Project Location:	5081 Waghorn Street, Blackfalds, Alberta		
Nature / Scope of Work	<ul style="list-style-type: none"> E360S provides the 3-stream waste and recycling collection to the residents of Blackfalds. Services including waste, recycling and organics. Blackfalds has limited the commercial properties to an exclusive contract with E360S providing optimal services utilizing our fleet of residential and front load units. Service days are Monday – Friday. 7:00 AM – 5 PM Organics are delivered to Strickland Farm Recycling is delivered to E360S Red Deer Material Recycling Facility Garbage is delivered to the City of Red Deer Landfill Blackfalds also utilizes E360S for their hauling of the local transfer station operated by the town ensuring 24-hour turnaround pick up and rotation of waste bins 		
Contract Dollar	\$745,000		

Details

Locations:	4,000 Houses	Annual Tonnage:	3,900
Materials Handled:	Municipal solid waste, organics, blue bag recycling		
Contract Start Date:	June 10, 2020	Maximum Duration:	5 years
Equipment Provided:	Two (2) Automated Sideload Unit One (1) Front Loader Unit One (1) Roll-off Unit		



E360S Advantage

- Collection of multiple streams
- Long term service contract to reduce administrative costs

Reference 3

Town of Claresholm

Contact Name	Jace McLean	Phone Number	403.625.3381
		Email Address	Jace@claresholm.ca
Project Location:		Town of Claresholm	
Nature / Scope of Work		<ul style="list-style-type: none"> E360S provides bi-weekly residential collection for over 1,500 residents and nearly 200 business recycling carts. Front-load bin service for apartments where cart service would be inefficient. 	
Contract Dollar		\$240,000	

Details

Locations:	1,500 Houses, 200 business locations, and 11 apartments	Tonnage:	164.28
Materials Handled:	Single stream/comingled recycling		
Contract Start Date:	November 1, 2019	Maximum Duration:	7 Years
Equipment Provided:	One (1) Automated Sideload Unit (ASL) One (1) Front load (FL)		



E360S Advantage

- Reliable consistent service over several years with a high safety record
- Ease of working together to adapt to the Town's recycling goals and initiatives.

Program Understanding

A statement of understanding with respect to the scope of work involved and the methodology proposed to complete the assignment. This should include a section on managing the Town's recycling program (if implemented).



E360S understands The Town's commitment to their constituents for providing sustainable and environmentally conscious waste management options while also emphasizing customer-focused, efficient, and reliable services. Reliable waste management services are integral to the functionality and well-being of any community, and E360S is committed to being a trusted provider for these services and a fundamental partner in achieving those goals.

E360S understands that it is the Town of Drumheller's intent to award one contract to the successful proponent for the solid waste collection services.

E360S interprets the Town of Drumheller requirements for this contract to include the following:

- Contract duration is five (5) years with the potential for two (2) extensions of up to twelve (12) months each.
- Weekly collection of mixed solid and organic waste for residential and small commercial units.
- Collection is a mix of front and rear lane residential locations and rural locations.
- Automated cart collection for solid and organics waste
- Recycling is delivered by the residents to a Recycle yard located on Railway Avenue NW and E360S would be responsible for transporting the bin to the Drumheller and District Solid Waste Management Facility.
- The Town acts as the Franchisor for commercial garbage and recycling, proponent is responsible for entering into contracts directly with the customers.
- Request for Proposal includes three contract options – Residential, Commercial and joint collection
- Materials from cart collection is not charged at the scale. Solid waste under Contract B is charged to the hauler at the scale.
- Commercial recycling and garbage bins shall be picked up weekly, bi-weekly or as needed
- Collection vehicles shall be 2023 or newer
- Collection services are to be provided Monday – Friday between 7:00AM and 5:00PM
- Proponent must provide The Town with a comprehensive reporting system.
- Proposal for curbside recycling program.

Based on the interpretation of the RFP E360S will locate an Automated Side Loader in the Town of Drumheller and it will operate five days a week as per the attached map in Appendix B, servicing each zone, accordingly, including the out-of-Town communities on Fridays. The collection carts are owned by the Town of Drumheller. E360S will ensure all routes are completed such that they are able to make it to the landfill at a minimum 30 minutes before its closing time.

Please see the tables below for information on residential monthly tonnages, weight per collection day and containers serviced. This information is based on utilizing one automated side loader collection truck per day. Note the monthly tonnes is adjusted based on seasonality.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
# of Tonnes	185	149	172	189	195	184	212	189	206	192	195	170
Average Tonnes/Day/Route	8.5	6.9	7.9	8.7	9.0	8.5	9.8	8.7	9.5	8.9	9.0	7.9
Units Serviced/Route/Day	620	620	620	620	620	620	620	620	620	620	620	620

E360S will supply all the commercial front-load bins necessary to collect the garbage and recycling and communicate directly with the customers to ensure their needs are understood and met. Once E360S has a clear understanding of the commercial customers and their requirements we will design front load routes to meet the commercial customer needs. The location of the front load and roll-off collection vehicles will be in The Town.

Curbside Recycling Program

Proponent(s) must clearly describe the methodology to roll out a curb side recycling program (including communication and education to residents). This is a conditional request and will not be considered as part of the RFP evaluation process. We ask that proponents provide an overall approach to curbside recycling collection as the Town may look at implementing a curbside recycling program.

E360S has successfully helped municipalities implement multiple curbside programs and can help The Town implement a similar program for organics when this is implemented in 2026 or recycling when the time comes. Recently, we have helped the Town of Innisfail convert their blue bag recycling program to a cart based automated collection system, rolled out curbside organics collection for the City of Wetaskiwin, and worked with Claresholm to implement an automated cart recycling program.

