

**BYLAW NO. 1707/2011
OF THE TOWN OF REDCLIFF
IN THE PROVINCE OF ALBERTA**

BEING A BYLAW OF THE TOWN OF REDCLIFF IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE MAINTENANCE OF A SYSTEM FOR THE COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE AND OTHER WASTE AND THE LEVYING OF RATES AND CHARGES THEREOF.

WHEREAS, the Municipal Government Act being Chapter M-26 of the Revised Statutes of Alberta, 2000, and amendments thereto, provides for the passing of a Bylaw by a Municipal Council to establish rules and regulations for the collection and disposal of **Garbage** and refuse from the households, places of business and institutions within the **Town**;

AND WHEREAS provision is made for a Council to establish rates for the collection, removal and disposal of **Garbage**.

NOW THEREFORE, the Council of the **Town** of Redcliff, in the Province of Alberta, duly assembled, hereby enacts as follows:

1. Title

1.1 This Bylaw may be referred to as the "**Garbage Rates and Collection Bylaw**" of the **Town** of Redcliff, and come into force on the 1st day of January, 2012.

2. Interpretation

2.1 For the purposes of this Bylaw:

- a) "**Ashes**" means the residue left after the combustion of any substance.
- b) "**Authority**" means the Redcliff/Cypress Waste Management **Authority**.
- c) "**Automated Collection**" means a method of collection of **Garbage** and **Other Waste** by which a specially equipped vehicle may mechanically pick up and empty a specifically designed **Bin**.
- d) "**Bin**" means a container used for the storage of **Garbage** and **Other Waste**, that being a metal container with hinged lids. All such containers utilized within the **Town** must be to the satisfaction of the **Public Services Director**.
- e) "**Bylaw Enforcement Officer**" means the **Bylaw Enforcement Officer** duly appointed by the Council of the **Town**.
- f) "**Cart**" means a container used for the storage of **Garbage** and **Other Waste**, that being a container with hinged lids and equipped with wheels for the purposes of transporting it to and from the curb of the **Dwelling** or **Other Premises** utilizing it.
- g) "**Collector**" means the **Person** or **Persons** appointed by the **Town** for the purpose of collecting **Garbage** and **Other Waste**.
- h) "**Council**" means the Municipal Council of the **Town** of Redcliff.

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- i) **"Due Date"** shall mean the date on the billing that all rates, fees, and charges are due and payable.
- j) **"Dwelling"** means any Premises, including the land upon which Premises are located, used or intended to be used for residential purposes within the **Town**.
- k) **"Dwelling Unit"** means a self contained unit provided with sleeping, washing, and cooking facilities, intended for residential use.
- l) **"Garbage"** means all table and kitchen refuse, all waste foods whether of animal or vegetable origin, grass clippings, and other like putrescible waste or decomposing matter and includes broken dishes, tins, or other refuse which the **Owner** or possessor thereof does not wish to retain or is not retained for any useful purpose, **but does not include Prohibited Waste**.
- m) **"Highway"** means any thoroughfare, street, road, trail, avenue, parkway, viaduct, **Lane**, alley, square, bridge, cross way, or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles and includes:
- a sidewalk (including a boulevard portion thereof).
 - a ditch lying adjacent to and parallel with the roadway.
 - the area where a **Highway** right-of-way is contained between fences or between a fence and one side of the roadway, all of the land between the fence and the edge of the roadway, or as the case may be,
- but does not include:
- a place declared by the Lieutenant Governor in Council not to be a **Highway**.
- n) **"Lane"** means a public roadway which provides a secondary means of direct access to abutting lots.
- o) **"Nuisance"** means any act or deed, or omission, or thing, which is, or could reasonably be expected to be annoying, troublesome, destructive, harmful, inconvenient, unsanitary, unsightly, unsafe or injurious to another **Person** and/or his property.
- p) **"Other Premises"** means all premises other than Dwellings, including the land upon which the premises is located, which is used for other than residential purposes.
- q) **"Other Waste"** means non-putrescible waste or non-decomposing matter which the **Owner** or possessor thereof does not wish to retain or is not retained for any useful purpose, **but does not include Prohibited Waste**.

