



CITY OF  
*Lethbridge*

**BYLAW 6146 – The Waste Bylaw**  
**DATE OF CONSOLIDATION: December 20, 2022**

**Amendment History:**

BYLAW 6183	<i>Deletes and replaces Schedules "A" and "B", adds a surcharge.</i>
BYLAW 6198	<i>Deletes and replaces Schedules "A" and "B".</i>
BYLAW 6223	<i>Amends Section 6 by adding (aa.1) and (aa.2); amends Section 7 by adding new Section 7.1; adds new section after Section 54; deletes and replaces 65 with 64 in Section 66(1); Adds a continuation to Schedule "C".</i>
BYLAW 6248	<i>Deletes and replaces Section 6 (n); Deletes and replaces Section 6 (s); Amends Section 6 (nn) by adding words; Adding a new Section 6 (oo.1) after Section 6 (oo); Amends Section 6 (rr) by adding words; Section 13 by adding "soil and rocks"; Deletes and replaces Sections 1 and 2 in Schedule "A"; Adding Section 2.1 in Schedule "A"; Deletes and replaces Section 4 in Schedule "A"; Adding Section 4.1 in Schedule A; Deletes and replaces Section 12 in Schedule "A"; Schedule "B" "Tipping Rates" amended</i>
BYLAW 6259	<i>Amends Section 2 list by adding div 3.1 and 4.1; Amends section 25 by adding 25.1 - 25.5; Amends section 35 by adding (36.1 -36.6); Amends Schedule "A" by adding (6.1) after Section 6.</i>
BYLAW 6325	<i>Amends Section 6 by adding new definition aa.2; Replacing the definition "Waste Receptacle "in s.1(eee) with a new definition; Adding a new 18.1 after Section 18; Deletes and replaces s.69; Deletes and replaces Schedule A s.6; Deletes and replaces Schedule A s.17; Deletes and replaces Table 2 in Schedule A; In Schedule C s. 12 adding words; Deletes and replaces words in Schedule E s.2.</i>

<p><i>Bylaw 6378</i></p>	<p><i>Deletes and Replaces 6.aa1), adds, 36.7, edits s. 53, word amendments in s. 54.1, 54.2, and 54.4, deletes and replaces 54.3, edits in s. 54.4, deletes and replaces 54.6, edits to Schedule 'A', Deletes s. 23 in Schedule 'D'.</i></p>
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Bylaw last revised: December 13, 2022  
Effective: January 1, 2023  
Bylaw 6378

A CONSOLIDATED BYLAW OF THE CITY OF LETHBRIDGE FOR THE  
PROVISION OF WASTE SERVICES  
IN THE CITY OF LETHBRIDGE

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**WHEREAS** pursuant to Section 3 of the *Municipal Government Act*, RSA 2000, c. M-26 as amended or replaced from time to time (“MGA”), the purposes of a municipality are to provide services, facilities and other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

**AND WHEREAS** pursuant to Section 7(g) of the MGA, a council of a municipality may pass bylaws for municipal purposes respecting public utilities;

**AND WHEREAS** the City of Lethbridge deems it desirable to provide public utilities with respect to waste management;

**AND WHEREAS** it is desirable to set forth terms and conditions under which such services shall be provided;

**AND WHEREAS** it is desirable to set forth rates and charges under which such services shall be provided;

**NOW THEREFORE** the Council of the City of Lethbridge, duly assembled, hereby enacts the following:

**Short Title**

- 1. This Bylaw may be cited as the “Waste Bylaw”.

**Divisions**

- 2. This Bylaw is divided into the following divisions:
  - Division One Interpretation & Definitions
  - Division Two Administration
  - Division Three Collection Services
  - Division Four City Waste Facilities
  - Division Three Point One – Exemption From Collections of Recyclable Materials
  - Division Four Point One – Non Residential Customer Collection Services

Division Five Enforcement

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Division Six	Rates and Fees
Schedule A	Charges for Residential & Commercial Waste Services
Schedule B	Landfill Tipping Rates
Schedule C	Penalties for Violations
Schedule D	Customer Account Terms and Conditions
Schedule E	City of Lethbridge Regional Landfill Designated Materials List

## **DIVISION 1 – INTERPRETATION & DEFINITIONS**

### **Interpretation**

3. The purpose of this Bylaw is to regulate and control the storage, collection, processing and disposal of Waste within the City, and to levy rates and fees for certain services provided by the City.
4. Nothing in this Bylaw relieves a Person from complying with any provision of any Federal or provincial law or regulation or any other bylaw or requirement of any lawfully issued permit, order or license.
5. The insertion of headings, schedules and the division of this Bylaw into sections and subsections are for convenience of reference only and shall not affect the interpretation thereof.

### **Definitions**

6. In this Bylaw:
  - a) ACCOUNT means a Customer Account opened by an Applicant with the City of Lethbridge for the provision of Utilities;
  - b) APARTMENT means any Premises occupied or used as an abode or residence or place of living consisting of more than six Dwelling Units;
  - c) APPLICANT means the Owner or Occupant of a specific property for which Utilities are requested or provided;
  - d) APPLICATION means the application made by an Applicant to the City for the supply of Utilities;
  - 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 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;
- h) 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;
- i) BYLAW ENFORCEMENT OFFICER means
  - (i) any Person authorized by the City and appointed as a Bylaw Enforcement Officer by the City Manager pursuant to the provisions of the MGA; and,
  - (ii) members of the Lethbridge Police Service;
- j) CITY means the corporation of the City of Lethbridge or the area contained within the boundaries thereof, as the context requires;
- k) CITY MANAGER means the City Manager of the City of Lethbridge as appointed by City Council, or their designate;
- l) CITY WASTE FACILITIES means facilities owned or operated by the City that accept Waste for processing or disposal, and that include, but are not limited to: the Landfill; the materials recovery facility; and, recycling stations (recycling depots and yard waste sites);
- m) COLLECTOR means a Person who collects Waste within the City for and on behalf of the City;
- n) COMMERCIAL COLLECTION means the collection of Waste from a WASTE RECEPTACLE from a NON-RESIDENTIAL CUSTOMER

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- o) CONDOMINIUM means a Premises 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 Premises. Condominiums that contain more than 6 Dwelling Units are considered to be the same as Apartments;
- p) CURB means the division of a Highway between that part intended for the use of vehicles and that part intended for the use of pedestrians;
- q) CUSTOMER means any Person who has an Account 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 Recyclable Materials that have been identified for diversion from Landfill disposal, and that are listed in Schedule "E";
- s) DWELLING UNIT means one or more rooms useable as a residence operated as a single housekeeping unit and having its own living area, sleeping, sanitary facilities, and a principal kitchen for food and preparation, cooking and serving.