E360S would propose a four-part process for the implementation of a curbside recycling program. It would include the following:

- **Consultation** – we would work with the Town of Drumheller to determine the desired outcomes of implementing the recycling program and set goals and targets based on the priorities of The Town. Cart size has been established in the RFP – 240 litre (64 gallon) blue recycling carts with baffle and bar. The Town would also need to identify if they are willing to offer unlimited or limited collection of blue box materials as it will have an impact on the quantity of collection carts required. Once The Town has defined the parameters of the program which would include collection frequency and materials to be collected, E360S would recommend this information is shared with Circular Materials as they eventually will be taking over the collection and processing responsibilities for the province as part of the Extended Producers Responsibility (EPR) legislation.

Consultation Phase decisions to be made are:

- Single family homes only or will multi-unit homes be included.
- Service frequency
- Identify materials that are permissible under the program.
- Limited or unlimited collection
- Cart costs – who will pay for the initial cost of the carts. E360S has seen the customer pay and we have also been requested to cover the initial cost of the carts. If E360S is required to cover the initial cost, we would recoup it in our collection fees.
- Processing cost – who will pay for the cost of having the recyclable materials processed at a material recycling facility (MRF). This can be built into the collection costs or charged out per tonne.

- **Residential Reach-out Program** – Once we have an established delivery schedule from the cart manufacturer E360S would work with The Town in developing communication materials that would be used to announce the program to the homeowners. We would leverage all current communication mediums use by The Town to get the message out.

Residential Reach-out Program decision to be made include:

- Program announcement messaging
- Materials that can and cannot be put in the blue carts.
- Service days and frequency
- Recycle cart roll-out timeline
- Service commencement date along with collection schedule
- Develop communication around the benefits of recycling, including data on environmental impact and associated costs.

Notwithstanding what decision was made in the Consultation phase in terms of limited and unlimited recyclable collection E360S would propose that each single-family home receives one 240 litre blue recycling cart. If the program is to include multi-unit homes, we would need to determine how many carts they should receive.

- **Roll-out & Implementation** – Once the program specifics have been identified we would place an order for the carts and collaborate with The Town to establish the delivery location for the initial distribution of the carts. We typically recommend using one of The Town’s facilities to receive the carts to aid in the logistics of distribution. E360S provide the resources to assemble the carts and distribute them to the residents. All the carts will be delivered to an accessible and convenient location for residents to receive their cart. The cart would include an information pack that re-iterates the messaging in the Residential Reach-out program. The carts would be delivered between Monday and Friday - 8:00AM to 5:00PM on their garbage collection service day as outlined in Appendix B.

Upon delivery of the carts the recycling collection service would commence two weeks later.

Roll-out & Implementation decision to be made include:

- Initial Cart delivery location for assembly and distribution
- Cart delivery specifics based on street specifics (driveways, curbside, fenced yards, carports, etc.)

- **Post Deployment Follow-up** – Following cart delivery and commencement of services, E360S representatives will track resident participation, contamination levels and carts-not-out and report this with the Town. The purpose of this review is to determine what should be the next level of communication to the residents to identify areas of coaching and education. E360S will offer several options with input and endorsement from The Town for the delivery of the communications. For the first several weeks of service we would allocate additional personnel to accompany the drivers to support a cart audit, opening the lids of several recycling carts along the routes to examine the contents to ensure the homeowners are compliant. Should the material in the cart be inappropriate the cart will be tagged with an explanation and the address will be logged.

Following the initial stages of the cart audit program, the driver will randomly exit the cab to verify the contents of the recycling cart to ensure it has the appropriate content, as well as monitor the hopper camera to identify potential contaminants. The driver will randomly check the residents who were logged

in the first two months as having carts tagged and not tipped to track improvement and provide potential further coaching.

Post Deployment Follow-up decisions to be made include:

- Messaging to improve participation and reduce contamination
- Messaging on “Oops” tag and process for repeat offenders.
- Communication on inappropriate recyclable materials we’re seeing frequently.

Equipment

Proponent(s) must demonstrate surety of collection through sufficient equipment (in good condition) and the capacity to complete the collection route for each day and must provide technical specifications of the equipment (e.g. make, model, year, condition, truck dimensions, weight, automated arm capabilities, limitations/restrictions related to size/make of carts, maintenance program, size of fleet, etc.) (see scope of work 2.1).

Units provided to service the Town of Drumheller will all be tandem axle commercial vehicles with a Gross vehicle weight of 24,300KGs. Upon successful award of the contract E360s will procure new units to service the commercial front load and residential sideload work as reflected in the list below. The backup units are in good condition and are listed below, currently in place at our Calgary and Hanna locations. E360S currently services 27 municipal contracts along with several county contracts where we can collect any type of cart with our existing automated arm configuration.

E360S has a thorough maintenance tracking program in place, whereas all units are reviewed by the operator twice daily to note any defects and provide to the maintenance team for repair. Units are inspected every 150 hours to perform preventative maintenance items on the unit and identify any upcoming maintenance, which is then scheduled in to complete. Our Fleetio program works in conjunction with our GPS tracking program to identify upcoming service requirements, allowing time to schedule these pre-emptively. E360S is certified to perform required, annual commercial vehicle inspections at our facilities throughout Alberta including Hanna, Calgary and Red Deer. E360S maintains a fleet nationwide of over 3,000 units.

Type of Service	Type of Equipment	Year	Ownership
Front Load	Peterbilt	2024	E360s
Front load (backup)	Peterbilt	2020	E360s
ASL	Freightliner	2024	E360s
ASL (backup)	Freightliner M2	2019	E360s
Rolloff	Mack	2024	E360s
Rolloff (backup)	Kenworth	2019	E360s

Program Management and Cost and Quality Controls

Identify management and control methods during the program’s life cycle, as well as during the execution of the programs phases. Topics such as “How equipment failure or absence of operators are handled to ensure that the routes are covered” and “How will the Town be notified with any interruptions to service” should be included in this section.

The following table will provide The Town with an outline of the activities E360S will undertake to ensure there is a seamless transition on January 2, 2025, as E360S takes on the collection responsibilities.

