

CONSOLIDATION OF THE BYLAW OF THE CITY OF LETHBRIDGE
FOR THE PROVISION OF WASTE SERVICES
IN THE CITY OF LETHBRIDGE

WHEREAS City Council may pass bylaws for municipal purposes respecting public utilities;

AND WHEREAS City Council has established a system for the collection, removal and disposal of garbage and waste.

NOW THEREFORE, THE COUNCIL OF THE CITY OF LETHBRIDGE, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as "The Waste Bylaw".
2. In this Bylaw unless the context otherwise requires:
 - (a) "ACCOUNT" means an agreement between the Applicant and the City of Lethbridge for the provision of Utilities.
 - (b) "APARTMENT (MORE THAN 6 DWELLING UNITS)" shall mean any premise occupied or used as an abode or residence or place of living consisting of more than six dwelling units.
 - (c) "APPLICATION" shall mean the application made by an Applicant to the City for the supply of Utilities.
 - (d) "APPLICANT" means the owner or occupier of a specific property for which Utilities are requested or provided.
 - (e) "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.
 - (f) "AUTOMATED COLLECTION" means the collection of waste by a system of mechanical lifting and tipping of containers into specially designed vehicles.
 - (g) "BIOMEDICAL WASTE" means medical waste that requires proper handling and disposal because of environmental, aesthetic, and health and safety concerns as well as risks to human health and includes:

- (i) human anatomical waste;
- (ii) infectious human waste;
- (iii) infectious animal waste;
- (iv) microbiological waste;
- (v) blood and body fluid waste; and

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- (vi) medical sharps, such as needles, syringes, blades, or other clinical or laboratory materials capable of causing punctures or cuts.

- (h) "BOULEVARD" means that portion of highway between the curb lines or lateral lines of a roadway and the adjoining property lines, exclusive of the sidewalk; also that portion of a street between the curb lines or lateral lines of a divided roadway;
- (i) "BUILDING Waste" means all waste produced in the process of constructing, demolishing, altering or repairing a building and shall include, but not be limited to soil, vegetation and rock displaced during the process of building.
- (j) "BYLAW ENFORCEMENT OFFICER" means such person or persons as shall from time to time be appointed by the City Manager.
- (k) "CITY" means the corporation of the City of Lethbridge or the area contained within the boundaries thereof, as the context requires.
- (l) "COLLECTOR" means a person or corporation who collects waste within the City for and on behalf of the City.
- (m) "COMMERCIAL COLLECTION" means the collection of waste from any bulk waste container with capacity of 1m³ or greater requires mechanized collection.
- (n) "CONDOMINIUM" means a premise divided into individually owned units as described in the Condominium Property Act, R.S.A. 2000, Chapter C-22. Condominiums that contain 2 to 6 dwelling units are considered to be the same as Multi-Family Residential. Condominiums that contain greater than 6 dwelling units are considered to be the same as Apartments.
- (o) "CUBIC METRE" for the purposes of collection shall be one cubic meter of volume of waste.

- (p) "CURB" means the actual curb, if there be one, and if there be no curb in existence, shall mean the division of a highway between that part thereof intended for the use of vehicles and that part thereof intended for the use of pedestrians;
- (q) "CUSTOMER" shall mean any person, corporation or organization who has entered into a contract with the City for utility provision at a particular premises, or who is the owner or occupant of any premises connected to or provided with a utility.
- (r) "DESIGNATED MATERIAL" means readily recyclable materials that have been identified for diversion from landfill disposal. These materials are listed in Schedule "E".
- (s) "DWELLING UNIT" shall mean one or more rooms useable as a residence operated as a single housekeeping unit and having its own sleeping, cooking and sanitary facilities.
- (t) "ENGINEER" means the Infrastructure Services Director for the City of Lethbridge or his duly authorized agent or representative.
- (u) "FOOD WASTE DISPOSAL UNITS" means an electrically operated unit intended to be used with kitchen sinks and designed to grind garbage into a state suitable for discharge into the sanitary sewer system.
- (v) "GARBAGE" means waste bi-products produced from household & commercial process and can be composed of organic and inorganic material.
- (w) "HAZARDOUS WASTE" means any substance or thing that falls within the definition of hazardous waste in Schedule 1 of Alberta Regulation July 6, 1999 192/96, the Waste Control Regulation.
- (x) "HOTEL" means premises providing sleeping accommodation and ancillary services in rooms or suites of rooms primarily for the traveling public, and shall include a motor hotel and any place of public accommodation which holds itself out or advertises its premises as a hotel.
- (y) "LANDFILL" means an area maintained by the City and designated as such by the Engineer.