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- t) ENGINEER means the City's Infrastructure Services Director or their designate;
- u) GARBAGE means any materials set out for collection or disposed, but does not include Recyclable Materials or Organics;
- v) HAZARDOUS WASTE means any substance or thing that falls within the definition of Hazardous Waste in Schedule 1 of, the Waste Control Regulation, A.R. 192/96, as amended or replaced from time to time;
- w) HIGHWAY means highway as defined in the Traffic Safety Act, R.S.A. 2000, c. T-6, as amended or replaced from time to time;
- x) HOUSEHOLD HAZARDOUS WASTE means waste that is generated by residential premises that requires special handling and contains corrosive, toxic, flammable, or reactive ingredients as specified by the Alberta Recycling Management Authority;
- y) HOTEL means Premises providing sleeping accommodation and ancillary services in rooms or suites of rooms primarily for the traveling public, and includes a motor Hotel and any place of public accommodation which holds itself out or advertises its Premises as a Hotel;
- z) LANDFILL means an area maintained by the City and designated as such by the Engineer;
- aa) LANE means a narrow Highway intended chiefly to give access to the rear of buildings and parcels of lands;
- aa.1) MANDATORY RECYCLABLE MATERIALS means materials that must be recycled by the ICI sector, including: Recyclable Material, recyclable wood, concrete, asphalt pavement, asphalt shingles, drywall, and brick & masonry block;

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- aa.2) MANDATORY ORGANIC MATERIALS means food Waste, yard Waste and garden Waste that will biologically degrade through a composting operation;

aa.3) MOBILE FOOD VENDING TRUCK means a self-contained, self-propelled (motorized or muscle powered) vehicle, used to store, prepare, display, serve, or sell, food or beverages, or both, to the public;

bb) MULTI-FAMILY RESIDENTIAL PREMISES means any Premises occupied or used as an abode or residence or place of living consisting of two to six Dwelling Units;

cc) MUNICIPAL TAG means a tag or similar document issued by the City pursuant to the MGA that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the City in lieu of prosecution for the offence;

dd) NON-RESIDENTIAL CUSTOMER means a Customer owning or occupying a Premises that does not contain a Dwelling Unit and includes:

(i) any Hotel,

(ii) any room or suite of rooms in any building containing Trade Premises.

ee) ORGANICS means biodegradable Waste, typically originating from plant or animal sources, which may be broken down by other living organisms;

ff) OCCUPANT means a Person in actual possession of any Premises either as Owner or tenant;

gg) OPERATING APPROVAL means an approval issued by Alberta Environment and Parks, that describes the operating requirements for a City Waste Facility;

hh) OWNER means the registered Owner of the property or the purchaser thereof who is entitled to occupy and enjoy the property;

ii) PENALTY DATE means the current Utility bill date plus 23 days;

jj) PERSON means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;

kk) PREMISES means any land, building or part of a building supplied with Utilities by the City;

ll) RECYCLABLE MATERIALS means that portion of the Waste stream that can be processed into marketable products and may include newsprint, cardboard, refundable metals and plastic containers and other materials such as selected plastics,

glass and metals as may be designated from time to time by the Engineer;

mm) REGIONAL CUSTOMERS means any Person, who has an Account with the City for Utility Provision at a particular location;

nn) RESIDENTIAL CUSTOMER means a Customer owning or occupying a Premises that is a Single Family Residential Premises, Secondary Suite, Multi-Family Residential Premises, Apartment or a Condominium;

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oo) RETAIL SERVICES AGENT means City of Lethbridge Utility Services as pertaining to Customer services, billing and accounts receivable;

oo.1) SECONDARY SUITE means a second Single Family Residential Premises located on or in a Premises in which the principal use is a Single Family Residential Premises;

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pp) SHARPS means needles, syringes, blades or other clinical or laboratory materials capable of causing punctures or cuts;

qq) SIDEWALK means that part of a Highway primarily intended for the use of pedestrians and includes the part lying between the Curb or edge of the Highway and the adjacent property line, whether or not paved or improved;

rr) SINGLE FAMILY RESIDENTIAL PREMISES means any Premises occupied or used as an abode or residence or place of living consisting of a single Dwelling Unit. A Secondary Suite is a type of Single Family Residential Premises;

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ss) STREET means a public thoroughfare (excluding a Lane) on which a Premises fronts, including, where the context allows, the Sidewalk and Curb and all parts appearing in the Land Titles Office as set aside for a public thoroughfare;

tt) SURCHARGE means the amount charged by Waste and Recycling Services, in addition to the applicable Tipping Rate;

uu) TIPPING RATE means the fee charged by the City for processing or disposing of Waste at City Waste Facilities;

vv) TRADE PREMISES means any Premises used or intended to be used for carrying on any trade, business, education, research or industry;

ww) TREASURER means the City's Treasurer or the City employee authorized by the



Treasurer to act on their behalf;

- xx) UTILITY and UTILITY PROVISION means and includes, as the context may require:
  - (i) the supply of water,
  - (ii) the provision of wastewater collection and disposal,
  - (iii) the provision of Waste services,
  - (iv) the provision of electric services.
- yy) UTILITY SERVICES means the provision of retailing billing and Customer care services on behalf of the Utilities;
- zz) VIOLATION TICKET has the same meaning as in the *Provincial Offences Procedure Act*, R.S.A. 2000, c.P-34, as amended or replaced from time to time ("POPA");
- aaa) WASTE means any Garbage, Recyclable Materials, Organics, or other end of life materials, and includes but is not limited to Biomedical Waste, Building Waste, Hazardous Waste, and Household Hazardous Waste;
- bbb) WASTE BIN means any bulk Waste Receptacle with capacity of 1 Cubic Metre (1.3y<sup>3</sup>) or greater, and that requires mechanized collection;
- ccc) WASTE COLLECTION CART means a cart that is supplied by the City and that is designed to place Waste into, then rolled to a collection point and emptied by an Automated Collection truck;
- ddd) WASTE PROGRAM FEE means the fee that applies to all Residential Customers in Apartments and Condominiums that receive Commercial Garbage Collection services from the City at the commercial rate, or from any other service provider;
- eee) WASTE RECEPTACLE means a container that has been provided by the City, for containing Waste that is awaiting collection or disposal. This includes a Waste Bin and a Waste Collection Cart.

