



## **REQUEST FOR PROPOSAL (RFP)**

RFP NUMBER: 10-2016/02/E

**CURBSIDE/ROADSIDE COLLECTION AND HAULING OF RECYCLABLES  
AND SOLID WASTE**

**TERMS OF REFERENCE**

October 20, 2016

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## Section 1.0 - REQUEST

- 1.1 The Town of Drayton Valley is requesting a detailed and comprehensive proposal from qualified Contractors/individuals for the provision of Curbside/Roadside Collection and Disposal of Recyclables and Solid Waste.
- 1.2 General information is available from the Town of Drayton Valley, 5102-52<sup>nd</sup> Street, Drayton Valley, AB. Phone (780) 514-2200.
- 1.3 **Submissions will be accepted at the Town until 2:00 p.m. local time, Tuesday, November 10, 2016.**
- 1.4 Responses can be mailed to the Town of Drayton Valley, Box 6837, Drayton Valley, AB, T7A 1A1 or hand delivered to the Town of Drayton Valley Civic Centre, 5102-52<sup>nd</sup> Street, Drayton Valley, AB. The submission must be in a sealed envelope and clearly marked as:

**Request for Proposal  
Curbside/Roadside Collection and Disposal of Recyclables and Solid Waste  
Town of Drayton Valley**

- 1.5 Submission inquiries are to be directed to:

Sonya Wrigglesworth  
Infrastructure Manager  
Town of Drayton Valley  
Phone: 780 514 2200  
Email Address: [swrigglesworth@draytonvalley.ca](mailto:swrigglesworth@draytonvalley.ca)

## Section 2.0 - REQUIREMENTS

### 2.1 PURPOSE

The objective of this RFP is to solicit proposals from qualified Waste Management and Recycling Contractors. The Town of Drayton Valley requires services and an Agreement for curbside/roadside collection and disposal of recyclables and solid waste.

### 2.2 LOCATION

Drayton Valley, Alberta.

### 2.3 AVAILABLE INFORMATION:

The Town can supply the following information and materials:

- a. Town of Drayton Valley Community Sustainability Plan;
- b. Town of Drayton Valley Integrated Waste Management Strategy; and
- c. Town of Drayton Valley Waste Management Bylaw 2009/01/E.

### 2.4 MINIMUM PROPOSAL REQUIREMENTS

Each proposal must contain the following information:

- a. Proponent organization and strength;
- b. related experience and expertise;
- c. complete list of all equipment, including make, model, type of vehicle, year, hauling capacity, and number of operators required;
- d. contingency plans in the event of an emergency, missed pick-ups and statutory holiday scheduling conflicts;
- e. solid waste collection methodology;
- f. solid waste disposal methodology;
- g. recycling collection methodology;
- h. recycling disposal methodology;
- i. clear identification of services included;
- j. demonstrated budget breakdowns;
- k. Proponent's recommended alternatives, efficiencies and originality;
- l. proof of insurance and certification (COR, WSB) ; and

- m. references.

## Section 3.0 - SCOPE OF WORK

- 3.1 Proponents are invited to submit quotations for any or all parts of the RFP. Preference may be given to one Contactor fulfilling all portions of the RFP or a combination of Contractors to fulfill all requirements of the RFP. Proponents are invited to submit proposals with innovative collection and hauling methods. Proponents are also invited to submit proposals for collection and hauling of organics.

The Town's current collection areas/days are attached as Schedule A. Current collection days and general routes may be modified to improve efficiencies in collection, resulting in net savings and alignment with the Town's Community Sustainability Plan. At the sole discretion of the Town, the frequency of collection may be increased or decreased as deemed necessary and after consultation with the Contractor to adjust fees.

The term of the contract is anticipated to be five (5) years and shall commence January 1, 2017 and end December 31, 2021. The work to be performed for curbside/roadside collection will include, but is not limited to the below listed services under the specifications, terms and conditions for this RFP:

- a) Weekly OR bi-weekly OR other frequency of curbside/roadside collection of recycling from Eligible Units within the Town.
- b) Weekly OR bi-weekly OR other frequency of curbside/roadside collection of solid waste from Eligible Units within the Town.
- c) Transportation of collected materials to appropriate disposal facilities.
- d) Refusal sticker system to be used to communicate reasons for pick-up refusal to residents.
- e) Reports of quantities of recyclables collected shall be created and provided on a quarterly basis.
- f) Reports of sales revenues generated (if applicable), shall be itemized and categorized by type of recyclable and reported on a monthly basis.
- g) Loads originating or terminating in the Town will not be shared with other customers of the Contractor.

At present, curbside/roadside collection for solid waste and recyclables is available to single family residential units, as outlined in the Town of Drayton Valley's Waste Management Bylaw 2009-01-E (Schedule B). Proponents will acknowledge and agree that the Town may, from time to time, over the term of the Contract amend the Bylaw, as deemed appropriate. The Town will reserve the right during the course of the Contract, after consultation with the Contractor and appropriate notice of change, to modify collection and disposal requirements.

Curbside/roadside collection of solid waste occurs by means of a 240 L tote automated collection. Totes are not wholly owned by the Town or resident. Residents annexed by

the Town in 2011 have the option of either curbside/roadside collection, or deposit at the Aspen Waste Management Facility.

Curbside/roadside collection of recyclables occurs by means of comingled blue bag. Residents annexed by the Town in 2011 have the option of either curbside/roadside collection, or deposit at the Aspen Waste Management Facility.

The Contractor shall perform collection services in the most efficient and cost effective means possible, endeavoring to minimize inconveniences to the public. The Contractor shall not obstruct any street or thoroughfare longer than necessary.

All materials set out for collection become the property of the Town, who shall have exclusive rights to these materials, once they have been collected. Neither the Contractor nor the Contractor's employees shall be permitted or entitled to salvage any material or article collected, unless specifically authorized to do so by the Town.

The Contractor will assist the Town in education and promotion of solid waste management and recycling.

The Contractor will be accessible by telephone or other means of communication for receiving and responding to customer complaints. The Contractor will also report to the Towns' Public Works shop with a weekly complaint and response log.

