

**TOWN OF ONOWAY  
BY-LAW 671-08**

**BEING A BYLAW IN THE TOWN OF ONOWAY, IN THE PROVINCE OF ALBERTA, TO  
REGULATE THE COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE, REFUSE,  
ASHES, RECYCLE MATERIALS AND ORGANICS IN THE TOWN OF ONOWAY.**

**WHEREAS** under the provisions of Section 7 (f) and (g) of the Municipal Government Act R.S.A. 2000, and amendments thereto, the Council of the Town of Onoway may, by bylaw, provide for services provided by or on behalf of the municipality and for public utilities; and

**WHEREAS** Council deems it in the interest of the municipality to ensure the timely and appropriate collection, removal and disposal of Garbage, refuse, ashes, Recycle Materials and Organics;

**NOW THEREFORE** the Council of the Town of Onoway duly assembled hereby enacts as follows:

**SECTION 1                    CITATION**

1.            This Bylaw may be cited as "The Town of Onoway Waste Collection Bylaw".

**SECTION 2                    DEFINITIONS**

- 2.1           For the purpose of this Bylaw and in the Schedules attached hereto, unless the context otherwise requires:
- 2.2           **“Application”** shall mean the application made by the consumer to the Town for either garbage collection, recycle collection or both garbage and recycle collection;
- 2.3           **“Application Fee”** shall mean the amount of money required to be paid under and by virtue of this Bylaw by the consumer before the Town supplies garbage collection or recycle collection to the consumer which money is retained by the Town;
- 2.4           **“Basic Volumes”** shall mean a volume of recycling materials that is not more than 4 24” x 36” Blue Bags of recycling materials and not more than 8 collapsed cardboard boxes neatly bundled for simplified handling;
- 2.5           **“Bylaw Officer”** shall mean each and every member employed and duly sworn in as a Bylaw Enforcement Officer for the Town of Onoway;
- 2.6           **“Blue Bag”** shall mean a transparent blue plastic bag specifically intended to hold recycle materials measuring not more than 24” x 36”;
- 2.7           **“Collection Day”** shall mean the day or days during each week on which garbage, organics or recycling is regularly collected from a specific premises, together with the seven (7) hour period immediately preceding and seven (7) hour period immediately following that day;
- 2.8           **“Commercial Premises”** shall mean any café, restaurant, warehouse, wholesale or retail business place, office building, garage or service station, factory or industrial plant, any other building or premises except a dwelling or multiple family dwelling;
- 2.9           **“Consumer”** shall mean any person who uses garbage, organics or recycling services supplied by the Town;
- 2.10          **“Council”** shall mean the Municipal Council of the Town of Onoway;
- 2.11          **“Dwelling”** shall mean a building occupied for residential purposes, other than a multiple family dwelling;
- 2.12          **“Garbage”** shall mean discarded ashes, crockery, cloth, wrappings, plastics

and other items of household refuse, but does not include recycle materials as defined in this bylaw, human or animal excrement, medical wastes such as hypodermic syringes or industrial waste, or animal carcasses;

