

BY-LAW 597-15, OF THE VILLAGE OF INNISFREE IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF REESTABLISHING AN UNSIGHTLY PREMISES BYLAW FOR THE VILLAGE OF INNISFREE

WHEREAS, under the provisions of the *Municipal Government Act*, RSA 2000, Chapter M-26, the Council of the Village of Innisfree may pass Bylaws respecting the health and safety of the community and for controlling dangerous and untidy properties;

AND WHEREAS under the provisions of the *Municipal Government Act*, the Council of the Village of Innisfree may pass Bylaws and may make provisions that it deems necessary to carry out the purposes of the Bylaw;

AND WHEREAS the Council of the Village of Innisfree deems it desirable and necessary to promote the maintenance of properties, within the corporate limits of the Village of Innisfree;

NOW THEREFORE, the Council of the Village of Innisfree, in the Province of Alberta, duly assembled enacts as follows:

1. SHORT TITLE

1.1 This Bylaw may be sited as the "Unsightly Premises Bylaw".

2. DEFINITIONS

2.1 "**Building Material**" means all construction and demolition material accumulated on a premises while storing, constructing, altering, repairing or demolishing any structure and includes, but is not limited to, earth, vegetation or rock displaced during such storing, construction, alteration or repair.

2.2 "**Council**" means the Municipal Council of the Village of Innisfree.

2.3 "**Corporate Limits**" shall mean all the lands within the Corporate Limits of the Village of Innisfree.

2.4 "**Chief Administrative Officer**" shall mean the Chief Administrative Officer of the Village of Innisfree.

2.5 "**Detrimental to the Surrounding Area**" means causing the decline of the market value of property to the surrounding area.

2.6 "**Dismantled Vehicle**" means a motor vehicle or trailer that has become dilapidated or disassembled which may include but is not limited to flat tires, missing tires and rims, fenders, doors, windows, hoods, trunks and boxes.

2.7 "**Emergency**" shall mean any situation in which there is an imminent danger to the general public or a potential danger to the property or surrounding properties.

2.8 "**Garbage**" means any rubbish, refuse, papers, container, bottles, cans, manure, animal or human excrement or sewage or the whole or part of an animal carcass, dirt, soil, gravel, rocks, sod, petroleum products, hazardous material, disassembled equipment or machinery, broken household furnishings or appliances, boxes, cartons, discarded fabrics, any materials composed or organic matter which is or may become decomposed, including the by-products from the preparation, consumption or storage of food.

2.9 "**Inspector**" means any person(s) designated by the Village of Innisfree to enter and inspect property in accordance with the provisions of this Bylaw.

2.10 "**Motor Vehicle**" shall mean a vehicle propelled by any power other than muscular power or a moped but does not include a bicycle, aircraft, implement of husbandry or a motor vehicle that runs only on rails.

2.11 **“Peace Officer”** means:

- (a) any member of the Royal Canadian Mounted Police;
- (b) any member of a Municipal Police Service;
- (c) any Community Peace Officer;
- (d) any Bylaw Enforcement Officer; the CAO or their Designated Officer.

2.12 **“Property Owner”** means a person or persons, a firm, company or corporation that is registered on the Tax Roll of the Village of Innisfree and Alberta Land Titles office.

2.13 **“Property”** are any lands, buildings, or premises in the Village of Innisfree.

2.14 **“Recreational Vehicle”** means a vehicle or trailer that is designed, constructed and equipped, either temporarily or permanently as a temporary accommodation for travel, vacation, or recreational use, and includes duly licensed travel trailers, motorized homes, slide-in campers, chassis mounted campers, tent trailers, boats and all-terrain vehicles.

2.15 **“State of Disrepair”** means:

- (a) the significant deterioration of buildings, structures or improvements, or portions of buildings, structures or improvements;
- (b) broken or missing windows, siding, shingles, shutters, eaves or other building material, or;
- (c) significant fading, chipping or peeling of painted areas of buildings, structures or improvements on property;

2.16 **“Village”** or **“Village of Innisfree”** means the Municipal Corporation of the Village of Innisfree.

