

# BYLAW NO. 2020-942

## A BYLAW OF THE VILLAGE OF RYLEY IN THE PROVINCE OF ALBERTA TO AMEND THE COMMUNITY STANDARDS, BYLAW NO. 2015-912

**WHEREAS** the Village of Ryley in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta 2000 and amendments thereto, to amend Bylaw 2015-912;

**AND WHEREAS** the Council of the Village of Ryley wishes to amend its Community Standards so that it refers to "Enforcement Officer" instead of "Peace Officer";

**NOW THEREFORE**, the Municipal Council of the Village of Ryley, in the Province of Alberta, duly assembled, enacts as follows:

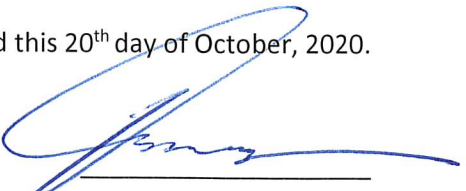
- 2.8 "Peace **Enforcement** Officer" means
- (a) any member of the Royal Canadian Mounted Police;
  - (b) any member of a Municipal Police Service;
  - (c) any Community Peace Officer appointed by the Village of Ryley;
  - (d) any bylaw Enforcement Officer appointed by the Village of Ryley;
- 2.17 "Unightly Premises" shall mean any structure or property located within the Village that in the opinion of the Inspector, Peace **Enforcement** Officer or Chief Administrative Officer, is unsightly to such an extent as to detrimentally affect the amenities, use, value or enjoyment of the surrounding lands in reasonable proximity to the unsightly premises, or is otherwise detrimental to the surrounding area or in an unsightly condition as defined in the Municipal Government Act;
- 7.1 If the property owner has not complied with the Notice to Maintain Property by a specified deadline the Inspector, Peace **Enforcement** Officer or Chief Administrative Officer may direct any work to be done to remedy the nuisance, including the disposition of any materials, and will charge the owner, for all the costs associated with maintaining the property.
- 7.2 The Inspector, Peace **Enforcement** Officer or Chief Administrative Officer will post a Notice of Entry (Schedule B) advising the land owner that remedial action will be taken.

This Bylaw comes into full force and takes effect on the date of third and final reading.

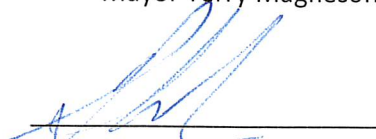
**READ** a first time this 1<sup>st</sup> day of September 2020.

**READ** a second time this 1<sup>st</sup> day of September 2020.

**READ** a third time and finally passed this 20<sup>th</sup> day of October, 2020.



\_\_\_\_\_  
Mayor Terry Magneson



\_\_\_\_\_  
Glen Hamilton-Brown, CAO

# VILLAGE OF RYLEY

## BYLAW NO. 2015-912

### Community Standards

THIS BYLAW BEING BYLAW NO.2015-912 OF THE VILLAGE OF RYLEY, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF ESTABLISHING A COMMUNITY STANDARDS BYLAW FOR THE VILLAGE OF RYLEY.

WHEREAS, under the provisions of the Municipal Government Act; RSA 2000, Chapter M-26, the Council of the Village of Ryley may pass bylaws respecting the health and safety of the community and for controlling dangerous and untidy properties;

AND WHEREAS under the provisions of the Municipal Government Act, the Council of the Village of Ryley may pass bylaws and may make provisions that it deems necessary to carry out the purposes of the bylaw;

AND WHEREAS the Council of the Village of Ryley deems it desirable and necessary to promote the maintenance of properties, within the corporate limits of the Village of Ryley;

NOW THEREFORE, the Council of the Village of Ryley, in the Province of Alberta, duly assembled enacts as follows:

#### 1. SHORT TITLE

1.1 This bylaw may be cited as the “Community Standards Bylaw”.

#### 2. DEFINITIONS

2.1 “Building Material” means all construction and demolition material accumulated on a premises while storing, constructing, altering, repairing or demolishing any structure and includes, but is not limited to, earth, vegetation or rock displaced during such storing, construction, alteration or repair.

2.2 “Council” means the Municipal Council of the Village of Ryley.