- r) **"Owner"** means the registered **Owner** or an occupant having control or apparent control of a **Dwelling** or **Other Premises**.
- s) **"Person"** shall mean a natural **Person**, body corporate, proprietor, association, society, or partnership.
- t) **"Private Bin"** means a container used for the storage of **Garbage** and **Other Waste**, that being a metal container with hinged lids and which is owned by a private individual or company who has a signed contract with the **Town** of Redcliff for pickup of the **Bin** . All such containers utilized within the **Town** must be to the satisfaction of the Public Services Director.
- u) **"Prohibited Waste"** means:
 - (i) liquid wastes, dead animals or dead animal parts, petroleum products, industrial residue, discarded furniture, automobile parts, major appliances, sod, concrete, soil, inflammable waste, explosive waste;
 - (ii) biological waste, hazardous waste, pathological waste and radioactive waste as defined pursuant to the Public Health Act and its regulations; and
 - (iii) other materials, the collection of which are potentially dangerous to collection Personnel.
- v) **"Public Services Director"** means the Public Services Director, properly designated by the **Council** of the **Town**
- w) **"Town"** means the Municipal Corporation of The **Town** of Redcliff.
- y) **"Waste Collection Services"** means the services provided pursuant to this Bylaw.

2.2 For the purpose of this Bylaw the following classifications of refuse shall be used:

- a) **Garbage**
- b) **Other Waste**
- c) **Prohibited Waste**

2.3 For the purpose of this Bylaw the following classification of Premises shall be used:

- a) **Dwelling**
- b) **Other Premises**

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3. Authorization of Management

- 3.1 The **Public Services Director** is hereby authorized to do all things necessary in order to fulfil their responsibilities and duties under this Bylaw, including entering into administrative contracts with persons for the collection of **Garbage and Other Waste**.

4. General Prohibitions and Requirements

4.1 No Person shall:

- a) Interfere with the **Town's** collection and disposal of **Garbage and Other Waste** pursuant to this Bylaw.
- b) Impede or restrict access to the areas where a **Bin** is located permanently, or a **Cart** is to be placed temporarily for collection.
- c) Interfere with or disturb the contents of any **Bin** or **Cart** after it has been placed for collection.
- d) Relocate or alter in any way the placement of any **Bin**.
- e) Place refuse upon any **Highway**.

4.2 The **Owner** of a **Dwelling** or a **Other Premises** shall be responsible to:

- a) Prevent the accumulation of **Garbage** or **Other Waste** at that **Dwelling** or **Other Premises** such that the accumulation creates a **Nuisance**.
- b) Dispose of all **Garbage** and **Other Waste** in such a manner as to not create a **Nuisance**.
- c) Dispose of in a proper manner at an approved site any **Prohibited Waste** for which the **Town** does not provide for the collection and disposal.

4.3 **Owners of Dwellings** and **Other Premises** from which the Town is to collect **Garbage** or **Other Waste**, shall place any such **Garbage** or **Other Waste** in **Bins** and **Carts** as follows:

- a) For **Owners of Dwellings** by placing all **Garbage** or **Other Waste** for collection in a **Bin** or **Cart** provided by the **Town**.
- b) For **Owners of Other Premises** by placing all **Garbage** or **Other Waste** for collection in a **Bin** or **Cart** for collection either by the **Town** or by a licensed contractor that has the **Authority** of the **Town** to operate an **Automated Collection** refuse service within the **Town**.
- c) Cutting all shrubbery and tree clippings in lengths of not more than one (1) metre in length and place them in **Bins** or **Carts** provided.

