

BEING A BY-LAW OF THE VILLAGE OF CLYDE IN  
THE PROVINCE OF ALBERTA FOR THE REMOVAL AND  
DISPOSAL OF GARBAGE, REFUSE AND ASHES AND TO  
SET THE RATES THEREOF.

WHEREAS, under the provisions of Section 7, Municipal Government Act, Chapter M-26, R.S.A. 2000, and amendments thereto, the Council may pass a by-law for the establishment of municipal services;

WHEREAS, in accordance with good financial management to cover the costs of providing garbage collection services to its residents, non-for profit organizations and religious entities, the Village of Clyde wishes to establish a fee structure for such services;

NOW THEREFORE, the Municipal Council of the Village of Clyde in the Province of Alberta, duly assembled, HEREBY ENACTS AS FOLLOWS:

- i. This by-law may be cited as the “Garbage Collection and Disposal By-Law”.

**SECTION 1.0 – DEFINITIONS**

- 1.1 “Account holder: means any owner, occupant, lessee or tenant or any other person in charge of any building or other dwelling used or intended for use as residential premises including a multiple family dwelling but excluding commercial, industrial and institutional premises; but also includes person or persons authorized to act on behalf of a non-for profit organization or a religious entity.
- 1.2 “Ashes” means the residue of any substance used as fuel.
- 1.2 “Billing Period” means monthly billing for utility services
- 1.3 “Blue Bag” means the Recycle program.
- 1.4 “Container” in the instance of Waste it is the roll-cart system container, in the instance of Blue Bag recycles, it is the container/blue bag in which the recycle material is contained.
- 1.5 "Householder” means any owner, occupant, lessee or tenant or any other person in charge of any building or other dwelling used or intended for use as residential premises including a multiple family dwelling but excluding commercial, industrial and institutional premises.
- 1.6 “non-profit organization” means a society registered under the Agricultural

Societies Act, or the Societies Act, or the Canadian Not-for-Profit Act and is established for a purpose other than to make a profit.

- 1.7 “Owner” means the assessed Owner of the land.
- 1.8 “Person” includes a firm or corporation.
- 1.9 “Recyclables” generally accepted materials for recycling defined in Schedule “B” including flattened cardboard and box board, milk jugs and cartons, newsprint, tins, and marked plastics, but excluding wet materials.
- 1.10 “Religious entity” means a religious facility and used chiefly for divine service, public worship or religious education.
- 1.11 “Residential Premises” means any site including any building erected thereon that is used or intended for use for residential purposes including both single family and multiple family dwellings.
- 1.12 “Service Provider” means the person, persons, company(s) or corporation(s) authorized by the Village to collect, remove and dispose of Waste and Recycle.
- 1.13 “Village” means the Village of Clyde.
- 1.14 “Waste” means all normal refuse and waste which results from the operation of a household and shall, without restricting the generality of the foregoing, include paper, packaging materials, waste for the preparation of food, rags, as well as ashes from wood burning appliances. It shall not include recyclable materials, rubble and other waste from construction or demolition, dead animals, human feces, automobiles or other machinery, waste from institutional, industrial or commercial premises, or hazardous, explosive or toxic materials.
- 1.15 “Yard Waste Compost” means leaves, grass clippings, dead flowers or plants, clean wood chips, hedge clippings and pine needles.
- 1.16 “Yard Waste” means branches 4 feet or less in length and brush 4 inches or less in diameter.