- 2.13 **“Garbage Cart”** shall mean a rolling bin with a connected flip-open lid issued by either the Town or the Town’s Garbage Collection Agent;
- 2.14 **“Garbage Dumpster”** shall mean a metal container of “Heil Waste Container” design;
- 2.15 **“Garbage Collection Agent”** shall mean the person or firm appointed by the Town for the purpose of collecting and disposing of Garbage and refuse;
- 2.16 **“Householder”** shall mean any person occupying any dwelling or place of residence, but shall not include any person who is merely a boarder, roomer, or lodger therein, or any occupant of a multiple family dwelling;
- 2.17 **“Industrial Waste”** shall mean materials from excavations, materials from lot clearing and building construction, repairs, alterations, or maintenance, debris from any building removed, or destroyed by fire or any other cause, material from manufacturing processes, dead animals, waste from garages and service stations, condemned matter or waste from factories or other works, or from warehouses, ashes from industrial plants, and other similar waste materials other than human or animal excrement, or garbage;
- 2.18 **“Multiple Family Dwelling”** shall mean a building or buildings which are, or are intended to be, occupied as a residence by more than two tenants living independently of one another in the same or a separate building, and shall include apartments, hotels, motels, boarding and rooming houses, and row housing and also includes any room or suite of rooms in any building containing any commercial premises;
- 2.19 **“Municipal Manager”** shall mean the Chief Administrative Officer of the Town or his designate;
- 2.20 **“Organics”** shall mean grass cuttings, garden refuse, leaves, food wastes (excluding meats, bones or cheese) or other materials which are easily composted but shall not include branches or tree limbs;
- 2.21 **“Organics Cart”** shall mean a rolling bin with a connected flip-open lid issued by either the Town or the Town’s Garbage Collection Agent;
- 2.22 **“Organics Collection Agent”** shall mean the person or firm appointed by the Town for the purpose of collecting and disposing of Organics;
- 2.23 **“Person”** includes a partnership, a firm a body corporate, a politic, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;
- 2.24 **“Proprietor”** shall mean the occupant of commercial premises and the person in charge of a multiple family dwelling and, where such premises are unoccupied, shall mean the owner thereof;
- 2.25 **“Recycle Collection Agent”** shall mean the person or firm appointed by the Town for the purposes of collecting and disposing of Recycle Materials;
- 2.26 **“Recycle Materials”** shall mean materials which are determined by the Recycle Collection Agent for the Town to be recyclable and may include but are not necessarily limited to newspaper, mixed paper, box board, cardboard, washed and flattened tin cans and clean glass jars which must be set out separately from the other materials;
- 2.27 **“Street or Streets”** shall include all highways, roads, lanes, alleys, avenues, easements, thoroughfares, utility lots, drives, bridges and ways of public nature, sidewalks, boulevards, parks, public square and other public places unless the contrary is expressed or unless such construction would be consistent with the context of this Bylaw;

- 2.28 “Town” shall mean the Town of Onoway or its duly authorized representatives;

### SECTION 3 GARBAGE COLLECTION

- 3.1 No householder, proprietor, property owner or other person within the Town shall dispose of garbage **EXCEPT** in accordance with this bylaw;
- 3.2 All properties in Town must have Garbage collection service in accordance with this Bylaw;
- 3.3 Garbage shall be at the pick-up location by 7:00 a.m. on collection day;
- 3.4 Garbage collection shall be every week;
- 3.5 Unless otherwise permitted or instructed by the Town or the Garbage Collection Agent, all Garbage Carts set out for collection must be placed on the roadway in front of the property the Garbage Carts belong to. The Garbage Carts must be placed not less than 0.5 meters and not more than 1.5 meters from the curb, with the arrow on the Garbage Cart lid pointing away from the property, perpendicular to the curb. The Garbage Cart lid must be in a closed position, covering the mouth of the Garbage Cart, at all times while the Cart is placed in the position for pickup as outlined in this Bylaw. Garbage Carts must be set out for collection in such a manner as not interfere in any way with vehicular or pedestrian traffic;
- 3.6 Any Garbage Cart which is set out for collection at a location other than as directed in this Bylaw shall be deemed to be a violation of this bylaw, and the Bylaw Enforcement Officer will be contacted. Every effort will be made to determine who placed the Garbage Cart in the location and the person will be contacted;
- 3.7 The owner or occupant of every property shall provide a Garbage Cart of sufficient size to contain the Garbage (with lids closed) generated from those premises during the period between Garbage collections. Garbage must not be packed in to the Garbage Cart in a manner that will prevent the Cart from being emptied;
- 3.8 Where the Garbage cannot be contained within one (1) Garbage Cart, the owner of the property shall be required to use a single larger Garbage Cart. If the Town does not offer a larger Garbage Cart, the owner of the property shall provide garbage containers sufficient in size and number to store all refuse accumulating on the premises between collections and such container shall be an approved garbage dumpster. Proof of service must be produced upon request by the Municipal Manager at any time;
- 3.9 The Municipal Manager, in his sole discretion, may require that any property use a larger size Garbage Cart or Garbage Dumpster;
- 3.10 No person shall place or keep any can, container or receptacle for industrial waste upon any lane or street in the Town except as specifically provided in this bylaw;
- 3.11 Every householder, proprietor or property owner shall maintain and keep in good condition a sufficient sized Garbage Cart or dumpster as required by this bylaw for all Garbage upon the premises owned or occupied by him, and shall ensure that the container lid is kept securely over the mouth of all such containers except when said containers are actually being filled or emptied;
- 3.12 Every householder, proprietor, or other person shall dispose of garbage upon the premise owned or occupied by him by placing or causing the same to be placed in a Garbage Cart or Dumpster maintained for that purpose, or in such other container as is specifically permitted by this bylaw, but not elsewhere;
- 3.13 The owner, tenant, occupant or other person in charge of a dwelling or other building shall at all time ensure that Garbage Carts, or other receptacles provided for the purpose, are not allowed to spill over or accumulate on any