*Bylaw 6325 – January 1, 2022*

## **DIVISION 2 – ADMINISTRATION**

### **Waste Collection**

7. Except as otherwise provided in this Bylaw, the City shall provide for the collection and removal of Waste for Customers within the limits of the City and shall supervise City Waste

Facilities necessary or desirable for the management of Waste collected or disposed by the City.

***Bylaw 6223 – July 1, 2020***

### **Waste Disposal**

- 7.1. All Waste collected within the limits of the City shall be disposed of at a City Waste Facility.

***Bylaw 6223 – July 1, 2020***

### **Delegation**

8. Council hereby delegates all those powers stipulated by this Bylaw to be exercised by the City and all necessary authority to exercise those powers to the Engineer, excluding the power to set public utility rates or enact bylaws, or do anything else reserved exclusively for Council pursuant to the provisions of the MGA.
9. Without limiting the generality of the foregoing, the Engineer may deal with the following subject matters:
- a) determine methods of collection, processing services and disposal services to be provided by the City;
  - b) determine the time and frequency of the collection of Waste;
  - c) designate the area for the provision of Waste services;
  - d) determine quantities and classes of Waste eligible for collection, processing and disposal;
  - e) determine the eligibility of a Customers for collection services;
  - f) decide as to the location from which Waste collection will take place;
  - g) decide on the minimum Waste storage capacity;
  - h) offer collection, processing and disposal services for Non-Residential Customers and Regional Customers;
  - i) obtain the appropriate approvals for City Waste Facilities;
  - j) establish systems for billing and collecting rates, fees and charges;
  - k) establish fees for products and services provided by the City with respect to the collection, processing and disposal of Waste;

- l) carry out any inspection necessary to determine compliance with the Waste Bylaw;
  - m) take any steps or carry out any actions required to enforce the Waste Bylaw or remedy a contravention of the Waste Bylaw;
  - n) suspend or discontinue the collection of Waste from Premises, provided it does not create a health or environmental risk, if the Customer contravenes a provision of this Bylaw;
  - o) establish incentives or other pricing arrangement for fees at the City Waste Facilities when operational conditions warrant and for revenue generating opportunities;
  - p) decide on the operating schedules for the City Waste Facilities;
  - q) deny a Person entry to any City Waste Facility;
  - r) reject Waste based on any factor that may affect City Waste Facility operations, public or staff safety, create nuisance issues on or near any City Waste Facility or represent a risk to the environment;
  - s) reject Waste arriving in vehicles that are unsuitable for access to a City Waste Facility; and,
  - t) delegate any of the Engineer's powers, duties or functions under this Bylaw to an employee of the City.
10. The City Manager, may from time to time, and upon such conditions as he or she deems appropriate, appoint such Person, or Persons to the position of Bylaw Enforcement Officer of the City of Lethbridge for the purpose of enforcement of this Bylaw.
11. 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.

### **DIVISION 3 – COLLECTION SERVICES**

#### **General**

12. A Customer shall place Waste in a Waste Receptacle for collection in accordance with City guidelines and program specifications.
13. A Customer shall not set out the following items for collection:

- a) items restricted for disposal as listed under Waste Restriction in section 50;
- b) items identified for stewardship diversion programs as listed in section 51;
- c) hot Ashes;
- d) compressed gas, propane or butane cylinders;
- e) dead animals and animal parts from hunting or trapping.
- f) soil and rocks.

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- 14. All Waste referred to in s. 13 shall be disposed of by the Customer at the appropriate City Waste Facility.
- 15. No Person shall deposit Waste in a Waste Receptacle without the consent of the Customer responsible for the Waste Receptacle.
- 16. The Engineer may, at the request of a Customer, direct City Collectors to enter onto private property to retrieve Waste Receptacles for emptying or to perform other duties as assigned by this Bylaw.
- 17. The following are the property of the City:
  - a) all Waste collected by the City pursuant to the provisions of this Bylaw;
  - b) all Waste delivered to the City Waste Facilities for processing or disposal;
  - c) all Waste Collection Carts used in Automated Collection;
  - d) all Waste Bins used in Commercial Collection where the City is the service provider.
- 18. The City reserves the right to dispose of all Waste collected by the City or delivered to City Waste Facilities pursuant to the provisions of this Bylaw.
  - 18.1 The City will not be responsible for damage to roads or infrastructure on private Premises resulting from normal operation of collection vehicles.

***Bylaw 6325 – January 1, 2022***

## **Cart Collection Services**

19. The City will provide the Customer with a Waste Collection Cart for an Automated Collection service, and the Waste Collection Cart must remain at that Premises until the end of the Waste Collection Cart's lifecycle, regardless of whether the Customer relocates.
20. The Customer must keep the Waste Collection Cart at their Premises at all times.
21. The City may, at the time of Waste collection or any other time, remove, repair or replace any obsolete, damaged or non-serviceable Waste Collection Carts.
22. If the Waste Collection Cart is lost, stolen, or damaged the Customer is responsible to purchase a replacement cart from the City.
23. A Customer shall:
  - a) set out their Waste Collection Cart:
    - (i) in accordance with the instructions and operating policy of the Engineer;
    - (ii) on the Street by the Curb or in the Lane no later than 7:00 a.m. on the scheduled collection day;
    - (iii) in such a way that the Waste Collection Cart will not likely be overturned;
    - (iv) in such a way that Collectors have access to the Waste Collection Cart without the necessity of entering onto a Premises unless permission has been granted by the Owner pursuant to a s. 16;
    - (v) at a location that is safe, unobstructed, properly maintained, evenly surfaced, not blocked by snow or ice, and in no way that may prevent Collectors from collecting Waste in a safe and efficient manner;
  - b) not fill the Waste Collection Cart:
    - (i) closer than 5 cm from the top of the Waste Receptacle,
    - (ii) to a weight exceeding 100kg.
24. A Customer must remove their Waste Collection Cart from the Street or Lane within 24 hours of it being emptied on the collection day and store it on their Premises.

25. Any Waste Collection Cart improperly left on the Street or Lane for more than 24 hours after being emptied on a collection day may be removed by the City.

**“Apartment, Multi-Family Residential Premises, and Condominium Recycling**

25.1 Except as otherwise provided in this Bylaw, all City will provide collection of Recyclable Materials for all Apartments, Multi-Family Residential Premises, and Condominiums.

25.2 The Owner or Occupant of an Apartment, Condominium or Multi-Family Residential Premises must ensure that Adequate Containers are provided for the collection of Recyclable Materials generated at such Apartment, Condominium or Multi-Family Residential Premises.