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- (z) "LANE" means a narrow highway intended chiefly to give access to the rear of buildings and parcels of lands.
- (aa) "MANUAL COLLECTION" means collecting waste by manually tipping cans or lifting bags into a waste collection vehicle.
- (bb) "MEDICAL HEALTH OFFICER" means the director in charge of the Chinook Health Region.
- (cc) "MULTI-FAMILY RESIDENTIAL PREMISES (2-6 DWELLING UNITS)" shall mean any premises occupied or used as an abode or residence or place of living consisting of more than one dwelling unit and less than or equal to 6 dwelling units.
- (dd) "NON-RESIDENTIAL CUSTOMER" shall mean a customer owning or occupying a premises that does not contain a dwelling unit.
- (ee) "OCCUPANT" shall mean a person or corporation in actual possession of any premises either as owner or tenant.
- (ff) "OWNER" shall mean the registered owner of the property or the purchaser thereof who is entitled to occupy and enjoy the property.
- (gg) "PENALTY DATE" shall mean the current bill date plus 23 days.
- (hh) "PLASTIC GARBAGE BAG" means a sturdy plastic bag specifically marketed to store waste, and excludes bags that are intended for other purposes.
- (ii) "PREMISES" means any land, building or part of a building supplied with Utilities by the City.
- (jj) "RESIDENTIAL CUSTOMER" shall mean a customer owning or occupying a premise that is a single family residential premise, multi-family residential premise, apartment or a condominium.
- (kk) "RETAIL SERVICES AGENT" means City of Lethbridge Utility Services as pertaining to customer services, billing and accounts receivable.

- 24/11/14(kk) "SHARPS" shall mean needles, syringes, blades or other clinical or laboratory materials capable of causing punctures or cuts.

- (ll) "SIDEWALK" means that part of a highway primarily intended for the use of pedestrians and includes the part lying between the curb line or edge of the roadway and the adjacent property line, whether or not paved or improved.
- (mm) "SINGLE FAMILY RESIDENTIAL PREMISES (1 DWELLING UNIT)" shall mean any premise occupied or used as an abode or residence or place of living consisting of a single dwelling unit.
- (nn) "STREET" means a public thoroughfare within the City and includes, where the context so allows, the sidewalk and borders of the street and all parts appearing in the Land Titles Office as set aside for a public thoroughfare; when used in distinction to a lane it means the public thoroughfare on which the premises in question front.
- (oo) "TRADE PREMISES" means any premises used or intended to be used for carrying on any trade, business, education, research or industry.
- (pp) "TREASURER" shall mean the Director of Corporate Services of the City, or an agent or City employee authorized by such Director to act on behalf of the Director.
- (qq) "UTILITY" and "UTILITY PROVISION" shall mean and include, as the context may require:
- The supply of water;
 - The provision of wastewater collection and disposal;
 - The provision of waste collection and disposal;
 - The provision of recycling services
 - The provision of electric services
- (rr) "UTILITY SERVICES" shall mean the provision of retailing billing and customer care services on behalf of the Utilities
- (ss) "WASTE" means any discarded household debris, commercial debris, recyclables, or household hazardous wastes as herein defined.
- (tt) "WASTE BIN" means any bulk waste container with capacity of 1m³ (1.3y³) or greater requiring mechanized collection.
- (uu) "WASTE COLLECTION CART" means a cart that is supplied by the City of Lethbridge designed to place waste into then rolled to a collection point and emptied by an automated collection truck.

(vv) "WASTE RECEPTACLE" means a container designed or used for containing waste awaiting collection and disposal.

(ww) "WET GARBAGE" means the kitchen waste containing liquids originating from hotels, boarding houses and restaurants but excludes drained kitchen waste which have been properly packaged.

3. Except as otherwise provided in this Bylaw, the City shall provide for the public collection and removal of waste within the limits of the City and shall supervise the facilities and equipment necessary or desirable for the management of waste collected or disposed by the City.

4. The Engineer shall:

(a) supervise the collection, removal and disposal of waste, and

(b) direct the days and times that collections shall be made from different portions of the City,

(c) decide as to the quantities and classes of waste to be removed from any premises or accepted by the City for disposal,

(d) decide as to the method in which waste will be collected,

(e) decide as to the location from which waste collection will take place,

(f) decide on the minimum waste storage capacity.

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5. Any waste that is to be collected, whether it be in a waste receptacle, waste bin or waste collection cart:

(a) must be bagged

(b) where bagging is not possible must be prepared or packaged in a manner that will prevent material from escaping.

6. The occupant of the premises will be provided with a waste collection cart for an automated collection service.

(a) The city will provide the first cart to a premises;

(i) The cart is to stay at the premises at all times;

- (ii) The City may, at the time of collection or any other time, remove, repair or replace any obsolete, damaged or non-serviceable carts;
- (iii) If the waste collection cart is lost, stolen or damaged resulting from customer negligence, the customer is responsible to purchase a replacement cart from the City.
- (b) A waste receptacle shall not be filled to a height greater than 5 cm from the top of the receptacle.

7. The weight of waste in a waste collection cart shall not exceed 100kg.

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

(a) No person who shall set out waste 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.

(b) 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 been granted by the owner.

(c) Automated waste collection carts shall be:

(i) set out in accordance with the instructions and operating policy of the engineer;

(ii) set out on the street by the curb or in the lane on collection day;

(iii) set out so that they will not be likely to be overturned;

(iv) stored on the property when not being used.