- land or street or adjoining public or private property. Every such person shall be held responsible for any violation of this section regardless of the cause of such violation. Failure to contain Garbage in approved containers may also be considered a violation of and result in action under the Unsightly Premises Bylaw;
- 3.14 No person shall directly or otherwise dispose of or permit any person to dispose of any explosive, inflammable, volatile, noxious or dangerous device, substance or thing in any Garbage Cart. Any person who fails to comply with the provisions of this section shall be deemed to have thereby created an offence and shall be liable to the penalties provided for a breach of this bylaw;
- 3.15 No person shall directly or otherwise dispose of or permit any person to dispose of any hypodermic syringes or needles or other Bio Hazardous waste in any garbage container. These are Bio Hazardous Waste and must be discarded in the appropriate manner which is to place them in an enclosed container and return them to a facility intended to handle such materials;
- 3.16 No person shall directly or otherwise dispose of or permit any person to dispose of any feces, whether human or animal, or any carcass of any dead animal in any Garbage container. Any person who fails to comply with the provisions of this section shall be deemed to have thereby created an offence and shall be liable to the penalties provided for a breach of this bylaw;
- 3.17 Disposal of any refuse by burning is not permitted unless a permit in writing to do so has been received from the Fire Department. Notwithstanding this, no permit will be approved by the Fire Department for open burning in that area designated as Central Business District as outlined in the Town of Onoway Land Use Bylaw. The Municipal Manager, in his sole discretion, shall ultimately have the discretion to restrict burning in any area of the Town at any time and for any duration deemed necessary;
- 3.18 In the event that a permit to burn is issued, the applicant is entirely responsible to see that the burning takes place without danger to other properties or inconvenience to neighbouring properties and the Town shall in no way be held responsible for any damage or inconvenience experience;
- 3.19 No person shall directly or otherwise dispose of or permit any person to dispose of hot ashes, burning matter, or unwrapped wet Garbage in any Garbage Cart or dumpster;
- 3.20 Except on Collection Day, all Garbage Carts shall be kept and maintained on the premises of the householder or proprietor. Failure to return the Garbage Cart to the premises of the householder or proprietor following Collection Day shall be in breach of this bylaw and the householder, proprietor or property owner shall be liable to the penalties provided for a breach of this bylaw. Any Garbage Carts located on any street or lane in the Town, other than on Collection Day, may be removed and disposed of at the discretion of the Bylaw Office without compensation to the owner thereof;
- 3.21 No Garbage collection shall be made from the inside of any dwelling or from the basement or upper floors of any multiple family dwelling or commercial premises;
- 3.22 No person other than a lawful user thereof, or any authorized employee of the Town or Garbage Collection Agent, shall open any Garbage Carts or remove anything therefrom, or in any way disturb the contents thereof, nor shall any other persons handle, interfere with, or in any manner disturb any Garbage of any kind put out for collection for removal;
- 3.23 When any Garbage Cart or Dumpster has been condemned or is deemed insufficient by the Bylaw Officer, and written notice to that effect has been given to the householder or proprietor, the condemned Garbage Cart or Dumpster may be removed and disposed of along with the Garbage from the premises, in which case the householder or proprietor shall forthwith provide a suitable Garbage Cart or Dumpster, to the satisfaction of the Municipal Manager, to replace the one that has been condemned and removed;