ACTION ITEM	START DATE	COMPLETION DATE	RESPONSIBILITY
<i>Contract In Place with Selected Proponent</i>	September 2024	September 15, 2024	Jordan Lister, Ed Taha, Mark Dyer
<i>Submit Insurance & WCB</i>	September 2024	September 2024	Ed Taha
<i>Contract Kick-Off Meeting</i>	September 2024	September 30, 2024	Jordan Lister, Ed Taha, Marky Dyer, Dave Skowronski & Drumheller team
<i>Hazard Assessments</i>	November 2024	November 30, 2024	Dave Skowronski
<i>Employee Training Site Tour</i>	December 2024	December 31, 2024	Dave Skowronski
<i>Mobilization of Bins</i>	December 2024	January 2, 2025	Ed Taha & Dave Skowronski
<i>Services Start</i>	January 2, 2025	January 2, 2025	Jordan Lister and E360S Leadership

Procurement and Monitoring Plan

E360S has had several successful deployments once awarded new contracts from our municipal customers. Upon award of the contract and finalization with The Town on all aspects of the bid, the trucks will be ordered by our VP of Fleet. We have an excellent working relationship with chassis and body manufacturers and are confident that the Automated Side Loader and Front End collection trucks will be delivered and ready for service on January 2, 2025.

Recently, E360S was awarded a contract to provide curbside collection services to a sizable portion of the City of Montreal. The contract required 38 trucks and E360S had six (6) months between contract award to contract commencement which took place on November 1st, 2023, to procure and ensure all trucks were available. All trucks were on site well prior to contract commencement and made available for driver training and collection dry runs.



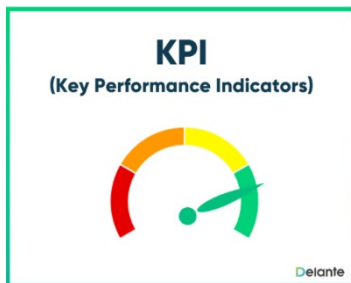


E360S will use Smartsheet to track all aspects of The Town’s implementation as mentioned in the table above. Upon award we will expand on the actions outlined to ensure a smooth transition on January 2, 2025

We will centralize all project information and resources, Smartsheet provides our team and external stakeholders with a robust plan that will ensure all collection vehicles are delivered on time, staffing and facilities are in place before the commencement of the contract.

As outlined should E360S experience any delivery delays on the collection vehicles we can pull vehicles in from other collection contracts and/or rent vehicles in the short term.

Performance Management Program



E360S is proactive in our operational planning through the analysis of Key Performance Indicators (KPIs) which aid in the identification of areas for improvement, help to predict performance, and push our continual improvement goals.

Daily review of the KPIs points the manager to what crews need additional support to ensure they operate in a safe and efficient manner while delivering services for The Town’s contract.

Specifically, we monitor the following:

- **Number of houses served on route** – looking for a certain number of houses served per hour. Should this number be below expectation the Operations Manager will complete a route review to see what is challenging the driver.
- **Route completion time** – E360S strongly believes there needs to be a work life balance so all routes are designed to be no more than 11 hours per day. If the route takes longer than expected the Operations Manager will sit with the driver and review the GPS data to see what can be adjusted to bring the overall service time down or, if necessary, invest in another collection vehicle & driver
- **Workplace injuries and accidents** – We expect all our employees to work in a safe manner. The routes are designed to be completed with ample time for breaks, delays and unforeseen incidents, there is no need to rush and no job so urgent it cannot be completed safely.
- **Staff absenteeism** – Operations Manager will create a daily line-up sheet in advance of the route’s run date to ensure adequate staffing is in place. We maintain 10% more drivers than required to cover vacations, sick days, and unforeseen absences. This process allows us to monitor trends with specific drivers and address them before they become a problem.
- **Number of contaminated loads** – E360S will be investigating all contaminated loads – specifically we will be looking at each route to isolate the issue. Should a specific route become a problem and is consistently causing contaminated loads the Contract and/or Operations Manager will pre-drive the route to identify the culprit(s), apply the OOPs stickers. Should a particular resident become an ongoing issue we will work with The Town to determine next steps.

Staff Absenteeism

When it comes to staff absenteeism E360S recognizes the need for ongoing recruitment while working on The Town’s contract as we will inevitably have turnover despite our best efforts. E360S addresses staff absenteeism in with proactive preplanning each day to ensure we have the necessary staffing level to service all scheduled routes. Where necessary, we pull drivers from other routes to ensure the Town of Drumheller’s services are completed.

Secondly, we will always be recruiting as the Operations Manager, along with our recruiting team ensure that we maintain a large enough employee pool to address the inevitable event of an employee absence (scheduled or unscheduled), and we have replacements to maintain service levels.

All new hires will go through the same onboarding process as those who start with the contract to ensure the continuity of service. We will onboard our collectors and staff who will provide services to the collection as detailed in our Start-Up Plan prior to contract commencement. They will all be trained in the specific RFP, material handling and processing, health and safety policies and procedures of the services to be delivered. These training sessions will review in detail all contract specific requirements and obligations so that all E360S employees will be aware of the exact performance requirements expected of them and our company.

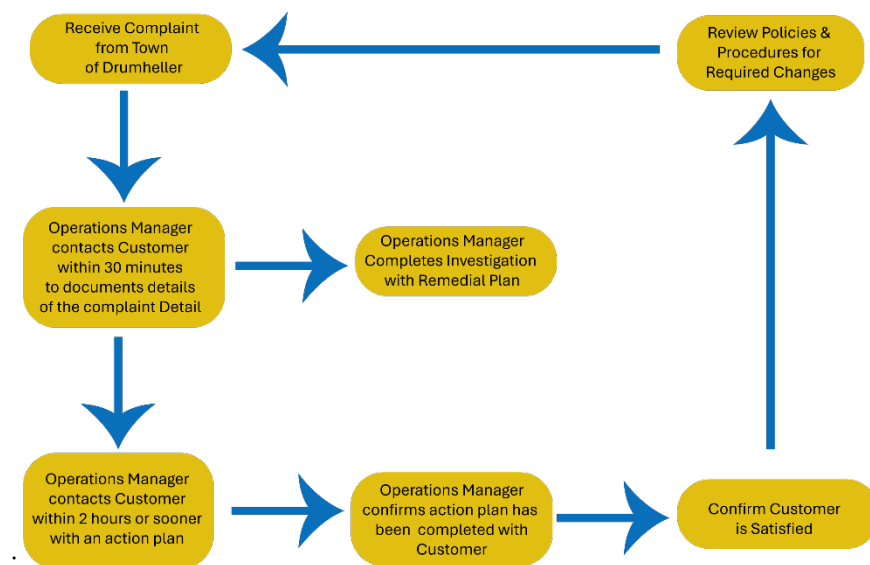


Customer Complaint Process and Service Request

E360S prides itself on customer service and the quality of our operations. We encourage feedback from the public and document all formal compliments, complaints, service requests, or inquiries with our operations. Furthermore, we recognize that the customers and their experience with our pick-up service reflect directly on The Town, and as such their needs must be understood and attended to.