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(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 Engineer;
 - (iii) all waste bins used to store commercial or residential waste shall have lids or covers suitable to contain waste in 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) the waste bin lids must be left closed except when depositing waste in order to reduce odors and to prevent waste from being blown from the bins.
 - (vi) All waste bins are kept clean and sanitized to control odors.
 - (vii) There is adequate waste bin storage capacity to meet the needs of the occupants.
 - (viii) All waste is stored within the waste bin.
9. Enclosures are required for commercial waste bins and shall meet the minimum instruction, operating policy and design standards as set by the Engineer.
- (a) A suspension of waste collection services may result if the enclosure or sighting requirements are not met for the commercial waste bin.
10. An occupant of premises from which garbage is to be collected shall:
- (a) Thoroughly drain all household garbage and place it in a plastic garbage bag before disposing of it in the waste receptacle.
 - (b) Quench all ashes prior to collection
 - (c) double bag all light, dusty, or objectionable materials including cooled ashes, powders, sawdust, vacuum cleaner bags, furnace filters, animal feces and absorbents, and disposable diapers.
 - (d) use protective packaging (sturdy sealed cardboard box or rigid disposable plastic container) for the disposal of sharp, dangerous items including broken glass, razor blades, sheet metal scraps, and items with exposed screws or nails.

11. The City shall collect waste from each residential premise a minimum of once each week.
12. Waste receptacles must be placed at collection points no later than 7:00 A.M. on the scheduled collection day.
 - (a) All waste receptacles must be removed from the street or lane within 24 hours of being emptied on the collection day and stored on the property when not in use. Any waste receptacle improperly left on the street or lane may be removed by the City.
13. The City shall not remove the following from premises:
 - (a) highly combustible or explosive materials including but not limited to liquid or solid fuels, gunpowder, ammunition or explosives,
 - (b) hot ashes,
 - (c) compressed gas, propane or butane cylinders,
 - (d) 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,
 - (e) biomedical waste and sharps,
 - (f) large or bulky items such as mattresses, box springs, dressers, tables, chairs, major appliances, auto and truck parts, tires, tree limbs, whole shrubs or discarded heavy machinery except for materials that are collected as part of the Large Item Service,
 - (g) electronic equipment including micro-waves, televisions, computers, computer monitors, keyboards, and associated cables, or any other material that is managed through the Province of Alberta Electronics Recycling Program,
 - (h) Dead animals and animal parts from hunting or trapping,
 - (i) paint, solvents or any other material that is managed through the Province of Alberta Paint Recycling Program.

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14. A Large Item Service program will be delivered as per Administrative policy describing the program and approved by City Council.
15. A person carrying out the construction, alteration or demolition of buildings or other building operations shall remove from any portion of the street or lane adjacent to such work and from any public place where the same have been deposited all earth, rubbish or waste materials.
 - (a) The city will rent to owners of residential or commercial premises, waste bins for the purpose of removing household waste, renovation or construction material.
16. All waste unacceptable for removal by the City shall be disposed of by the occupant in the Landfill or in such other location as from time to time may be approved of in writing by the Engineer.
 - (a) No potentially hazardous waste shall be delivered to the Landfill until arrangements have been made with the Engineer for disposal.
17. For the purpose of performing the duties assigned by this Bylaw, every Bylaw Enforcement Officer appointed by the Engineer may enter land from which the City is required to remove waste at all reasonable times.
 - (a) City collectors, as directed by the Engineer or his designate, may need to enter onto private property to retrieve waste receptacles or waste collection carts for emptying or to perform other duties as assigned by this Bylaw.

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18. The City shall own:

- (a) All waste collected from premises by the City pursuant to the provisions of this Bylaw and the sole right to dispose of same; and
- (b) All waste delivered to the Landfill for disposal and the sole right to dispose of same;

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- (c) All waste collection carts used in automated collection;
- (d) All waste bins used in commercial waste collection where the City is the service provider.

19. No person shall convey through any street in the City any waste except in the properly covered metal receptacle or in a vehicle which is covered with canvas or tarpaulin, or other covering so that the contents are protected from being wind borne or falling on the streets, and to protect the contents from flies and to minimize as much as practicable the escape of any offensive odors. It shall not be necessary that a vehicle carrying solely soil, sand, gravel, or concrete be covered with a canvas or a tarpaulin.
20. 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 section 20.

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- (b) Where the contractor is working on more than one building site and they are adjoining, he may provide one building waste bin for each three building sites.

- (c) 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.

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- (d) 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.

- (e) 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.

- (f) The Engineer 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.

