



**TOWN OF CARDSTON  
IN THE PROVINCE OF ALBERTA**

**BYLAW 1693**

**GARBAGE AND RECYCLING BYLAW**

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# TOWN OF CARDSTON IN THE PROVINCE OF ALBERTA

## BYLAW 1693

### GARBAGE AND RECYCLING BYLAW

A BYLAW OF THE TOWN OF CARDSTON IN THE PROVINCE OF ALBERTA TO [DO STUFF FOR REASONS]

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**WHEREAS**, the Municipal Government Act, Statutes of Alberta, 2000, being Chapter M-26.1 allows a municipality to pass By-Laws respecting public utilities.

**NOW THEREFORE**, the Council of the Town of Cardston, duly assembled, enacts as follows:

#### **PART I - TITLE, PURPOSE, DEFINITIONS AND INTERPRETATION**

##### **TITLE**

- 1) This bylaw shall be known as the “Garbage and Recycling Bylaw” of the Town of Cardston.

##### **PURPOSE**

- 2) The purpose of this bylaw is to provide for the orderly collection, removal, and disposal of garbage and recycling.

##### **DEFINITIONS**

- 3) In this by-law, unless the context otherwise requires:
  - (a) “Ashes” means cold residue from the burning of wood, coal and other like material for the purpose of cooking, heating buildings, and disposition of waste combustible materials.
  - (b) “By-law Enforcement Officer” means a By-law Enforcement Officer or Peace Officer as appointed by the Town of Cardston.
  - (c) “Garbage Collector/Agent/Contractor/Employee” shall mean the contractor employed by the Town of Cardston for the collection of waste and recycling in the Town of Cardston.
  - (d) “Garbage/Refuse” shall mean offal refuse, animal or vegetable matter, as from a kitchen, or a stove, the creation of waste or trash from domestic activities, but shall not include larger objects, such as automobile bodies, trees, etc. nor shall it include manure or dead animals; except small

animals which are bagged.

- (e) “Garbage Receptacle/Waste Bin/Waste Collection Cart/Garbage Can”** shall mean a container meeting the approved specifications given in this bylaw, and commercially designed to hold refuse receptacles.
- (f) “Occupant”** shall mean a person or corporation in actual possession of any premises either as owner or tenant.
- (g) “Owner”** shall mean the registered owner of the property or the purchaser thereof who is entitled to occupy and enjoy the property.
- (h) “Refuse Receptacles/Garbage Bags”** shall mean tied plastic garbage bags meeting the approved specifications provided in this bylaw in which refuse is to be deposited or placed.
- (i) “Wet garbage”** means offal refuse, animal or vegetable matter as from a domestic kitchen, restaurant, commercial, industrial, or institutional kitchen.

## **RULES FOR INTERPRETATION**

- 4)** The table of contents, marginal notes and headings in this bylaw are for reference purposes only.

## **PART II – RECEPTACLES AND COLLECTION**

### **APPROVED GARBAGE RECEPTACLE SPECIFICATIONS**

- 5)** An owner of a residential premises who chooses to place refuse receptacles inside a garbage receptacle must ensure the garbage receptacle meets the following specifications:
  - (a)** two fixed handles;
  - (b)** an unattached, easily removable or hinged and properly functioning watertight lid;
  - (c)** made of rust resistant material;
  - (d)** smooth rim;
  - (e)** approximately 60 to 100 litres in capacity;

**(f)** approximately 70 to 80 centimetres in height and 40 to 50 centimetres in diameter at the top;

**(g)** in safe, serviceable condition.

**6)** Garbage receptacles that are home-made, modified, or not designed for the storage and handling of refuse receptacles as a principle use, or are deemed difficult, unsafe or dangerous in the opinion of the garbage collector to handle, shall not be considered an approved garbage receptacle and will not be collected.

**APPROVED  
REFUSE  
RECEPTACLE  
SPECIFICATIONS**

**7)** Every owner must ensure refuse receptacles set out for collection are securely tied at the top and that they are constructed of sturdy plastic material which meets the following specifications:

**(a)** capable of reliably holding approximately 20 kilograms of contents when lifted;

**(b)** approximately 60 to 121 litres in capacity;

**(c)** approximately 75 to 85 centimetres in height and 65 to 75 centimetres in width.

**RECEPTICALS**

**8)** Except as otherwise provided herein, no person shall place or keep garbage receptacles upon any portion of the street or lane. Any garbage receptacle improperly left in the street may be removed and disposed of by the Town.