2.17 **“Unsightly Premises”** shall mean any structure or property located within the Village that, in the opinion of the Inspector, Peace officer or Chief Administrative Officer, is unsightly to such an extent as to detrimentally affect the amenities, use, value or enjoyment of the surrounding lands in reasonable proximity to the unsightly premises, or is otherwise detrimental to the surrounding area or in an unsightly condition as defined in the Municipal Government Act;

3. GENERAL

3.1 The property owner of any real property is ultimately responsible for all activities on the property which may constitute prohibition of this bylaw.

3.2 Nothing in this bylaw relieves a person from complying with Federal or Provincial law or regulation, other bylaw or any other requirements of any lawful permit.

3.3 Where this bylaw refers to another act, bylaw, regulation or agency, it includes reference to any act, bylaw, regular or agency that may be substituted therefore.

3.4 Every provision of this bylaw is independent of all other provisions and if any provision of this bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this bylaw shall remain valid and enforceable.

3.5 All schedules attached to this bylaw shall form part of this bylaw.

4. NUISANCE

- 4.1 A nuisance, for the purposes of this Bylaw, is any condition on or around a Property that is untidy, unsightly, offensive and dangerous to health and safety of any person, or has or may have a detrimental impact upon any person or other property in the neighborhood, or which interferes with the use and enjoyment of other adjacent property, and without limiting the generality of the foregoing includes the following:
- (a) trees or shrubs that interfere with driver visibility, civic works or any public utilities;
 - (b) dense or opaque dust emitted into the atmosphere;
 - (c) compost heaps that emit foul odors or attract pests or vermin;
 - (d) the storage or accumulation of dilapidated or derelict vehicles or the storage of more than two (2) unregistered motor vehicles on any one residential property regardless of their condition or how neatly they may be stored, except for motor vehicles that are being stored in a permitted accessory building or a temporary structure with approved Municipal permits;
 - (e) wrecked, inoperable or dismantled vehicles, or those that are unsightly and abandoned;
 - (f) no person shall park a motor vehicle or recreational vehicle in the front portion of the living space of a residential property. Failure to comply with this section shall result in the motor vehicle or recreational vehicle being towed at the Registered Owners expense;
 - (g) any loose materials including garbage and building materials.
- 4.2 The following sets out the standards by which grass and weeds must be kept:
- (a) uncut grass or weeds on any parcel of land shall be maintained at a height not to exceed 15cm (6 inches);
 - (b) property owners are required to maintain the front, rear or side portions or boulevards adjacent to their Property.
- 4.3 No property owner shall cause or allow any building, and/or structure, or fence to become an unsightly premise or in a condition where its appearance and/or condition is a safety hazard or is detrimental to the surrounding area.
- 4.4 No property owner shall permit the accumulation of piles of dirt, stone, garden waste, turf, trees, shrubbery, old implements, disassembled or broken vehicles, inoperable off highway vehicles, scrap iron, lumber, glass, furniture, appliances, bicycles, lawn mowers, food containers, waste paper or cardboard on his or her property.
- 4.5 No property owner shall dump or cause to be dumped any rubbish, garbage or waste petroleum products (either liquid or solid), or dispose of any material in an area within the Village except at locations specifically designated by the Chief Administrative Officer.
- 4.6 All existing natural gas, electrical, water, sewer or other services to the site of an abandoned building, structure, or excavation shall be shut off. All external natural gas, electrical, water and sewer lines shall be capped. Cleanout caps shall be properly secured, caulked or soldered into place.
- 4.7 Property owners, tenants and agents must prevent the occurrence of, or immediately remedy, any Nuisance.

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5. DANGEROUS BUILDINGS AND STRUCTURES

- 5.1 The property owner(s) of properties in the Village shall ensure that any building(s) in a state of disrepair shall be demolished and removed from the property.
- 5.2 If any building(s) are in a state of disrepair shall be restored to a useable and safe condition in accordance with the Building Standards and Codes and with the required demolition and building permits.
- 5.3 No property owner shall cause or allow his or her property to be a danger to public safety through the presence of excavations, structures, materials or any other hazard or condition posing a risk to public safety.
- 5.4 If a cleanup notice under this section of the Bylaw is not complied with within fourteen (14) days of the date of this notice, the Inspector shall have the right to direct any person to do the work as required by the order. The cost of doing the work required, plus an administration fee (as per Schedule 'C'), may be recovered from the property owner as debt due to the Village of Innisfree or such costs may be charged against the property taxes due and owing, pursuant to the *Municipal Government Act*, R.S.A. 2000, M-26, Section 553.