21. No person shall deposit waste in a waste bin or waste collection cart without the consent of the person who has contracted with the City for the waste bin or waste collection cart.
22. It shall be unlawful for any person to dump building waste, garbage or other waste material anywhere within the limits of the City of Lethbridge, except in the location designated by the Engineer as the Landfill, or in such other location as is approved in writing by the Engineer.
 - (a) No person shall dump waste in the Landfill except as directed by an employee or agent of the City of Lethbridge. The engineer shall be entitled to recover the remediation costs for any improper waste disposal in addition to the specified penalties listed for disposal.
 - (b) No person shall scavenge in the Landfill.
 - (c) No person shall dump paper, plastic or other materials likely to blow free in the Landfill unless the same is securely wrapped and tied or bagged.
 - (d) The Engineer may prescribe times in which no waste may be dumped in the Landfill and shall post signs at the entrance to the Landfill to this effect. No person shall dump waste in the Landfill during times when such dumping is prohibited.

- (e) No person shall deposit the following in the landfill:
 - i) Hazardous waste
 - ii) Bulk liquid other than sump waste
 - iii) Domestic waste water
 - iv) Explosives
 - v) Radioactive waste
 - vi) Biomedical waste
 - vii) Sharps
 - viii) Ozone depleting substances
 - ix) Any material that has been designated for recycling through the Alberta Recycling Management Authority
23. The Enhanced Free Landfill Disposal program will consist of:
 - (a) Year round access on every Saturday during the year,
 - (b) Free landfill disposal will be available to all city of Lethbridge residential customers that receive waste services from the City.

- (c) Free disposal of up to 250 kilograms of residential waste and recyclables.
 - (d) Minimum charges as shown in Schedule “B” are waived for this program.
 - (e) Special waste, Freon removal, residential waste in excess of 250 kilograms, and loads arriving at the landfill unsecured are excluded from the Enhanced Free landfill Disposal Program and are subject to fees as set out in Schedule “B”.
24. Save as herein specifically provided, nothing in this Bylaw shall be deemed to nullify, amend, supersede or repeal any provisions of the Bylaw of the City of Lethbridge relating to fires or to public health but in the event of any conflict between such Bylaws and this Bylaw, the provisions of this Bylaw shall be modified only to the extent necessary to give effect to the fire or health requirements as the case may be.
25. All customers in the City of Lethbridge within such area and pickup frequency as may be designated by the Engineer for the provision of garbage collection services, shall pay to the City a charge as set out in Schedule "A" to this Bylaw.
- (a) Charges for the depositing of waste at the Landfill shall be as set out in Schedule “B”.
 - (b) Any person wishing to dispose of waste at the Landfill and establish a charge account for same shall first make application to the Engineer.
 - (c) A commercial hauler hauling waste from outside the City of Lethbridge, who wishes to dispose of waste at the Landfill shall first make an application to the Engineer and, at the discretion of the Engineer, shall establish an account to be paid on the time elapsed basis.
 - (d) The Engineer shall cause such measurements to be made and records to be maintained as he deems necessary to estimate or determine the volume of waste removed from any premises and on the basis of such measurements and records shall establish the monthly charge to be levied on any occupier or commercial hauler. The Engineer on being satisfied that any estimate required to be amended may establish new charges.
 - (e) Where conditions exist which could require the application of a different rate, such rate will apply from the date that written notification is received by the Engineer from the customer.

- (f) In the event that the charged volume is in error adjustments to the charges will be made for a period not exceeding the twelve months prior to date of notification of the error.
 - (g) A customer shall comply with the Customer Account Terms and Conditions as set out in Schedule 'D'.
 - (h) For the purpose of billing, the customer contracted with the City of Lethbridge for the supply of water will be the customer billed for residential charges as shown in Schedule "A".
26. The City Manager, may from time to time, and upon such conditions as he deems appropriate, appoint such person, or persons to the position Bylaw Enforcement Officer of the City of Lethbridge for the purpose of enforcement of this Bylaw.
27. A person contravening any provisions of this Bylaw and any person responsible for such contravention is guilty of an offence and is liable upon summary conviction in a Court of competent jurisdiction to a fine not exceeding FIVE HUNDRED (\$500.00) DOLLARS and costs.
- (a) Contravention of the Bylaw may result in the suspension of waste delivery services.
28. Where any Peace Officer or Bylaw Enforcement Officer believes that any person has committed a breach of any provision of this Bylaw set out in of Schedule "C" hereto, he may serve upon such person a notice or tag as provided herein.
- (a) Service of any such notice or tag shall be sufficient if it is:
 - (i) personally served;
 - (ii) served by double registered mail;
 - (iii) when applicable attached to a vehicle in respect of which the offence is alleged to have been committed.
 - (b) Upon production of any such notice or tag within seven days from the date of service of such notice, together with the payment of the sum specified in the Schedule hereto to a person authorized by the Chief of Police of the City of Lethbridge to receive such payment, and official receipt for such

payment shall be issued, and subject to the provisions of this Section, such payment shall be accepted in lieu of prosecution.