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- d) Depositing all **Garbage** in non-returnable plastic bags and placing them in **Bins** or **Carts** provided.
 - e) Depositing all **Other Waste** directly into the **Bins** or **Carts** provided.
- 4.4 No **Owner** shall place any **Garbage** or **Other Waste** for collection where the material or the method of its packaging may be hazardous to the **Collector**.
- 4.5 No **Owner** or occupant of any **Other Premises** shall deposit any **Garbage**, **Other Waste** or any refuse in any **Bin** or **Cart** other than a **Bin** or **Cart** that has been provided exclusively for that particular **Other Premises**.
- 4.6 No **Person** shall deposit any **Garbage** or **Other Waste**, the origin of which is from outside the **Town** in any **Bin** or **Cart** located within the Municipal boundaries of the **Town**.
- 4.7 No **Person** shall deposit any **Prohibited Waste** in any **Bin** or **Cart**.
- 4.8 All **Bins** and **Carts** provided by the **Town** are and remain the property of the **Town**. No **Person** shall at any time move, remove or locate any **Bin** or **Cart**, except at the directions of the **Town**, or in accordance with section 4.5 above.

5. Duties of Collectors

- 5.1 **Collectors** shall replace emptied **Bins** and **Carts** in approximately the same location where picked up.
- 5.2 **Collectors** shall not pick, sort over, or remove any waste from the collection vehicle or the **Bins** or **Carts** except as directed by the **Public Services Director**.
- 5.3 The **Public Services Director** shall schedule the collection of **Garbage** and **Other Waste** pursuant to this Bylaw. Generally, such collection shall be once per week at a day and time determined by the **Public Services Director**.
- 5.4 Except for where special arrangements have been made with the **Public Services Director** the **Town** shall not be responsible for the collection of refuse other than **Garbage** or **Other Waste**.
- 5.5 Where a **Dwelling** or **Other Premises** is not served by a **Lane** or where other special conditions exist such as unimproved **Lanes**, or steep grades, that make collection impractical or hazardous, then the **Town** may:
- (a) determine that the collection location of a **Bin** is at some place other than a **Lane**; or
 - (b) provide a **Cart** for the purpose of depositing **Garbage** and **Other Waste**. Any such **Cart** shall be delivered to the front curb and placed by the **Owner** prior to 8:00 a.m. on the Collection Day in a manner prescribed by the **Public Services Director**. After the contents of the **Cart** have been removed by the **Town**, the **Owner** shall, prior to 8:00 p.m. on the Collection Day, return the **Cart** to the **Dwelling** or **Other Premises**.

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6. Transportation

- 6.1 A **Person** shall not use or permit to be used any vehicle for the conveyance or storage of waste unless such vehicle is fitted with a suitable cover capable of preventing the dropping, spilling or blowing off of waste while it is being transported or stored.

7. Collection of Garbage and Other Waste from Dwellings:

- 7.1 Unless the **Dwelling** is otherwise exempt the **Town** shall collect **Garbage and Other Waste** from the **Dwelling**, and shall provide **Garbage Bins**, or **Carts** for all **Dwellings**. The **Town** shall assess collection levies for this collection in accordance with Section 11 below.
- 7.2 In situations where the **Owner** of a multi-unit **Dwelling** has made a written contractual arrangement with an approved contractor for the collection of **Garbage and Other Waste**, prior to Bylaw 943/91 coming into force on January 1, 1992, any such **Owner** may upon providing the **Town** with copies of contractual arrangements and upon the **Town's** consent, be exempt from the levies charged pursuant to this Bylaw until the final date of any contractual arrangement has expired.
- 7.3 In situations where the **Owner** of a **Dwelling** carries on a Home Occupation use, as defined in the **Town's** Land Use Bylaw whether or not the **Owner** has obtained an appropriate development permit, then if in the **Public Services Director's** opinion the waste and other refuse generated at the **Dwelling** is excessive then the **Town** may provide the **Dwelling** with a greater size and/or number of **Bins** or **Carts**, and shall assess collection levies for this collection at rates equal to those imposed under Schedule "A" upon **Owners** of **Other Premises** receiving similar services.
- 7.4 Where a premises contains one or more **Dwellings**, and one or more **Other Premises**, the **Public Services Director** may, upon application by the **Owner** of the **Dwelling**, exempt the **Dwelling** from provision of **Waste Collection Services** as well as relevant rates. The **Owner** of the **Dwelling** shall apply for the exemption pursuant to Schedule "B".