6. INSPECTION AND DIRECTION

- 6.1 Any Inspector may enter any public or private property to conduct an inspection within the Village and may inspect for nuisances.
- 6.2 After inspection, the Inspector may issue a Notice to Maintain Property (Schedule A) which shall specify a deadline for compliance and shall outline specific instructions to remedy the nuisance.
- 6.3 The Village must serve the Notice to Maintain Property by delivering it or sending it by mail to the property owner(s) by way of:
- (a) delivering it in person to the owner(s)
 - (b) posting it to the door of a building or in any other conspicuous place on the property, and is effective on day of posting;
 - (c) hand deliver;
 - (d) regular mail.

7. PENALTIES

- 7.1 If the property owner has not complied with the Notice to Maintain Property by a specified deadline, the Inspector, Peace Officer or Chief Administrative officer may direct any work to be done to remedy the nuisance, including the disposition of any materials, and will charge the owner, for all costs associated with maintaining the property.
- 7.2 If the owner fails to pay for the work done under Section 7.1, the Village shall charge the cost against the land as due and recover the cost as taxes.
- 7.3 The cost of the work done, as stated under Section 7.1, is charged in addition to an Administration Fee, as set out in Schedule C.

7.4 The Village, or any Inspector who inspects any property under this Bylaw, or any person who performs any work on behalf of the Village to remedy a nuisance is not liable for any damages caused by the inspection, the work, or disposition of any material in order to complete the work set out in the Notice to Maintain Property.

8. SEVERABILITY

8.1 If any clause of this Bylaw is found to be invalid, it shall be severed from the remainder of this Bylaw and shall not invalidate the whole Bylaw.

9. RESCIND

8.1 Bylaw No`s. 512-95 and 511-95 are hereby rescinded.

10. EFFECTIVE DATE

9.1 This bylaw shall come into full force and effect upon the date of the third and final reading.

READ for a first time this 17th day of February, 2015 A.D.


READ for a second time 17th day of February, 2015 A.D.

UNANIMOUS CONSENT RECEIVED FOR THIRD AND FINAL READING

READ for a third time this 17th day of February, 2015 A.D.



D. McMann - Mayor



J. Hodel - CAO

BYLAW 597-15

SCHEDULE A

NOTICE TO MAINTAIN PROPERTY

To: _____

File No.: _____

Date: _____

Dear Sir or Madam:

The condition of your property located at _____, Lot(s) _____, Block _____, Plan _____, is in question, and you are being issued a form letter regarding required maintenance.

In order to keep the Village of Innisfree clean and attractive in accordance with the Unsightly Premises Bylaw No. 597-15, the Village is asking your cooperation by keeping the lot(s) clean. Clean up may be done by methods outlined in this notice within **fourteen (14) days** of the mailing of this letter.

The questioned area regarding your property and the suggested remedy is as follows:

Please give this matter your immediate attention. If you have any questions, contact the undersigned at (780) 592-3886.

If the work is not completed by _____, the Village of Innisfree will have the work done by a contractor at the owner's expense. In addition to the contractor's bill, an Administrative fee per lot will apply as per Schedule C.

Sincerely,

CAO - VILLAGE OF INNISFREE

BYLAW 597-15

SCHEDULE B

NOTICE OF ENTRY

To: _____

File No.: _____

Date: _____

Dear Sir or Madam:

In accordance with Section 542 of the Municipal Government Act, you are hereby notified that an Inspector or Peace Officer will be entering onto the Property located at _____, Lot(s) _____, Block _____, Plan _____ on Date: _____.

In accordance with the Village of Innisfree's Unsightly Premises Bylaw No. 597-15, all costs incurred for any remedial action, including a \$75.00 administration fee per lot as per Schedule C will be the responsibility of the property owner and may be added to the tax roll.

Please give this matter your immediate attention. If you have any questions, contact the undersigned at (780) 592-3886.

Sincerely,

CAO - VILLAGE OF INNISFREE

BYLAW 597-15

SCHEDULE C

ADMINISTRATION FEE

As per Section 7.3:

Administration fee for every lot requiring enforcement of Bylaw 597-15 is \$75.00