- (c) If the person upon whom any such notice or tag is served fails to pay the said sum within the time allotted, the provisions of this Section shall no longer apply.
 - (d) Nothing in this Section contained shall:
 - (i) prevent any person from exercising his right to defend any charge of committing a breach of any of the sections in Schedule “C” hereto;
 - (ii) prevent any person from laying an information complaint against any other person for committing a breach of any of the sections in Schedule “C” hereto; and
 - (iii) prevent any person from exercising any legal right such person may have to lay an information or complaint against any other person (whether such other person has made a payment under the provisions of this Bylaw or not), for breach of any of the sections in Schedule “C” hereto.
 - (e) Where any person has made a payment pursuant to the provisions of this Section and is prosecuted for the offence in respect of which such payment has been made, such payment shall be refunded.
29. For the purpose of this Part, the Owner of a parcel of land is ultimately responsible for that parcel and shall also be responsible for that portion of any highway, road or lane which adjoins that parcel and lies between the boundary of the parcel and the middle of the highway, road or lane.
- (a) With the exception of the Large Item Service as described in Section 14, no person shall create or maintain or permit on or at any street or lane for which the occupant is responsible for and within his control or management:
 - (i) the placement of waste;
 - (ii) the placement of branches, shrubs or organic material;
 - (iii) the placement of construction, renovation, or building material.

- (b) The Engineer or his designated authority may personally serve or serve by registered mail a notice in writing upon any person required to comply with the provisions of 29 & 29(a), the notice in writing shall set forth:
 - (i) a description of the land on which the proposed removal of material is to apply;
 - (ii) the purpose for having the removal made;
 - (iii) the objects or materials to be removed;
 - (iv) if applicable, the amount the City is ready to pay in cost for the removal of object from the land.
 - (c) In default of the owner or occupant failing to comply with a notice from the Engineer or his designated authority pursuant to the provisions of 31(b), the City may do the work, and where applicable, do the work at the expense of the owner in default.
 - (d) The expenses incurred by the City for the work done, where applicable may be recovered with costs by action in any Court of competent jurisdiction or in a like manner as municipal taxes.
30. Bylaw 5544 shall be repealed.

SCHEDULE "A"
CHARGES FOR RESIDENTIAL & COMMERCIAL GARBAGE
COLLECTION SERVICE

1. The waste collection charge for residential customers will be \$0.447 dollars per day per dwelling unit. This rate applies to all residential customers in single family, multi-family residences and condominiums containing up to and including 6 units.
2. The "Waste Collection Charge" for single family residential customers, multi-family residential and condominium customers will be reduced to \$0.3895 dollars per day per dwelling unit, for those customers that choose the smaller 65 gallon cart.
3. Residential customers in apartments and condominiums with greater than 6 units, that are using a shared bin service provided by the City of Lethbridge will be centrally billed for waste services at the "Commercial Collection Rate".
4. The "Waste Program Fee" will be \$0.0723 dollars per day per dwelling unit. This fee applies to all residential customers in apartments and condominiums that receive waste services at the commercial rate. The "Waste Program Fee" will be centrally billed where waste services are centrally billed.
5. The "Landfill Charge" will be \$0.05 dollars per day per dwelling unit. This rate applies to all residential customers in single family residences, multi-family residences, apartments and condominiums. The "Landfill Charge" will be centrally billed where waste services are centrally billed.
6. The Administration Fee for changing the size of the waste collection cart will be \$25.00.
7. The cost of a replacement cart is \$100.00.
8. The fee for an additional waste collection cart will be \$0.2876 dollars per day.
9. The charge for customers receiving 'Commercial Collection' are as shown in the table titled: 'Commercial Solid Waste Collection Rate'.
10. When the weight of a waste bin exceeds the maximum weight based on a density of 100 kg/cubic meter of bin size, a surcharge will be added to the fee shown in the table titled 'Commercial Solid Waste Collection Rate'. This surcharge equals the weight that is in excess of the maximum weight multiplied by the tipping rate for Mixed Solid Waste as shown in Schedule B. This surcharge will also apply to the Demolition Bin Rental Rates.
11. The extra pickup charge for a customer receiving "Commercial Collection" is \$75.00 per pickup.
12. The "Landfill charge" for non residential customers receiving "Commercial Collection" will be \$0.05 dollars per day times the frequency of pick-up per week in any one month. The "Landfill charge" for non residential customers with the 0.35 cubic meter cart shall not exceed \$0.10 per day, in any one month.

Schedule "A" continued
Demolition Bin Rental Rates

Size	Delivery & first dump	All other dumps
4.5 cu.m.	\$145.00	\$75.00
3 cu.m.	\$120.00	\$75.00
2.25 cu.m.	\$90.00	\$75.00

\$3.00 daily rental fee for Monday – Friday for all bins, the daily rental fee does not apply on holidays, weekends or the day of bin delivery or pick up.