25.3 For the purposes of s 25.2 and Division 3.1, “Adequate Containers” means one or more containers are:

- a) maintained in good condition; and,
- b) of sufficient capacity

to contain the volume of Recyclable Materials generated at the Apartment, Condominium or Multi-Family Residential Premises.

25.4 The Owner or Occupant of an Apartment, Condominium or Multi-Family Residential Premises must ensure that the containers provided in accordance with s. 25.2 are emptied on a regular basis, and that the Recyclable Materials generated at the Apartment, Condominium or Multi-Family Residential Premises are disposed of at a material recovery facility.

25.5 The Owner or Occupant of an Apartment, Condominium or Multi-Family Residential Premises must:

- (a) ensure clear signage is posted on all Waste Bins, indicating what type of Recyclable Materials can be disposed of in each Waste Bin;
- (b) on an annual basis, provide information, as prescribed by the Engineer, to all Occupants, detailing what Recyclable Materials can be disposed of in the containers; and,
- (c) provided information, as prescribed by the Engineer, to any new tenants, detailing what Recyclable Materials can be disposed of in the containers.

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**Waste Bin Collection Services**

26. The Owner of a Premises using a Waste Bin must ensure that:

- a) an acceptable storage location, meeting the minimum instructions, operating

policy and design standards as set by the Engineer, for Waste Bins, is provided;

- b) Waste Bins are placed at a location that allows for safe and efficient collection and vehicle access, as determined by the Engineer;
  - c) all Waste Bins have lids or covers suitable to contain Waste in the Waste Bin;
  - d) waste Bins are not filled higher than the upper rim on the Waste Bin or in a manner that prevents full closure of the lid;
  - e) Waste Bin lids are left closed except when depositing Waste in order to reduce odors and to prevent Waste from being blown from the bins;
  - f) all Waste Bins are kept clean and sanitized to control odors;
  - g) there is adequate Waste Bin storage capacity to meet the needs of the Occupants of the Premises;
  - h) all Waste is stored within the Waste Bin.
27. A Customer may rent a Waste Bin from the City for the purpose of removing Waste and Building Waste from the Premises, and shall pay the Demolition Bin Rental Rate as set out in Schedule A, Table 1.

### **Clean Community Programming**

28. No Person shall convey through any Street in the City any Waste except in a properly covered metal receptacle or in a vehicle that is covered with canvas or tarpaulin, or other covering so that the contents do not become wind-borne or fall onto Streets, and to protect the contents from flies and to minimize as much as practicable the escape of any offensive odors.

### **Construction**

29. 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 to remain loose, free or uncontrolled on the property.
30. The Owner of a building site shall be responsible for the actions of any contractor who fails to comply with Section 29.
31. The Owner of a building site shall be responsible for providing a suitable Waste Bin capable of receiving all Building Waste and maintaining the Waste Bin in a safe contained manner.

32. Where a contractor is working on more than one adjoining building site, the contractor may use one Waste bin for Building Waste for all adjoining building sites.
33. The Owner shall ensure that building material or Building Waste does not blow free from the building site.
34. The Owner of a building site shall be responsible for having all Building Waste disposed of or processed at a City Waste Facility.
35. The Engineer may direct the Owner of a Premises where construction or alteration of a building is occurring to provide a fence of a type that will trap any building material or Building Waste in such a manner as to prevent it from escaping from the building site.
36. The Owner of a Premises where construction, alteration or demolition of buildings or other building operations is occurring or has occurred shall remove all Waste from any portion of the Street or Lane adjacent to such work and from any public place where the same have been deposited.

### **DIVISION 3.1 – EXEMPTION FROM COLLECTION OF RECYCLABLE MATERIALS**

- 36.1 Notwithstanding s. 25.1, the Engineer may allow Apartments and Condominiums, containing more than 45 Dwelling Units, and using Waste Bins, an exemption on an annual basis or for a shorter time, at the Engineer's discretion, from City-provided Recyclable Materials collection services, provided the Owners can demonstrate to the satisfaction of the Engineer that they:
  - (a) have an acceptable plan for recycling Recyclable Materials;
  - (b) will use a private collection service provider;
  - (c) will recycle the same Recyclable Materials that are included in the City's recycling program;
  - (d) will provide Adequate Containers for collection of Recyclable Materials; and,
  - (e) can specify the destination of the Recyclable Materials
- 36.2 The Owners of any Apartment or Condominium that was granted an exemption pursuant to s. 36.1, must, before January 15 of every year submit an annual report on their recycling plan to the Engineer, in a format approved by the Engineer that:
  - (a) declares the tonnage of Recyclable Materials collected as part of their recycling plan; and,
  - (b) provides evidence of training of the residents of the Apartment or Condominium; and,
  - (c) provides any other information on the recycling plan required by the Engineer.
- 36.3 The Owners of any Apartment or Condominium that has been granted an exemption pursuant to s. 36.1 will be subject to a "Material Recovery Facility Charge" as set out in Schedule "A".



36.4 If the Owners of an Apartment or Condominium:

- (a) fail to submit an annual report in accordance with s. 36.2; or,
- (b) submit an annual report in accordance with s. 36.2, that upon examination, the Engineer is of the opinion that the recycling plan adopted by the Apartment or Condominium is not satisfactory,

the Engineer may

- (c) grant the Owners of the Apartment or Condominium 90 (NINETY) days to submit an annual report, or address the issues in its recycling plan, as the case may be; or,
- (d) refuse to grant the Owners of the Apartment or Condominium another exemption,

at the sole discretion of the Engineer.

36.5 For the purposes of s. 36.4(b), the reasons the Engineer may find a recycling plan unsatisfactory include, but are not limited to, the following:

- (a) the Owners of the Apartment or Condominium have not provided a recycling program to recycle, at minimum, the same Recyclable Materials that are included in the City's recycling program;
- (b) the Owners of the Apartment or Condominium have not provided Adequate Containers for the collection of Recyclable Maters; or,
- (c) the Recyclable Materials are not being delivered to a materials recycling facility.

36.6 If the Owners of any Apartment or Condominium do not apply for an exemption after their previous exemption expires, or the Engineer has refused to grant another exemption, the Owners of the Apartment or Condominium are subject to all applicable fees set out in Schedule "A".