- 3.24 No person shall operate a vehicle in the Town while it is carrying Garbage or industrial waste unless that portion of the vehicle in which the material is being carried is securely covered or the material is secured to prevent any part of such material from falling off, or out of, the vehicle while in transit;
- 3.25 No person shall deposit any dead animal, manure, excreta, refuse, garbage, liquid waste or other filth upon or into any street, ditch, lane, highway, byway, water, well, wharf, dock, lake, pond, river, bank, stream, or onto any land except with the written consent of the Town. Any person who fails to comply with the provisions of this section shall be deemed to have thereby created an offence and shall be liable to the penalties provided for a breach of this bylaw;
- 3.26 All loose paper, paper boxes, straw and other packing or waste material from stores, warehouses and other buildings within the said Town and all loose grass, weeds, twigs and other combustible matter shall not be allowed to accumulate on any premises within the said Town, but shall be so disposed of as not to create a nuisance and any person who fails to comply with the provisions of this section shall be liable to the penalties provided for a breach of this Bylaw;
- 3.27 Any person disposing of garbage, trees or tree clippings or other refuse onto private or public property, unless designated as a disposal site within the said Town, shall be liable to the penalties provided for a breach of this Bylaw.

#### **SECTION 4 ORGANICS COLLECTION**

- 4.1 No householder, proprietor, property owner or other person within the Town shall dispose of Organics **EXCEPT** in accordance with this bylaw;
- 4.2 All properties in Town that have a Garbage Cart must also have Organics Collection service in accordance with this Bylaw;
- 4.3 Organics shall be at the pick-up location by 7:00 a.m. on collection day;
- 4.4 Organics collection shall be every week;
- 4.5 Unless otherwise permitted or instructed by the Town or the Organics Collection Agent, all Organic Carts set out for collection must be placed on the roadway in front of the property the Organic Cart belong to. The Organic Carts must be placed not less than 0.5 meters and not more than 1.5 meters from the curb, with the arrow on the Organic Cart lid pointing away from the property, perpendicular to the curb. The Organic Cart lid must be in a closed position, covering the mouth of the Organic Cart, at all times while the Cart is placed in the position for pickup as outlined in this bylaw. Organic Carts must be set out for collection in such a manner as not interfere in any way with vehicular or pedestrian traffic;
- 4.6 Any Organic Cart which is set out for collection at a location other than as directed in this Bylaw shall be deemed to be a violation of this bylaw, and the Bylaw Enforcement Officer will be contacted. Every effort will be made to determine who placed the Organic Cart in the location and the person will be contacted;
- 4.7 The owner or occupant of every property with Organic Cart service shall provide an Organic Cart of sufficient size to contain the organics (with lids closed) generated from those premises during the period between Organics collections. Organics must not be packed in to the Organic Cart in such a way that will prevent the Cart from being emptied;
- 4.8 Where the Organics can not be contained within one (1) Organic Cart, the owner of the property shall be required to use a single larger Organic Cart. If the Town does not offer a larger Organic Cart, the owner of the property shall provide an alternative service for their property with a container of sufficient size to contain all the Organics generated from those premises during the period between Organics collections, or dispose of those Organics in the same manner as Garbage, if permitted;
- 4.9 Every householder and proprietor shall maintain and keep in good condition

sufficient Organic Cart as required by this bylaw for all Organics upon the premises owned or occupied by him, and shall ensure that the container lid is kept securely over the mouth of all such containers except when said cans are actually being filled or emptied;

- 4.10 Every householder, proprietor, or other person shall dispose of Organics upon the premise owned or occupied by him by placing or causing the same to be placed in a Organic Cart maintained for that purpose, or in such other container as is specifically permitted by this bylaw, but not elsewhere;
- 4.11 All other regulations as apply to Garbage collection shall also apply to Organics collection.

