

A BYLAW OF THE VILLAGE OF INNISFREE for the purpose of regulating, controlling and maintaining a system for the collection, removal and disposal of solid waste within the Village of Innisfree.

**WHEREAS**, pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26, and amendments thereto, authorizes a Council to pass bylaws for the purposes of regulating, controlling and maintaining a system and setting rates for the collection, removal and disposal of solid waste within the Village of Innisfree.

**AND WHEREAS**, pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26, and amendments thereto, authorizes a Council to enact a bylaw respecting the matter of public utilities;

**AND WHEREAS**, waste management is defined as a public utility in the said statute;

**AND WHEREAS** it is deemed expedient by the Council of the Village of Innisfree to pass a bylaw for waste collection and disposal within the Village of Innisfree.

**NOW THEREFORE** the Municipal Council of the Village of Innisfree, duly assembled, enacts as follows:

**1. General:**

**1.1** This bylaw may be cited as the "Village of Innisfree Solid Waste Bylaw."

**1.2** The services provided by the Village shall be provided pursuant to the terms, conditions and provisions of this Solid Waste Management Bylaw, the contents of which shall be binding upon and form part of an agreement between the Village and any Person who receives the services.

**2. Definitions:**

In this bylaw:

**2.1 Acceptable solid waste** shall mean mixed household and commercial solid waste (including trash, refuse and garbage) that has the characteristics of non-hazardous solid waste normally produced by residences, stores, other commercial premises, schools and offices, provided that under no circumstances shall Acceptable Solid Waste include waste which is:

**2.1.1** liquid, radioactive, reactive, ignitable, corrosive, pathological, acidic, or otherwise defined as hazardous by federal, provincial or local municipal bylaws, regulating or orders, or,

**2.1.2** waste material that requires special handling;

**2.2 Animal and Agricultural Wastes** shall mean manures, crop residues, animal offal such as carcass waste and entrails and other materials obtained from agricultural pursuits, stables and other such premises;

**2.3 Approved Receptacle and Receptacle** shall mean a sturdy metal, wood or plastic container capable of reliability holding up to 20 kg of contents when lifted, with a capacity of between 60 litres and 100 litres being in good condition which has been manufactured for the purpose of containing refuse and which is waterproof and equipped with two fixed handles and a lid or cover which will prevent animals or birds from gaining access to the contents thereof; or, may be a constructed wood or other materials enclosure which is equipped with a top or cover which will prevent animals or birds from gaining access to the contents thereof.

**2.4 Ash or Ashes** means the residue of any substance or material remaining after the substance has been burned, whether such substance has been completely burned or not;

**2.5 Bag** means a container having a capacity of between 60 litres and 100 litres and as described in the definition of Approved Receptacle under this bylaw;

**2.6 Bulky Waste** shall mean large items of refuse including appliances, furniture, automobile parts, large containers, tree cuttings exceeding 1 metre in length or 5 centimeters in diameter and any other bulky material in excess of 1.2 metres in length or 23 kilograms in weight;

**2.7 Business** shall mean any Business, trade, profession, industry, occupations, employment or calling and the providing of goods and services within the Village of Innisfree;