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### **DIVISION 3.2 – EXEMPTION FROM THE COLLECTION OF ORGANICS MATERIALS**

36.7 Residential Customers will not be allowed to be exempt from Organics collection

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## **DIVISION 4 – CITY WASTE FACILITIES**

### **General**

37. A Person shall comply with all City Waste Facility guidelines including Waste acceptability, hours of operation, posted speed limits, and safety or environmental requirements.
38. City Waste Facilities will only accept Waste as may be designated by the Engineer to be acceptable for that City Waste Facility.
39. Waste may only be brought to a City Waste Facility during its hours of operations.
40. Waste must be placed at the location within the City Waste Facility as so directed by the Engineer.

### **Inspection**

41. The Engineer may inspect any Waste brought to a City Waste Facility to determine if the Waste is acceptable.
42. A Person who brings Waste to a City Waste Facility must either comply with the Engineer's direction relating to inspection or must immediately remove the Waste from the facility.
43. During the inspection, the Engineer may:
  - a) instruct a vehicle operator to unload the Waste in a designated holding area;
  - b) require information regarding the nature and source of the Waste;
  - c) require the vehicle operator or an authorized agent of the carrier sign a statement confirming the accuracy of the information given.

### **Unacceptable Waste**

44. When the nature of the Waste is unknown or the proper disposal or handling method is in doubt, the Waste shall not be accepted at a City Waste Facility.
45. When the City determines through inspection that Waste is not acceptable at a City Waste Facility, the Person who delivered the Waste must remove the Waste upon being informed. If the Waste is determined to pose an environmental or safety risk, the City may dispose of the Waste immediately.
46. When Waste delivered to a City Waste Facility is determined to be unacceptable, the Person who delivered the Waste shall be liable for any related costs incurred by the City including:
  - a) inspection costs,

- b) laboratory analysis fees,
- c) administrative fees,
- d) hauling and disposal costs,
- e) facility decontamination costs, where applicable,
- f) damages caused.

47. A Person must obtain written confirmation from the City as to the acceptability of Waste prior to the delivery of any Waste to the City Waste Facility that may require special handling or that may represent a hazard to health, safety or the environment.

### **Scavenging**

48. No Person shall scavenge at City Waste Facilities.

### **Waste Restrictions**

49. Materials not accepted for disposal at City Waste Facilities are as stated in the City's Operating Approval issued by the province of Alberta.

50. The following will only be accepted at approved receiving areas at City Waste Facilities:

- a) any material that has been designated for recycling through the Alberta Recycling Management Authority or other approved government or industry stewardship programs,
- b) any material that has been designated for recycling through approved government or industry stewardship programs,
- c) Household Hazardous Waste,
- d) Sharps.

51. No Person shall deliver potentially Hazardous Waste to the Landfill until arrangements have been made with the Engineer for disposal.

52. It shall be unlawful for any Person to dump any Waste anywhere within the City limits, except in such locations as are approved in writing by the Engineer.

53. No Person shall dump Waste at any City Waste Facilities except as directed by an employee or agent of the City. The City shall be entitled to recover the remediation costs for any improper Waste disposal, and this shall not affect the City's ability to issue a Municipal Tag, Violation Ticket, or order, to a Person, pursuant to Division 5.

***Bylaw 6378 – January 1, 2023***

54. The Engineer may prescribe times at 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.

#### **DIVISION 4.1 – NON-RESIDENTIAL CUSTOMER COLLECTION SERVICES**

##### **Applicability & Responsibilities**

- 54.1 All Non-Residential Customers and Mobile Food Vending Truck Owners or operators must provide Adequate Containers or storage areas for the storage of Mandatory Recyclable and Mandatory Organic Materials generated at the Non-Residential Customer's Premises or at the Mobile Vending Truck, respectively. For the purposes of this Division 4.1, "Adequate Containers" means one or more containers that are:

***Bylaw 6378 – January 1, 2023***

- a) maintained in good condition;
- b) provided in:
  - i. sufficient numbers and locations, and
  - ii. of sufficient capacity

to contain the volume of Mandatory Recyclable and Mandatory Organic Materials generated at the Non-Residential Customer's Premises or Mobile Food Vending Truck; and

***Bylaw 6378 – January 1, 2023***

- c) appropriate to the type of Mandatory Recyclable and Mandatory Organic Materials stored in order to prevent litter and deterioration of the Mandatory Recyclable and Mandatory Organic Materials.

***Bylaw 6378 – January 1, 2023***

- 54.2 Each Mandatory Recyclable and Mandatory Organic Materials must be stored separately from Garbage in its own Adequate Container or storage area.

***Bylaw 6378 – January 1, 2023***

- 54.3 The removal and processing of Mandatory Recyclable and Mandatory Organic Materials must be performed by:

- (a) transporting the Mandatory Recyclable and Mandatory Organic Materials to a materials recovery or Organics processing facility, respectively, authorized by law;
- (b) contracting with a recycling or organic collection service provider to transport the Mandatory Recyclable and Mandatory Organic Materials to a materials recovery or organics processing facility, respectively, authorized by law; or another method subject to approval by the Engineer.

***Bylaw 6378 – January 1, 2023***

**Additional Responsibilities of Non-Residential Customers and Mobile Food Vending Truck Owners/Operators**

54.4 All Non-Residential Customers and Mobile Food Vending Truck Owners or operators shall:

- a) provide employees, visitors, and contractors, with access to the Adequate Containers or storage areas for the separation of Mandatory Recyclable and Mandatory Organic Materials disposed of at the Non-Residential Customer's Premises or at the Mobile Food Vending Truck. At a minimum recycling and Organics containers must be provided with equal convenience to Garbage containers in any area where Mandatory Recyclable and Mandatory Organic Materials are generated;

***Bylaw 6378 – January 1, 2023***

- b) ensure clear signage is posted on all Adequate Containers and storage areas. The signage must be legible and clearly visible, and indicate either "Recycling", "Organics" or "Garbage/Landfill/Trash". Signage for recycling must, at a minimum, contain one graphic depicting allowable material that is to be placed in the Adequate Container storage area.
- c) conduct training that instructs all employees how to use the Adequate Containers and storage areas for the collection of Mandatory Recyclable and Mandatory Organic Materials. The training program must at minimum:

***Bylaw 6378 – January 1, 2023***

- (i) be completed within 30 days of this Bylaw coming into effect, and thereafter at least once per year;
- (ii) be provided to new employees within 30 days of the new employee's start date;
- (iii) be provided to all affected employees within 30 days of a substantive change in the Waste collection service offered at the Premises; and

- (iv) be documented as to the training provided to each employee;
- d) report on compliance with the requirements of this Division as set out by the Engineer as detailed in section 54.7; and
- e) maintain records for a period of not less than 24 months, and make them available upon request to the Engineer for inspection and copying during normal business hours:
  - (i) any reports, contracts and/or invoices for collection and disposition of Mandatory Recyclable and Mandatory Organic Materials; and
 

***Bylaw 6378 – January 1, 2023***
  - (ii) records of employee training, including date, number of participating employees, and training contents.
 