## **SECTION 5                    RECYCLING COLLECTION**

- 5.1 No householder, proprietor, property owner or other person within the Town shall dispose of Recycle Materials **EXCEPT** in accordance with this bylaw;
- 5.2 All residential properties in Town that have a Garbage Cart must also have Recycling Collection in accordance with this Bylaw;
- 5.3 Recycle materials shall be at the pick-up location by 7:00 a.m. on collection day;
- 5.4 Recycle materials collection shall be every week;
- 5.5 All recycle materials set out for collection must be placed on the boulevard or front of the property, in a manner that is accessible for the Recycle Collection Agent, but does not interfere in any way with vehicular or pedestrian traffic;
- 5.6 All Recycle Materials set out for collection in accordance with this bylaw must be placed and secured in a Blue Bag, with the exception of cardboard boxes which must be collapsed and secured to any other cardboard boxes also set out for collection on the same collection day with twine, string, or some other similar material to secure multiple items together for an extended period of time;
- 5.7 Materials for recycling collection shall be placed in clear containers so that the contents can be viewed to ensure that there is no contamination of the material. If any contamination of Recycling Material is noted, the material will not be collected and a sticker noting the contamination will be placed on the bag. Any person who fails to comply with the provisions of this section shall be deemed to have thereby created an offence and shall be liable to the penalties provided for a breach of this bylaw;
- 5.8 Any Recycle Materials which are set out for collection at a location other than as directed in this bylaw, or in a manner other than directed in this bylaw will be left at the location where it is placed and the Bylaw Enforcement Officer will be contacted. Every effort will be made to determine who placed the Recycle Materials in the location and the person will be contacted;
- 5.9 The owner, tenant, occupant or other person in charge of a dwelling or other building shall provide sufficient facilities to contain the Recycle Materials generated from those premises during the period between Recycle Material collections in an orderly manner and that Recycle Materials are not allowed to spill over or accumulate on any land or street or adjoining public or private property. All plastic bags and loose material must be suitably tied to ensure that the Recycle Materials are not disturbed, spread or distributed due to animals, weather conditions, vehicles or other persons. Every such person shall be held responsible for any violation of this section regardless of the cause of such violation. Failure to contain Recycle Materials in an approved manner may also be considered a violation of an result in action under the Unsightly Premises Bylaw;
- 5.10 The Recycle Collection Agent will only collect Basic Volumes of Recycling Materials. Should the householder or proprietor require greater weekly disposal of Recycle Materials, they will contract with a contractor in the business of Recycle Material disposal to provide this service;

- 5.11 Every householder, proprietor, or other person shall dispose of Recycle Materials upon the premise owned or occupied by him by placing or causing the same to be placed for pickup in a manner described in this bylaw, but not elsewhere;
- 5.12 No stickers or proof of payment are required on recycling material;
- 5.13 All other regulations as apply to garbage collection shall also apply to recycle collection.

## **SECTION 6                    ADMINISTRATION**

### **6.1            General**

- 6.1.1 The provisions of the Bylaw shall form part of a contract between the consumer and the Town for Garbage and/or Organics and/or Recycle collection hereunder which supply shall be subject to all the provisions of this Bylaw;
- 6.1.2 Any provision, agreement, term, condition or representation contained in this contract is not transferable and shall remain in full force and effect until the consumer has notified the Town of his/her desire in writing to terminate said contract or until said contract shall have been terminated by the Town. Following written notification by a consumer of his/her desire to terminate a contract hereunder, the Town shall discontinue Garbage, Organic or Recycle collection hereunder will be discontinued as soon as reasonably practicable and the consumer shall be liable for and shall pay all of the rates and charges payable hereunder until the time of such discontinuation. Termination can only be done in instances of property sale or transfer or if the service level is changed in accordance with this bylaw.
- 6.1.3 Account information, account changes or account cancellations can only be made by the registered account holder. Should the account holder information require modification, the current account holder must notify the Town, as specified in 6.2.3.