8. Collection of Garbage and Other Waste from Other Premises

- 8.1 The **Town** may enter into a contract with **Owners** of **Other Premises** for the collection of the whole or part of their **Garbage and Other Waste** within the **Town**.
- 8.2 **Owners** of **Other Premises** may select sizes of **Bins** and **Carts** at the applicable monthly pick-up rates as offered by the **Town** and enter into an agreement as per Schedule "C" of this Bylaw for collection services. The selection of the size of **Bin** shall be for a minimum 12 month period commitment in order for the **Town** to plan for orderly development of the system.
- 8.3 **Owners** of **Other Premises** shall pay consideration for such contracts, as set out in Schedule "A".

9. Burning

- 9.1 No **Person** shall burn any waste unless such burning is in accordance with the **Town of Redcliff Burning Bylaw**, as amended, and Provincial and Federal laws.

10. Other Considerations

- 10.1 All **Garbage** and **Other Waste** placed for collection pursuant to the terms of this Bylaw becomes the property of the **Town**.

11. Collection Levies and Rates

- 11.1 Effective January 1, 2012, the **Town** shall levy on each **Dwelling**, such rates for **Waste Collection Services**, as set out in Schedule "A" of this Bylaw, unless that **Dwelling** is otherwise exempt. The **Owner** is responsible for paying this levy when billed on a monthly or bi-monthly basis.
- 11.2 In the event a utility invoice:
- a) remains unpaid on the 21st day following the due date, there shall be added thereto by way of penalty, an amount which shall be two and one half percent (2 ½ %) of the unpaid current utility invoice. The said penalty shall be added to and shall form part of the unpaid utility invoice
 - b) remains unpaid on the 31st day following the due date the **Town of Redcliff** shall issue a disconnection notice which shall notify the user that the service may be discontinued on the date specified in the disconnection notice; however that date shall not be less than 10 days after the mailing date of the disconnection notice.
- 11.3 **Waste Collection Services Charges** rendered pursuant to section 7, 8 or 11 in default shall constitute a debt owing to the **Town** which may be recovered.
- a) By action in any court of competent jurisdiction, or
 - b) By distress and sale of goods and chattels of the **Person** owing such rates or charges wherever they may be found in the municipality, or
 - c) Where the occupant is the **Owner** or purchaser of a building, a lot, or part of a lot, the sum payable by him for such rates or charges are a preferential lien and charge on the building or lot or part of a lot and on the personal property of the debtor and may be levied and collected in like manner as municipal rates and taxes are recoverable, or
 - d) Where the occupant is a **Person** other than the **Owner** or purchaser of the building or lot, or part of a lot the sum payable by the occupant for such rates or charges is a debt due by him and shall be a preferential lien and charge on his personal property and may be levied and collected with costs by distress.



- 11.4 Errors or omissions relating to utility billing may be adjusted to a maximum of six (6) bi-monthly billings.

12. Interpretation

- 12.1 Nothing in this Bylaw shall be deemed to supersede or repeal the provisions of The Regulation of Burning Bylaw of the **Town** of Redcliff, as amended and the Nuisance Bylaw, as amended.
- 12.2 Except as expressly provided herein, nothing in this Bylaw shall be deemed to supersede or contradict relevant Provincial or Federal laws including legislation, regulations, and permits granted there under and, where provisions of this Bylaw are inconsistent with the relevant Provincial and Federal laws, those provisions under this Bylaw shall be of no force and effect.
- 12.3 If any provision of this Bylaw is declared or held to be invalid, that provision shall be deemed to be severed, and the remainder of the Bylaw shall remain in force and effect.