***Bylaw 6223 – June 29, 2020***

**Responsibilities of the Engineer**

54.5. The Engineer may designate a standardized system of signage and signage colours for signage required pursuant to s. 54.5(b).

54.6 (1) Non-Residential Customers and Mobile Food Vending Truck Owners or operators may apply to the Engineer to be exempted from some or all of the program requirements with respect to Mandatory Recyclable Materials, Mandatory Organic Materials or both, and the Engineer may grant an exemption if the Engineer is satisfied that:

- (a) the Non-Residential Customer or Mobile Food Vending Truck does not routinely generate Recyclable Materials or Organics;
- (b) the Non-Residential Customer or Mobile Food Vending Truck Owner or operator produces a type of Mandatory Organic Materials, for which they are unable to find a organics processing facility; or
- (c) the Non-Residential Customer or Mobile Food Vending Truck Owner or operator is unable to satisfy the program requirements for any other reason outside of its control.

(2) Non-Residential Customers and Mobile Food Vending Truck Owners or operators that are granted an exemption pursuant to subsection (1) shall notify the Engineer immediately in the event their circumstances change in a manner that may affect their eligibility for an exemption.

(3) If a Non-Residential Customer or Mobile Food Vending Truck Owner or operator submits any false or misleading information in an application for an exemption, the Engineer may revoke the exemption.

***Bylaw 6378 – January 1, 2023***

54.7 The Engineer shall establish a means whereby Non-Residential Customers and Mobile Food Vending Truck Owners or operators can report compliance with requirements under Division 4.1 of this bylaw. At a minimum this reporting must contain:

- a) an acknowledgment by the Non-Residential Customer or Mobile Food Vending Truck Owner or operator of awareness of related obligations,
- b) confirmation by the Non-Residential Customer or Mobile Food Vending Truck Owner or operator of compliance with storage and removal requirements,
- c) confirmation by the Non-Residential Customer or Mobile Food Vending Truck Owner or operator of compliance with signage requirements,
- d) confirmation by the Non-Residential Customer or Mobile Food Vending Truck Owner or operator of compliance with educational and training requirements,
- e) photographic verification by the Non-Residential Customer or Mobile Food Vending Truck Owner or operator of compliance for signage and storage requirements,
- f) a means for the Non-Residential Customer or Mobile Food Vending Truck Owner or operator to display compliance publically,
- g) additional Waste related information required by the Engineer.

***Bylaw 6223 – June 29, 2020***

**DIVISION 5 – ENFORCEMENT**

- 55. A Person who contravenes any provision of this Bylaw is guilty of an offence.
- 56. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.
- 57. (1) For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the

course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

- (2) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
  - (3) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.
58. (1) A Person who is guilty of an offence is liable to a fine upon conviction in an amount not less than \$250.00 and not exceeding \$10,000.00, and to imprisonment for not more than six (6) months for non-payment of a fine.
- (2) Without restricting the generality of subsection (1) the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are set out in Schedule C.
59. (1) A Bylaw Enforcement Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (2) A Municipal Tag may be issued to such Person:
- a. Either personally; or
  - b. By mailing a copy to such Person at their last known address.
- (3) The Municipal Tag shall be in a form approved by the Engineer and shall state:
- a) the name of the Person;
  - b) the offence;
  - c) the specified penalty established by this Bylaw for the offence;
  - d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
  - e) any other information as may be required by the Engineer.
60. Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the City the penalty specified within the time period indicated on the Municipal Tag.



61. (1) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to POPA.
- (2) Notwithstanding subsection (1), a Bylaw Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to POPA to any Person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
- (3) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
- a) specify the fine amount established by this Bylaw for the offence; or
  - b) require a Person to appear in Court without the alternative of making a voluntary payment.
62. A Person who commits an offence may:
- a. if a Violation Ticket is issued in respect of the offence; and
  - b. if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;
- make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.
63. No Person shall obstruct, hinder or impede any authorized representative of the City in the exercise of any of their powers or duties pursuant to this Bylaw.
64. (1) The Owner of a parcel of land is responsible for keeping the portion of any Highway, Street or Lane that adjoins that parcel and that lies between the boundary of the parcel and the middle of the Highway, Street or Lane free of Waste.
- (2) No Owner shall place, or permit the placement, on any Highway, Street or Lane for which they are responsible any Waste.
66. (1) If, in the opinion of the Engineer, an Owner has contravened s. 64 , the Engineer may serve the Owner by personal service, by registered mail, or by posting at the Owner's last known address, a written Order, and the Order shall:

***Bylaw 6223 – June 29, 2020***

- (a) set out a description of the Premises, Highway, Street or Lane on which the proposed removal of material is in relation to;

- (b) direct the Owner to take any action or measures necessary to remedy the contravention of this Bylaw, including stating the objects or materials to be removed;
  - (c) state a time within which the Owner must comply with the order;
  - (d) state that if the Owner does not comply with the directions within the specified time, the City will take the action or measures specified at the expense of the Owner.
- (2) In default of the Owner failing to comply with an order from the Engineer pursuant to the provisions of subsection (1), the City may take the actions or measures specified in the Order at the expense of the Owner in default.
- (3) The expenses incurred by the City for the actions or measures taken by the City may be recovered by action in any Court of competent jurisdiction or may be added to the tax roll of a parcel of land.

**DIVISION 6 – RATES & FEES**

67. A Customer shall comply with the Customer Account Terms and Conditions as set out in Schedule 'D'.
68. All Customers shall pay to the City the applicable charges as set out in Schedule A to this bylaw, for the provision of Waste services.
69. For the purposes of billing, a Customer will be billed for residential charges as shown in Schedule "A":
- a) when a Customer has an Account with the City for the supply of water; or,
  - b) when Utility services are provided by the City at a Premises regardless of the supply of water; or,
  - c) to each Premises where a Waste Bin or Waste Collection Cart has been provided by the City.

***Bylaw 6325 – January 1, 2022***

70. Charges for City Waste Facilities shall be as set out in Schedule B and as follows:
- a. any Person using a City Waste Facility and wishing to establish a charge Account

for same shall first make Application to the Engineer;

- b. a commercial hauler hauling Waste from outside the City who wishes to use a City Waste Facility shall first make an Application to the Engineer and, at the discretion of the Engineer, shall establish an Account;
- c. when the weigh scales are inoperative at the City Waste Facility, the City will assess fees on an estimated weight or volume basis;
- d. 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.