### **6.2            Owner Responsibility**

- 6.2.1 Any person who desires a new Garbage, Organic or Recycle collection service from the Town shall make application in writing to the Town and shall pay the Application Fee specified in "Schedule A" attached to and forming part of this Bylaw and which may be amended from time to time by resolution of Council. Such application shall be made not less than 24 hours prior to requiring the service except that it shall coincide with the normal business hours of the Town;
- 6.2.2 Ownership of all Garbage and Organic Carts belong to the Town or their Garbage or Organic collection agent. Each property will be permitted use of the carts solely for the purposes outlined in this Bylaw. Maintenance, repair to ensure the continuing good working order of the carts, and proper and secure storage shall be the responsibility of the property owner. Replacement of the carts in instances of damage or theft by anyone other than the Town or Town's agent will be the responsibility of and at the cost of the property owner or account holder, as designated in "Schedule A" attached to and forming part of this Bylaw and which may be amended from time to time by resolution of Council;
- 6.2.3 The Town will bill the registered owner, as reported by the Alberta Land Titles Office, for utility services in accordance with this Bylaw, unless the registered owner has made provisions for direct renter billing as specified in this Bylaw. In the event of change of property ownership, the Town will bill the new registered owner upon notification of transfer of title from the Alberta Land Titles Office.

## **SECTION 7 BILLING, COLLECTION AND ENFORCEMENT**

### **7.1 General**

- 7.1.1 The full cost of Garbage, Organics and Recycling collection and disposal shall be paid out of the general revenue of the Town and collected through fees established by Council. These fees shall be included on the utility billing in accordance with this Bylaw. These fees form "Schedule A" of this Bylaw;
- 7.1.2 Should the Town be unable to determine the actual fees to be billed to any property, the Municipal Manager shall estimate the fees to be charged and render an account based upon such methods he considers to be fair and equitable;
- 7.1.3 All rates and charges payable hereunder shall be paid to the Town;
- 7.1.4 Failure of an owner or renter to receive an account shall in no way affect the liability to pay the account.

### **7.2 Owner Responsibility**

- 7.2.1 The Owner will receive and pay all Town utility bills of the property that is serviced by utilities services, unless a renter/owner agreement is signed; stating that the renter will be paying and receiving the utility bills. This form must be received and processed by the Town prior to the implementation of billing to the renter of any property.
- 7.2.2 When a current renter moves out of a rental property or a non-owner account holder wishes to discontinue their account, it is the owner's responsibility to inform the Town to administrate the change of billing address and the owner will be responsible for payment of the utility services charges;
- 7.2.3 If the renter refuses to be responsible and makes no deposit as required in "Schedule C" with the Town, then Owner will be responsible for any outstanding amount, as per "Schedule B" attached to and forming part of this Bylaw and which may be amended from time to time by resolution of Council;

### **7.3 Renter Responsibility**

- 7.3.1 The Renter will receive and pay all Town utility bills for the property that he/she is renting that is serviced by utilities services, if a renter/owner agreement is signed, as per "Schedule B" attached to and forming part of this Bylaw and which may be amended from time to time by resolution of Council; stating that the renter will be paying and receiving the utility bills and the form is received by the Town;
- 7.3.2 If the Renter assumes full responsibility for utility bill payments there will be a requirement for a deposit as required in "Schedule C" prior to the activation of the utilities services and transfer of the utility account to the Renter's name, as per "Schedule C" attached to and forming part of this Bylaw and which may be amended from time to time by resolution of Council;
- 7.3.3 The Utilities Deposit will be refunded by the Town to the Renter after all outstanding utility amounts have been paid and the Renter has vacated the property. Paragraph 7.2.2 will then take affect;

### **7.4 Payment Period**

- 7.4.1 All accounts, including interim accounts for utilities services, shall be due and payable on the last working day of the following month of the statement. Accounts not paid on or before that day shall be liable to a penalty of 3.5% per month.