**(a)** The occupant of any premises in the Town from which waste is to be collected shall:

**i.** Have all refuse bundled and/or securely tied or placed in an approved refuse receptacle. No loose garbage will be collected.

**ii.** Place said refuse receptacle at a time and in a manner so as not to be accessible to animals. An occupant may place refuse receptacles in an approved garbage receptacle so as to protect said refuse from the wind or animals.

**iii.** The occupant of residential premises shall place waste receptacles for collection in such a way that collectors shall have access without the necessity of entering into

private property unless permission has previously been granted by the owner and the owner has entered into a special agreement, and signed a property damage release (Schedule 'B') with the Town.

- (1)** Special agreements may be entered into at the discretion of the contractor/employee, and under special circumstances only.
- iv.** Ensure that each refuse receptacle does not exceed forty (40) pounds, or the combined weight of refuse receptacles placed in a garbage receptacle shall not exceed forty (40) pounds.
- v.** No single residence shall have more than four (4) garbage receptacles (not weighing more than 40 lbs each) or combination of receptacles and/or bundles at the curb for regular pick-up unless a (\$2.00) over limit tag is on each receptacle/bundle over this limit. These tags can be purchased at the Cardston Town Hall.
- (b)** In commercial areas (or at other business/commercial/multifamily areas) bins may be provided by the Town for use by the business. Business/occupants shall use the commercial bins provided in the manner prescribed, namely cardboard in the cardboard bins (cardboard must be flattened) and all other refuse in the garbage bins as indicated in 3.a(i) with the exception of products not susceptible to be windblown may be placed in bins without using the refuse receptacle. No person shall dispose of cardboard in the regular commercial refuse containers provided by the Town.
- (c)** Materials that may erode or otherwise alter the integrity of the bin shall not be placed in the receptacle provided by the Town. If the waste material disposed of by a business or individual has destroyed or otherwise altered the integrity of the bin, the business/individual shall pay the cost of repair or replacement as determined by the Chief Administrative Officer or his/her designate.
- (d)** The owner of premises using commercial waste bins must ensure that:
  - i.** The site manager is responsible for providing an acceptable storage location for the waste bins;

- ii.** Waste bins are located at locations that allow for safe and efficient collection vehicle access, as determined by the Town;
  - iii.** All waste bins used to store commercial waste shall have lids or covers suitable to contain waste in the bin;
  - iv.** Waste bins shall not be filled higher than the upper rim or in a manner which prevents full closure of the lid;
  - v.** There is adequate waste bin storage capacity to meet the needs of the occupants, and;
  - vi.** All waste is stored within the waste bin.
- (e)** No person shall set out refuse or garbage receptacles at locations that are unsafe, obstructed, blocked by snow, ice, poorly maintained and uneven or that prevent waste collectors from collecting waste in a safe and efficient manner.
  - (f)** Curbside storage bins or sheds used for the storage of garbage cans or any other type of refuse shall not be permitted to be located at the curb or on the boulevard.
    - i.** Garbage or refuse receptacles kept in storage bins or sheds must be removed from the bin/shed by the occupant and placed at the designated pickup location on their respective pickup days. The garbage collector will not collect garbage receptacles or refuse receptacles from any storage bin or shed.

## **COLLECTION**

### **9) Collection:**

- (a)** No person, firm or corporation shall deposit, leave, dispose of or abandon any waste material within the corporate limits of the Town of Cardston, other than at the Transfer Station.
- (b)** The Town of Cardston by its agent, contractor, and/or employees may by means of a uniform system, go to the houses, businesses, churches, institutes, or whatever place may require the services, and pick up the garbage, and deposit it in a place as authorized.
- (c)** The owner of the garbage from the homes, businesses, churches, institutes, or from whatever source the garbage is created, shall place the garbage in the proper

receptacles/bins which shall meet the approval of the officials of the Town.

- (d)** The Town of Cardston shall be empowered to request the owner and occupants of any lands, business, or place, to place its garbage at the time designated, in or on the place so designated for the pick-up; and the Town of Cardston, by its contractor/employees shall pick-up the garbage and deposit it at the authorized place of disposal, and the Town shall charge the owners and occupants of the land, at the rate set forth.
  - i.** Unless otherwise approved by the contractor, the designated place for pickup shall be on the street in front of each respective property within reasonable proximity of the garbage collection vehicle.
- (e)** Any occupant that wishes to opt out of garbage collection may do so if an alternate method of disposal is agreed between the occupant and the Town. However all regular garbage rates shall be enforced.
- (f)** All occupants shall not place for collection any ash unless it meets the guidelines as contained in 3 (a) of this By-law.
- (g)** All commercial operations, where a collection bin is provided shall separate cardboard waste and wet garbage and deposit each type in the respective collection bins provided.
- (h)** Restaurants must provide a system of grease removal as approved by Alberta Health Services and the Town of Cardston.
- (i)** The collection agent will be supplied with UNACCEPTABLE TRASH tags which will be put on any containers that are left for pick-up that do not comply with this By-law.