**NUMBER and GENDER REFERENCES** – All references in this Bylaw will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

**SECTION 2.0 – GENERAL PROHIBITIONS**

- 2.1 Waste and Recyclable collection services shall be provided to all residential, non-profit organizations and religious entity premises.
- 2.2 Waste and Recyclable collection services shall be provided to residential, non-profit organizations and religious entity premises where feasible. The decision on waste and recycle collection to these units will be at the discretion of the Chief Administrative Officer or designate. Criteria will include but not limited to; the physical feasibility of the placement of the Container.
- 2.3 No person shall collect, dispose of or remove waste or recycle except in accordance with the provisions of this by-law.
- 2.4 No person other than a householder or a person authorized to act on behalf of the non-profit organization or religious entity or the service provider shall open any Container or in any way disturb the contents thereof or handle, interfere with or disturb any waste or recycle put out for collection or removal.
- 2.5 No person shall be permitted to scavenge through the waste or recycle material from any account holder.
- 2.6 No person shall deposit any dead animal, manure, excrement, waste, refuse, recycle, liquid waste or other filth upon or into any street, service lane, alley, highway, ditch, water course or onto any land except with the written consent of the Village.
- 2.7 All pet related feces and cat litter must be packaged and enclosed in plastic bags and placed in the Container.
- 2.8 Needles, sharp objects or broken glass must be packaged in a puncture proof container to allow for safe transport.
- 2.9 No person shall place, permit to be placed, or mix any of the following materials for removal:
  - a) Any highly combustible or explosive waste, including, without restricting the generality of the foregoing, such materials as hot ashes, ignitable waste, or toxic materials;
  - b) Any compound that may be considered dangerous or hazardous under the provisions of any other legislation whether Provincial or

Federal;

- c) Luminescent gas filled tubes;
- d) Building materials and construction waste;
- e) Dead animals or animal parts;
- f) Unwrapped wet waste.

2.10 No person shall operate within the Village a vehicle transporting waste, garbage or refuse unless the waste, garbage or refuse is completely enclosed or securely covered or secured so as to prevent any portion of the waste, garbage or refuse from falling off of or out of the vehicle while in transit.

### **SECTION 3.0 – WASTE CONTAINER**

- 3.1 The Service Provider will provide, to each Account Holder, one (1) numbered Container which will be assigned to, and remain with, the Account Holder until removed by the Service Provider or Village. Additional Containers are available for a fee as described in Schedule “A” attached hereto as amended from time to time.
- 3.2 If a Householder of a Residential Premises moves from that property the Container must remain with the assigned property.
- 3.3 If a Container becomes lost, damaged, or is removed by the Account Holder, that Account Holder shall be responsible for replacement cost of the Container.
- 3.4 Owners are responsible for the assigned Container being used by tenants who are renting or leasing the premises.
- 3.5 The Account Holder is responsible for the care and cleaning of the Container.
- 3.6 The Service Provider will be responsible for the regular maintenance of the Container such as replacement of wheel, as well as any damage which may be caused by the Service Provider carrying out the process of Waste collections.
- 3.7 The Service Provider shall retain ownership of the Container at all times.

**SECTION 4.0 – COLLECTION AND DISPOSAL**

- 4.1 All Account Holders shall at all times ensure that Waste is kept within the Container provided for that purpose and not allowed to spill over or accumulate on any land or street adjoining public or private property.
- 4.2 The Account Holder shall place the Container as close as possible to the travelled portion of their front street, but not on a sidewalk or in such a location as to interfere in any way with vehicular or pedestrian traffic providing a minimum of one (1) meter clearance on all sides of the Container and in a timely manner for the regular schedule.
- 4.3 Any Waste not in the Container shall not be picked up by the Service Provider.
- 4.4 Waste that requires special handling such as tires, large auto parts, furniture, white goods, or any renovation or construction Waste, or toxic hazardous Waste shall not be placed in the Containers, and if placed in the Containers, it shall not be picked up by the Service Provider.
- 4.5 Containers are not to be put out for collection more than twenty four (24) hours before collection time.
- 4.6 Containers are to be removed from the street/avenue within twenty four (24) hours of collection.
- 4.7 Collections of Waste shall be made by the Service Provider on such days at such times as the Village may appoint and the Service Provider shall have the right to enter at all convenient times such portions of all premises within the Village as may be required for the purpose of performing his collection, removal and disposal duties.
- 4.8 The Village shall at any time and from time to time enter into a contract or contracts with any person, firm, company or corporation for the collection, removal and disposal of the whole or any part of the Waste accumulated within the Village, or may provide for the collection, removal and disposal of Waste by the use of equipment and employees of the Village.
- 4.9 The Village may, by written notice, require the removal of any accumulation of the types of Waste, or any accumulation of dirt, stones, old implements, automobiles, iron or other rubbish from roads, lanes or other private or public property within the Village by serving upon the householder, proprietor or other person responsible for the deposit of

same such written notice outlining the removal requirements.

