

**TOWNSITE OF REDWOOD MEADOWS
ADMINISTRATION SOCIETY**

WASTE MANAGEMENT BYLAW

BYLAW # XXXXX

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TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY

BYLAW NO. 2025 XX

BEING A BYLAW RESPECTING WASTE MANAGEMENT WITHIN
THE TOWNSITE OF REDWOOD MEADOWS

WHEREAS:

- (a) The Townsite of Redwood Meadows (Townsite), a community located within specifically designated lands within the Tsuut'ina Nation in the Province of Alberta, is governed by the Townsite of Redwood Meadows Administration Society (Society);
- (b) The Society is a body incorporated under the Societies Act (Alberta) whose business and affairs are managed by a board of directors (Council);
- (c) The Society, acting in a manner similar to a local municipal government incorporated under the Municipal Government Act (Alberta), has jurisdiction over the governance, administration, and operations of the Townsite pursuant to the rights and authorities delegated to the Society by the Tsuut'ina Nation through the Stewardship Agreement, the Lease Agreements, and the Tax Administration Agreement;
- (d) The Society uses the provisions of the Tsuut'ina Agreements, the Lease Agreements, (and the provisions of the Municipal Government Act (Alberta) as far as may be practical in the circumstances), to define this Waste Management bylaw for the Townsite; and
- (e) The Society deems it necessary and expedient to pass this Bylaw for the purpose of providing for the effective Waste Management within the Townsite.

NOW THEREFORE the Townsite of Redwood Meadows Administration Society, in the province of Alberta, duly assembled, enacts as follows:

ARTICLE 1 - ADMINISTRATION

1.1 **Short Title**

- (a) This Bylaw may be cited as the "Waste Management Bylaw".

1.2 **Purpose**

- (a) The purpose and intent of this Bylaw is to set reasonable standards for waste management.

1.3 **Application**

- (a) This Bylaw shall apply to all residential Lots within the Townsite of Redwood Meadows, and all public lands contained within its legal boundary.

1.4 **Other Legislative Requirements**

- (a) Nothing in this Bylaw relieves a Person from complying with any Federal, Provincial or Tsuut'ina Nation law or regulation, other bylaw or any requirements of any lawful permit, order or license.

1.5 **Severability**

- (a) Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

ARTICLE 2 - INTERPRETATION

2.1 Definitions

In this Bylaw, so far as the context does not otherwise require:

“Ashes” means cold residue from burning of wood, coal or other like material;

“Biomedical Waste” as defined under the Waste Control Regulation;

“Chief Administration Officer (CAO)” means the Chief Administration Officer for the Townsite;

“Collection” includes acquisition of refuse by the Townsite, or where the context implies by a private hauler, by picking up, collecting or gathering together, and includes the removal and transportation of the same to a disposal site and “collect” shall have a comparable meaning;

“Collector” means a person who collects refuse within the Townsite as an agent, contractor or employee of the Townsite;

“Commercial Bin” means any container provided for the storage of waste and constructed to be emptied mechanically into a collection vehicle;

“Commercial Premises” means any premises that are designated as “commercial” and includes any premises that are exempt from municipal assessment or taxation;

“Construction, Renovation, and Demolition Waste” means all waste produced in the process of constructing, altering, renovation, repairing, or demolishing a building; including earth vegetation, and rock displaced during the process of building, all of which is acceptable for disposal at an approved disposal site;

“Council” means the board of directors of the Society;

“Dangerous Goods” means Dangerous Goods as defined in the Transportation of Dangerous Goods Act and its regulations;

“Disposal” includes disposition or intended disposition by discarding, discharging, dumping, throwing away, dropping, or abandoning and “dispose” shall have a comparable meaning;

“Disposal Site” means a dry dump, a sanitary landfill site or another site approved by the Townsite of Redwood Meadows for disposal of waste;

“Domestic Waste” means the solid waste stream that would normally be generated and discarded as refuse from a residential dwelling unit, or a multi residential dwelling unit, and which includes: kitchen organic waste, paper, plastics, ashes, broken dishes, edible food goods, yard waste and other such material, but excludes: Construction, Renovation and Demolition Waste, Hazardous waste, Biomedical waste and Industrial waste;

“Dwelling House” means any building occupied for residential purposes, other than a condominium, multiple family dwelling or apartment house;

“Hazardous Waste” is defined under the Environmental Protection and Enhancement Act and its Regulations;

“Industrial Waste” means all waste generated by industrial activities and includes waste that presents health, safety or environmental concerns, and includes, but is not limited to, lime, sulfur, asbestos, contaminated soils, empty chemical containers, but excludes hazardous waste and biomedical waste;