### **7.5 Unpaid Accounts**

- 7.5.1 Any owner who fails to pay his/her account will have the outstanding balance that is more than 30 days overdue automatically transferred to his/her property tax roll;



- 7.5.2 Any renter (who has signed the “Schedule B” renter/owner agreement – owner responsible) who fails to pay his/her account within seven (7) days after the penalty date shall have a letter of notification of non payment sent to his/her landlord/landlady. Any outstanding balance that is more than 30 days overdue will automatically be transferred to the owner’s property tax roll;
- 7.5.3 The Municipal Manager may authorize any overdue account to be transferred to the related tax roll as the Municipal Manager deems necessary;
- 7.5.4 Any overdue account transferred to the property tax roll shall have overdue account transfer fee applied to the account at the time of transfer, as specified in “Schedule A” forming part of this Bylaw and which may be amended from time to time by resolution of Council.
- 7.6 **Partial Period**
- 7.6.1 Where any service rate or charge is designated by reference to a time certain, the charge for a lesser period of time shall be calculated on a proportionate basis.

## **SECTION 8 APPEALS**

### **8.1 General**

- 8.1.1 Notwithstanding any other provisions of this Bylaw or “Schedule A”, any consumer who feels himself aggrieved in respect of rates charged to him/her under “Schedule A”, on the grounds that such rates are unfair, unreasonable or discriminatory may, by notice of appeal in writing delivered to the Municipal Manager specifying the grounds of such appeal, appeal such rates. Such appeals shall in the first instance be heard and determined by the Municipal Manager, provided that if such consumer is not satisfied with such determination, he may further appeal the matter to Council and the decision of Council shall be final.

## **SECTION 9 OFFENCES AND PENALTIES**

### **9.1 General**

- 9.1.1 Any person found to be violating any provision of this ordinance shall be served by the Town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall within the period of the time stated in such notice, permanently cease all violations;
- 9.1.2 Any person who shall continue any violation beyond the time limit provided for in paragraph 9.2 shall be guilty of a misdemeanour and a conviction shall be fixed in the amount not exceeding two hundred dollars (\$200.00) for each violation. Each day in which any violation shall continue shall be deemed a separate offence; and
- 9.1.3 Any person violating any of the provisions of this Bylaw shall become liable to the Town for any expense, loss or damage occasioned to the Town by reason of such violation.
- 9.1.4 Any person who contravenes, disobeys, refuses or neglects to obey any provision of the bylaw is guilty of an offence and liability on summary conviction of a fine of up to \$300.00 plus costs.
- 9.1.5 Any written notice issued under provision 9.1 of this bylaw shall be deemed to be sufficiently served if served personally upon the person alleged to have committed the breach or upon the owner, occupier or other person in charge of the premises upon which the breach is alleged to have been committed or if mailed to the address of the owner, occupier or other person in charge of the premises upon which the breach is alleged to have been committed.

**SECTION 10 AMENDMENTS**

**10.1 General**

10.1.1 The Council of the Town of Onoway may, by Bylaw or resolution in Council, alter, amend or repeal any or all of the Schedules which form part of the Bylaw.

**SECTION 11 SEVERANCE**

11.1 If any provision herein is adjudged by a Court of competent jurisdiction to be invalid for any reason, then that provision shall be severed from the remainder of this Bylaw and all other provisions of this Bylaw shall remain valid and enforceable.

**SECTION 12 VALIDITY**

12.1 This Bylaw shall come into force and effect on the final date of passing thereof.

12.2 That Bylaws 452-94, 455-94, 498-97, 521-98, 524-98 and any other bylaws related to the collection and disposal of solid waste be rescinded in their entirety upon passing of this bylaw.