**SECTION 5.0 - RECYCLABLES**

- 5.1 The Service Provider will provide a Blue Bag Recycle pickup.
- 5.2 Recycling materials will be identified by being contained in a blue semi-transparent Recycling bag and shall be restricted to the materials as set out in Schedule "B" attached;
- 5.3 The pickup location for the Blue Bag program will be the front curb.

**SECTION 6.0 – YARD WASTE**

- 6.1 The Village of Clyde has a yard waste compost and a yard waste site (hereinafter referred to as the "waste site") located at 4810-56 Avenue next to the Public Works Shop. Each site is marked accordingly and the Village may choose to discontinue one or both sites at any time.
- 6.2 The Village of Clyde waste site will be open from April 15 of each year to October 31 of each year.
- 6.3 Waste drop off is open to Village of Clyde Residents only. Proof of Residency may be required. Non Residents will be deemed a trespasser.
- 6.4 There will be no charge for use of the site.
- 6.5 Contractors are not permitted to dump waste.
- 6.4 There will be absolutely no dumping of any other materials/garbage. Failure to comply is in contravention of this By-Law and will be subject to fines as per Section 9.0.

**SECTION 7.0 – RATES AND FEES**

- 7.1 Every person, firm or corporation being an occupant, registered owner or purchaser entitled to possession under an agreement for sale of property or any other Account Holder which is served by waste, garbage and refuse collection services of the Village shall pay charges for the collection, removal and disposal of garbage, refuse and waste material in accordance with the rates established in Schedule "A" as amended from time to time attached to and forming part of this by-law.

- 7.2 All accounts with the Village, under this by-law shall become due and payable in the same manner as the water and sewer services bill, with the waste service fee being added to the said water and sewer bill. The fees will be charged whether the services are being used or not.
- 7.3 In default by the property owner or other Account Holder of payment of the said charges, the amount of such sums in default shall be a charge against the property in respect of which the service was provided and such charge shall be subject to the same penalties and collectible by the same manner as other taxes levied by the said Village.
- 7.4 That, in default of payment by an occupant receiving waste service, the amount of the sums in default may be collected by the Village by whatever means available.
- 7.5 The Owner of residential lands or premises or other Account Holder may remove the waste or recyclables from the lands or premises at their own expense, and employ other person(s) for such purpose, but such action shall not relieve the Owner or other Account Holder of this liability to pay the Village fees levied under this Bylaw for removal of waste and recyclables.

### **SECTION 8.0 – LANDFILL PERMITS**

- 8.1 The Village of Clyde is a partner in the Westlock Regional Waste Services Commission which operates a Regional Landfill facility located at NE 27-59-26-W4.
- 8.2 All site users are to follow all the policies and procedures of the Westlock Regional Waste Services Commission.
- 8.3 Residents must obtain a Residential Landfill Permit at the Village of Clyde Administration Office before accessing the landfill. The landowner must sign off on all Permit Applications. Residential Land Fill permits allots 500kg free per permit per year. Tipping fees above the allotted amount will be charged in accordance with Schedule "A" attached hereto as amended from time to time.
- 8.4 Commercial Landfill Permits will be provided directly from Westlock Regional Waste facility and invoiced by the Westlock Regional Waste Services Commission for any charges associated with the permit.
- 8.5 In default by the property owner of payment of the said charges, the amount of such sums in default shall be a charge against the property in

respect of which the service was provided and such charge shall be subject to the same penalties and collectible by the same manner as other taxes levied by the said Village.

