

**SMOKY LAKE COUNTY**

Minutes of the County Council **Environmental Operations Meeting** (Water, Wastewater and Waste Management) held on Tuesday, **October 12, 2021**, at 11:40 A.M. held virtually online through Electronic Communication Technology: Zoom Meeting and in Council Chambers.

The meeting was called to Order by the Chairperson, Councillor Lorne Halisky in the presence of the following persons:

| <b>ATTENDANCE</b>       |                      |                               |
|-------------------------|----------------------|-------------------------------|
| <u>Div. No.</u>         | <u>Councillor(s)</u> | <u>Tuesday, Oct. 12, 2021</u> |
| 1                       | Dan Gawalko          | Present in Chambers           |
| 2                       | Johnny Cherniwchan   | Present in Chambers           |
| 3                       | Craig Lukinuk        | Present in Chambers           |
| 4                       | Lorne Halisky        | Present in Chambers           |
| 5                       | Randy Orichowski     | Present in Chambers           |
| CAO                     | Gene Sobolewski      | Present in Chambers           |
| Assistant CAO           | Lydia Cielin         | Virtually Present             |
| Finance Manager         | Brenda Adamson       | Virtually Present             |
| Env. Oper. Manager      | Dave Franchuk        | Present in Chambers           |
| Natural Gas Manager     | Daniel Moric         | Virtually Present             |
| Legislative Svcs/R.S.   | Patti Priest         | Virtually Present             |
| Planning & Dev. Assist. | Kyle Schole          | Virtually Present             |
| GIS Officer             | Carole Dowhaniuk     | Virtually Present             |

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No Members of the Media were present.

One Member of the Public was virtually present.

**2. Agenda:**

1282-21: Orichowski That the Smoky Lake County Council Environmental Operations Meeting Agenda for Tuesday, October 12, 2021, be adopted, as presented.

Carried Unanimously.

**3. Minutes:**

1283-21: Gawalko That the Minutes of the Smoky Lake County Council Environmental Operations Meeting held on Tuesday, August 10, 2021, be adopted as presented.

Carried.

1284-21: Lukinuk That the Action List from the Smoky Lake County Council Environmental Operations Meeting held on Tuesday, August 10, 2021, 2021, be filed for information.

Carried.

**4. Request for Decision:**

**Policy Statement No. 04- 10-03: Waste Bin Rental Agreement**

1285-21: Lukinuk Smoky Lake County Policy Statement No. 04-10-03: Waste Bin Rental Agreement, be amended as follows:

|  |                  |   |
|--|------------------|---|
| <b>Title:</b> Waste Bin Rental Agreement |                  | <b>Policy No.:</b> 10-03  |
| <b>Section:</b> 04                       | <b>Code:</b> P-R | <b>Page No.:</b> 1 of 4 <span style="float: right;"><i>E</i></span> |

|                               |                                    |
|-------------------------------|------------------------------------|
| <b>Legislation Reference:</b> | <i>Alberta Provincial Statutes</i> |
|-------------------------------|------------------------------------|


|                 |   |
|-----------------|---|
| <b>Purpose:</b> | 1. To provide garbage collection service.   |
|                 | 2. To establish a written agreement between the Applicant and Smoky Lake County for the rental of waste bin(s). |

| Policy Statement and Guidelines: |   |
|----------------------------------|---|
| 1.                               | <b>STATEMENT:</b>   |
| 1.1                              | Smoky Lake County recognizes that specific residential and commercial properties require garbage collection services that cannot be adequately served by the private sector.  |
| 1.2                              | All other requests received from organizations and non-profit groups shall be made in writing for approval by County Council.   |
| 2.                               | <b>OBJECTIVE(S):</b>  |
|                                  | To assist residents or businesses with the opportunity to dispose of excess garbage:  |
| 2.1                              | The County will provide a 6-yard front load bin and take away the waste.  |
| 2.2                              | The bin primarily use will be only for household waste.   |
| 2.3                              | The bin shall be placed on the private property and the renter will be responsible for the provision of free and suitable access to and from the delivery site and for ensuring suitable ground conditions for the delivery, placement, and removal of the bin. |
| 3.                               | <b>GUIDELINES:</b>  |
| 3.1                              | Applicants must be a County resident or business at a location in Smoky Lake County to utilizing a rental bin.  |
| 3.2                              | Applicants shall complete <b>Schedule "A": Waste Bin Rental Agreement</b> and be signed by the registered landowner.  |
| 3.3                              | The County will collect a fee for the delivery, rental of the Waste bin and the collection of garbage removal as indicated in the terms and provisions of the agreement.  |
| 3.4                              | Those premises for which, in the determination of the Environmental Operations Manager, for the garbage collection services cannot be provided due to safety or logistical concerns.  |
| 3.5                              | All applications under this Policy shall be decided upon by County Council and approved by a resolution of County Council, prior to the rental of Waste bin(s).   |

|  |                          |
|--|--------------------------|
| <b>Title:</b> Waste Bin Rental Agreement | <b>Policy No.:</b> 10-03 |
| <b>Section:</b> 04                       | <b>Code:</b> P-R         |
|  | <b>Page No.:</b> 2 of 4  |

| Policy Statement and Guidelines: |  |
|----------------------------------|--|
| 3.6                              | Some exceptions shall be made for special events or organizations that are affiliated with Smoky Lake County.  |
| 3.7                              | By signature at the end of the Waste Bin Rental Agreement, the applicant, as the renter acknowledges and abides to the term and provisions as described within the Rental Agreement and agrees to not hold Smoky Lake County liable for any damages caused by the bin or any vehicle placing, emptying or servicing the bin. |