**READ A FIRST TIME THIS 11<sup>th</sup> DAY OF FEBRUARY, 2008**

**READ A SECOND TIME THIS 11<sup>th</sup> DAY OF FEBRUARY, 2008**

**UNANIMOUSLY CONSENTED TO AND READ A THIRD TIME THIS 11<sup>th</sup> DAY OF FEBRUARY, 2008.**

Signed by George Jendyk  
**Mayor**

Signed by Ryan Bard  
**Municipal Manager**

**DATE OF SIGNING 26<sup>th</sup> Day of FEBRUARY, 2008.**

**SCHEDULE "A" Waste Bylaw Fee Schedule**

**1. GARBAGE & ORGANIC FEES:**

48 Gallon Cart	\$19.99 per month, per Cart
65 Gallon Cart	\$32.50 per month, per Cart
96 Gallon Cart	\$48.50 per month, per Cart

All Garbage dumpsters will be charged \$66.70 per tonne of garbage disposed (or the current per-tonne fee being charged to the Town of Onoway for disposal by the Highway 43 East Waste Commission, its heirs and successors) based on actual weights provided to the Town Office by the garbage contractor.

**2. RECYCLE FEES**

Residential Property Collection	\$4.21 per month
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**3. OTHER FEES**

Application Fee	\$0.00
Bin Size Change Fee	
1 <sup>st</sup> change in 12 month period	\$0.00 per change
2 <sup>nd</sup> and subsequent change(s) in 12 month period	\$25.00 per change
Cart Replacement	\$100.00 per Cart
Overdue Account Transfer Fee	\$25.00 per month transferred

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SCHEDULE B

Renter / Owner Agreement (Owner Responsibility)

Date: \_\_\_\_\_

Town of Onoway  
Box 540  
Onoway, AB T0E 1V0

RE: Property Located at:  
\_\_\_\_\_

Utility Account #  
\_\_\_\_\_

Meter Read  
\_\_\_\_\_

Effective Date  
\_\_\_\_\_

Dear Utility Clerk:

I am the property owner of the above noted property located within the Town of Onoway.

I am renting this property to:

\_\_\_\_\_  
Renter's Name

\_\_\_\_\_  
Mailing Address

The above named renter and I agree that the water, sewer and garbage utilities bills for this property will be mailed to the renter. However, as the owner, I acknowledge that I am ultimately responsible for the payment of the billing. I also acknowledge that any unpaid balance from this account may be transferred to this property tax roll. I agree that water service will be shut off at this property for non-payment **only at my request**. The Town of Onoway is not obligated to collect unpaid accounts on my behalf.

\_\_\_\_\_  
Owner's Name – Please print

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

I am the above named renter and I agree that any information regarding my utility account may be released to the property owner at any time at the request of the owner **OR** at the discretion of the Town of Onoway.

\_\_\_\_\_  
Renter's Name – Please Print

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

(The above information is being collected for the purposes stated)

**SCHEDULE C**

**Renter / Owner Agreement (Renter Responsibility)**

Date: \_\_\_\_\_

Town of Onoway  
Box 540  
Onoway, AB T0E 1V0

RE: Property Located at:  
\_\_\_\_\_

Utility Account #  
\_\_\_\_\_

Meter Read  
\_\_\_\_\_

Effective Date  
\_\_\_\_\_

Dear Utility Clerk:

I am the property owner of the above noted property located within the Town of Onoway.

I am renting this property to:

\_\_\_\_\_  
Renter's Name

\_\_\_\_\_  
Mailing Address

The above named renter and I agree that the water, sewer and garbage utilities bills for this property will be mailed to the renter. However, as the owner, I acknowledge that any unpaid balance (over and above the Utilities Deposit (\$200.00) from this account may be transferred to this property tax roll. I also agree that the Town of Onoway is not obligated to collect unpaid accounts on my behalf.

\_\_\_\_\_  
Owner's Name – Please print

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

I am the above named renter and I am acknowledging that the amount of \$200.00 (Utilities Deposit) shall be use for unpaid utilities accounts and that the water at the said property may be disconnected.

I am the above named renter and I agree that any information regarding my utility account may be released to the property owner at any time at the request of the owner **OR** at the discretion of the Town of Onoway.

\_\_\_\_\_  
Renter's Name – Please Print

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

(The above information is being collected for the purposes stated)