### **SECTION 9.0 – OFFENCE and PENALTY**

Any person who contravenes or fails to comply with any provision of this Bylaw is guilty of an offence and is liable to a fine of not less than \$125.00, and not more than \$10,000.00 or imprisonment for a term of not more than one year, or both.

Notwithstanding the foregoing, the minimum fine payable in respect of a contravention of this Bylaw for any offence is \$250.00.

A contravention of this Bylaw constitutes a separate offence in respect of each day or part of a day on which it continues. A person guilty of such offence is liable to a fine in an amount not less than that established by this bylaw for each such day. No proceedings may be instituted under this Bylaw more than 6 months after the last occurrence of the alleged offence.

Notwithstanding the foregoing, the minimum fine and specified penalty payable in respect of a second or subsequent contravention of the same section of this Bylaw committed within twenty-four (24) months shall be double the minimum fine and specified penalty of the previous offence, up to a maximum penalty of \$10,000.00.

### **SECTION 10.0 – VICARIOUS LIABILITY**

In this Bylaw, employees, employers, principals, and agents, are each severally liable and each guilty of the offence for any contravention of or any failure to comply with this Bylaw committed in the course of employment or in the course of the agent's exercising powers or performing duties on behalf of their principal. When a corporation contravenes or fails to comply with this Bylaw, every principal, director, officer, manager, employee or agent of the corporation who authorized, assented to, acquiesced, or participated in the act or omission that constitutes the offence is severally liable and guilty of the offence.

In this Bylaw, the legal and beneficial owners of any land are each severally liable and each guilty of the offence in the tenant(s), lessee(s), or occupier(s) of such land contravene or fail to comply with this Bylaw in relation to such land.

In this Bylaw, the operator and the owner(s) of any vehicle are each severally liable and each guilty of the offence if either of them contravenes or fails to comply with this Bylaw in relation to any such vehicle. In this section, "owner" has the same definition as is used in the *Traffic Safety Act*, RSA 2000, cT-6, and all amendments thereto.

### **SECTION 11.0 – VIOLATION TAGS**



Any Designated Officer or Peace Officer in that Officer's sole discretion, is hereby authorized and empowered to issue a Violation Tag to any person whom the Officer has reasonable and probable grounds to believe has contravened or failed to comply with any provision of this Bylaw. In this Bylaw, "Peace Officer" shall have the same definition as contained in the *Provincial Offences Procedures Act*, RSA 2000, c P-34 and all amendments thereto.

A Violation Tag may be issued to any person either:

- a) Personally;
- b) By placing a copy of the Violation Tag upon a vehicle registered to such person; or
- c) By mailing a copy to such person by registered or ordinary mail to their last known mailing address.

A Violation Tag shall be in a form approved by the Village of Clyde and shall include:

- a) The name of the person;
- b) The date upon which the offence was committed;
- c) The section number(s) of this Bylaw which were contravened;
- d) The appropriate specified penalty or minimum fine for the offence as prescribed by this Bylaw;
- e) The time within which the entire penalty must be paid to the Village of Clyde; and
- f) That if payment is not received within the time permitted by such Violation Tag, there shall be an administrative surcharge of \$20.00, or 20% of the specified penalty, whichever amount is greater.

If payment is received by the Village of Clyde within the period of time permitted by any such Violation Tag, no information or Violation Ticket may be issued against the same offender for the same offence.

Except where a Violation Tag has been paid as prescribed herein, nothing in this Bylaw shall limit an Officer's discretion to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*, RSA 2000, c P-34 and all amendments thereto, or instead lay an Information pursuant to the *Criminal Code*, RSC 1985, c C-46 and all amendments thereto, at any time within 6 months of the last occurrence of the offence, regardless of whether or not a Violation Tag has been issued.

Any Officer, in that Officer's sole discretion, is authorized to issue a Violation Ticket which permits the voluntary payment of the fine or specified penalty indicated thereon in the manner specified by the *Provincial Offences Procedure Act*, RSA 2000, c P-34, and all amendments and regulations thereto.