A project "start-up" meeting will be required upon award of the Contract to discuss specifics of collection, routing, and other contractual issues.

## 3.2 PRICING TABLES

3.3 SOLID WASTE COLLECTION PRICING TABLE

3.3.1 Pricing Table 1: Solid Waste Collection Pricing (based on Aspen Waste Management Facility as the Waste Disposal Site)

COLLECTION METHOD	FREQUENCY	YEAR	ESTIMATED NUMBER OF DWELLINGS*	WASTE COLLECTION \$/DWELLING/MONTH
		2017	2600	
		2018	2652	
		2019	2705	
		2020	2759	
		2021	2814	

\* Based on a 2% population increase per annum

- Based on Aspen Waste Management Facility as the Waste Disposal Site. If proposing an alternative disposal site, specify site location and provide pricing for hauling to both the alternative and Town specified site. Also provide pricing for disposal fees at the alternative site.
- If proposing alternative waste disposal locations, it is the responsibility of the hauler to negotiate the rate and hold the contract with the disposal/processing facility.

### 3.3.2 Pricing Table 2: Recycling Collection Pricing

COLLECTION METHOD	FREQUENCY	YEAR	ESTIMATED NUMBER OF DWELLINGS*	RECYCLING COLLECTION \$/DWELLING/MONTH	RECYCLING DISPOSAL/PROCESSING FACILITY
		2017	2600		
		2018	2652		
		2019	2705		
		2020	2759		
		2021	2814		

\*Based on a 2% population increase per annum

- Recycling processing location to be defined.
- Commodity revenue distribution to be defined (if applicable).
- It is the responsibility of the hauler to negotiate the rate and hold the contract with the disposal/processing facility.

### 3.3.3 Pricing Table 3: Organics Collection Pricing

COLLECTION METHOD	FREQUENCY	YEAR	ESTIMATED NUMBER OF DWELLINGS*	ORGANICS COLLECTION \$/DWELLING/MONTH
		2017	2600	
		2018	2652	
		2019	2705	
		2020	2759	
		2021	2814	

\*Based on a 2% population increase per annum

## Section 4.0 - GENERAL INFORMATION

### 4.1 BUDGET

Include a rate proposal, with a firm upset limit for each component and demonstrate estimated time required for each component of the project within the overall project period. There will be no payments for any billings, including expenses, beyond this firm upset limit, unless approved by the Town. All activities are subject to final Council approval.

### 4.2 CONTRACT REQUIREMENTS

- a. The successful Proponent is required to have a valid Town of Drayton Valley Business License prior to Contract execution.
- b. The successful Proponent will be required to enter into a Service Agreement with the Town within fifteen (15) days after delivery of the Agreement to the successful Proponent by the Town.
- c. If the successful Proponent fails to execute and return the Agreement to the Town within fifteen (15) days, the Town may cease all discussions and have no obligation to the Proponent, and may, if it chooses to do so, award the Contract to another Proponent, all without affecting any claim which the Town may have against the Proponent as a result thereof.

### 4.3 SUBMISSION OF PROPOSAL

- a. The Proponent shall submit two (2) copies of its Proposal with all accompanying schedules, appendices, or addenda, in a sealed envelope or package marked with the Proponent's name and the RFP title before the Closing Time listed in this proposal, and at the location shown on the title page of this RFP.
- b. Proposals received after the Closing Time, or in locations other than the address indicated, will not be accepted and will be returned. The Town may elect to extend the Closing Time.
- c. Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent's name and the RFP title.
- d. Proposals may be withdrawn by written notice only, provided such notice is received at the Town Civic Centre prior to Closing Time.
- e. All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

### 4.4 CONFLICT OF INTEREST



By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Town or their immediate families which might in any way be seen by the municipalities to create a conflict.

#### 4.5 EVALUATION OF PROPOSALS

- a. Proposals will be evaluated on the basis of the overall best value to the Town based on quality, service, comprehensiveness of response to all service elements, price, and any other criteria set out herein including, but not limited to:
  - i. the Proponent's ability to meet the requirements, qualifications, and competencies set out herein;
  - ii. the Proponent's ability to deliver the services when and where required;
  - iii. financial offer;
  - iv. the Proponent's business and technical reputation and capabilities, experience and where applicable, the experience of its personnel, financial stability, track record, and references of current and former customers;
  - v. quality of Proposal; and
  - vi. any other criteria set out in the RFP or otherwise reasonably considered relevant.
- b. The Town may elect to short-list some of the Proponents and may require that short-listed Proponents provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature.
- c. The Town may elect to enter into negotiations with the Proponent or with any other Proponents concurrently. In no event will the Town be required to offer any modified terms to any Proponent prior to entering into a Contract, and the Town will not be liable to any Proponent as a result of such negotiations.
- d. All sub-contractors of the Proponent will be subject to the same evaluation process. It is the responsibility of the Proponent to guarantee that all its sub-contractors will comply with all the requirements and terms and conditions set out herein.

#### 4.6 EVALUATION CRITERIA

Proposals will be evaluated for their adherence to, interpretation of, and response to the issues as set out in this document. The following established criteria will be used:

- a. Proponent organization and strength;
- b. expertise and experience related to similar or related services;
- c. presentation of proposed methodologies and processes to achieve goals;
- d. clear identification of services included;
- e. Proponent's innovation in its approach to the project including any recommended alternatives, efficiencies and originality;
- f. identification of major issues, challenges and risks associated with the deliverables;
- g. cost of overall services and competitiveness;
- h. demonstrated budget breakdowns for time and effort for each deliverable;
- i. cost allocations and controls within the stated budget;
- j. co-ordination of work with the Town; and

#### 4.7 ACCEPTANCE AND REJECTION OF PROPOSALS

- a. Notwithstanding any other provision in the Proposal documents, the Town has in its sole discretion, the unfettered right to:
  - i. accept any Proposal;
  - ii. reject any Proposal;
  - iii. reject all Proposals;
  - iv. accept a Proposal which is not the lowest priced Proposal;
  - v. accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this RFP;
  - vi. reject a Proposal even if it is the only Proposal received by the Town;
  - vii. accept all or any part of a Proposal; and
  - viii. split the Services between one or more Proponents.
- b. All Proposals shall be irrevocable and remain open for acceptance for at least one hundred and twenty (120) days after the Closing Time, whether or not another Proposal has been accepted.
- c. The Town is not under any obligation to award a Contract and may elect to terminate this RFP at any time.