Commercial Solid Waste Collection Rates
 (Rates shown are in Dollars per Day)
 Pickups Per Week

Volume (cu m)	1 Day	2 Day	3 Day	4 Day	5 Day	Alternate Week	Monthly
0.35	0.67	1.27	1.94	2.49	3.13	0.48	0.28
0.75	1.44	3.11	4.76	6.26	7.86	1.06	0.65
1.15	2.52	5.15	8.31	9.63	12.02	1.76	1.07
1.50	3.19	6.38	9.51	11.84	14.70	2.25	1.37
2.25	4.55	8.80	12.95	16.41	19.95	3.27	2.00
3.00	5.57	10.59	15.42	19.60	23.79	4.10	2.64
4.50	7.77	14.41	20.50	27.02	30.72	5.83	3.56
6.00	9.82	17.80	24.75	30.53	35.10		

Schedule "B"
 Waste Recycling Centre Tipping Rates

Rate Class	Rate	Definitions & Materials
Waste		
General Waste	\$ 95.00	Mixed waste from residential, commercial and institutional sources. This includes household, office, retail, small business, construction, demolition and renovation waste.
*Special Waste	\$108.00	Waste containing industrial process waste, asbestos, animal waste, and asphalt/wooden shingles for disposal. This waste generally requires additional handling to protect equipment and for site safety considerations and may be subject to pitting fees
*Waste Soil	\$ 50.00	This includes chemically impacted soil that meets analytical requirements as well as subsoil
Recyclables		
Clean Topsoil & Sod	\$ 5.00	Topsoil and sod without any contaminants such as waste, gravel, and subsoil
Recyclable 0	No Charge	Batteries, cardboard, cooking oil, electronic waste, fluorescent bulbs and tubes (residential), glass, household hazardous waste, metal food cans, mercury thermosets, oil, oil containers and oil filters, paper, plastic (1-7), propane tanks, sharps (residential), small engine equipment, bicycles and tires.
*Recyclable 10	\$ 10.00	Asphalt pavement, brick, gravel, clean sand, (without dirt and debris) porcelain sinks and toilets, metal including appliances (Freon appliance fee may apply)
*Recyclable 25	\$ 25.00	Concrete foundations, sidewalks, rubble (size limit 0.7 m3), yard and garden waste (without waste, plastic or other contaminants) that is suitable for on site recycling or composting
*Recyclable 35	\$ 35.00	Branches & stumps (without roots, waste, plastic or other contaminants)
*Recyclable 50	\$ 50.00	Clean new construction drywall without paint and other debris
*Recyclable 60	\$ 60.00	Pallets & dimensional lumber (without waste, plastic or other contaminants) Clean recyclable asphalt shingles and tar paper without waste and other debris
*Recyclable 75	\$ 75.00	Concrete which is recyclable but contains pieces over 0.7 m3 or excessively high rebar content
Other Fees		
Unsecured Load 20	\$20.00 / load	Applies to loads under 1,000 kg net weight that are not in an enclosed container, covered with a tarpaulin or firmly covered and secured in a manner such that no material will leave the vehicle or trailers
Unsecured Load 40	\$40.00 / load	Applies to loads over 1,000 kg net weight that are not in an enclosed container, covered with a tarpaulin or firmly covered and secured in a manner such that no material will leave the vehicle or trailers
Freon Appliance Fee	\$35.00 / unit	Applied to loads containing refrigerators, freezers, air conditioners, water coolers or any Freon containing appliance without proof of safe removal by a licensed individual
*Pitting Fee	\$250.00 / 5 m3	Applied to loads where waste requires separate disposal pits

Schedule "B" continued.

Improper disposal	\$25.00 - \$500.00 / load	Applies to any load which has been improperly disposed or placed at an unapproved location. Fee may be waived if the customer rectifies the problem
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Notes:

All rates are per tonne unless otherwise specified

Mixed loads will be charged based on the highest rate material in the load

* Waste and Recycling Services may negotiate rates for commodities marked with an asterisk (*) for customers offering bulk volumes, provided the Director of Infrastructure Services approves the terms.

SCHEDULE “C”
(Penalties for Violation)

Section

5		Improper packaging of Waste Material	\$125.00
8	(d)	(iii) Fail to properly cover waste	\$125.00
		(iv) Over filling bins	\$125.00
		(viii) All waste not stored in waste bins	\$125.00
15		Failure to clean-up waste on City property	\$125.00
19		Failure to cover waste	\$125.00
20		Permitting loose building material or building waste material on the building site	\$125.00
	(c)	Provision of suitable waste bin	\$125.00
	(d)	Failure to return loose building material to the building site	\$125.00
22		Dumping in unspecified area	\$125.00
	(a)	Improper dumping at landfill	\$100.00
	(b)	Scavenging	\$ 50.00
	(d)	Dumping when prohibited	\$125.00”

SCHEDULE "D"
CUSTOMER ACCOUNT TERMS AND CONDITIONS

General Provisions

1. The application when accepted by the Retail Services Agent shall be a contract between the customer and the City by which the customer agrees to be bound by all the provisions of this bylaw or any other bylaws or regulation of the City in connection with the supply of Utility Provision within the City of Lethbridge. The said contract shall not be transferable.
2. A site owner, landlord or tenant shall apply for Utility Provisions and the applicant will be considered the Customer. During periods where no customer has an active Account for Utility Provision for a Premise, the Premise owner or landlord will be considered the Customer. Fixed charges will not be discontinued for short term vacancies or during the period of a temporary disconnect of services.
3. In a landlord-tenant situation, the application fee will be waived when the Premise owner or landlord is signed on for Utility Provision for the Premise.