The Town will be provided with direct contact information for our dispatch team, which is monitored by a team of five including our Operations Manager. Concerns requiring attention and remediation will be shared with the Operations Manager. The Operation Manager will be tasked with following up with the driver to assess the situation and responding to the concern and inquiries in real time to ensure the issues are rectified. These issues will be catalogues and reported to The Town.

E360S takes complaints or concerns extremely seriously and treats them as an incident with respect to addressing the issue, assessing the root cause, preparing, and executing a remedial plan, documenting the learnings, and following up to confirm all parties are satisfied. A flowchart of our procedure which starts and ends with the customer is as follows.



E360S has experienced remarkable success with the attitudes, work ethic, and dedication of our employees. However, in the unlikely event that an employee is not meeting the Town's (or E360S's) standard, a corrective action plan will be implemented by E360S's operations team. If issues persist, the employee will be removed from the operation.

All compliments and complaints will be formally documented in a formal Incident Report which will be copied to the Town and kept on file. We utilize an Incident Report as E360S considers a complaint to be a serious occurrence. Engagement of the Town in any remedial activity will occur as required. Each inquiry will include a review of procedures to look for opportunities for continual improvement and to be shared with the rest of our team.

The Town will be provided with direct contact information for the Operation Manager as well as two contingency contacts (General Manager & Dispatch) in case of emergency. Furthermore, E360S does have a 24-hour emergency response line (1-833-4SPILLS or 1-833-477-4557).

All requests from the Town to the Operations Manager will receive a response within a maximum of two hours of receipt on business days. Any items requiring rectification will be addressed and completed within 24 hours unless otherwise stipulated by the Town.

Incident Weather

In the instance of incident weather, constant communication will be made between our operational staff and the Town in real-time.

If the road or working conditions are mutually determined unsafe for work, we will ask our drivers to safely return to our facility and any missed services will be recovered as soon as it is safe to do so.

The recovery plan would begin by mitigating the number of missed services by getting the regularly scheduled services reinstated as soon as possible. E360S would identify the number of missed services and collaborate with specified Town staff on recovery options and timelines.



Options could include working outside previously specified hours or adding additional service days. Additional staff and equipment will be assigned to the recovery efforts until all services have been completed. E360S will coordinate the timelines with The Town to inform the residents of the plan.

Heavy Waste Volumes

E360S has a reputation for continually surpassing our customers' expectations by providing safe and reliable collection services while protecting the environment of the community we serve.

If there are heavy volumes of collectible materials at curbside the Operations Manager will develop a plan to ensure the material is cleared before the end of the day.

This could include, but not be limited to, re-assigning routes where the collectible material is lighter and or having the Operations Manager go on the road in a collection truck. Any decisions made will ensure all stops are completed for the day and incidents will be recorded and included in the weekly report.

E360S's proposal does consider seasonal increases for which we will increase the number of trucks on the road to account for these fluctuations where needed.

Source of Service Disruptions

Vehicle Breakdowns

Response time to collection vehicle breakdowns would be immediately evaluated by our team of drivers, dispatch, and Operations Manager to determine if a replacement vehicle or service vehicle needs to be dispatched to the breakdown site.



Immediacy in analyzing and rectifying the breakdown and ensuring the resumption of collection is our highest priority. E360S has spare trucks and drivers in place for this contract (approximately 10% more) to ensure we can handle vehicle and equipment breakdowns.

Depending on the nature of the problem and lost time, we would dispatch and utilize our spare collection vehicles to assist with collection services. For collection vehicles that cannot be repaired in the field we have established relationships with dedicated tow companies who can service all vehicle classes, weights, and towing circumstances.

Whatever the issue, the E360S team will work collaboratively to adjust routes – if necessary, to ensure all routes are completed by the end of the day. In the rare case where there might be an issue completing the days route E360S will contact the Town of Drumheller by no later than 3:00 PM with the areas yet to be serviced and the associated recovery plan.

Collection Performance

Overfilled Carts



If a container is overfilled, the driver will attempt to complete the service, including the excess material and place a tag on the cart indicating that it was overfull. The driver will get a picture of the bin, note the address, and notify our dispatch team. These details will be captured in the weekly service summary to The Town.

We will work with The Town to refine this process if there is an increase of incidents in particular zones, or at particular times of the year.

Late Set Out

When a cart is missed for not being placed out the driver will make a note of the missed address, photograph the locations, and notify the customer service team.

If the cart was determined to be placed out and missed by the driver E360S will ensure that the material is collected by the end of day.

Should The Town receive a call where the bin was set out late E360S will endeavor to get the bin picked in the same day where feasible, otherwise we will collect the bin the next day with The Town's consent.



Missed The Trash Day?

Parking

If the service cannot be completed due to vehicles blocking cart access the driver will notify our dispatch team either by text or on their work tablet, sharing the location of the cart, address, pictures, and any other pertinent details.



Where necessary, dispatch will notify the Operations Manager for further instructions and the incident will be recorded and included in the weekly report. A tag will be left on the cart to communicate the issue with the customer for educational purposes. If this is a recurring concern at the same location it will be reported to The Town for further action.

The driver may still be able to service the carts in these scenarios by manually moving the cart to an accessible area, their goal is to complete as many services as possible.