#### 4.8 PROPOSAL TIMELINE

The Timeline for the RFP process listed below are provided for guidance only and the Town reserves the right to issue an addendum to modify or eliminate any aspect of the schedule. The events and dates listed under the closing date may change or be postponed or cancelled.

Event	Date
RFP Release Date	October 20, 2016
Closing Date & Time	November 10, 2016 – 2:00 pm MST
Anticipated Notice of Award	November 30, 2016
Contract Start Date	January 1, 2017

**Section 5.0 - PROPOSAL FORM**



**REQUEST FOR PROPOSAL SUBMISSION  
CURBSIDE COLLECTION AND DISPOSAL OF RECYCLING  
AND SOLID WASTE  
PAGE 1 OF 2**

Proponent's Name: \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address (if different from above) \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone (if different from above) \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned Proponent, having carefully read and examined the RFP, including all sections, and having full knowledge of the requirements described herein, does offer to provide the goods and/or services in accordance with the requirements, terms and conditions set out in the RFP and in accordance with the pricing as described within.

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**REQUEST FOR PROPOSAL SUBMISSION  
CURBSIDE COLLECTION AND DISPOSAL OF RECYCLING  
AND SOLID WASTE  
PAGE 2 OF 2**

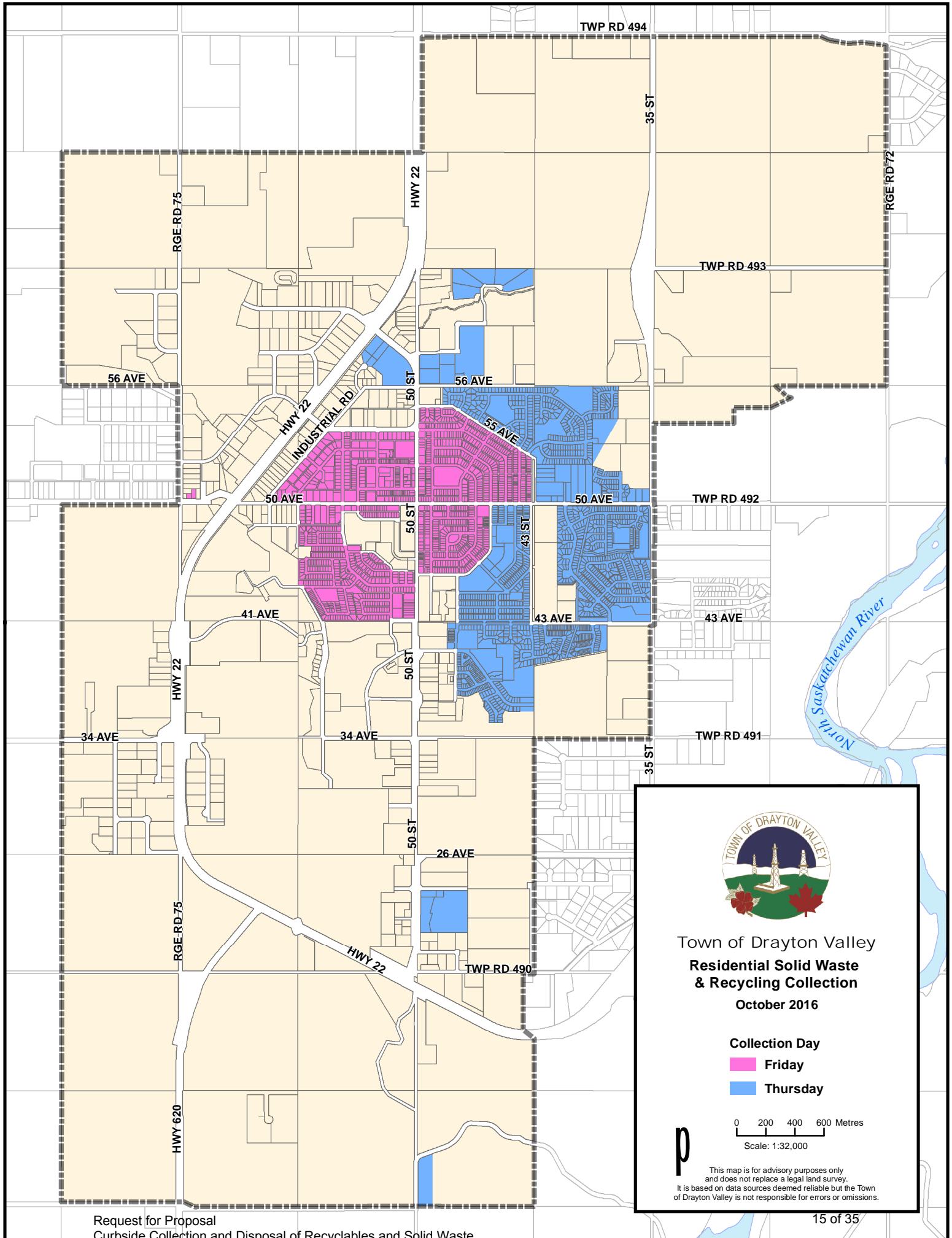
**REQUIRED PROPOSAL DOCUMENTS**

By initialing each item, the Proponent confirms it has completed and enclosed the following documentation in its Proposal, and has identified any deviations or items of non-compliance providing an explanation of where it does not comply.