“Plastic Garbage Bag” means a sturdy plastic bag specifically marketed to store waste for collection, and excludes plastic bags that are intended for other purposes;

“Premises” means land, including any buildings erected thereon;

“Prohibited Waste” means all waste listed in Section 12 Prohibited Waste within this Bylaw;

“Recycling Container” means a container designed to store material for recycling

“Residential Property” means land with improvements intended or used for residential occupancy;

"**Street**" means a public thoroughfare within the Townsite and includes where the context so allows, the sidewalk and borders of the street and all parts appearing in the records of the Administration Office as having been set aside for a public thoroughfare;

"**Townsite**" means the Townsite of Redwood Meadows, consisting of lands geographically situated within the Tsuut'ina Nation reserve, the boundaries of which are as described in the Stewardship Agreement, or its duly authorized Representative;

"**Utility Right-of-Way**" means the area of land acquired for or devoted to the provision of a utility;

"**Waste**" as defined under the Environmental Protection and Enhancement Act and its regulations;

"**Waste Container**" means a container designed to store waste for collection but excludes a commercial bin;

2.2 Context

- (a) Where a word is used in the singular, such a word may also mean plural.
- (b) Where a masculine or impersonal pronoun or adjective is used, such a word may also mean the feminine or impersonal pronoun or adjective.
- (c) Where a word is used in the present tense, such a word may also mean the future tense.
- (d) The word "person" includes a corporation as well as an individual.
- (e) The words "shall" and "must" require mandatory compliance except where a variance or relaxation has been granted pursuant to this Bylaw. "May" means a choice is available, with no particular direction or guidance intended.
- (f) Words, phrases, and terms not defined in this Bylaw shall be given their usual and customary meaning.
- (g) Where a regulation involves two or more conditions or provisions connected by the conjunction "and" means all the connected items shall apply in combination; "or" indicates that the connected items may apply singly; and "and/or" indicates the items may apply singly or in combination.

2.3 Headings

- (a) The headings of this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this bylaw.

ARTICLE 3- APPLICATION

3.1 Application of this Bylaw

- (a) This Bylaw applies to all waste produced or transported within the boundaries of the Townsite.
- (b) Nothing in this Bylaw shall operate to relieve any person from complying with any Federal, Provincial Order, Regulation or Bylaw and such person shall comply with all conditions or obtain any necessary consents at his or her own expense.
- (c) Except as provided herein to the contrary no person shall:
 - (i) store or deposit any waste in or on any premises owned or occupied by the Townsite.
 - (ii) store or place any waste container or commercial bin on any street except on the designated pick up date.
- (d) Section (c) shall not apply:
 - (i) in respect of any waste container placed or stored on a street for use by the public by or with the consent in writing of the CAO or the Operations Manager.
 - (ii) to a person who is actively engaged in loading or unloading any waste container or commercial bin.
- (e) Any person who deposits any waste on a street shall forthwith remove such waste from the street at his or her own expense.
- (f) No person shall scavenge waste from a waste container, plastic garbage bag or a commercial bin.
- (g) No person shall damage, tamper with or vandalize a container or bin owned or operated by the Townsite.

ARTICLE 4 - PROVISIONS FOR DISPOSAL OR WASTE

4.1 The Townsite will provide the Waste Removal Company for the public collection and removal or waste within the limits of the Townsite.

- (a) The Townsite may:
 - (i) supervise the collection, removal and disposal of waste.
 - (ii) direct the days and times that collections will be made from different portions of the Townsite and;
 - (iii) decide as to the quantities and classes of waste to be removed from any premises or accepted by the Town for disposal.
- (b) Subject to the provisions of this Bylaw, the decision of the Townsite as to:
 - (i) the amount of waste which has been removed from any premises; and
 - (ii) the amount and types of waste which the Townsite is obliged to remove from any premises or class of premises; shall be final and conclusive.

ARTICLE 5 - COLLECTION OF RESIDENTIAL DOMESTIC WASTE FOR DISPOSAL

5.1 Collection of Residential Domestic Waste for Disposal

- (a) Subject to the provisions of this Bylaw, the Townsite,
 - (i) shall cause domestic waste to be collected from each dwelling house in Townsite provided bins at an interval as determined by Townsite administration
 - (ii) may enter into a contract with a person for the collection of the whole or a portion of the waste accumulated within the Townsite.