## **REFUSE COLLECTION TIMES**

- 10)** The Town shall cause waste to be collected:
  - (a)** From each dwelling house once each week
    - i.** Waste must be placed at the curb prior by 8:00 AM in order to be picked up.
  - (b)** When a waste pick-up day falls on a statutory holiday, the



collector will continue the normal pick-up the day following the said holiday, with each pick-up route advancing one day in the week.

- (c) All commercial, institutional or medium density residential garbage shall be picked up as the Chief Administrative Office or designate shall direct and as agreeable with the owner after consideration of the volume of garbage.

## **TYPES OF REFUSE NOT COLLECTED**

### **11) Types of refuse not collected:**

- (a) The Town shall not remove the following from premises:

- i. Discarded furniture, automobile parts, tires, and household equipment;
- ii. Whole shrubs, bushes, hedges and tree limbs, or any other types of wood that can be diverted to the wood burning pile at the transfer station.
- iii. Fences, gates, and other permanent and semi-permanent fixtures on the premises;
- iv. Highly combustible or explosive materials including but not limited to liquid or solid fuels, gunpowder, ammunition or explosives;
- v. Hot ashes;
- vi. Compressed gas, propane or butane cylinders;
- vii. Toxic or household hazardous waste including solvents, oven cleaners, paints, automotive fluids, wet cell batteries, pesticides, herbicides, or any material commonly referred to as household, commercial or industrial hazardous waste, or any other material that is managed through the Province of Alberta Household Hazardous Waste program;
- viii. Biomedical waste including hypodermic needles or syringes, lancets or any sharp item used in home medical care;
- ix. Electronic equipment including microwaves, televisions, computers, computer monitors, keyboards and associated cables, or any other material that is managed through the Province of Alberta Electronics Recycling Program; dead

animals and animal parts from hunting or trapping;

- x.** Paint, solvents or any other material that is managed through the Province of Alberta Paint Recycling Program;
- xi.** Discarded heavy machinery;
- xii.** Bi-products of manufacturing;
- xiii.** Heavy or bulky wrapping, packaging or crating materials unless said items fit in commercial bins provided.

## **PART III – BURNING, CONSTRUCTION AND DEMOLITION**

### **BURNING**

#### **12) Burning**

- (a)** All trade wastes, such as loose paper, paper boxes, straw and other packaging must be flattened and tied in secure bundles and kept in covered containers, ready for removal. Where appropriate, materials shall be recycled to the various recycling locations in Town. These trade wastes may be burned in incinerators approved by the Town and in accordance with all regulations from the Environmental Protection Agency. The owner or tenant is solely responsible for any damage by fire or smoke caused by the burning of refuse on the premise.
- (b)** Whether or not it is in an incinerator, no person shall burn outdoors any rubber, leather, tar paper, asphalt or other offensive refuse or matter not completely combustible or anything that will create a dense smoke.
- (c)** At no time shall burning of any waste occur after sunset or prior to sunrise or when the velocity of the wind poses a reasonable risk of fire igniting any nearby structure or other inflammable material.
- (d)** The Town of Cardston shall be permitted to issue a ban on burning of waste within the Town of Cardston when conditions exist which would make burning of waste, and/or any other kind including fire pits and bar-b-q's, a danger or nuisance to persons or property. At no time shall burning of designated fires occur within the Town of Cardston while a ban of such fire is in effect in the Town of Cardston. A fine

for non-compliance may be issued by a peace/by-law officer or designate in accordance with the general penalty by-law.

## **CONSTRUCTION /DEMOLITION**

- 13)** A person carrying out the construction, demolition or alteration of buildings or other building operations on any property shall do so in such manner as to not permit building material or building waste material to remain loose, free or uncontrolled on the property.
- (a)** The main contractor on the building site shall be responsible for the actions of any subcontractor or tradesman who fail to comply with the By-law.
  - (b)** The main contractor on a building site shall be responsible for the term of the construction in providing a suitable waste bin capable of receiving all building waste material and maintaining the same in a safe contained manner.
  - (c)** Any building material or building waste material which blows free from the building site shall be recaptured, returned to the building site and deposited in a waste bin.
  - (d)** The main contractor on a building site shall be responsible for having all unused building material and building waste material disposed of in the landfill.
  - (e)** The Chief Administrative Officer, or designate, may direct the person carrying out the construction or alteration of a building to provide a fence of a type that will trap any building material or building waste material in such a manner as to prevent it from escaping from the building site.