Initial

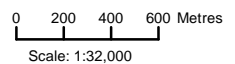
- \_\_\_\_\_ 1. The Proponent's Alberta WCB registration number is \_\_\_\_\_. The Proponent warrants that it is in good standing as to all WCB assessments and requirements.
- \_\_\_\_\_ 2. The Proponent confirms that it will comply with all occupational health and safety requirements, policies and procedures of the Town and all statutory occupational health and safety requirements under, or in connection with, the *Worker's Compensation Act*.
- \_\_\_\_\_ 3. Brief description of Proponent's company, purpose, and history of successes.
- \_\_\_\_\_ 4. Information on size of firm, number of partners, and staff employed.
- \_\_\_\_\_ 5. Information on relevant experience performed during the last five (5) years.
- \_\_\_\_\_ 6. Indication of the number and size of other municipalities where like services have or are currently being provided.
- \_\_\_\_\_ 7. Identification of key personnel to be assigned to this Contract, setting out their names, responsibilities, qualifications, and relevant experience.
- \_\_\_\_\_ 8. Provision of a minimum of two (2) service contract engagements that the Proponent has been affiliated with within the last five (5) years. Indicate the name, phone number, and e-mail address of the principle client contact.
- \_\_\_\_\_ 9. Submission of the work plan outlining planning, communications, and methodology to perform the services required.
- \_\_\_\_\_ 10. Submission of a detailed budget breaking down the fees for all the phases of the study, identifying the total all-inclusive fee which shall include any out-of-pocket expenses for the provision of services for the agreement/contract period.
- \_\_\_\_\_ 11. Submission of a detailed list of any deviations and/or variations from the terms and conditions set out in this RFP and, if applicable, detail proposed amendments.

**SCHEDULE A**  
**TOWN COLLECTION SCHEDULE**



Town of Drayton Valley  
**Residential Solid Waste  
 & Recycling Collection**  
 October 2016

- Collection Day**
- Friday
  - Thursday



**p**

This map is for advisory purposes only and does not replace a legal land survey. It is based on data sources deemed reliable but the Town of Drayton Valley is not responsible for errors or omissions.

## **SCHEDULE B**

# **TOWN OF DRAYTON VALLEY'S WASTE MANAGEMENT BYLAW 2009-01-E**





**DRAYTON VALLEY**

*'Pulling Together'*

**BYLAW NO. 2009/01/E**

**BEING A BYLAW OF THE TOWN OF DRAYTON VALLEY, IN THE PROVINCE OF ALBERTA, TO ESTABLISH TERMS AND CONDITIONS FOR THE PROVISION OF WASTE COLLECTION DISPOSAL AND RECYCLING SERVICES IN THE TOWN OF DRAYTON VALLEY.**

**WHEREAS** and pursuant to Division 6, Section 648(1) of the *Municipal Government Act* 2000, being Chapter M.26 of the Revised Statutes of Alberta, and amendments thereto, the Council of a municipality may pass bylaws respecting public utilities; and

**AND WHEREAS**, it is deemed advisable and expedient to set out the terms and conditions applicable to the collection and disposal of solid waste and the provision of recycling services within the Town of Drayton Valley;

**NOW THEREFORE**, the Council of the Town of Drayton Valley, duly assembled, hereby enacts as follows:

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

**2. DEFINITIONS**

- 2.1 “Apartment Building” means a building containing at least three separate dwelling units which share a common entrance from outside the building.
- 2.2 “Appliances” shall be defined as non-useable household appliances such as washers, dryers, stoves, fridges, freezers, dishwashers, garborators, hot water tanks, water softeners, furnaces, air conditioners, televisions, stereos, radios, VCR’s, etc.
- 2.3 “Ashes” means the residue and cinders from the burning or combustible material.
- 2.4 “Aspen Waste Management Authority” means the Authority set by Council of the Town of Drayton Valley to operate and manage the Aspen Waste Management Facility as Class II Landfill.
- 2.5 “Automated Bin Service” means a collection service where Waste Materials are stored in a bin constructed to be empties mechanically into a collection vehicle.
- 2.6 “Automated Collection” means the removal of household waste using a mechanical hydraulically operated boom arm, used in conjunction with a tote cart.
- 2.7 “Biomedical Waste” shall mean all waste generated in or resulting from the operation of a sick room, funeral home, hospital, medical office, dental office, medical clinic, dental clinic, veterinary clinic or biological research station which contains or may contain pathogenic agents, pathological agents, or which may cause disease in persons exposed to such waste, and includes all human tissue, blood, organs, body parts and fluids. Medical sharps, such as needles, syringes, blades or other clinical or laboratory materials capable of causing punctures or cuts.
- 2.8 “Burnable Waste” means non-offensive, combustible materials such as trees, brush and clean untreated wood products only.
- 2.9 “Secondary Suite” (also known as a Basement Suite) means a second self-contained dwelling unit that is located within the primary dwelling unit, where both dwelling units are registered under the same land title, but does not include garden suites.
- 2.10 “Collection Area” means the location within the corporate limits of the Town of Drayton Valley within which waste collection disposal and recycling services shall be provided.
- 2.11 “Collection Service” means the curbside or roadside collection of waste materials, organic materials, fibre recyclables and container recyclables;

- 2.12 “Collector” means the Person or Persons appointed by the Town for the purpose of collecting and disposing of waste materials, organic materials, fibre recyclables and container recyclables.
- 2.13 “Commercial/Industrial Property/Establishments” means a premise other than dwelling, which are occupied or used for Commercial, Industrial, Government or Institutional purposes.
- 2.14 “Commercial/Industrial Waste” means any solid, liquid or gaseous waste material from all industrial or commercial establishments, but excludes ashes, refuse and trade waste.
- 2.15 “Community Peace Officer” means a Bylaw Enforcement Officer appointed by the Town pursuant to the *Municipal Government Act, RSA 2000, c.M.-26*, to enforce the Town Bylaws, and includes a member of the Royal Canadian Mounted Police, and when authorized, a Special Constable.
- 2.16 “Compost” means grass cutting, leaves, weeds, garden waste and kitchen waste (meaning fruits, vegetables and peelings, table scraps, meat, poultry, fish shellfish, dairy products cooking oil, grease, fat, bread, grains, rice, pasta, bones, egg shells, coffee grounds and filters, tea leaves and bags), but does not include putrescible materials, shrubbery or tree pruning’s, manure, tree stumps, roots, turf or earth.
- 2.17 “Concrete/Asphalt Site” means area utilized at the Aspen Waste Management Facility for the sole purpose of storing, recycling or disposing of concrete and asphalt.
- 2.18 “Construction Waste” shall be understood to include the material from basement or other excavations, materials from building construction, demolition, repair, alterations or maintenance.
- 2.19 “Container Recyclables” means glass bottles and jars, aluminum, steel and tin cans, plastic food containers (such as margarine or yogurt containers), grocery and retail bags, plastic bottles with twist off tops, beverage containers, polycoat milk cartons, plastic milk jugs, juice cartons, tetra packs and mini-sip containers or other items designated by Council from time to time.
- 2.20 “Contractor” means any person who has been awarded and has signed the garbage collection disposal and recycling contract with the Town of Drayton Valley.
- 2.21 “Council” means the municipal Council of the Town of Drayton Valley.
- 2.22 “Domestic Waste” means all non-hazardous materials coming from residential dwellings, not including restricted waste as per Schedule “A”.