71. Bylaws 5724 and 5543 are hereby repealed.

SIGNED A FIRST TIME THIS 1<sup>ST</sup> DAY OF OCTOBER, 2018.

SIGNED A SECOND TIME THIS 10<sup>TH</sup> DAY OF DECEMBER, 2018.

SIGNED A THIRD TIME THIS 10<sup>TH</sup> DAY OF DECEMBER, 2018.

(Sgd.) C.A. Spearman  
MAYOR

(Sgd.) A. Neufeld  
CITY CLERK

Schedule Amended: December 13, 2022  
Effective Date: January 1, 2023  
Bylaw 6378

**“SCHEDULE A**

Charges for Residential & Commercial Waste Services

- 1. The Garbage collection charge for Residential Customers with a 360 litre Waste Collection Cart will be \$0.398 dollars per day per Dwelling Unit. This rate applies to all Residential Customers in Single Family Residential Premises, and, Multi-Family Residential Premises and Condominiums containing up to and including 6 Dwelling Units.

***Bylaw 6248 – December 14, 2020***

- 2. The Garbage collection charge for Residential Customers will be reduced to \$0.341 dollars per day per Dwelling Unit, for those Customers that choose the smaller 240 litre Waste Collection Cart. This rate applies to all Residential Customers in Single Family Residential Premises, and, Multi-Family Residential Premises and Condominiums containing up to and including 6 Dwelling Units.

***Bylaw 6248 – December 14, 2020***

2.1) The Recyclable Material Collection Charge for Residential Customers will be \$0.296 dollars per day per Dwelling Unit. This rate applies to all Residential Customers in Single Family Residential Premises, and, Multi-Family Residential Premises and Condominiums containing up to and including 6 Dwelling Units.

***Bylaw 6248 – December 14, 2020***

- 3. Residential Customers in Apartments and Condominiums with greater than 6 Dwelling Units that are using a shared Waste Bin service provided by the City of Lethbridge will be centrally billed for Garbage services at the Commercial Garbage Collection Rate as shown in Table 2.

- 3.1 The Organics Material Collection Charge will be \$0.1667 per day per Dwelling Unit for all Customers in Single Family Residential Premises, and Multi-Family Residential Premises and Condominiums containing up to and including 6 Dwelling Units.

***Bylaw 6378 – January 1, 2023***

- 3.2 The Organics Material Collection Charge for Customers in Apartments and Condominiums with greater than 6 Dwelling Units, will be \$0.1334 per day per Dwelling Unit.

***Bylaw 6378 – January 1, 2023***

4. The Recyclable Material Collection Charge for Residential Customers in Apartments and Condominiums with greater than 6 Dwelling Units will be \$0.230 dollars per day per Dwelling Unit.

***Bylaw 6248 – December 14,2020***

- 4.1) Residential Customers cannot opt out of Recyclable Material Collection Charge for a Dwelling Unit.

***Bylaw 6248 – December 14,2020***

5. The Waste Program Fee will be \$0.0723 dollars per day per Dwelling Unit. The Waste Program Fee will be centrally billed where Waste services are centrally billed.
6. The Landfill Charge will be \$0.033 dollars per day per Dwelling Unit. This rate applies to all Residential Customers. The Landfill Charge will be centrally billed where Waste services are centrally billed.

***Bylaw 6325 – January 1, 2022***

- 6.1) Residential Customers in Apartment or Condominiums that have been granted an exemption pursuant to s. 36.1 of this Bylaw will be billed a Material Recovery Facility Charge of \$0.057 per day per Dwelling Unit. The Material Recovery Facility Charge will be centrally billed where Waste Services are centrally billed.

***Bylaw 6259 – December 14, 2020***

7. The Waste Reduction fee will be \$0.118 dollars per day per Dwelling Unit. This rate applies to all Residential Customers.
8. The Administration Fee for changing the size of the Waste Collection Cart will be \$100.00.
9. The cost of a replacement cart is \$100.00.
10. The fee for an additional Waste Collection Cart will be \$0.3257 dollars per day per

Dwelling Unit.

**Bylaw 6378 – January 1, 2023**

11. The Administration Fee to deliver an additional Waste Collection Cart is \$100.00
12. The charge for NON-RESIDENTIAL CUSTOMERS receiving Commercial Collection of Garbage will be centrally billed to the Owner at the Commercial Garbage Collection Rate as shown in Table 2 titled: "Commercial Garbage Collection Rates.

**Bylaw 6248 – December 14, 2020**

- 12.1 The charge for NON-RESIDENTIAL CUSTOMERS and Mobile Food Vending Trucks receiving Commercial Collection of Organic Materials will be centrally billed to the Owner at the Commercial Organic Material Collection Rate as shown in Table 2.1 titled: "Commercial Organic Material Collection Rates

**Bylaw 6378 – January 1, 2023**

- 12.2 The charge for Non-Residential Customers and Mobile Food Vending Trucks receiving Commercial Collection of Recyclable Materials will be centrally billed to the Owner at the Commercial Recyclable Material Collection Rate as shown in Table 2.2 titled "Commercial Recyclable Material Collection Rates

**Bylaw 6378 – January 1, 2023**

13. Surcharges will be applied at the Landfill for disposal of Waste containing Designated Materials, as shown in Schedule B.
14. When applying the Tipping Rates in Schedule B to mixed loads, the Tipping Rates will be based on the material with the highest Tipping Rate.
15. When the weight of a Waste Bin exceeds the maximum allowable weight based on a density of 100 kg/Cubic Metre of bin size, a Surcharge will be added to the fee shown in the table titled 'Commercial Garbage 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.
16. The extra pickup charge for a Customer receiving Commercial Collection is \$80.00 per pickup.

**Bylaw 6378 – January 1, 2023**

17. The Landfill charge for Non-Residential Customers receiving Commercial Collection will be \$0.033 dollars per day multiplied by the frequency of pick-ups 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.

***Bylaw 6325 – January 1, 2022***

<b>Size (Cubic Metres)</b>	<b>Delivery &amp; First Dump</b>	<b>All Other Dumps</b>
<b>4.5</b>	<b>\$155.00</b>	<b>\$80.00</b>
<b>3</b>	<b>\$130.00</b>	<b>\$80.00</b>
<b>2.25</b>	<b>\$100.00</b>	<b>\$75.00</b>

*Table 1 - Demolition Bin Rental Rates*

\$5.00 daily rental fee for Monday-Friday for all bins, the daily rental fee does not apply on holidays or weekends, or the day of bin delivery or pick-up.