13. Penalties:

- 13.1 Any **Person** who contravenes any provision of this Bylaw is guilty of an offence and is liable upon summary conviction to a fine of:
- a) Not less than \$50.00 and not more than \$500.00 for a first offence; or
 - b) Not less than \$100.00 and not more than \$1,000.00 for subsequent offenses;
- 13.2 No **Person** found guilty of an offence pursuant to this Bylaw shall be liable to imprisonment.
- 13.3 Any **Person** who contravenes any provision of this Bylaw is guilty of an offence and may be issued a Violation Tag in a form acceptable to the **Town** with a penalty amount of \$50.00 for each offence.
- 13.4 Prosecution under the Provincial Offences Procedures Act may be avoided if payment of the penalty is made to the **Town** as specified on the Violation Tag.
- 13.5 For a continuing offence, each day may be considered a new offence, and a proceeding under the Provincial Offences Procedure Act may be commenced and a Violation Tag may be issued for each day that the violation continues.

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14. Miscellaneous

14.1 Bylaw No 1679/2010 is hereby repealed on January 1, 2012.

READ a first time this 12 day of December 2011.

READ a second time this 12 day of December 2011.

READ a third time this 12 day of December 2011.

PASSED and **SIGNED** this 13 day of December 2011.



MAYOR



MANAGER OF LEGISLATIVE AND LAND SERVICES

TOWN OF REDCLIFF
BYLAW 1707/2011
SCHEDULE A - RATES

As provided for under Section 12 the following levies shall be charged by the **Town** for the collection and disposal of **Garbage** and **Other Waste** in the **Town**.

Dwellings

For each **Dwelling Unit** within a property there shall be charged the following monthly rates for **Garbage** and **Other Waste** pick-up and disposal:

\$ 7.86 per unit.

\$ 6.54 per unit (8 units and over)

Other Premises

Other Premises shall be required to have separate **Garbage Bins** and or **Carts** to be for their use exclusively.

Town OWNED Bins

3 cubic yard **Bin** or **Bins** (each) \$52.33 per month

1.5 cubic yard **Bin** or **Bins** (each) \$33.72 per month

Sign On Fee

Owners or occupants requiring garbage service from the Town of Redcliff are required to pay a sign on fee of \$5.00.

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**TOWN OF REDCLIFF
BYLAW NO. 1707/2011
SCHEDULE "B" - APPLICATION FOR EXEMPTION**

Date: _____

I/We _____ being the
(Applicant's Name(s) - please print)

(Owner, occupant, lessee, purchaser or authorized Person(s))

located at _____ hereby apply to be exempted from
(Civic Address)

Waste Collection Service Charges by the Town of Redcliff at the above Location effective
_____ 20____.

(Note: Effective dates prior to the 15th of any month shall be prorated and charged 50% of the remaining period of any given month. Effective dates after the 15th of any month shall be prorated and charged 100% of the full monthly rate for any remaining period.)

The Town may, at its discretion, upon seven (7) days written notice, cancel this application and charge rates provided for in the Garbage Bylaw as amended.

This application is not transferable.

Expiry Provision

The application for extension shall automatically expire on _____, 20____.
(*Note: Expiry provision is to be used in conjunction with Section 7.2.)

Signature (Applicant)

Signature Public Services Director or designate

Handwritten initials/signature

**TOWN OF REDCLIFF
BYLAW NO. 1707/2011
SCHEDULE "C" - APPLICATION FOR Bins (Other Premises)**

I _____ do hereby apply to the **Town** of Redcliff to
(Applicant name - please print)

have the **Town** supply to my place of business,
(Business name)

being located at _____, the use of _____ **Bins** of
(Civic Address) (number)

the following size(s) _____, _____, _____ to be used solely for the collection of **Garbage**
and **Other Waste** originating from the above specified place of business.

I hereby commit to paying charges as levied pursuant to the Garbage Bylaw for a minimum period of one twelve (12) months from the first billing period assessed by the **Town**. I understand that within this period I may request the **Town** to provide additional **Bins** at the rates specified in the Garbage Bylaw however at no time within the specified twelve (12) month period shall I have the option of having an alternative as to the herein applied for **Bin** size(s). This being conditional to the Public **Services Director** approval.

Application date: _____, 20____.

Effective date: _____, 20____.

Utility Sign on Application Number

Signature (Applicant)

Signature (Public Services Director or Designate)
(signifying **Town's** acceptance)

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