- 2.23 “Duplex” means a building containing two dwelling units sharing a common wall, with separate outside entrances for each dwelling unit.
- 2.24 “Dwelling” means a self-contained living premises with cooking, eating, living, sleeping and sanitary facilities for domestic use by one or more individuals, and includes manufactured and modular homes, but does not mean apartment house as per item 2.1. Each individual residence shall be considered a separate dwelling unit.
- 2.25 “Fibre Recyclables” means mixed paper, corrugated cardboard, newsprint, box board, magazines, catalogues, flyers, telephone or other soft cover books, paper egg cartons, polycoat milk containers or other similar material designated by Council from time to time.
- 2.26 “Four-Plex” means a building containing four dwelling units, sharing common walls, each with its own outside entrance.
- 2.27 “Four Stream Waste Collection” means the collection of waste materials, organic materials, fibre recyclables and container recyclables.
- 2.28 “Generator” means a person or company that produces waste.
- 2.29 “Hazardous Liquid Waste” means hazardous waste with a moisture content in excess of 30%.
- 2.30 “Hazardous Waste” means a hazardous chemical as defined by the *Environmental Protection and Enhancement Act* (Alberta) and regulations thereunder; any waste which contains a radioactive material or materials as defined by the *Atomic Energy Control Act* (Canada) and regulations thereunder.
- 2.31 “Industrial Properties/Establishments” means places that carry on one or more of the following activities: the manufacturing, processing, assembling, cleaning, repairing, servicing, testing, storing, warehousing, distributing or shipping of materials, goods, products or equipment.
- 2.32 “Institutional Properties” means places where the occupants reside for limited periods, including, but not limited to, senior citizens’ residences and hospitals.
- 2.33 “Liquid Waste” means any liquid other than hazardous waste with a moisture content in excess of 30%.
- 2.34 “Manager of Financial Services” means the Manager of Financial Services for the Town and whatever subsequent title may be conferred on that officer by Council or Statute.
- 2.35 “Manager of Utilities” means the Manager of Utilities for the Town and whatever subsequent title may be conferred on that officer by Council or Statute.

- 2.36 “Organic Materials” means leaves, grass clippings, garden waste, house and garden plants, sawdust, wood shaving and kitchen food waste (fruits, vegetables and peelings, table scraps, meat, poultry, fish, shell fish, dairy products, cooking oil, grease, fat, bread, grain, rice, pasta, bones, egg shells, coffee grounds and filters, tea leaves and bags, soiled cardboard, soiled paper and pizza boxes designated by Council from time to time.
- 2.37 “Householder” means the person who is registered under the *Land Titles Act*, RSA 2000 c. L-4, as amended or replaced from time to time, as the owner of the property title. This may also mean the designate of such registered owner, such as a property manager.
- 2.38 “Permit” means a document which the Town of Drayton Valley grants a person the authority to dispose specific material named on the permit at the Aspen Waste Management Facility and certifies that fees as per the Aspen Waste Management Facility Tipping Fee Schedule has been paid.
- 2.39 “Person” means any person, firm, partnership, association, corporation, company or organization of any kind.
- 2.40 “Prohibited Waste” means waste not acceptable at the Aspen Waste Management Facility (See Schedule “A”).
- 2.41 “Proper Receptacle” (also referred to as Waste Cart, Tote Cart, Containerized Storage Bin) means: A plastic container of 240 litres in volume, with hinged lid and wheels, which is supplied by the Town or a designated corporation by the Town.
- 2.42 “Recyclable Product” means any material accepted in or around the Town of Drayton Valley for the purpose of reuse.
- 2.43 “Recycling Centres and/or Recycling Station” means the recycling facilities located within the Town of Drayton Valley and at the Aspen Waste Management Facility.
- 2.44 “Recycling Depot” means any area within the Town designated to receive recyclable materials.
- 2.45 “Recycling Service” means curbside, roadside, or any recycling or waste diversion service or program available to all Town residents for the collection of Organic Materials, Fibre Recyclables and or Container Recyclables.
- 2.46 “Refuse” means all non-recyclable, decayable materials resulting from the day-to-day operations of a household, commercial and some industrial business (may include, but is not limited to dishes, rags, cast-off clothing, excelsior sawdust,

food containers, plastic, shrubbery and tree prunings. Refuse does not include manure, tree stumps, roots, turf, earth, furniture, major household appliances, discarded auto parts or such waste matter as may accumulate as result of building construction, renovation or repair.