Any fine or penalty imposed upon conviction for any offence occurring within the Village of Clyde ensures to the benefit of the Village of Clyde.

**SECTION 12 - VALIDITY**

- 12.1 By-Law No. 2017-02 and amendments thereto are hereby repealed.
- 12.2 The invalidity of any section, clause, sentence or provision of this Bylaw shall not affect the validity of any other part of this Bylaw, which can be given effect with such invalid part or parts.

**SECTION 13 – AMENDMENTS**

Council may, by Bylaw alter, amend or repeal any or all of the Schedules, which form part of the Bylaw and will provide the Account Holders with a ninety (90) day advance notice of any rate changes shown on Schedule “A”.

**SECTION 14 – EFFECTIVE DATE**

This by-law shall take full force and effect upon signing in accordance with Section 213, *Municipal Government Act*, Statutes of Alberta 2000.

***READ A FIRST TIME THIS 8th DAY OF APRIL A.D. 2019.***

***READ A SECOND TIME THIS 13<sup>th</sup> DAY OF MAY A.D. 2019.***

***READ A THIRD TIME THIS 13<sup>TH</sup> DAY OF MAY A.D. 2019.***

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**MAYOR, CHRISTA CLAUSING**

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**CAO, Ron Cust**

**SCHEDULE “A”**

**GARBAGE RATES**

EFFECTIVE: UPON THIRD READING OF BYLAW No. 2019-02

In accordance with good financial management to cover the costs of providing garbage collection services to its residents, the Village of Clyde hereby establishes the following fee structure for the said service:

<u>CLASS</u>	<u>RATE MONTHLY</u>
1. Residential - Single Family Dwelling All single family dwelling residential premises shall include but not limited to self contained units, town houses, manufactured homes and multi-family dwellings.	\$15.63
2. Non-Profit Organizations	\$15.63
3. Religious Entities	\$15.63
4. Recycling Charge	\$3.00
5. Landfill Fees	

Landfill fees for Village of Clyde residents who take waste to the Landfill will be charged \$.15 per kilogram after 500 kilograms in every calendar year. The first 500 kilograms are at no charge.

**SCHEDULE "B"**

Acceptable recycling materials and placement at the front curb as accepted by the Westlock Regional Waste Services Commission, namely:

**Cardboard**

- Boxboard (cereal, beer, pop boxes, etc.)
- Corrugated cardboard (boxes with a ruffled or grooved pattern inside)
- Furnace, furniture, air conditioner boxes
- Paper towel tubes
- toilet paper tubes
- brown paper bags
- clean paper plates
- egg cartons (cardboard only)

**Newsprint**

- Newspapers/Flyers/Junk Mail
- Journals
- Magazines/Catalogues (Sear's, Canadian Tire, Chatelaine, etc.)
- Brown envelopes (with or without plastic windows)
- Paperback books/Hard cover books
- Telephone books
- File folders/Duo Tangs
- Colored paper
- Stickers
- Construction paper
- Tan packing paper
- Calendars/Posters
- Gift wrap paper
- Pictures

**White Office Paper**

- Office paper
- Writing/lined paper
- Notebook paper
- Legal Paper
- Fax paper
- White packing paper
- White Envelopes (with or without plastic windows)
- White Shredded paper

## #1 – #7 Plastics (Solid Plastics)

All Plastic containers with a #1 to #7 on the bottom, rinsed please  
Some examples of these food and non food solid plastics are:

- Shampoo, conditioner bottles
- margarine tubs
- Laundry soap and fabric softener containers
- Liquid soap containers
- Salad dressing containers
- kitty litter containers, etc
- vinegar jugs
- Plastic milk jugs marked are refundable at the Bottle Depot

## Tin/Aluminums

- All food/non food tin or aluminum cans
- Tin foil
- Metal pie plates/trays
- Empty non-hazardous aerosol cans
- with lids & labels
- lightly rinsed