Cart Damage



The assigned E360S driver(s) will communicate any damages to dispatch and the Operations Manager.

Where possible they will service the cart, completing the service, so the residence has an empty cart available. They will note whether the cart was damaged upon arrival or damaged during the process of servicing the cart and supply photographs where available.

E360S will work the Town to determine the best approach to cart repairs.

Exceptions and Clarifications

Identify all exceptions or clarifications.

Upon successful award of the contract to E360S we will provide the Town of Drumheller with:

- Security – bonding, certified cheque, or irrevocable letter of credit from a recognized financial institution in the amount of 50% of the contract value for the first year.
- WCB Certificate of Account in Good Standing
- Insurance certificates matching the requirements in the RFP.

E360S has no exceptions or require any clarifications with respect to the Memorandum of Agreement as set out in Attachment A in the RFP.

Innovation and Value Added

Specify all value-added activities or innovative ideas. Could include economic, social, or environmental initiatives that benefit the Town as an organization, as a community or within the program being presented.

A strong partnership is forged by going above and beyond the bare minimum expectations outlined in a service agreement. As an organization we would find ways to contribute to the community outside of the regular services. With help and input from The Town we would identify events that we could participate in or sponsor. Some examples of things we have done in the past that may be advantageous to The Town:

- Donate money or services to special events, we've provided services for little leagues, tournaments, rodeos, and other community initiatives.
- Volunteer time to partake in golf tournaments, sit open houses, stuff Christmas hampers, perform cart audits with Town staff upon request, contributing trucks to drive in parades, and speaking to classrooms about the importance of recycling right, and the like...
- Provide a forensic audit performed by our recycling processing plant which helped identify granular analytics for a Town aiming to increase their diversion capabilities.
- Consulted with local law enforcement to aid in communicating illegal activities

There are many ways E360S can and will support our partners, which is critical to fostering valuable working relationships and engagement with residents and our company. We would gladly consider any other ideas or suggestions The Town may deem valuable.

Cost of Services

Please complete the Schedule of Prices charts. All fees, charges, expenses etc. to provide the proposed service will be identified through the rates identified in the Schedule of Prices. All rates and charges must be aligned with the proposed services provided.

We have completed the Schedule of Prices charts, and they can be found as an uploaded document in Bids &Tenders. Attachment 1 reflects our Annual increase option as outlined in Appendix D in the RFP documents. E360S has selected Option 1: Simple Percentage Increase.

Attachment 2 is E360S Consent of Surety.

Reporting

Provide an example of what daily, weekly, and monthly reporting formats that will be provided to the Town of Drumheller.

Trucks will be weighed following the service of each of the 5 residential zones and commercial routes once identified. Trucks will not combine loads in order to give an accurate representation of materials collected by zone.

Additionally, our operations and dispatch team will catalogue service issues for full reporting to The Town. This shall be an accounting of requests and their outcomes, complaints, any operational issues, inventory, resolutions and completed tasks. Weights and issues will be recorded daily and sent at week's end to The Town for review. Issues requiring attention before week's end will be addressed in real-time and all issues requiring mitigation or resolution will be shared.

The format and data can be adjusted to meet The Town’s expectations and criteria. We would provide one worksheet that would capture all the relevant weight material, backed up by scale tickets and routing dates where necessary.

RESIDENTIAL WASTE	WEIGHT PER SERVICE (MT)					Monthly Total (MT)
	1	2	3	4	5	
1	6.14	6.36	5.78	6.69	5.88	30.85
2	4.23	4.99	3.86	5	4.67	22.75
3	8.82	7.71	7.89	8.01	7.66	40.09
4	5.88	6.14	6.36	5.79	6.02	30.19
5	2.86	3.14	2.99	2.58	3.09	14.66
COMMERCIAL WASTE	0	0	11.12	0	8.1	19.22
COMMERCIAL RECYCLING	4.7	0	5.2	0	3.7	13.6

> January February March April May June July +

A second worksheet capturing service issues and details will be provided with a summary of services missed and completed throughout the week. These are tabulated monthly on the last week’s report as well.

Title	Address	Issue	Status	Date reported	Zone #	Notes	Completed	Images	Follow Up Required
Rich Guy	867 Bankview Drive	Damaged Bin	Completed	1/11/2025	2	Driver noted broken wheel upon arrival, was able to service, took photo and left tag. Shared with Town for repair	PENDING	YES	YES
Al Macinnis	203 10 Ave SE	Bin Not Out	Not Complete	1/13/2025	4	Bin not out at 8:55 AM. Took photo, unable to service	YES	YES	NO
Gordon Bamford	1210 6 AVE E	Customer Called in, missed collection	Completed	1/14/2025	4	Dispatch alerted that cart was missed, contacted driver. Driver unable to get bin due to blocked vehicle, returning at end of route.	YES	NO	NO

7 resi waste carts not serviced originally, 4 recovered, 3 outstanding. 3,097/3,100 completed services.
 3 damaged carts reported and communicated to Town, scheduled for repair
 Zone 2 collection day not completed due to weather, fully recovered Wednesday

Attachment 1 – Appendix D – Drumheller

Appendix D: Annual Increase (Choose ONE Only)

Each awarded item will be increased annually based on chosen multiplayer. Options are as follows:

Option 1: Simple Percentage Increase. If the proponent wishes to choose this option each rate will increase annually (January 1) by a set percentage.

OPTION 1 (check this box if option 1 is your preference)	<input checked="" type="checkbox"/>
Annual Percentage Increase:	2.5

Option 2: Simple Dollar Increase. If the proponent wishes to choose this option each rate will increase annually (January 1) by a set dollar amount.