- 2.47 “Aspen Waste Management Facility” means the Sanitary Landfill owned and operated by the Town of Drayton Valley at SE ¼ 20-49-7-W5M.
- 2.48 “Restricted Waste” shall be defined as anything collected at the Drayton Valley Recycling Centre (See Schedule “B”).
- 2.49 “Roadway” means a roadway within the meaning of the *Traffic Safety Act*, RSA 2000, c.T-6, as amended or replaced from time to time.
- 2.50 “Solid Waste” means refuse, trade waste and all other solid materials that can be disposed of at the Aspen Waste Management Facility.
- 2.51 “Street” means any public roadway used by waste collection vehicles to gain access to the boundary of a private property from which garbage or refuse is being collected (includes alley).
- 2.52 “Supplementary Collection Services” means Collection Services beyond the level of service established by Council.
- 2.53 “Town” means the municipal corporation of the Town of Drayton Valley.
- 2.54 “Town Engineer” means the designated officer of the Town, appointed for management of waste within the Town.
- 2.55 “Townhouse” means an apartment house that has three or more independent living units constructed side by side with each unit having its own front and rear entrances.
- 2.56 “Trade Waste” shall be understood to include the material from manufacturing processes, stable manure, slaughter house offal, butchers offal, dead animals, waste from garages, condemned matter or waste from plants or other works, automobiles, truck bodies or used farm machinery, building construction, renovation and repair.
- 2.57 “Transfer Station” means any area designated within the Town for accumulation of Waste Materials for subsequent transportation.
- 2.58 “Utility” shall mean and include, as the context may require:
- i. The supply of water;

- ii. The provisions of waste water collection and disposal;
  - iii. The provision of solid waste services including collection and disposal of solid waste from dwelling units;
  - iv. The provision of solid waste reduction or recycling services for residential premises.
- 2.59 “Utility Bill” means a bill which sets out the fees levied by the Town on an annual, monthly, bi-monthly or quarterly basis for utility services provided by the Town.
- 2.60 “Violation Tag” means a tag or similar document issued by the Town pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time.
- 2.61 “Violation Ticket” means a ticket issued pursuant to Part II of the Provincial Offences Procedure Act, RSA 2000, c. P-34, as amended or repealed and replaced from time to time.
- 2.62 “Waste Disposal Site” means any area designated by the Town for solid waste disposal.
- 2.63 “Waste Materials” means any material discarded from a Dwelling or Multi-Family Complex that is not Fibre Recyclables or Container Recyclables, Organic Materials or Yard Waste.
- 2.64 “Yard Waste” means roots, hedge and shrub trimmings, brush cuttings, twigs, branches, stumps, tree trunks, sod and other similar materials.

### **3. PREPARATION OF WASTE MATTER FOR COLLECTION**

- 3.1 All Waste Materials will be deposited in the Container designated and supplied by the Town for Waste Materials but limited to the capacity of the Container with the lid closed.
- 3.2 All blue bag recyclables will be placed in blue translucent bags and securely tied.
- 3.3 Large corrugated cardboard will be flattened, tied and placed under blue bags.
- 3.4 No householder will place, permit to placed, or mix any of the following materials for removal:
- 3.4.1 any highly combustible or explosive waste, including, without restricting the generality of the foregoing, such materials as hot-ashes, ignitable waste, motion picture film or toxic materials;

- 3.4.2 any compound that may be considered dangerous or hazardous under the provisions of any other legislation whether Provincial or Federal;
  - 3.4.3 hypodermic needles unless packaged so they can be handled in safety and placed into the tote cart for collection;
  - 3.4.4 sharp objects or broken glass unless packaged to allow safe handling and placed into the tote cart for collection;
  - 3.4.5 dead animals or animal parts;
  - 3.4.6 animal feces (are) unless packaged separately from other waste into a securely tied double plastic bag before being placed into the tote cart for collection;
- 3.5 Large household items such as appliances, furniture, box springs, mattresses and any other waste or discarded material that can not fit into the Tote Cart will not be collected and shall be the responsibility of the homeowner to be taken to the Aspen Waste Management Facility for proper disposal.
- 3.6 Aspen Waste Management Facility will accept only appliances that are free from toxic materials or gases such as oils, fuels, freon, ammonia, sulphur dioxide or other refrigerants and other chemical salts. Appliances must be tagged by a person certified to complete the work.
- 3.7 The owner or the person disposing of the large items including appliances shall pay the applicable fees and charges for the disposal at the Aspen Waste Management Facility as set by the Town of Drayton Valley.

#### **4. COLLECTION, LOCATION, STORAGE AND SCHEDULING**

- 4.1 The collection location of the tote cart shall be the front street and curbside where lane access is not available. The householder shall place the tote cart at the front of the premises immediately adjacent to the curb and/or sidewalk, but not to exceed 1.50 meters from the property line. Where lane pickup is available, the tote cart shall be located at the rear of the property within 1.50 meters from the property line. The tote cart must be at least 1.0m from everything around it.
- 4.2 The collection for blue bag recyclables shall be front street and curbside where lane access is not available. The householder shall place blue bags at the front of the premises immediately adjacent to the curb and/or sidewalk but not to exceed 1.50 meters from the municipal roadways and or property line. Where lane pickup is available, the blue bag recyclables shall be located at the rear of the property within 1.50 meters from the property line. The blue bag must be at least 1.0m from everything around it.
- 4.3 No person shall:



- 4.3.1 place waste on property other than the premises of that person.
- 4.3.2 interfere with the Town's collection and disposal of waste pursuant to this bylaw.
- 4.3.3 impede access to collection locations.
- 4.3.4 place commercial waste and/or construction debris out in the roadway and/or laneway for collection and or disposal.
- 4.3.5 place waste out for collection that is not contained in the supplied tote cart.
- 4.3.6 place prohibited waste, as defined in Schedule "A" attached to this Bylaw, for collection and/or for disposal out in the roadways and/or laneway.
- 4.4 Every household to which the bylaw applies shall be provided (1) one tote cart with a 240 litre capacity and is suitable for containing all of the waste. Only waste placed inside the tote will be collected. Bag and/or waste placed beside the tote will not be collected.
- 4.5 The pickup service for (1) one tote cart from each household will be on a weekly basis. Care, custody and responsibility for the containerized storage bin will rest with Owner of a dwelling. Replacement containerized storage bins will be at the cost of the Owner of a dwelling and or householder.
- 4.6 Householders may obtain either a replacement tote with a larger capacity, or one more additional tote, and the householder shall be obligated to pay an additional service fee to the contractor directly.
- 4.7 The householder shall maintain all totes supplied by the Town in a clean and sanitary condition at all times, and shall notify the Town Engineer or his designate of any lost, stolen or damaged totes and obtain a replacement and shall be obligated to pay for the replacement.
- 4.8 At all times the tote shall be the property of the Town or its designate contractor and at no time will ownership transfer to the householder. Where property is sold the tote cart will be transferred to the new owner of the property.
- 4.9 The householder shall have placed the tote cart at the front curb, roadway or shoulder of the highway or other designated collection point for collection prior to 7:00 am on the collection day but not earlier than 7:00 pm on the previous day.
- 4.10 No tote cart shall be placed for collection such that it is within one meter of any structure, parked vehicle or other objects.