## **PART IV – RECYCLING**

### **14) Recycling**

- (a)** The Town shall establish a recycling program to provide for the collection of selected recyclables and disposal of other recyclables as determined by Council.
- (b)** Cardboard, paper, cans, and other recyclable waste shall be discarded in the recycling trailers or appropriate collection bins provided by the Town. Prior to deposit, all cardboard boxes must be flattened.

- (c) All containers shall be rinsed prior to disposal.
- (d) Lawn clippings, leaves, etc. will not be collected by the collector but may be mulched, or composted on the owners property or bagged and deposited at the location provided at the Transfer Station.
- (e) All lawn clippings, leaves, etc. that are deposited at the Transfer Station shall be clean from non-compostable material.

## **PART V – GENERAL**

### **FEES**

- 15)** All customers in the Town of Cardston within such area and pickup frequency as may be designated by the Chief Administrative Officer, or designate, for the provision of garbage collection services, shall pay to the Town of Cardston a charge as set out in “Appendix A”.

### **GENERAL**

#### **16) General**

- (a) An owner or occupant of premises from which garbage is to be collected shall bundle branches, shrubs, etc. securely and place them in or beside the waste receptacles.
- (b) No collector shall be required to collect a parcel that exceeds the measurements and weight limits as specified in this By-law.
- (c) All accounts including interim accounts for garbage service shall be due and payable when rendered. A penalty of three and one quarter percent (3.25%) shall be charged in the event that an account is not paid by the due date, as shown on the billing statement.
  - i. The revenues derived from the application of the above rates shall be applied against the cost involved to provide such service, with the remaining unpaid portion of said service being a charge against the general revenue of the Town of Cardston at large.
  - ii. In the case of default of payment, the Town of Cardston may enforce payment by action in a court of competent jurisdiction, or by distress and seizure of goods, and chattels of the person liable for the payment, or by

making any such sums in default a charge against the property in respect of which the service for which the sums owing was provided, such charges to be subject to the same penalties and be collectible by the same procedures as other taxes levied by the Town.

- (d)** All waste products shall be properly deposited in the Transfer Station Grounds at the direction of the Town.
- (e)** No person, firm or corporation shall remove any waste products deposited in the Transfer Station Grounds unless he has first had the permission of the Town or designate.
- (f)** Commercial refuse is not to be accepted at the transfer station without approval from the operator or as regulated by the Chief Mountain Regional Solid Waste Authority.
- (g)** All vehicles entering the Transfer Station Grounds to dispose of refuse must have the waste material or containers in which waste material is conveyed adequately enclosed, secured or covered so as to prevent any waste material from potentially falling off or being blown from the vehicle during transit.
- (h)** No person shall deposit waste in a waste bin or waste collection cart without the consent of:
  - i.** The owner of the property where the waste bin or the waste collection cart is located; or
  - ii.** the occupant of the property where the waste bin or the waste collection cart is located.
- (i)** It shall be unlawful for any person to dump building waste, garbage or other waste material anywhere within the limits of the Town of Cardston, except in the locations designated.
- (j)** A notice or form commonly referred to as a By-Law Infraction Tag may be issued by a By-Law Enforcement Officer or any Peace Officer.
  - i.** This notice shall require in lieu of prosecution the payment of a penalty in the amount of \$50.00 to be made to the Treasurer of the Town within 14 days of the date of issue of the infraction tag.
  - ii.** If the person upon whom the infraction tag is served fails

to pay a voluntary payment within the time specified the Town shall proceed with the prosecution by way of summary conviction and a court summons shall be served.

- iii.** Any person who is guilty by way of summary conviction of an offence under the provisions of this By-Law shall be liable for a fine of not less than \$50.00 and not more than \$500.00.