OPTION 2 (check this box if option 2 is your preference)	<input type="checkbox"/>
Annual Dollar Increase:	

Attachment 2 – Surety Information

2.4.1 Consent of Surety

Consent of Surety Company

Should it be required, we, the undersigned Surety Company, do hereby consent and agree to become bound as sureties in both a Contract Performance Bond, each for the amount of **\$375,000.00** ~~Three Hundred Seventy-Five Thousand---XX/100~~. Canadian Dollars (50 percent of the first year 12-month contract amount) for the fulfilment of the Contract for the works named in the annexed specifications, which may be awarded to:

Environmental 360 Solutions (Alberta) Ltd.

for: RFP Solicitation #: 2023-063 - Solid Waste Collection 2025-2029

at the prices set forth in the attached Tender, which Bonds we understand are to be filed with the Owner within FIFTEEN (15) calendar days of the awarding of the Contract.

We hereby further declare that our Company is legally entitled to do business in the Province of Alberta and has its business address in Alberta and/or we have a representative agent with an address in the Province of Alberta.

We further state that our Company is worth over and above our present liabilities the amount herein set forth.

**AXIS Reinsurance Company
(Canadian Branch)**

Name of Company

Per:

Per:

Jessica Campbell, Attorney-in-Fact

August 1, 2024

Date

Attachment 3 – Key Personnel Resumes

Jordan Lister, Vice President of Solid Waste (AB)

Environmental 360 Solutions Ltd.

PROFESSIONAL EXPERIENCE

Over the past 17 years Jordan has been recognized for successfully motivating management and staff to achieve their goals while fostering innovative work environments. Specializing in ensuring implementation of, and exceeding industry safety standards. Dedicated to learning, growing, and succeeding in the waste management industry, Jordan boosts morale by resolving issues, increasing customer satisfaction, and driving overall operational improvements.

Jordan oversees the collection, disposal, and recycling, for all of Alberta. In addition to identifying bid opportunities Jordan supports organizational growth through goal-setting and operational excellence. He will continue to oversee the solid waste operations division, including the execution of this contract and its deliverables. This will include reviewing the team's performance through site visits, key performance indicator reviews, and engagement with the contract.

Prior to joining E360S, Jordan held the following positions:

- ❖ **Senior District Manager** Nov 2013 – Apr 2023
Waste Management of Canada Corporation, Calgary Alberta

- ❖ **Route Manager** Sept 2007 – Nov 2013
Waste Management of Canada Corporation, Calgary Alberta

- ❖ **Dispatcher / Driver** Apr 2007 – Sept 2007
Waste Management of Canada Corporation, Calgary Alberta

TRAINING & CERTIFICATIONS

Further to Jordan's extensive experience, he maintains the following credentials:

Bachelor of Science – Major in Biology and Minor in Psychology
Acadia University, Wolfville Nova Scotia

Business Management Essentials Program
University of Alberta, Calgary Alberta

Dale Carnegie Course
Dale Carnegie, Calgary Alberta

ED TAHA, General Manager (Southern Alberta)

Environmental 360 Solutions Ltd.

PROFESSIONAL EXPERIENCE

Ed Taha currently serves as the General Manager for E360S in Southern Alberta, based out of Calgary. He is a waste collections and management specialist with over 20 years' experience in operating a waste collections businesses. Ed is a respectful and a respected professional with exceptional knowledge of developing strategic plans for service excellence.

As General Manager, Ed is responsible for ensuring the safe and compliant collection of a variety of solid waste streams generated from residential, commercial, and industrial activities. This includes the provision of competent personnel, well-maintained equipment, and any other resources required to successfully perform material handling and removal.

Prior to joining E360S, Ed held the following positions:

- ❖ **Owner / Operator**
Garbage Good Guys, Calgary, AB
- ❖ **Project Coordinator**
Shaw Communications, Calgary, AB

TRAINING & CERTIFICATIONS

Further to Ed's extensive experience, he maintains the following credentials:

- ❖ **CET - Process Piping and Design**
Southern Alberta Institute of Technology (SAIT)

Associations

- ❖ The Association of Science & Engineering Technology Professionals of Alberta (ASET)

Mark Dyer
Business Development Specialist – Western Canada Municipalities & Public Sector

Environmental 360 Solutions Ltd.

PROFESSIONAL EXPERIENCE

Mark is a dedicated and results-driven Business Development Specialist with a proven track record of success in identifying sales and business growth opportunities, dedicated account management, and implementing new business development processes and procedures.

An effective leader and communicator with strong attention to detail, excellent time management skills, and well-developed teamwork abilities. Mark provides customers with real and transparent, consultative solutions by resolving issues, improving customer experience, and driving overall operational improvements.

Mark oversees the collection, disposal, and recycling, for all Western Canada Municipalities & Public Sectors at E360S, in addition to identifying bid opportunities Mark will assist mid-level sales and managers with setting goals and objectives for the E360S organization.

Prior to joining E360S, Mark held the following positions:

- ❖ **Account Executive** 2019 - 2023
Waste Management of Canada, Calgary, AB

- ❖ **Business Development Representative** 2017 - 2019
Highwood Equipment Technologies, Calgary, AB

- ❖ **Commercial Accounts Sales Associate** 2012 - 2017
Enmax Corporation, Calgary, AB

TRAINING & CERTIFICATIONS

Further to Mark’s extensive experience, he maintains the following credentials:

- Dale Carnegie Leadership Courses**
- ❖ Leadership Training for Managers
 - ❖ Lead Change Effectively
 - ❖ Strategic Planning Essentials
 - ❖ Time Management

David Skowronski, Operations Manager

Environmental 360 Solutions Ltd.

PROFESSIONAL EXPERIENCE

Dave is an experienced Supervisor with years of hands on experience leading teams of drivers and dispatchers and effectively communicating with customers. He has a track record of proactively providing solutions and successful customer service while ensuring on-time deliverables. Dave has a proven ability to mentor and motivate team members with excellent communication and training abilities.

