

MOUNTAIN VIEW COUNTY

BYLAW NO. 54/05

Solid Waste Collection

(CONSOLIDATED ON January 4, 2012)

NOTE:

All persons making use of the consolidation are reminded that it has no legislative sanction, that the amendments have been embodied for convenience of reference only, and that the original Acts should be consulted for all purposes of interpreting and applying the bylaw.

Mountain View County
Bylaw 54/05

SOLID WASTE COLLECTION BYLAW

A BYLAW of the Municipality of Mountain View County in the Province of Alberta respecting Solid Waste Collection.

Whereas Section 7 of the Municipal Government Act, Chapter M-26 2000 and amendments thereto provide for the passing of a by-law by a Municipal Council to establish rules and regulations for the Collection and Disposal of Refuse from residences within the County.

NOW THEREFORE THE MUNICIPAL COUNCIL OF MOUNTAIN VIEW COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

Consolidated with Bylaw No. 01/12

1 TITLE

- 1.1 This By-law shall be known and may be as the WASTE COLLECTION BYLAW.

2 DEFINITIONS

- 2.1 In this By-Law the following words and phrases shall have the following meanings;
- 2.1.1 “cart” means a 65 gallon roll out container provided to the customer
- 2.1.2 “collection contractor” means any company, person or persons and the agents of such persons under contract with the County to collect collectible waste from eligible premises.
- 2.1.3 “collection vehicle” means any vehicle used by the County or the collection contractor to collect waste from bins or carts
- 2.1.4 ”collection bin” or “bin” means 3 cubic yard or 1.5 cubic yard bins provided to the customer
- 2.1.5 “Container” means a collection bin and/or a cart
- 2.1.6 “County” means the Chief Administrative Officer (CAO) of Mountain View County or their designate

3 COLLECTION

- 3.1 The County shall provide collection and container rental service on the terms and conditions of this Bylaw only to citizens, and residents located within the boundaries of the County. Businesses and commercial enterprises are specifically excluded.
- 3.2 No garbage shall be collected by the County except from the regulation containers provided.

3.3 The Customer may choose services as indicated in Schedule "A" (amending bylaw 01/12)

3.4 Carts are only available in the areas specifically listed in Schedule A.

3.5 Fees for collection and related services are set out in Schedule A.

4 ACCESS FOR COLLECTION - BINS

4.1 The collection bin must be placed so that the collection vehicle has unobstructed access to the collection bin. If the bin is blocked so as to prohibit collection, the customer will be afforded reasonable opportunity to provide necessary access. The County reserves the right to charge the Customer an extra pick-up fee for additional collection service required, if collection has to be re-scheduled for another time.

4.2 The County nor its collection contractor will be held liable for any damage to the driving surface resulting from the collection vehicle accessing a collection bin.

5 ACCESS FOR COLLECTION – CARTS

5.1 Collection is at roadside only.

5.2 All regulation carts must be placed at road level, with the wheels no more than 8 inches away from the roadside. In no case should a cart be placed such that it becomes a traffic hazard.

5.3 All regulation carts must be set in an accessible location, placed five (5) feet away from all obstacles (other carts, trees, cars, mailboxes, etc.) and away from low hanging utilities.

5.4 Waste left beside the cart or in other containers will not be collected.

5.5 No Person shall set out for collection residential waste prior to 7:00 p.m. the evening of the day prior to the collection day, or later than 7:00 a.m. on a scheduled collection day, applicable in that area of the County.

5.6 Where waste has been set out later than 7:00 a.m. the day of collection, collection cannot be guaranteed for that week.

5.7 The County shall not have any obligation to return to collect items not present at the curb when the collection vehicle serviced the site.

5.8 Carts must be removed from roadside by 10:00 p.m. the day of collection.

6 PREPARATION FOR COLLECTION

6.1 All waste must fit into the regulation container with the container lid closed tightly. The container must not be overloaded by weight or by volume.

- 6.2 Waste materials to be collected and disposed of are to be non-hazardous solid waste materials generated by the customer. Waste Materials specifically excludes radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazard, toxic, or hazardous substance or materials (regardless of amount) as defined by local, provincial, or federal law.

7 CONTAINERS

- 7.1 The Customer shall have no right, title or interest in the containers provided.
- 7.2 The care, custody and control of the containers while at the Customer's location are the responsibility of the Customer. This includes regular cleaning as necessary.
- 7.3 The container must not be used for the purpose in incineration.
- 7.4 The repair of damage or replacement of containers, assigned to the Customer, due to misuse, alterations or abuse shall be the responsibility of the Customer.