- 2.8 **Chief Administrative Officer and CAO** means the Chief Administrative Officer of the Village of Innisfree and includes any person authorized to act for or in the name of the Village of Innisfree;
- 2.9 **Collection** shall mean the removal of Garbage from an Approved Receptacle to a disposal location whether such removal is done by the Municipality or a contractor under contract to the Municipality;
- 2.10 **Collection Day** shall mean the day or days on which waste is regularly collected from specific premises;
- 2.11 **Collector** means any person authorized by the Village to collect, remove and dispose of waste pursuant to this Bylaw;
- 2.12 **Construction and Demolition Waste** shall mean waste building materials and rubble resulting from construction, repair, remodelling, or demolition activities and shall include tree stumps, earth, sand and stone;
- 2.13 **Council** shall mean the Municipal Council of the Village of Innisfree;
- 2.14 **Dwelling Unit** means a complete building or self contained portion of a building intended for the domestic use of one or more individuals living in a single housekeeping unit, with cooking, eating, living, sleeping and sanitary facilities but does not include condominiums, hotels, hospitals, motels, mixed use developments or institutional facilities;
- 2.15 **Enforcement Officer** means any Peace Officer or Bylaw Enforcement Officer;
- 2.16 **Hazardous Goods** means any substance which is capable of causing bodily harm to any person handling or coming in contact with such substance which requires special handling because of health, safety or environmental concern;
- 2.17 **Innisfree Waste Landfill** means an area designated by the Village where the public may bring and deposit specified types of waste material;
- 2.18 **Lane** means a roadway located at the rear or any property and shall include all the land from the property line on one side of such roadway to the property line on the opposite side of said roadway;
- 2.19 **Lawn and Garden Refuse** means grass cuttings, leaves and twigs less than one (1) inch in diameter that is generated by the householder;
- 2.20 **Occupant** means any person who occupies a premise or land and, without restricting the generality of the foregoing, including every resident, tenant, owner or occupant of a residence and includes any individual;
- 2.21 **Peace Officer** means a Member of the Royal Canadian Mounted Police, a Community Peace Officer appointed by the Village of Innisfree pursuant to the provisions of the Peace Officer Act R.S.A. 2007, as amended or repealed and replaced from time to time, or Bylaw Enforcement Officer appointed by the Village, pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26 as amended or repealed and replaced from time to time.
- 2.22 **Person** means any business, or partnership, or firm, or body corporate, owner or occupant of a residence and includes any individual;
- 2.23 **'Provincial Offences Procedures Act'** means the *Provincial Offences Procedures Act*, R.S.A. 2000, c. P-34
- 2.24 **Solid Wastes** shall mean the useless, unwanted or discarded solid waste materials resulting from normal human activities including semi-liquid or wet wastes with insignificant liquid content to be free-flowing;
- 2.25 **Special Wastes** shall mean:
- 2.25.1 **Hazardous Wastes** consisting of any waste that may present a hazard to persons, flora, fauna or public lands including wastes of pathological, explosives, highly flammable, radioactive or toxic nature;

- 2.25.2 **Sanitary Wastes** consisting of any putrefiable waste that is capable of producing conditions that may present a hazard to health but not including kitchen wastes;
- 2.25.3 **Natural Wastes** consisting of tree stumps, soil, sand and stone and;
- 2.25.4 **Other Special Wastes** consisting of materials so designated by the Chief Administrative Officer from time to time;
- 2.26 **Tenant** means a Person who is not the Owner but who has legal possession of the Property to which a Utility Service is provided;
- 2.27 **Toxic and Hazardous Materials** shall mean any waste that may present a hazard to persons, flora, fauna or public lands including wastes of pathological, explosives, highly flammable, radioactive or toxic nature;
- 2.28 **Trade Waste** shall mean petroleum products, scrap metal, tires, machinery, vehicles and parts thereof;
- 2.29 **Unacceptable Garbage** shall mean Animal and Agricultural Wastes, Bulky Waste, Construction and Demolition, Trade Waste, Special Wastes, and Toxic and Hazardous Materials;
- 2.30 **Utility Bill** means a bill which sets out the fees levied by the Village on a monthly basis for utility services provided by the Village;
- 2.31 **Village and Village of Innisfree** shall mean the Village of Innisfree as certified for incorporation by the Province of Alberta on March 11, 1911;
- 2.32 **Violation Tag** means a tag or similar document issued by the Village pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time;
- 2.33 **Violation Ticket** means a ticket issued pursuant to Part 2 or Part 3 of the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended, or repealed and replaced from time to time, and any Regulations thereunder, as applicable;
- 2.34 **Waste Transfer Station or Transfer Station** means any transfer station facility designated by or, contracted to the Village, for solid waste disposal;
- 2.35 **Yard Rubbish and Yard Waste** shall mean prunings, grass clippings, weeds, leaves and general garden wastes, other than Solid Wastes, but does not include tree stumps, tree trunks, or sod;
- 2.36 Words importing the masculine gender only, include the feminine gender whenever the context so requires and vice versa;
- 2.37 Words importing the singular shall include the plural or vice versa whenever the context so requires.
- 3. Waste Disposal:**
- 3.1. Waste Collection services and applicable fees are compulsory for all residents and businesses within the Village; every Person who is granted Solid Waste Collection Services, shall pay the Village the monthly service charges as set out in the Master Rates Bylaw.
- 3.2. Except as otherwise provided under this Bylaw, the Village will not grant Solid Waste Collection Services to a Tenant of any property.
- 3.3. All Persons shall dispose of garbage in an Approved Receptacle by first placing it in an appropriate disposable bag/container in good repair, securely tied, with a maximum weight of 20 kg per bundle and/or a maximum length of 1.2 metres.
- 3.4. If a disposable bag/container that has been placed out for collection, becomes ripped or torn prior to its collection, or if Waste has spilled from the disposable bag or container during collection due to substandard material, the Person shall collect the spilled waste material. If the Person fails to collect the spilled Waste within forty-eight (48) hours, the Village reserves the right to remedy the situation and the costs incurred by the Village shall be a debt due and payable to the Village immediately upon invoicing.