Application

4. Any applicant who requires Utility Provisions shall apply to the City and pay an application fee of \$20.00. The applicant may be required to sign an application or a contract for service, to supply information with respect to load and the manner in which the services will be utilized, and credit references.
5. The utility account shall be set up:
 - a. In the name of the owner of the property to which the utilities are to be supplied, or;
 - b. In the name of the purchaser of a property who is entitled to occupy the premises, or;
 - c. Where there is evidence of a landlord-tenant situation, in the name of the tenant or;
 - d. In the name of the general contractor in the case of a new building under construction.
6. An application shall be supported by such identification and legal authority of the applicant as the Retail Services Agent may require.
7. Upon making application, providing all information required by the City, and paying the application fee, deposit and any other sums herein required, there shall thereupon be a binding agreement between the customer and the City, for the Utility applied for, and the provisions of the application and this bylaw shall constitute the terms and conditions of such agreement.
8. Where the applicant is indebted to the City for any Utility Provisions previously provided by the City, the applicant may not be allowed to complete their application, or be entitled to receive Utility Provisions, until satisfactory

arrangements have been made for payment of such outstanding account and any deposit required.

Deposits

9. No deposits are required in order to establish a utility account where:
 - a. The applicant has had a utility account with the City of Lethbridge over the past 12 months and has a satisfactory credit history or;
 - b. The applicant can establish and maintain a credit worthiness satisfactory to the City of Lethbridge or;
 - c. The Retail Services Agent waives the requirement for a deposit.
10. Before obtaining a utility account or commercial landfill accounts, applicants who are not in the foregoing categories shall pay all arrears or previous balances owing, and shall also provide a guarantee of payment in the form of a cash deposit or irrevocable letter of guarantee from a financial institution, in a form suitable to the City, in the amount equal to the greater of:
 - a. 2 times the average monthly utility bill for the premises over the past 12 months for utility accounts; or,
 - b. \$150 for each metered utility; or,
 - c. 2 times the estimated monthly landfill billing for commercial landfill accounts
11. The Retail Services Agent may waive the requirement for a deposit or adjust those requirements as appropriate to the perceived credit worthiness of the applicant.
12. Interest on each customer's cash security will be calculated using a prescribed rate set by the City Treasurer. Simple interest will be calculated annually and then the interest will then be credited to the customer's utility bill when the deposit is credited to the account.
13. The utility account deposit paid by such customer will be refunded with any accrued interest that has not already been credited to the customer's account when the customer has:
 - a. has maintained an account with the City of Lethbridge for the past 12 months and has a satisfactory credit history or;
 - b. established and maintains a credit worthiness satisfactory to the City of Lethbridge or;
 - c. terminated their contract,
14. A customer has a satisfactory credit history with the City when the customer has:
 - a. been issued no more than ONE (1) disconnect notice,
 - b. not had utilities disconnected for non-payment of account, and
 - c. made no more than ONE (1) dishonoured payment to the City for utilities in the preceding twelve (12) months.

15. Should a customer's bank refuse to honour a payment because of non-sufficient funds or any other reason the customer's account will be charged a \$45.00 handling fee plus any other penalties or charges resulting from late payment. The Retail Service Agent may waive this charge at their discretion.

PAYMENT OF UTILITY ACCOUNTS

16. Invoices for Utility Provisions shall be forwarded monthly to the customer and shall be payable at the office of the Retail Services Agent and such other places as may be designated by him.
17. Final Utility accounts with debit balances or credit balances less than or equal to \$2.00 will not be collected or refunded.
18. Invoices shall be deemed rendered and other notices duly given when delivered to the customer personally, when mailed to or left at the premises where the Utilities are provided, or the last known address of the customer, or when e-mailed to the customer.
19. All charges and rates payable under this Bylaw shall be paid to the office of the Retail Services Agent and the collection of all disbursements connected with the operation of the Utility and supervision of books of account shall be under the immediate control and direction of the Retail Services Agent.
20. The Retail Services Agent shall be promptly notified of all connections made or of any discontinuance of Utility Provisions so that the proper charges or allowances may be made against or to any person or persons liable to pay for the Utility Provisions consumed or who is entitled to a refund where the Utility Provisions are disconnected. The Retail Services Agent may base the final charge for service on an estimated meter reading which will be prorated from the time of an actual meter reading.
21. Where any service rate or charge is designated by reference to a certain period of time, the charge for a lesser period of time shall be calculated on a proportionate basis.
22. An administration fee of \$7.00 will be charged for each utility invoice issued. The Retail Services Agent shall attempt to consolidate the utility service charges associated with one premises on a single invoice.
23. A credit of \$1.00 will be applied to each utility invoice issued where an administration fee is applicable and the customer has selected the electronic utility invoice option in lieu of a paper invoice.
24. The entire utility account invoice is due and payable when rendered.
25. If the utility account invoice is not paid on or before the penalty date the account is deemed to be in arrears.
26. Failure to receive a utility account invoice will not entitle the customer to any delay in the settlement of each account or to any extension of the penalty date after which a penalty charge becomes applicable.