- 4.11 No tote cart shall, except when placed for collection, be located other than on the householders premises, and in particular no tote shall be located so as to encroach on any roadway, highways, boulevard, lane or public place except as expressly required by this bylaw.
- 4.12 Tote cart containers must be removed from curbside by 9:00 pm the day of collection. Any materials not collected must be removed from curbside by 9:00 pm.
- 4.13 Days and times of collection service will be the days and times approved by the Town of Drayton Valley and will be advertised in the local newspaper.

## **5. RESTRICTIONS ON COLLECTION SERVICE**

- 5.1 Tote cart collection service will not be provided if:
  - 5.1.1 the tote cart container is not a proper container supplied by the Town;
  - 5.1.2 the lids on the tote cart are not closed and material is overflowing, or
  - 5.1.3 there is loose materials not placed in the tote cart, or material are placed beside or in front of the tote cart, or
  - 5.1.4 the tote cart container is obstructed or improperly placed, or
  - 5.1.5 the tote cart container is not located as described in the bylaw, or
  - 5.1.6 the tote cart container contains material(s) described in this bylaw as restricted or prohibited, or
  - 5.1.7 the tote cart contains materials other than the materials permitted for disposal at a Class II landfill.
- 5.2 Blue Bag service will not be provided if:
  - 5.2.1 Blue bags are improperly placed or obstructed from collection, or
  - 5.2.2 Blue bags contains material(s) described in this bylaw as prohibited, or
  - 5.2.3 Blue bags are contaminated with food or other organic or prohibited materials.
- 5.3 The Town shall not collect nor be responsible for the collection of solid waste from apartment houses, commercial, industrial and institutional premises or building projects.

5.4 The owners and occupants of apartment houses, commercial, industrial and institutional premises and building projects shall be responsible for the disposal of all waste generated by or from such premises.

## **6. GENERAL PROHIBITION:**

6.1 The householder shall:

6.1.1 prevent the accumulation of waste on their premises such that the accumulation creates a nuisance or a hazard to public health.

6.1.2 not place receptacles or containerized storage bins upon any highway unless otherwise agreed by the Town.

6.1.3 not over load containers, receptacles such that the lid will not close properly.

6.2 The householder shall not place waste beside, behind or in front of the tote cart.

6.3 No householder shall place any waste for collection where the material or the method of its packaging may be hazardous to the collector, including but not restricted to the following:

a) any highly combustible or explosive waste such as gun powder, dynamite, motion picture film, or hot ashes.

b) biological waste, hazardous waste, pathological waste, and radioactive waste as defined pursuant to the *Public Health Act* (R.S.A. c. P-27.1 as amended) and its regulations; or sharp objects or broken glass unless packaged to allow safe handling.

6.4 No person shall deposit any type of solid waste or refuse on Public Highway or on Town Property.

6.5 Provision of and participation in waste collection is considered a compulsory service.

## **7. TRANSPORTATION OF WASTE**

7.1 A person shall not use or permit to be used any vehicle for the conveyance or storage of waste unless such vehicle is fitted with a suitable cover capable of preventing the dropping, spilling or blowing off of solid waste while it is being transported or stored.

## **8. ASPEN WASTE MANAGEMENT FACILITY**

- 8.1 The Aspen Waste Management Facility on the SE ¼ 20-49-7-W5M and operated by the Aspen Waste Management Authority and is designated as a Class II Landfill.
- 8.2 All solid waste entering the Aspen Waste Management Facility shall be weighed at the scale installed at the entrance of the landfill. A person or company hauling the waste shall pay waste charges as set by Aspen Waste Management Authority and approved by Town Council.
- 8.3 All solid waste being disposed of at the Aspen Waste Management Facility shall be deposited in the designated areas.
- 8.4 No person shall remove any solid waste product deposited in the Aspen Waste Management Facility unless authorized by the Aspen Waste Management Authority.
- 8.5 No person may enter the Aspen Waste Management Facility except to deposit approved solid waste, designated materials and recyclable products or unless approved by the Aspen Waste Management Authority.
- 8.6 No liquid or hazardous waste shall be deposited at the Aspen Waste Management Facility unless otherwise approved by the Aspen Waste Management Authority.
- 8.7 The hours of operation for Aspen Waste Management Facility shall be determined by the Aspen Waste Management Authority.
- 8.8 No person shall deposit waste at the Aspen Waste Management Facility site unless the following conditions are met:
  - a) all solid waste is deposited in accordance with the directions of the facility attendant and in an accordance with the appropriate signs at the sites.
  - b) all solid waste is deposited in a manner which will minimize scattering.
  - c) all solid waste shall be sorted and deposited in the designated areas as directed by the landfill attendant.
- 8.9 It shall be unlawful for any unauthorized person to enter the Aspen Waste Management Facility Site for the purpose of salvaging, picking over, scattering, searching or burning any material.
- 8.10 The Aspen Waste Management Facility Manager shall specify conditions and items of disposal for solid waste at the Landfill, and may refuse disposal of solid waste which is deemed unsuitable for a Class II Landfill.
- 8.11 No person shall dispose of radioactive material or radioactive waste.

8.12 The following conditions shall apply to industrial waste:

- a) all generators and carriers of industrial waste shall correctly complete any manifest required by the Aspen Waste Management Authority or Provincial Government. All instruction association with the use of manifest shall be strictly obeyed.
- b) the generator of industrial waste that requires special handling or is a hazard or potential hazard to health, safety or the environment shall, in writing, satisfy both the Aspen Waste Management Authority and Provincial Government that the waste can be safely handled at a Class II Landfill.
- c) generators and carriers of industrial waste shall cooperate with the Aspen Waste Management Authority and/or Provincial Government personnel in taking samples of the waste at the Class II Landfill.