- 3.5. No Person shall place, permit to be placed, or mix any of the following materials for collection:
- 3.5.1. any highly combustible, or explosive waste, including, without restricting the generality of the foregoing, such Materials as hot ashes, ignitable waste, motion picture film or toxic materials;
  - 3.5.2. any compound that may be considered dangerous or hazardous under the provisions of any other legislation whether Provincial or Federal;
  - 3.5.3. sharp objects or broken glass unless packaged to allow safe handling;
  - 3.5.4. luminescent gas-filled tubes, unless such tubes are encased in a container of sufficient size and strength to protect such tubes from breakage and thereby allowing safe handling;
  - 3.5.5. dead animals or animal parts; or,
  - 3.5.6. unapproved building materials.
- 3.6. Every Owner of an Approved Receptacle shall maintain such approved Receptacle in a serviceable and sanitary condition satisfactory to the CAO and shall ensure that such approved Receptacle is at all times accessible to agents of the Municipality.
- 3.7. Every Owner of an Approved Receptacle, shall provide a replacement Approved Receptacle when the CAO deems the existing Approved Receptacle to be worn or damaged beyond repair.
- 3.8. No Person shall leave waste of any kind accessible to domesticated or non-domesticated animals or birds.
- 3.9. No Person shall accumulate Garbage on his premises or allow Garbage to be accumulated on his premises.
- 3.10. Except as otherwise specifically provided for in this Bylaw, the Collection, removal and disposal of waste within the Village of Innisfree shall be under the supervision of the Municipality or its designated agents and no Person shall discard, dispose of or deposit waste anywhere in the Village except in such places and at such times and under such circumstances as the CAO may authorize.
- 3.11. The disposal of Unacceptable Garbage for General Collection shall be the sole responsibility of the Person controlling such Garbage and such Garbage shall not be deposited in Approved Receptacles and shall not be included in general Garbage Collection undertaken by the Municipality.

**4. Waste Disposal Sites & Waste Transfer Stations**

- 4.1. All persons utilizing a Waste Landfill or Waste Transfer Station shall obey all signs, posted regulations and directions of site attendants.
- 4.2. No person shall convey through any street in the Village, any Garbage whatsoever, except in vehicles or containers so constructed and arranged as to prevent the contents from falling on the streets and to protect the contents from flies and other insects and to control as much as practicable, the escape of any offensive odour.
- 4.3. No Person shall remove any Waste Materials, Recyclable Materials or other material from the Waste Landfill or Waste Transfer Station.
- 4.4. No Person shall ignite or cause to be ignited any Waste Materials, Recyclable Materials or any other material or part thereof at the Landfill or Waste Transfer Station.
- 4.5. No Person shall deposit any burning material or smoldering material at the Landfill or Waste Transfer Station.