8 PAYMENT TERMS AND PENALTIES

- 8.1 The services agreed to by the Customer are for a 12 month period and will automatically be renewed for successive 12 month periods. Either party may terminate the services after giving 60 days notice.
- 8.2 Monthly collection and rental fees will be payable in advance and will be billed effective the first day of each month. Any amounts still outstanding from previous months will be charged a late payment fee as per Schedule A.
- 8.3 At the time of billing any amounts outstanding from previous months will be considered past due.
- 8.4 The County may suspend waste collection service for any accounts that are past due. The County may terminate all services and remove all containers without notice to the Customer for any account that is past due for more than 15 days.
- 8.5 If the Customer has non sufficient funds (NSF) for their cheque or pre-authorized withdrawal from their account a NSF fee as per Schedule A will be applied to their account.
- 8.6 Where the account is in the name of a land owner any unpaid past due amounts may be applied to their property tax account.
- 8.7 The County may change the fees for the services listed in Schedule A with at least 30 days written notice to the Customer. If the Customer wishes to discontinue service they must notify the County before the new rates come into effect.
- 8.8 A security deposit as per Schedule A shall be required for any account that is not in the name of the land owner. The security deposit will be refunded after 12 consecutive months of not having any amounts past due.

- 8.9 If the customer signs up for pre-authorized withdrawal from their bank account the security deposit may be waived.

9 PROHIBITIONS

- 9.1 No person shall:
 - 9.1.1 Pick over, remove, disturb or otherwise interfere with any waste material that has been set out for collection;
 - 9.1.2 Collect waste material placed for municipal collection; or
 - 9.1.3 Remove a container placed at the roadside
- 9.2 The prohibitions in Section 9.1 do not apply to the person who placed the waste material for collection or to the Municipality, its contractors or authorized Municipal collection contractors.
- 9.3 No person shall export or remove solid waste material generated within the County outside the boundaries of the County unless all such waste is disposed of at a licensed disposal facility.

10 SUMMARY CONVICTION

- 10.1 Any person who contravenes any provision of the Bylaw is guilty of an offense and is liable on summary conviction to a fine not exceeding \$10,000.00 (Ten Thousand Dollars) and in default of payment is liable to imprisonment for not more than one year, or to both fine and imprisonment.
- 10.2 If a person is found guilty of an offense under this Bylaw, the court may, in addition to any other penalty imposed, order the persons to comply with the Bylaw.
- 10.3 The levying and payment of any fine or the imprisonment for any period provided in the Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs from which he is liable under the provisions of the Bylaw.

11 VOLUNTARY PAYMENT TICKETS

- 11.1 Where a Constable believes that a person has contravened any provision of the Bylaw, he may serve upon such person a voluntary payment ticket in accordance with part 2 of the Provincial Offences Procedure Act, RSA 2002 – Chapter P-34 either personally or by mailing or leaving the same at this last known address and such service shall be adequate for the purpose of the Bylaw.
- 11.2 A voluntary ticket shall be in such form as determined by the CAO and shall state the Section of the Bylaw which was contravened and the amount which is provided in Schedule A that will be accepted by the County in lieu of prosecution.
- 11.3 Upon production of a voluntary payment ticket issued pursuant to this Section within fourteen (14) days from the issue thereof together with the payment to the County of the fee as provided in Schedule 'A' the person to whom the ticket was issued shall

not be liable for prosecution for the contravention in respect of which the ticket was issued.

12 NON COMPLIANCE

- 12.1 Notwithstanding the provisions of Section 10, the County may refuse to collect the waste of any person who does not comply with any of the provisions of the Bylaw.

Schedule A is deemed to be part of the Bylaw

Read a first time the 23rd day of November, 2005

Read a second time the 23rd day of November, 2005

Read a third and final time the 23rd day of November, 2005

Signed January 5, 2006

SCHEDULE A
(amending Bylaw 01/12)

Fees

	Aug. 1, 2010 - Feb. 29, 2012	Mar. 1, 2012- and After
4 Week Cycle/3.0 Cubic Yds		
Bin Rental and Collection	\$69.00/month	\$73.65/month
Bin Rental and Collection-additional bins	\$65.70/month	\$70.25/month
8 week cycle/3.0 Cubic Yds		
Bin Rental and Collection	\$48.00/month	\$50.80/month
Bin Rental and Collection-additional bins	\$39.75/month	\$42.25/month
12 week cycle/3.0 Cubic Yds		
Bin Rental and Collection	\$39.20/month	\$41.30/month
Bin Rental and Collection-additional bins	\$31.10/month	\$32.90/month
Mountain View and Rosebud Estates Only		
Cart Rental and Collection (every two weeks)	\$11.35/month	\$12.00/month
Additional Collections	\$56.10/each	\$65.40/each
Additional Collections – additional bins	\$47.95/each	\$51.70/each
Off Route Collection Surcharge	\$1.30/km	\$1.30/km
Subsequent Collection Attempt	\$31.85/each	\$31.85/each
New Customer Set-up	\$25.50/each	\$26.35/each
Security Deposit	\$100.00	\$100.00
Non Sufficient Funds Charge	\$25.00	\$25.00

Cart Service Areas

Rosebud Estates
Mountain View Estates

Penalties

1.5% charged monthly at the time of billing for any amount previously billed that remains unpaid

Fines

First Offense (All Sections)	\$100.00	\$100.00
Second and all subsequent offenses	\$200.00	\$200.00