8.13 The Aspen Waste Management Facility Manager or his designated may refuse entry to the Class II Landfill to any person violating the terms of this bylaw.

## **9. RECYCLING DEPOTS**

9.1 No person shall deposit solid waste and/or refuse at the Recycling Depots.

9.2 No person shall deposit recyclables at the Recycling Centre and Depots unless the following conditions are met:

- a) all recyclables are deposited in accordance with the appropriate signs at the site.
- b) all recyclables are deposited in a manner which will minimize scattering by the wind.

## **10. WASTE MANAGEMENT FEES AND CHARGES**

10.1 The Drayton Valley Town Council may set charges for Residential pick-up services and recycling from time to time, by passing a resolution to set the fees and charges.

10.2 The user fees and tipping fees at Aspen Waste Management Facility will be set by the Aspen Waste Management Authority from time to time and approved by the Town of Drayton Valley Council by resolution.

## **11. ENFORCEMENT**

11.1 It shall be the duty of the Chief Administrative Officer or his/her designated or a peace officer to enforce the provisions of this Bylaw.

## **12. PROHIBITIONS**

- 12.1 No person shall burn refuse materials within the Town Aspen Waste Management Facility.

## **13. OFFENCES AND PENALTIES**

- 13.1 Any person who contravenes the provision of the bylaw is guilty of an offence and liable upon summary conviction to a fine of not less than one hundred dollars (\$100.00) and in default of such fine to imprisonment for a term not to exceed 6 months.
- 13.2 Notwithstanding the provisions of Section 13.1 any person who contravenes the provisions of the bylaw may be issued with a violation ticket by a peace officer in the amount specified in Schedule "C" attached hereto and forming part of this bylaw.

## **14. NON-COMPLIANCE WITH BYLAW**

- 14.1 No person shall deposit or permit to be deposited any type of solid waste on any Town highway or property. If a person, being the owner, occupant, tenant or person in charge of any building or premises has been given an order to remedy any condition contrary to any part of this bylaw and neglects or refuses to comply with such an order within the time specified, the same may be done by the Town of Drayton Valley at the expense of the person in default. All expenses incurred shall be in addition to and not a substitute for any fines or penalties to which the person may be subject to the provisions of this bylaw. On default of payment of these expenses, the Town may recover the expenses thereof with the costs, by action or in like manner as municipal taxes.
- 14.2 Any person issued with an order under Section 14.1 shall comply with such order.
- 14.3 Upon production of a violation ticket issued, pursuant to this Section, within seven (7) consecutive days from the date of issue, together with the payment, to the Town of Drayton Valley of the penalties as provided in Schedule "C" of the bylaw, the person to whom the violation ticket was issued shall not be liable for prosecution for the contravention in respect of which the violation was issued.
- 14.4 Where any waste is used or put out or left in violation of any provision of this bylaw, the owner, occupancy, tenant or person in charge of the property where the violation occurs is liable for the penalty imposed for the violation of the bylaw.

## **15. SEVERABILITY**

- 15.1 If a court of competent jurisdiction should declare any Section or Subsection of this bylaw to be invalid, such Section or Subsection shall not be construed as having persuaded or influenced Council to pass the remainder of the bylaw, and it

is hereby declared that the remainder of the bylaw shall be valid and remain in force.

15.2 In the event of a conflict between any of the provisions of this bylaw and the provisions of any other bylaw of the Town of Drayton Valley, the provisions of this bylaw shall prevail.

**16. GENERAL PROVISIONS**

16.1 Nothing in this bylaw will operate to relieve any person from complying with any Federal, Provincial regulations or other Town bylaws.

16.2 Schedules “A”, “B” and “C” form part of this bylaw.

16.3 Except as otherwise stated, the management of this bylaw will be by the Chief Administrative Officer or his/her designate.

16.4 The Chief Administrative Officer is hereby authorized to do all things necessary in order to fulfill the responsibilities and duties under this bylaw.

**17. REPEALS**

Bylaw number 82-19 and amending Bylaw 83-03 are hereby repealed.

**AND THAT** this bylaw shall come into force and have effect from and after the date of third reading thereof.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009, A. D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
*TOWN MANAGER*

**READ A THIRD AND FINAL TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009, A. D.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN MANAGER



## SCHEDULE “A”

### **Prohibited Waste**

HUMAN WASTE (except disposable diapers)

LIQUID WASTE

BIOMEDICAL WASTE

ANIMAL WASTE OR CARCASSES

SEWAGE

WASTE FROM CAR WASHES

HAZARDOUS WASTE

HAZARDOUS LIQUID WASTE

PROPANE TANKS

OIL

All materials in the above categories are prohibited from entering the landfill and are subject to Aspen Waste Management Facility operating approval.

Household Hazardous Wastes are accepted under Aspen Waste Management Facilities operations plan.

## SCHEDULE “B”

### Restricted Waste

CORRUGATED CARDBOARD

NEWSPAPER

MIXED PAPER

BOXBOARD

NO. 2 CLEAR PLASTIC

METAL CANS

WET-CELL BATTERIES

COMPOST

GLASS

OIL FILTERS AND CONTAINERS

OR

Any other recyclable items as specified by the Aspen Waste Management Authority.

## SCHEDULE “C”

### Penalties

Penalties that will be accepted by the Town of Drayton Valley in lieu of prosecution.

The penalties shall apply to:

Section 3.0- Preparation of waste matter for collection

Section 4.0- Collection, location, storage and scheduling of receptacles

Section 5.0- Restrictions on collection service

Section 6.0- General prohibitions

Section 7.0- Transportation of waste

Section 8.0- Aspen Waste Management Facility

Section 9.0- Recycling Depots

Section 14.0- Non-compliance with bylaw

Schedule “A” Prohibited waste

#### **The penalties shall be as follows:**

<b>First Offence</b>	<b>\$ 100.00</b>
<b>Second Offence</b>	<b>\$ 500.00</b>
<b>Third Offence</b>	<b>\$1,000.00</b>