- 4.6. No Person shall deposit in a Waste Landfill or Waste Transfer Station any materials not designated by posted signs or as per directives of the site attendants.
- 4.7. No Person shall deposit any materials at the Waste Landfill or Waste Transfer Station in a location not designated for the disposal of such materials, including but not limited to, the disposal of Waste Materials or Yard Waste Materials outside the gates or fence of a Waste Landfill or Waste Transfer Station or in the incorrect bins or containers for such materials.
- 4.8. The Village Waste Landfill is not open to the Public however, special requests for access to the Landfill may be permitted with the permission of the CAO or designate.
- 4.9. The Mannville and Ranfurly Transfer Stations' Hours of Operation may be established by the Regional Waste Transfer Station Committees and will be posted at each Station.
- 4.10. No Person shall deposit any Waste Materials or Yard Waste Materials at a Landfill or Waste Transfer Station outside the Hours of Operation of that site.
- 4.11. Bulky Waste, excluding trees and cardboard, must be transported to the Mannville or Ranfurly Transfer Station for disposal.
- 5. Administration:**
- 5.1. The current Fees and Charges applicable to Solid Waste Collection and Disposal Services provided pursuant to this Bylaw are as set out in the Master Rates Bylaw, which may be amended from time to time.
- 5.2. Utility Bills are intended to be issued on a monthly basis unless the Village determines that another billing frequency is necessary or desirable.
- 5.3. Payment on account may be made to the Village at such locations designated and under methods utilized by the Village from time to time. Payments must be received on or before the Due Date noted on the Utility Bill.
- 5.4. Payment of a Utility Bill is due on the last business day of the billing month. A Utility Bill shall be deemed sufficiently mailed if mailed by ordinary mail to the municipal address of the Owner and to a User of the Property receiving the Utility Services, as the case may be. In the event of non-payment:
- 5.4.1. A Utility Bill not paid by the Due Date will be considered in arrears and subject to late penalty charges, by way of a 2.5% penalty applied to the total of the unpaid Utility Bill. A further penalty of 2.5% will be applied upon the unpaid Utility Bill and Penalties accrued after 30 days.
- 5.4.2. The Village reserves the right to discontinue providing Utility Services where the Utility Bill is unpaid after 30 days. Upon disconnection, any outstanding utility account balance along with a reconnection fee as set out in the Master Rates Bylaw must be paid in full prior to the Village re-establishing the Utility Service Connection.
- 5.4.3. A sum payable, by the Owner of a Property, for the Utility Services supplied by the Village and all Rates, costs and charges imposed or loans made to him under Bylaw or resolution passed by Council are a preferential lien and charge to the Property and on the personal Property of the debtor and may be levied and collected in a manner as municipal Rates and taxes are recoverable.
- 5.4.4. At the discretion of the Village, and as provided for under Section 553 of the *MGA*, or its successor, an outstanding utility account balance may be transferred to the Property tax account of an Owner of a Property.

5.4.5. In the event of default in payment of any Utility Bill, the Village may, in addition to any other remedy available to the Village, enforce payment by action in a Court of competent jurisdiction.

5.4.6. An Administrative Fee as set out in the Master Rates Bylaw will be levied in the event that a transfer of a utility account balance to the Property tax account is deemed necessary.

5.4.7. A transfer of a utility account balance may be deemed necessary if the account remains in arrears for a period exceeding 120 calendar days.

5.5 The Village Council hereby delegates to the Chief Administrative Officer all those powers stipulated by this Bylaw to be exercised by the Village and all necessary authority to exercise those powers, excluding thereout, the power to set Utility Rates or enact bylaws, or do anything else reserved exclusively for Council pursuant to the provisions of the *MGA*.

**6. Enforcement:**

6.1. Any Person who violates, contravenes or breaches any provision or requirement of this Bylaw is guilty of an offense.

6.2. Any Peace Officer is hereby authorized to issue a municipal Violation Tag, or a Violation Ticket, pursuant to the provisions of Part 2 or Part 3 of the *Provincial Offences Procedures Act*, R.S.A. 2000, c. P-34 ("POPA"), or under the provisions thereunder, in regard to this Bylaw.

6.3. A municipal Violation Tag may only be issued for those offences for which a specified penalty is prescribed in this Bylaw. The municipal Violation Tag shall state the specified penalty prescribed, and set out the voluntary payment option available therefor.

6.4. Where a municipal Violation Tag is issued pursuant to the terms of this Bylaw, the Person to whom the municipal Violation Tag is issued may plead guilty to the offence by signing the municipal Violation Tag in the space provided thereon, and in lieu of being prosecuted for the offence in Court, may deliver the signed municipal Violation Tag, and a voluntary payment in an amount equal to the specified penalty for the offence, to the Village, in the manner specified on the municipal Violation Tag.

6.5. In those cases, where a municipal Violation Tag has been issued and the specified penalty provided therein has not been paid within the prescribe time, any Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to either Part 2 or Part 3 of POPA, as amended.

6.6. A Violation Ticket issued pursuant to the provisions of POPA, shall be served in the manner described in POPA. A municipal Violation Tag shall be served in any manner described in either Part 2 or Part 3 of POPA.