Prior to joining E360S, David held the following positions:

- ❖ *Commercial Operations Supervisor* 2019 - 2022
GFL Environmental, Calgary, Alberta

- ❖ *Commercial Front End Loader* 2009 - 2019
Various (GFL Environmental, Waste Connections, Miller Waste Systems)

- ❖ *Heavy Equipment Operator I* 2008 - 2009
General Labour – Fer-Pal Infrastructure, Toronto

- ❖ *Sales / Service Representative* 2006 - 2008
Jay Carter Roofing, Newmarket ON

- ❖ *Crew Leader* 2002 - 2005
T. Simpson Roofing, Newmarket ON

Certifications

- ❖ Smith System Driver Safety Training Course (2017)
- ❖ Commercial Driver – Alberta – 2023/12/08

Alyssa Tomblin, Health & Safety Coordinator

Environmental 360 Solutions Ltd.

PROFESSIONAL EXPERIENCE

Alyssa Tomblin currently serves as the Health & Safety Coordinator for E360. She is a dedicated health and safety coordinator with over 5 years of experience and commitment to public health and community awareness with a demonstrated propensity for community engagement and program development.

Alyssa's E360S responsibilities are as follows:

Alyssa will be responsible for supporting the Facility from a health & safety standpoint. While safety is the responsibility of EVERYONE in the company, she will ensure that documentation is formalized, procedures are regularly reviewed and followed, reporting is complete, and there is a focus on proactive efforts such as hazard identifications and risk assessments. She will be familiarized with the City's standards and ensure that E360S is aligned with those expectations.

Prior to joining E360S, Alyssa held the following positions:

- ❖ **HSE Administrator** 2016 - 2021
J. Coulson Construction Ltd, Red Deer, AB

- ❖ **Office Administrator** 2014 - 2016
J. Coulson Construction Ltd, Red Deer, AB

TRAINING & CERTIFICATIONS

Further to Alyssa's extensive experience, she maintains the following credentials:

ALBERTA OH&S LEGISLATION AWARENESS	FSR – FIRE EXTINGUISHER	CSTS 2020
PRINCIPLES OF H&S MANAGEMENT	WHMIS 2015 – TRAIN THE TRAINER	EXCAVATIONS & EXPOSING UTILITIES
LEADERSHIP FOR SAFETY EXCELLENCE	FIRST AID	ACSA AUDITOR TRAINING PROGRAM

service.

The current 2025 operating budget for residential Solid Waste Collection is \$234,500.00, the first-year rate for the new contract is \$262,000.00 which is an increase of \$27,500.00 for the 2025 operating year. Which is a 12% increase to the operating budget for solid waste for 2025.

RECOMMENDATION:

Infrastructure Services recommends the award of the Solid Waste Collection Contract to Environmental 360. Environmental 360 scored the highest of all submissions when Cost and Technical submissions were reviewed. Environmental 360 scored 2nd highest in Residential costs and 1st in Commercial costs. When year-over-year increases are taken into account Environment 360 is the clear choice of award.

STRATEGIC POLICY ALIGNMENT:

Awarding the contract to Environmental 360 allows for cost savings to both the Residents and Commercial businesses within the Town. All procurement procedures identified in the Purchasing Policy have been followed during this tender process.

COMMUNICATION STRATEGY:

A letter of award will be sent to the successful proponent, and letters of non-award sent to the unsuccessful proponents. Additionally, the tender results shall be published on the Bids&Tenders website.

MOTION:

That Council approves the award of a 5-year contract to Environmental 360 for both Residential and Commercial Solid Waste Collection within the Town of Drumheller.

Jason Warrack

Prepared by:
Jason Warrack
Capital Project Manager

Jared Brounstein

Reviewed by:
Jared Brounstein
Director of Infrastructure
Services

Approved by:
Darryl Drohomerski, C.E.T.
Chief Administrative Officer

	Recycle Bin Supply	Recycling - Disposal Unit Rate per Tonne	Recycling - Disposal Annual Cost	Residential Single pick-up rate	Residential Annual Total Cost	Roll Off Rental Cost 15m3	Roll Off Per Haul	Recycle Bins Monthly Rent	Recycle Bins Per Pick Up	Compactor Unit per Haul	Commercial 2.25 unit rate	Commercial 2.25 Annual Cost	Commercial 3 Unit Rate	Commercial 3 Annual Cost	Commercial 4.5 Unit Rate	Commercial 4.5 Annual Cost	Commercial 6 Unit Rate	Commercial 6 Annual Cost	Additional Pick Ups	On Call Rent & Pick Up
Environmental 360	\$245,820.00	\$0.00	\$0.00	\$1.60	\$262,080.00	\$100.00	\$120.00	\$30.00	\$25.00	\$120.00	\$27.93	\$265,781.88	\$28.90	\$275,012.40	\$30.85	\$88,231.00	\$32.80	\$93,808.00	\$28.90	\$58.90
Empringham Disposal	\$244,500.00	\$20.00	\$0.00	\$1.50	\$245,700.00	\$100.00	\$225.00			\$225.00	\$21.63	\$205,831.08	\$29.00	\$275,964.00	\$43.00	\$122,980.00	\$57.00	\$178,695.00	\$29.00	\$40.00
Collective Waste	\$285,000.00	\$30.00	\$22,495.00	\$2.25	\$368,550.00	\$100.00	\$400.00			\$500.00	\$24.00	\$228,384.00	\$32.00	\$304,512.00	\$48.00	\$137,280.00	\$64.00	\$183,040.00	\$52.00	\$82.00
Go Services Inc	\$270,150.00	\$0.00	\$0.00	\$1.90	\$311,220.00	\$75.00	\$375.00	\$25.00	\$17.50	\$475.00	\$21.95	\$208,876.20	\$31.25	\$297,375.00	\$39.50	\$112,970.00	\$51.50	\$147,290.00	\$31.25	\$70.00
Harvest Recycling	\$360,000.00	\$20.00	\$14,996.40	\$2.00	\$327,600.00		\$190.00	\$15.00	\$25.00	\$450.00	\$25.00	\$237,900.00	\$30.00	\$285,480.00	\$40.00	\$114,400.00	\$45.00	\$128,700.00	\$30.00	\$45.00
GFL Environmental	\$337,500.00	\$0.00	\$0.00	\$2.21	\$361,988.00	\$50.00	\$170.00		\$18.90	\$175.00	\$18.90	\$179,852.40	\$18.90	\$179,852.40	\$28.00	\$80,080.00	\$38.00	\$108,680.00	\$35.00	\$85.00