***Bylaw 6378 – January 1, 2023***

*Table 2 - Commercial Garbage Collection Rates  
(Rates Shown are in Dollars per Day)*

Volume (Cubic Metres)	Weekly Pickup					Alternate Week
	1 Day	2 Day	3 Day	4 Day	5 Day	
0.24	0.67	1.34	2.01	2.68	3.35	0.48
0.36	0.75	1.42	2.18	2.80	3.53	0.54
0.75	1.62	3.49	5.36	7.04	8.84	1.19
1.15	2.83	5.80	9.35	10.84	13.52	1.98
1.50	3.59	7.18	10.70	13.32	16.54	2.53
2.25	5.12	9.90	14.57	18.45	22.44	3.68
3.00	6.26	11.92	17.34	22.05	26.76	4.61
4.50	8.74	16.21	23.06	30.39	34.55	6.55
will be an \$80 charge for each commercial bin delivery and an \$80 charge for each commercial bin removal.						

**Bylaw 6378 – January 1, 2023**

Table 2.1 – Commercial Organic Material Collection Rates (Rates Shown are in Dollars per Day)

Volume (Cubic Metres)	Weekly Pickup				
	1 Day	2 Day	3 Day	4 Day	5 Day
0.12	0.58	1.16	1.74	2.32	2.90
0.24	0.65	1.30	1.95	2.60	3.25

Notes:

\* Waste & Recycling Utility may negotiate rates, provided the Engineer approves terms.



Table 2.2 – Commercial Recyclable Material Collection Rates (Rates Shown Are in Dollars per Day)” after Table 2.1

Volume (Cubic Metres)	Weekly Pickup					Alternate Week
	1 Day	2 Day	3 Day	4 Day	5 Day	
0.24	0.60	1.25	1.90	2.56	3.20	0.45
0.36	0.67	1.32	1.97	2.63	3.27	0.50
0.66	1.23	2.42	3.62	4.83	5.98	0.92

Schedule Amended: December 13, 2022  
 Effective Date: January 1, 2023  
 Bylaw 6378

## SCHEDULE B

### *Landfill Tipping Rates*

*Table 3 – Tipping Rates*

<b>Rate Class</b>	<b>Rate</b>	<b>Definition &amp; Materials</b>
<b>Waste</b>		
General Waste	\$115.00	Mixed Waste from residential, commercial, industrial and institutional sources. This includes household, office, retail, small business, Building Waste. <b>Bylaw 6248 - December 14, 2020</b>
Special Waste*	\$130.00	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.
Clean Fill Out*	\$0.00	If loaded by self.
	\$10.00	If loaded by City Waste Facility employees.
<b>Recyclable Materials</b>		
Clean Topsoil & Sod	\$5.00	Topsoil and sod without any contaminants such as Waste, gravel, and subsoil.
Recyclable 0	No charge	Batteries, cooking oil, electronic Waste, fluorescent bulbs and tubes (residential), glass, Household Hazardous Waste, mercury thermostats, oil, oil containers and oil filters, 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).
		<b>Bylaw 6248 – December 14, 2020</b>
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, clean new construction drywall without paint and other debris.

		<b>Bylaw 6248 - December 14, 2020</b>
Recyclable 75	\$75.00	Concrete which is recyclable but contains pieces over 0.7 m <sup>3</sup> or excessively high rebar content.

Notes:

All rates are per tonne unless otherwise specified

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

\* Waste & Recycling Utility may negotiate rates for commodities marked with an asterisk (\*) provided the Engineer approves terms

**Bylaw 6378 – January 1, 2023**

*Table 4 – Surcharges*

<b>Surcharge Type</b>	<b>Rate</b>	<b>Definitions</b>
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/m <sup>3</sup>	Applied to loads where Waste requires separate disposal pits.
Improper Disposal	\$250.00 - \$2500.00 / load	Waste facility staff may remove and dispose of such Waste at the expense of the Owner, who shall pay for such expenses on demand.
Designated Material Fee	\$50	Applied to loads for disposal of Waste containing Designated Materials defined in Schedule E

Notes:

All the rates are per tonne unless otherwise specified

**Bylaw 6378 – January 1, 2023**

Schedule Amended: November 30, 2021  
 Effective Date: January 1, 2022  
 Bylaw 6325

### SCHEDULE C

#### Penalties for Violations

Section	Descriptions	Fine
12	Failure to place Waste in a Waste Receptacle or accordance with guidelines and specifications <i>Bylaw 6325 – January</i>	\$250.00
13	Setting out improper or restricted Waste	\$250.00
15	Waste deposited without consent	\$250.00
23	Improper set out conditions	\$250.00
24	Failure to remove Waste Collection Cart from Street or Lane	\$250.00
26	b) Improper location	\$250.00
	c) Failure to have lid or cover on Waste Bin	\$250.00
	d) Over filling Waste Bin	\$250.00
	e) Failure to cover Waste	\$250.00
	f) Failure to sanitize Waste bin	\$250.00
	h) Waste stored outside Waste Bin	\$250.00
28	Failure to properly convey Waste	\$250.00
29	Permitting loose building material or Building Waste on the building site	\$250.00
31	Failure to provide suitable Waste Bin	\$250.00
33	Failure to keep building material or Building Waste on building site	\$250.00
36	Failure to clean up Waste from Street or Lane	\$250.00
40	Improper placement of Waste at City Waste Facility	\$250.00

48		Scavenging at City Waste Facility	\$250.00
52		Illegal dumping	\$250.00
54.1		Failure to provide Adequate Containers or storage areas for the storage of Mandatory Recyclable Materials	\$250.00
54.4	a)	Failure to provide access to Adequate Containers or storage areas for the separation of Mandatory Recyclable Materials	\$250.00
	b)	Failure to post clear signage on all Adequate Containers and storage areas	\$250.00
	c)	Failure to conduct training that instructs all employees how to use Adequate Containers and storage areas for the collection of Mandatory Recyclable Materials	\$250.00

Schedule Amended: December 13, 2022  
Effective Date: January 1, 2023  
Bylaw 6378

**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 an 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 Services 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. DELETED

***Bylaw 6378 – January 1, 2023***

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,
  - 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 Services 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. Mandatory Organic Materials**  
Includes food Waste, yard Waste and garden Waste that will biologically degrade through a composting operation.
- Bylaw 6325 – January 1, 2022*
- 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.