Section 04 Policy: 10-03

 **Waste Bin Rental Agreement**

MEMORANDUM OF AGREEMENT made in duplicate this \_\_\_ day of \_\_\_\_\_, 20\_\_\_;

**B E T W E E N:**

SMOKY LAKE COUNTY  
a Municipal Corporation in the Province of Alberta  
(hereinafter referred to as the "County")

OF THE FIRST PART

- AND -

\_\_\_\_\_  
Registered Landowner

\_\_\_\_\_  
Box \_\_\_\_\_ Town \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_  
Phone: (780) \_\_\_\_\_ or (780) \_\_\_\_\_  
(hereinafter referred to as the "Renter")

OF THE SECOND PART

**WHEREAS** the Landowner is the owner of the parcel legally described as:

\_\_\_\_\_  
QTR/LSD SECTION TOWNSHIP RANGE MERIDIAN

**WHEREAS** the Landowner, as the renter acknowledges and agrees to enter into an agreement with County to rent a 6-yard front load bin for the purpose of collecting garbage. I request that the County collect this garbage on a \_\_\_\_\_ basis.  
(Weekly, Bi-Weekly, Monthly)

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual terms, covenants, and conditions herein, the parties hereto agree as follows:

- 1. TERM OF THIS AGREEMENT**  
The term of this Agreement shall be from \_\_\_\_\_, 20\_\_\_ to \_\_\_\_\_, 20\_\_\_, until terminated by either party by the terms of this agreement.
- 2. METHOD OF PAYMENT**
  - 2.1 Payment shall be \$50.00 bin delivery fee with a **\$200.00 per month** for the rental of the bin and a **\$50.00 fee for each trip of collection/pick up service**. The Renter agrees to pay all rental fees on a monthly basis as specified during the rental process.
  - 2.2 All overdue accounts of 30 days will be subject to penalty fees.
  - 2.3 The renter will pay for the repair of any damage, beyond normal wear and tear, any persons other than County employees incur to this bin(s) while it is located on the Renter's property.
  - 2.4 The Renter will be given 30 days' notice of any rates changes for the Bin(s) rental and collection services.

**Waste Bin Rental Agreement - Schedule "A"** Page 3 of 4.

Section 04 Policy 10-03

- 2 -

- 3. GENERAL**
  - 3.1 This Agreement is non-transferrable.
  - 3.2 The Waste Bin will be for the purposes of collecting **ONLY BAGGED HOUSEHOLD WASTE**. The Waste Bin will **NOT** be used for:
    - 3.2.1 Collection of metal, appliances, large volumes of wood/wood by-products, furniture, batteries, shingles, concrete.
    - 3.2.2 All hazardous materials (liquid or solid) are strictly prohibited from the bin(s).
  - 3.3 The Renter will be responsible for the provision of free and suitable access to and from the delivery site and for ensuring suitable ground conditions for the delivery, placement and removal of the bin.
  - 3.4 The Renter shall indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from the Renters failure to comply with the terms of this Agreement.
- 4. TERMINATION**

This Agreement shall come to an end:

  - 4.1 Failure to comply with the terms of this agreement.
  - 4.2 Failure to pay account within 90 days will result in termination of agreement, termination of service, and removal of the Bin(s).
  - 4.3 The County may terminate this agreement at any time without notice and for any reasons.
- 5. REPRESENTATIVES**

For the purpose of this Agreement, the following named individual is the representatives of the parties to this Agreement and are hereby enabled to perform all obligations of the parties to this Agreement as contained within this Agreement:

|                     |   |
|---------------------|---|
| <b>THE RENTER:</b>  | <b>SMOKY LAKE COUNTY</b>                  |
| _____<br>Signature: | _____<br>Signature: County Representative |

**Waste Bin Rental Agreement - Schedule "A"** Page 4 of 4.

**5. Issues for Information:**

**Environmental Operations: Manager's Report**

1286-21: Lukinuk That Smoky Lake County's Environmental Operations Manager's report for the period of August 6, 2021 to October 4, 2021, be accepted and filed for information.

Carried.

**Evergreen Regional Waste Management Services Commission – Minutes**

1287-21: Orichowski That the agenda package received by Smoky Lake County from Evergreen Regional Waste Management Services Commission's Regular Meeting held on August 25, 2021, at the County of St. Paul No. 19's office, be filed for information.

Carried.

**Evergreen Regional Waste Management Services Commission – Minutes**

1288-21: Gawalko That the agenda package received by Smoky Lake County from Evergreen Regional Waste Management Services Commission's Regular Meeting held on September 22, 2021, at the County of St. Paul No. 19's office, be filed for information.

Carried.

**6. Correspondence:**

No Correspondence.

**7. Delegation:**

No Delegation.

**8. Executive Session:**

No Executive Session.

**Next Meeting**

1289-21: Gawalko That the next Smoky Lake County Council **Environmental Operations Meeting** be scheduled for **Tuesday, December 14, 2021, at 9:00 a.m.** to be held virtually, through Electronic Communication Technology as per Bylaw 1376-20 **and/or** physically in County Council Chambers.

Carried.

**ADJOURNMENT:**

1290-21: Halisky That the Smoky Lake County Council Environmental Operations Meeting of October 12, 2021, be adjourned, time 12:19 p.m..

Carried.

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CHAIRPERSON

S E A L

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CHIEF ADMINISTRATIVE OFFICER