Total Residential Cost

Total Commercial Cost

Additional Pick Up

On Call

Roll Off

Compactor

Empringham Disposal	\$245,700.00	GFL Environmental	\$548,464.80	Environmental 360	\$28.90	Empringham Disposal	\$40.00	Environmental 360	\$120.00	Environmental 360	\$120.00
Environmental 360	\$262,080.00	Environmental 360	\$722,833.28	Empringham Disposal	\$29.00	Harvest Recycling	\$45.00	GFL Environmental	\$170.00	GFL Environmental	\$175.00
Go Services Inc	\$311,220.00	Harvest Recycling	\$766,480.00	Harvest Recycling	\$30.00	Environmental 360	\$58.90	Harvest Recycling	\$190.00	Empringham Disposal	\$225.00
Harvest Recycling	\$327,600.00	Go Services Inc	\$766,511.20	Go Services Inc	\$31.25	Go Services Inc	\$70.00	Empringham Disposal	\$225.00	Harvest Recycling	\$450.00
GFL Environmental	\$361,998.00	Empringham Disposal	\$783,470.08	GFL Environmental	\$35.00	Collective Waste	\$82.00	Go Services Inc	\$375.00	Go Services Inc	\$475.00
Collective Waste	\$368,550.00	Collective Waste	\$853,216.00	Collective Waste	\$52.00	GFL Environmental	\$85.00	Collective Waste	\$400.00	Collective Waste	\$500.00

Total Residential and Commercial Costs

GFL Environmental	\$910,462.80
Environmental 360	\$984,913.28
Empringham Disposal	\$1,029,170.08
Go Services Inc	\$1,077,731.20
Harvest Recycling	\$1,094,080.00
Collective Waste	\$1,221,766.00

**Solid Waste Collection Contract
RFP 2023-063**

Jul-24

Technical 50%

Proponent	Location	Type	Cost	Completeness of proposal		Depth and Breadth		Completeness of Program		Qualifications and Experience of Staff		Inclusion of Cost Measures		Communication/Education		Total Score	50% Rank Score	TOTAL POINTS
				Score 50%	Description	Score (1-5)	Description	Score (1-5)	Description	Score (1-5)	Description	Score (1-5)	Description	Score (1-5)				
Environmental360	Calgary	Residential	\$ 262,080.00	50.00	New trucks available	4	References included detailing similar active contracts	4	New trucks available	4	Jordan Lister - VP Alberta 17 years of experience	3	Performance Management Program	4	Residential Reach-out Program	22	55	105.00
		Commercial	\$95.88		All madatory conditions met in bid submission	4	Program Understanding included in bid submission	4	All relative information was provided in bid submission	4	Mark Dyer - Account Manager No experience noted	3	Spare trucks and drivers available to reduce downtime	4	Post Deployment Follow-up			
Empringham Disposal	Red Deer	Residential	\$ 245,700.00	53.33	All mandatory conditions of tender met	3	Run a winter tire program on all trucks	4	Some newer trucks available - washed weekly	4	Rio Empringham - Owner 2012 to today	2	Waste diversion strategies	2	Non-collection tags utilized	17	42.5	95.83
		Commercial	\$ 107.88		No staff background supplied (experience) Some additional operational information provided	3	Included program details and past experience	4	Various existing residential pick-up contracts in place	4	Greg Lytle - Sales Manager no experience provided	2	No annual increase noted	2	Monthly reporting			
Collective Waste	Calgary	Residential	\$ 368,550.00	35.56	No specific staff information provided	3	Alberta based, privately-owned	4	>100 trucks, 150 employees	4	No individual staff information provided	1	Risk Mitigation Strategies included	4	Introduction to Collective via printed material	20	50	85.56
		Commercial	\$ 120.00		Full quality control management program	3	Currently provide services to 170,000 residential units	4	Residential and Commercial collection plan included	4		1	Residential waste reduction planning	4	QR codes for resident communication updates			
Go Services Inc	Red Deer	Residential	\$ 311,220.00	42.11	All mandatory conditions of tender met	4	Alberta based, privately-owned	4	Program fully understood	4	Greg Labranche - Sales Rep	3	Waste diversion strategies	3	Monthly and Annual waste reporting	20	50	92.11
		Commercial	\$ 105.58		Related references included	4	Secondary disposal site included	4	Optional curb side recycling program included	4	Terrance Grise - Operations 9 years	3	Continuous improvement noted	3	Dedicated customer support team			
1790445 Alberta Ic	Calgary	Residential	\$ 327,600.00	40.00	Proposal is vague compared to others	2	15 years of company experience	3	Program fully understood	4	Rick Logue - Manager	1	one-bin method	2	Dedicated email address for concerns	15	37.5	77.50
		Commercial	\$ 106.25		Includes interesting proposals, based solely on recycling program	2	Secondary disposal site included	3	Optional curb side recycling program included	4		1	recycle bags provided to customers	2	Public relations and educational programs			
GFL Environmental	Rocky View County	Residential	\$ 361,998.00	36.20	All mandatory conditions of tender met	4	Professional submission, very detailed, by far the best	5	Current provider, program understood	3	No individual staff information provided	1	Residential collection costs higher than others	2	Quality assurance program with reporting	17	42.5	78.70
		Commercial	\$ 75.30		Full quality control management program	4	Canada-wide service provider	5	Residential collection costs much higher than others	3		1	Commercial collection costs lower than others	2	Monthly reporting to Town			

Environmental 360 - 5th year residential cost = \$289287.28
 Empringham - No annual increase percentage noted
 Collective Waste - 5th year residential cost = \$414,806.27
 Go Services - 5th year residential cost = \$360,595.18
 1790445 Alberta Inc - No annual increase percentage noted
 GFL - 5th year residential cost = \$457,014.13

* Commerical cost calculation = average commercial unit rate charge
 E360 yr 5 = \$105.83
 GFL yr 5 = \$95.06