ARTICLE 6 - CONTAINMENT OF RESIDENTIAL DOMESTIC WASTE FOR DISPOSAL

6.1 Containment of Residential Domestic Waste for Disposal

- (a) The Owner of a dwelling house:
 - (i) shall not set out for collection any waste that is not generated by the occupants of his own dwelling house,
 - (ii) shall not tamper or interfere with any waste set out for collection that is not generated by the occupants of his own dwelling house;
- (b) Must ensure that waste containers used at his dwelling house:
 - (i) are not filled with waste above the level of the top of the container,
 - (ii) are filled so that the contents of the container can easily be removed,
- (c) Must ensure that waste and recycling containers from the dwelling house are set out for collection no earlier than 5:00 a.m. on the day of collection.

ARTICLE 7 - COLLECTION INTERFERENCE

7.1 Collection Interference

- (a) No person shall willfully hinder or interrupt or cause or procure another to hinder or interrupt, the Townsite or its contractors, servants, agents, or employees, in the exercise of powers and duties under this bylaw.
- (b) No person shall deposit waste in a waste container without the consent of the owner thereof or of the owner or occupant of the premises on which the container is located.

ARTICLE 8 - RESIDENTIAL AREA - PLACING OF WASTE CONTAINER

8.1 Placing of Residential Waste Container

- (a) All waste from premises shall be placed for collection at a location as close as possible to the traveled portion of the adjacent street, but not in such a location as to interfere in any way with vehicle or pedestrian traffic.
- (b) No collector shall be required to make a collection of waste from inside any building or be required to pass through a building in order to collect waste.

ARTICLE 9 - RESIDENTIAL AREA - PREPARATION OF DOMESTIC WASTE FOR COLLECTION

9.1 **Preparation for Residential Domestic Waste for Collection**

- (a) No person shall place for collection ashes which are not properly quenched.
- (b) The occupant of premises from which waste is to be collected shall place or locate a waste container for collection in such a manner that it will not overturn or be likely to overturn;

ARTICLE 10 - PROHIBITED WASTE

10.1 **Prohibited Waste**

- (a) No person shall place any of the following items in any waste container or plastic garbage bag for collection by the Townsite or its contractor:
 - (i) Hazardous waste;
 - (ii) Biomedical waste/hypodermic needles
 - (iii) Commercial, trade, or industrial waste;
 - (iv) Dead animals;
 - (v) Construction, renovation, or demolition waste;
 - (vi) Gas/propane liquids or any other liquid based petroleum product;
 - (vii) Rocks;
 - (viii) Automobile waste including parts, tires, and batteries;
 - (ix) Engine oil;
 - (x) Oil filters;
 - (xi) Building materials and furniture;
 - (xii) Fluorescent/ luminescent light tubes;
 - (xiii) Sod;
 - (xiv) Waste that is unsafe for the collector to access or handle;
 - (xv) Waste that could cause environmental impairment.
- (b) Any material listed in 12.1 set out for collection by the Townsite's Domestic Waste collection system shall not be collected.
- (c) A person responsible for the existence or accumulation of prohibited waste shall cause the prohibited waste to be transported to a disposal site designated by the Province of Alberta for such purposes.

ARTICLE 11 - REFUSAL OF RESIDENTIAL DOMESTIC WASTE SERVICE

11.1 **Refusal to collect Domestic Waste**

- (a) Collectors may refuse to collect Domestic Waste which has not been securely placed in waste containers, or if the containers have been broken so as to allow spillage or scattering of the contents.

ARTICLE 12 - ACCUMULATION OF WASTE PROHIBITED

12.1 **Accumulation of waste prohibited**

- (a) Except for waste which is placed in containers required and in a manner complying with the provisions of this Bylaw and in a location designated or allowed by the Bylaw, no person who is the owner, occupant or person in charge or responsible for any land or building in the Townsite shall allow waste of any kind to accumulate:
 - (i) outside of a building or inside of a portion of the building to which the public or part of the public has access, or
 - (ii) on any land.

ARTICLE 13 - CONSTRUCTION, RENOVATION AND DEMOLITION WASTE

13.1 **The owner of any premises producing construction, renovation and demolition waste shall:**

- (a) Provide and maintain on the premises in good condition, a sufficient number of waste containers or commercial bins to store the construction, renovation and demolition waste;
- (b) Ensure that no organic or other animal attractant materials shall be placed in commercial bins;
- (c) Not allow the premises or adjacent premises to become untidy or unsightly because of accumulated construction, renovation, and demolition waste;
- (d) Periodically at the owner's expense deliver to and dispose of all building waste at an appropriate disposal site;
- (e) Contain any construction, renovation and demolition waste and not allow it to spill over or accumulate on any street, lane or other public property;
- (f) Recapture any construction, renovation and demolition waste which is blown off the premises and immediately place same in a container or commercial bin;
- (g) Pursuant to the instructions of the Operations Manager, fence the whole or any part of such premises or construct any structure necessary to contain the construction, renovation, and demolition waste.