2.3 “Corporate Limits” shall mean all the lands within the Corporate Limits of the Village of Ryley.

2.4 “Chief Administrative Officer” shall mean the Chief Administrative Officer of the Village of Ryley.

2.5 “Detrimental to the Surrounding Area” means causing the decline of the market value of property to the surrounding area.

2.6 “Dismantled Vehicle” means a motor vehicle or trailer that has become dilapidated or

disassembled which may include but is not limited to flat tires, missing tires and rims, fenders, doors, windows, hoods, trunks and boxes.

2.7 “Emergency” shall mean any situation in which there is imminent danger to the general public or a potential danger to the property or surrounding properties.

2.8 “Enforcement Officer” means

- (a) any member of the Royal Canadian Mounted Police;
- (b) any member of a Municipal Police Service;
- (c) any Community Peace Officer appointed by the Village of Ryley;
- (d) any Bylaw Enforcement Officer appointed by the Village of Ryley;

2.9 “Garbage” means any rubbish, refuse, papers, packages, containers, bottles, cans, manure, animal or human excrement or sewage or the whole or a part of an animal carcass, dirt, soil, gravel, rocks, sod, petroleum products, hazardous materials, disassembled equipment or machinery, broken household furnishings or appliances, boxes, cartons, discarded fabrics, any materials composed or organic matter which is or may become decomposed, including the by-products from the preparation, consumption or storage of food.

2.10 “Inspector” means any person(s) designated by the Village of Ryley to enter and inspect property in accordance with the provisions of this bylaw.

2.11 “Motor Vehicle” shall mean a vehicle propelled by any power other than muscular power, or a moped but does not include a bicycle, an aircraft, an implement of husbandry or a motor vehicle that runs only on rails.

2.12 “Property Owner” means a person or persons, a firm, company or corporation that is registered on the Tax Roll of the Village of Ryley and Alberta Land Titles office.

2.13 “Property” are any lands, buildings or premises in the Village of Ryley.

2.14 “Recreational Vehicle” means a vehicle or trailer that is designed, constructed and equipped, either temporary or permanently as a temporary accommodation for travel, vacation, or recreational use, and includes duly licensed travel trailers, motorized homes, slide-in campers, chassis mounted campers, tent trailers, boats and all-terrain vehicles.

2.15 “State of Disrepair” means

- (a) the significant deterioration of buildings, structures or improvements, or portions of buildings, structures or improvements;
- (b) broken or missing windows, siding, shingles, shutters, eaves or other building material, or;
- (c) significant fading, chipping or peeling of painted areas of buildings, structures or improvements on property;

2.16 “Village” or “Village of Ryley” means the Municipal Corporation of the Village of Ryley.

2.17 “Unightly Premises” shall mean any structure or property located within the Village that in the opinion of the Inspector, Enforcement Officer or Chief Administrative Officer, is unsightly to such an extent as to detrimentally affect the amenities, use, value or enjoyment of the surrounding lands in reasonable proximity to the unsightly premises, or is otherwise detrimental to the surrounding area or in an unsightly condition as defined in the Municipal Government Act;

### 3. GENERAL

3.1 The property owner of any real property, is ultimately responsible for all activities on the property which may constitute prohibition of this bylaw.

3.2 Nothing in this bylaw relieves a person from complying with any Federal or Provincial law or regulation, other bylaw or any requirements of any lawful permit.

3.3 Where this bylaw refers to another act, bylaw, regulation or agency, it includes reference to any act, bylaw, regular or agency that may be substituted therefore.

3.4 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.

3.5 All schedules attached to this bylaw shall form part of this bylaw.

### 4. NUISANCE

4.1 A nuisance, for the purpose of this bylaw, is any condition on or around a property that is untidy, unsightly, offensive, and dangerous to health and safety to any person, or has or may have a detrimental impact upon any person or other property in the neighborhood, or which interferes with the use and enjoyment of other adjacent property, and without limiting the generality of the foregoing includes the following:

- (a) trees or shrubs that interfere with driver visibility, civic works or any public utilities;
- (b) dense or opaque dust emitted into the atmosphere;
- (c) compost heaps that emit foul odors or attract pests or vermin;
- (d) without a permit, the storage or accumulation of dilapidated or derelict vehicles or the storage of more than two (2) unregistered motor vehicles on any property regardless of their condition or how neatly they might be stored. A permit may be issued at the discretion of the Chief Administrative Officer or delegate.
- (e) wrecked, inoperable or dismantled vehicles, or those that are unsightly and abandoned;

- (f) a vehicle or recreational vehicle that is parked on private property within one (1) meter of a sidewalk;
- (g) a motor vehicle or recreational vehicle that is parked in the front portion of the living space of a residential property. Failure to comply with this section shall result in the motor vehicle or recreational vehicle being towed at the Registered Owners expense;
- (h) any loose materials including garbage and building materials.

4.2 The following sets out the standards by which grass and weeds must be kept:

- a) uncut grass or weeds on any parcel of land shall be maintained at a height not to exceed 15cm (6 inches) in length;
- b) property owners are required to maintain the front, rear or side portions or boulevards adjacent to their property.

4.3 No property owner shall cause or allow any building, and/or structure, or fence to become an unsightly premise or in a condition where its appearance and/or condition is a safety hazard or is detrimental to the surrounding area.

4.4 No property owner shall permit the accumulation of piles of dirt, stone, garden waste, turf, trees, shrubbery, old implements, disassembled or broken vehicles, inoperable off highway vehicles, scrap iron, lumber, glass, furniture, appliances, bicycles, lawn mowers, food containers, waste paper or cardboard on his or her property.

4.5 No property owner shall dump or cause to be dumped any rubbish, garbage, waste petroleum products (either liquid or solid), or dispose of any material in an area within the Village except at locations specifically designated by the Chief Administrative Officer.

4.6 All existing natural gas, electrical, water, sewer or other services to the site of an abandoned building, structure, or excavation shall be shut off. All external natural gas, electrical, water, sewer lines shall be capped. Cleanout caps shall be properly secured, caulked, or soldered into place.

4.7 Property owners, tenants and agents must prevent the occurrence of, or immediately remedy, any nuisance.

## 5. DANGEROUS BUILDINGS AND STRUCTURES

5.1 The property owner(s) of properties in the Village, shall ensure that any building(s) in a state of disrepair shall be demolished and removed from the property.

5.2 If any building(s) are in a state of disrepair they shall be restored to a useable and safe condition in accordance with the Building Standards and Codes and with the required demolition or building permits.

5.3 No property owner shall cause or allow his or her property to be a danger to public safety through the presence of excavations, structures, materials or any other hazard or

condition posing a risk to public safety.

## 6. INSPECTION AND DIRECTION

6.1 Any Inspector may enter any public or private property to conduct an inspection within the Village and may inspect for nuisances.

6.2 After inspection, the Inspector may issue a Notice to Maintain Property (Schedule A) which shall specify a deadline for compliance and shall outline specific instructions to remedy the nuisance.

6.3 The Village must serve the Notice to Maintain Property by delivering it or sending it by mail to the property owner(s) by way of:

(a) delivering it in person to the owner(s);

(b) posting it to the door of a building or in any other conspicuous place on the property, and is effective on the day of posting;

(c) hand deliver;

(d) regular mail.

## 7. PENALTIES

7.1 If the property owner has not complied with the Notice to Maintain Property by a specified deadline the Inspector, Enforcement Officer or Chief Administrative Officer may direct any work to be done to remedy the nuisance, including the disposition of any materials, and will charge the owner, for all the costs associated with maintaining the property.

7.2 The Inspector, Enforcement Officer or Chief Administrative Officer will post a Notice of Entry (Schedule B) advising the land owner that remedial action will be taken.

7.3 The cost of doing the work required, plus an administration fee (as per Schedule C), may be recovered from the property owner as debt due to the Village of Ryley or such costs may be charged against the property taxes due and owing, pursuant to the Municipal Government Act, R.S.A. 2000, M 26, Section 553.

7.4 The Village, or any Inspector who inspects any property under this bylaw, or any person who performs any work on behalf of the Village to remedy a nuisance, is not liable for any damages caused by the inspection, the work, or disposition of any material in order to complete the work set out in the Notice to Maintain Property.