6.7. Nothing contained in this Bylaw shall prevent or prohibit the immediate issuance of a Violation Ticket pursuant to either Part 2 or Part 3 of POPA. Without restricting the generality of the foregoing, it is not mandatory to issue a municipal Violation Tag, prior to issuing a municipal Violation Ticket pursuant to the provisions of POPA.

6.8. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues, and a Person found guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each day upon which the offence occurs.

6.9. For the purpose of this Bylaw, an act or omission by an employee, acting in the course of their employment, is deemed to be an act or omission of their employer.

6.10. For the purpose of this Bylaw, an act or omission by an agent, acting in the course of their agency, is deemed to be an act or omission of the agent's principal.



- 6.11. A person who is guilty of an offence pursuant to this Bylaw is liable to pay a fine in an amount which is not to be less than FIVE HUNDRED (\$500) DOLLARS, and not more than TEN THOUSAND (\$10,000) DOLLARS, or to imprisonment of not more than SIX (6) MONTHS, for non-payment of a fine.
- 6.12. In addition, specified penalties as set out in Schedule 'C' attached hereto, are hereby established regarding the offences set out in Schedule 'C,' which forms part of this Bylaw.
- 6.13. Notwithstanding the specified penalties provided for in Schedule 'D' attached hereto, a Judge of the Provincial Court of Alberta, or any other Court, may increase the penalties provided for in Schedule 'C,' where the Court deems it appropriate to do so, having regard, among other things, to the gravity or consequences of the offence, or whether the offence has been repeated.
- 6.14. Voluntary payments, where allowed, for any offence not specified in Schedule 'A,' shall be as follows:
- 6.14.1. For a first offence, a specified penalty in the sum of THREE HUNDRED (\$300) DOLLARS;
- 6.14.2. For a second offence, a specified penalty in the sum of ONE THOUSAND (\$1,000) DOLLARS; AND,
- 6.14.3. For a third or subsequent offence, a specified penalty in the sum of ONE THOUSAND, FIVE HUNDRED (\$1,500) DOLLARS.
- 6.15 Notwithstanding s. 6 hereof, nothing contained within shall restrict the Village from pursuing such further or other remedies as may be prescribed by law related to those matters set out in this Bylaw.

**7. Severability Provision**

- 7.1. Should any provision of this bylaw be invalid, then such provision shall be severed and the remaining bylaw shall be maintained.

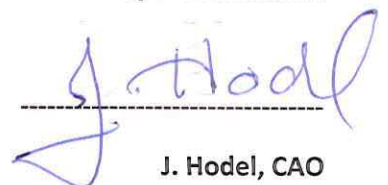
**8. Transitional**

- 8.1. Nothing in this Bylaw will operate to relieve any Person from complying with any Provincial, Federal or other Village law, order, regulation or Bylaw.
- 8.2. This Bylaw will come into force and effect after third reading and upon being signed.
- 8.3. This Bylaw, upon coming into force, shall repeal all previous Solid Waste Management Bylaws of the Village of Innisfree.

READ A FIRST, SECOND, AND BY UNANIMOUS CONSENT OF COUNCIL, A THIRD TIME AND FINALLY PASSED THIS 28<sup>th</sup> DAY OF JUNE, 2016.



Mayor D. McMann



J. Hodel, CAO

SCHEDULE 'A'

SPECIFIED PENALTIES

Offence	Section Number	Specified Penalty
Failure to clean up spilled waste	3.4	500.00
Disposal of Unacceptable waste	3.5	2,500.00
Failure to maintain Acceptable Waste Disposal Container	3.6	500.00
Failure to provide Acceptable Container	3.7	500.00
Leave waste accessible to animals	3.8	500.00
Allow waste to accumulate on premises	3.9	500.00
Dispose of waste in unauthorized locations	3.10	1,000.00
Dispose of Unacceptable Waste for Collection	3.11	1,000.00
Disobey posted signs or attendant	4.1	750.00
Failure to prevent waste from falling or street or insect development	4.2	750.00
Removal of Waste from Transfer Station or Landfill	4.3	750.00
Ignite materials at Transfer Station or Landfill	4.4	1,000.00
Deposit smoldering or burning waste	4.5	1,000.00
Failure to deposit Waste per signage at Waste Transfer or Landfill	4.6	750.00
Deposit Waste outside Landfill or Transfer Station site	4.7	750.00
Attempt to access Landfill or Transfer Station outside of Hours	4.10	1,000.00

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