**EFFECTIVE DATE** 17) This Bylaw shall come in force upon the date of its third and final reading.

**REPEAL** 18) Bylaw 1623 and amendments thereto shall be rescinded.

Received First Reading this 13 day of July, 2021

Received Second Reading this 10 day of August, 2021

Received Third & Final Reading this 10 day of August, 2021

Signed by the Mayor and the Chief Administrative Officer this 12 day of August, 2021

TOWN OF CARDSTON

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MAYOR – *Maggie Kronen*

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CHIEF ADMINISTRATIVE OFFICER – *Jeff Shaw*

## APPENDIX “A”

### GARBAGE COLLECTION RATES

Rate Description	Jan 2021 – Dec 2021
Recycling Fee – Domestic	\$1.70
Recycling Fee – Commercial	\$1.70
Regional Waste Authority Fee	\$4.40
Residential <sup>1</sup>	\$11.75
Residential Apartments <sup>1</sup>	\$11.75
Commercial/Industrial/Institutional	\$11.75

Minimum rate x # of units for commercial properties listed below:	# of Units
Grocery store – supply own bins & hauling	1
Grocery store – doesn’t supply own bins & hauling	18
Convenience store	6
Hotel/motel – small	4
Hotel/motel – medium	10
Hospital	19
Health clinic	4
Bank	4
Hardware store - medium	4
Hardware store – large	5
Clothing / sporting goods – small	2
Clothing / sporting goods – medium	5
Chiropractor / dentist / health	2
Video store	2
Laundromat	4
Gas station / bulk fuel station	2
Theatre	2
Tire shop	4
Garage / engine repair	6
Fast food – small	3
Fast food – medium	5
Fast food – large	10
Restaurant – small	2
Restaurant – medium	5
Restaurant – large	8
Church – small	1
Church – medium	4
Church – large	6
Nursing home / seniors lodge	14

<sup>1</sup> All rates are for a 30-day charge

<sup>2</sup> One pick up per week



## APPENDIX "A"

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Seniors villa	38
School – alternate	10
School – elementary	15
School – junior high	10
School – high	15
Professional services / real estate / offices - small	1
Professional services / real estate / offices – medium	2
Professional services / real estate / offices - large	3
Agricultural / vet services – small	1
Agricultural / vet services – medium	4
Retail – small	1
Retail – medium	5
Retail – large	8
Construction – small	1
Construction – medium	3
Construction – large	4
Government offices – small	1
Government offices – medium	4
Government offices – large	6

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# SCHEDULE "B"

## Garbage Collection Property Damage Release

THIS PROPERTY DAMAGE RELEASE (this "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

\_\_\_\_\_ of \_\_\_\_\_  
(the "Releasor")

OF THE FIRST PART

AND

Town of Cardston of 67 3<sup>rd</sup> Avenue West, Cardston, AB T0K 0K0  
(the "Releasee")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

### Consideration

1. In consideration of the Town of Cardston picking up garbage on the property; the receipt and sufficiency of which consideration is acknowledged, the Releasor releases and forever discharges the Releasee its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of actions, debts, accounts, bonds, contracts, claims and demands for or by reason of any damage or loss to property as described below.

### Details of incidents

2. Any damage to the property caused by the entering or egressing of the garbage truck and picking up the garbage on the said property.

### Concurrent Release

3. The Releasor acknowledges that this Agreement is given with the express intention of effecting the extinguishment of a certain obligations owed to the Releasor, and with the intention of binding the Releasor's spouse, executors, administrators, legal representatives and assigns.

### Full and Final Settlement

4. The Releasor further understands and acknowledges that the Releasor may have suffered injuries or complication unknown at the present, that the settlement amount was determined taking onto consideration this possibility, and that the Releasor is releasing these unknown claims.

5. For the above noted consideration, the parties to this Agreement further agree not to make claim or take proceedings against any other person or corporation which might claim contribution of indemnity under the provisions of any statute or otherwise.

## SCHEDULE "B"

6. It is declared that the terms of this settlement are fully understood; that the amount or type of consideration stated is the sole consideration for this Agreement and that the sum is accepted voluntarily for the purpose of making a full compromise, adjustment and settlement of all claims for injuries, losses and damage resulting or which may result from the above described property damage.

7. This Agreement contains the entire agreement between the parties to this settlement and the terms of this Agreement are contractual and not a mere recital.

**No Admission of Liability.**

8. It is agreed that the payment is not deemed to be an admission of liability on the part of the Releasee.

**Governing Law**

9. This Agreement will be governed by and construed in accordance with and governed by the laws of the Province of Alberta.

**IN WITNESS WHEREOF** the Releasor and Releasee have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Releasor

\_\_\_\_\_  
Witness: \_\_\_\_\_

Town of Cardston

Per: \_\_\_\_\_ (seal)

\_\_\_\_\_  
Witness: \_\_\_\_\_