ARTICLE 14 - DELEGATION OF POWERS

14.1 **Delegation of power to Townsite Manager**

- (a) The Council of the Townsite hereby delegates to the Townsite Manager the power to:
 - (i) establish regulations for the general maintenance, management or conduct of the collection system and of the officers and other employees employed in connection with the collection system;
 - (ii) fix, in connection with the collection system, the times and places where rates or charges under this Bylaw are payable;
 - (iii) collect the rates or fees established pursuant to this Bylaw;

ARTICLE 15 - REMEDIAL ORDER

15.1 **Remedial Orders**

- (a) A Remedial Order issued pursuant to this Bylaw may be served to the Owner or Occupant:
 - (i) by delivering it personally to the individual;
 - (ii) by leaving it for the individual at their apparent place of residence with someone who appears to be at least 18 years of age; or
 - (iii) by delivering it by regular mail to the individual at their apparent place of residence.
- (b) Every Person who fails to comply with a Remedial Order issued pursuant to this Bylaw within the time set out in the Remedial Order commits an offence.

ARTICLE 16 - ENFORCEMENT

16.1 **General Penalty Provision**

- (a) Any Person who contravenes any provision of this Bylaw:
 - (i) by doing any act or thing which the Person is prohibited from doing; or
 - (ii) by failing to do any act or thing the Person is required to do;
 - (iii) is deemed non-compliant.

16.2 **Violation Tickets & Penalties**

- (a) Where the Townsite believes that an Owner or Occupant has contravened any provision of this Bylaw, Townsite may commence proceedings against the Person by issuing a violation ticket pursuant to the Sub-sublease Section 2.10:
 - (i) if this is a first incident, the Enforcement Officer may provide an informative notice to the Owner.
- (b) Where there is a specified penalty listed for an offence in the Bylaw Enforcement and Fines Bylaw, that amount is the specified penalty for the offence.

- (c) Notwithstanding the specified penalties set out in Bylaw Enforcement and Fines Bylaw:
 - (i) if a Person is guilty of an offence twice of the same provision of this bylaw within a twenty-four (24) month period,
 - (ii) the specified penalty for the second offence shall be twice the amount of the specified penalty as set out in the Bylaw Enforcement and Fines Bylaw.
 - (iii) if a Person is guilty of an offence three or more times of the same provision of this Bylaw within a twenty-four (24) month period,
 - (iv) the specified penalty for the third and subsequent offence shall be three times the amount of the specified penalty as set out in the Bylaw Enforcement and Fines Bylaw.
- (d) In default of payment for any violation tickets, or any amount due and payable to the Townsite pursuant to this Bylaw, the amount of such sums in default shall be a fee against the Lot and become due and payable to the Townsite as Additional Rent. Balances outstanding after three (3) months will be transferred to the corresponding tax roll as Additional Rent and shall form part of the outstanding taxes for the lot.

16.3 **Appeal Process**

- (a) The appeal process is as stipulated in Section 2.10 (c) of the Sub-sublease:
The Sub-Sublessee may, within ten (10) days of receipt of any Ticket, appeal any such Ticket by delivering a notice to the SubSublessor setting out the reasons for the appeal. The SubSublessor, or a representative thereof, will consider the reasons of the SubSublessee set forth in any Appeal Notice and deliver a response in writing to the Sub-Sublessee setting out whether the Sub-Sublessor has repealed the applicable Ticket. The decision of the Sub-Sublessor, in any Response Notice, is final.

ARTICLE 17 - TRANSITION AND COMING INTO FORCE

17.1 Enactment/Transition

- (a) If any clause in this Bylaw is found to be invalid, it shall be severed from the remainder of the Bylaw and shall not invalidate the whole Bylaw.
- (b) This Bylaw comes into force on the date it is passed.

THIS BYLAW SHALL COME INTO FULL FORCE AND EFFECT ON THE DATE OF ITS FINAL READING, APPROVED AND PASSED BY THE COUNCIL FOR THE TOWNSITE OF REDWOOD MEADOWS.

THIS X DAY OF ~~XXXX~~, A.D. 2025

Mayor – Sam Jackson

Townsite Manager – Gord Tate

1st Reading **Nov 18**, 2025, passed unanimously.

2nd Reading Oct x, 2025, passed unanimously.

3rd Reading Oct x, 2025, passed unanimously.