27. In the case of a dispute between the customer and the city, the customer shall be expected to make payment or settlement as originally arranged and agreed to, pending the resolution of the dispute.
28. A customer who has not paid the full utility account invoice on or before the penalty date may have the supply of all or any Utility Provisions discontinued without notice and such service will not be reinstated until all arrears and charges owed to the City are paid.

LATE PAYMENT PENALTY

29. When the customer pays the utility account invoice after the penalty date, the customer shall pay a penalty charge of 3.0% of the total amount due. Payments must be received by the Retail Services Agent on or before the penalty date in order for the customer to avoid the penalty. Payments made at a financial institution must be received by the Retail Services Agent on or before the penalty date in order for the customer to avoid the penalty.
30. For greater certainty, a customer is obliged to pay for utilities when the invoice is rendered and it is a breach of the Utility Provisions agreement to make a late payment. The late payment penalty is not to be construed as permission for the customer to pay late but is rather a penalty for breaching the terms of the Utility Provision agreement.

ENFORCEMENT

31. A customer who fails to make payment on time will be subject to normal credit action, which may include, but is not limited to:
 - a. Disconnection Notice;
 - b. Notification by telephone;
 - c. Use of collection agencies;
 - d. Requiring prepayment before additional service;
 - e. Withholding of additional service and
 - f. Legal action
32. A fee of \$15.00 will be charged for each Disconnection Notice issued when a customer has been issued at least one other disconnect notice in the preceding six (6) months. Disconnection Notices are issued when a customer account is in arrears.
33. The payment of any rates, charges, tolls, fares, or rents as provide by this Bylaw may be enforced by all or any of the following methods, namely:
 - a. By action in any Court of competent jurisdiction.
 - b. By suspending the delivery of Utility Provisions
 - c. By distress and sale of the goods and chattels of any persons owing such rates, charges, tolls, fares, or rents wherever the same may be found in the City.

34. Where the customer is the owner or purchaser of a building lot or part of a lot served by Utilities, the sum payable by him for the Utility Service supplied by the City to him or for his use, and all rates, costs and charges or loans made to him imposed under this Bylaw are a preferential lien and charge on the building, lot or part of a lot, and on the personal property of the debtor and may be levied and collected in like manner as municipal rates and taxes recoverable.
35. Where the customer to whom the Utility has been supplied is a person other than the owner or purchaser of the building, lot or part of a lot, the sum payable by the person is a debt due by him and shall be a preferential lien and charge on his personal property and may be levied and collected with costs by distress.

ARREARS

36. Any Utility Provision expenses, rates or rents that may be charged as taxes against a person may be entered on the assessment and tax roll at any time.

TERMINATION BY CITY

37. The city may discontinue the supply of all Utility Provisions or landfill dumping privileges for any of the following reasons:
 - a. Non payment of any utility accounts or commercial landfill account; or
 - b. Inability of the City to obtain access to a residential premises to read any meter for a period of six months, or inability to access a non-residential premises to read any meter for a period of three months; or
 - c. Failure by, or refusal of, a customer to comply with any provision of this bylaw; or
 - d. Failure by, or refusal of, a customer to comply with any provisions of any Provincial Acts, the Building code, or any regulations thereunder; or
 - e. At the owner's request to have services discontinued, provided the premises are not lawfully occupied; or
 - f. In any other case provided for in this bylaw.
38. The following fees will be charged if the city disconnects services for non payment of a utility account:
 - a. \$45.00 for each electric service disconnection
 - b. \$45.00 for each electric service reconnection
 - c. A fee as stated in Schedule A of the Water Service Bylaw for water

SCHEDULE "E"
CITY OF LETHBRIDGE REGIONAL
LANDFILL DESIGNATED MATERIALS LIST

1. **Paper and Cardboard**
Newspaper, catalogues, magazines, mixed paper, boxboard, corrugated cardboard.
2. **Organics**
Includes Food Waste and Yard & Garden Waste that is suitable for biological degradation through a composting operation.
3. **Recyclable Wood**
Dimensional lumber, pallets, tree pruning, and other items that are made of raw and un-processed wood.
4. **Concrete**
Concrete foundations, sidewalks, brick, rubble, gravel & sand suitable for recycling.
5. **Brick and Masonry Block**
Structural or decorative, with or without mortar, crushed or whole.
6. **Asphalt Shingles**
Asphalt Shingles from new construction or re-roofing.
7. **Asphalt Pavement**
Road Asphalt.
8. **Scrap Metals**
General scrap metal including appliances and structural or decorative metal and metal items suitable for recycling.
9. **Drywall**
Clean Gypsum wall board from new construction suitable for recycling.