

**TOWN OF BRUDERHEIM
BY-LAW 787-2008**

BEING A BYLAW IN THE TOWN OF BRUDERHEIM, IN THE PROVINCE OF ALBERTA, TO REGULATE THE COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE, REFUSE, AND RECYCLE MATERIALS IN THE TOWN OF BRUDERHEIM.

WHEREAS under the provisions of Section 7 (f) and (g) of the Municipal Government Act R.S.A. 2000, and amendments thereto, the Council of the Town of Bruderheim may, by bylaw, provide for services provided by or on behalf of the municipality and for public utilities; and

WHEREAS Council deems it in the interest of the municipality to ensure the timely and appropriate collection, removal and disposal of Garbage, refuse, Recycle Materials;

NOW THEREFORE THE COUNCIL OF THE TOWN OF BRUDERHEIM, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SECTION 1 CITATION

1. This Bylaw may be cited as "The Waste Collection Bylaw".

SECTION 2 DEFINITIONS

- 2.1 For the purpose of this Bylaw and in the Schedules attached hereto, unless the context otherwise requires:
- 2.2 **"Application"** shall mean the application made by the consumer to the Town for either garbage collection, recycle collection or both garbage and recycle collection;
- 2.3 **Automated Bin Service:** means a collection service where Waste Materials are stored in a bin constructed to be emptied mechanically into a collection vehicle;
- 2.4 **"Basic Volumes"** shall mean a volume of recycling materials that is not more than 4 24" x 36" Blue Bags of recycling materials and not more than 8 collapsed cardboard boxes neatly bundled for simplified handling;
- 2.5 **"Bylaw Officer"** shall mean each and every member employed and duly sworn in as a Bylaw Enforcement Officer for the Town of Bruderheim;
- 2.6 **"Blue Bag"** shall mean a transparent blue plastic bag specifically intended to hold recycle materials measuring not more than 24" x 36";
- 2.7 **"Collection Day"** shall mean the day or days during each week on which garbage, or recycling is regularly collected from a specific premises, together with the seven (7) hour period immediately preceding and seven (7) hour period immediately following that day;
- 2.8 **"Collector"** means the person or Persons appointed by the County for the purpose of collecting and disposing of Waste Materials, Organic Materials, Fibre Recyclables and Container Recyclables;
- 2.9 **"Commercial Premises"** shall mean any café, restaurant, warehouse, wholesale or retail business place, office building, garage or service station, factory or industrial plant, any other building or premises except a dwelling or multiple family dwelling;

- 2.10 “**Consumer**” shall mean any person who uses garbage or recycling services supplied by the Town;
- 2.11 “**Council**” shall mean the Municipal Council of the Town of Bruderheim;
- 2.12 “**Dwelling**” shall mean a building occupied for residential purposes, other than a multiple family dwelling;
- 2.2.1 “**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;
- 2.3 “**Garbage**” shall mean discarded, crockery, cloth, wrappings, plastics and other items of household refuse, but does not include recycle materials as defined in this bylaw, human or animal excrement, medical wastes such as hypodermic syringes or industrial waste, or animal carcasses;
- 2.4 “**Garbage Cart**” shall mean a rolling bin with a connected flip-open lid issued by either the Town or the Town’s Garbage Collection Agent;
- 2.5 “**Garbage Dumpster**” shall mean a metal container or roll cart.
- 2.6 “**Garbage Collection Agent**” shall mean the person or firm appointed by the Town for the purpose of collecting and disposing of Garbage and refuse;
- 2.7 “**Householder**” shall mean any person occupying any dwelling or place of residence, but shall not include any person who is merely a boarder, roomer, or lodger therein, or any occupant of a multiple family dwelling;
- 2.8 “**Industrial/Commercial Waste**” shall mean materials from excavations, materials from lot clearing and building construction, repairs, alterations, or maintenance, debris from any building removed, or destroyed by fire or any other cause, material from manufacturing processes, dead animals, waste from garages and service stations, condemned matter or waste from factories or other works, or from warehouses, ashes from industrial plants, and other similar waste materials other than human or animal excrement, or garbage;
- 2.9 “**Multiple Family Dwelling**” shall mean a building or buildings which are, or are intended to be, occupied as a residence by more than two tenants living independently of one another in the same or a separate building, and shall include apartments, hotels, motels, boarding and rooming houses, and row housing and also includes any room or suite of rooms in any building containing any commercial premises;
- 2.10 “**Municipal Manager**” shall mean the Chief Administrative Officer of the Town or his designate;
- 2.11 “**Owner**” 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 fee simple estate in land, or a Person who is recorded as the Owner of the property on the tax assessment roll of the Town of Bruderheim.
- 2.12 “**Person**” includes a partnership, a firm a body corporate, a politic, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

- 2.13 **“Proprietor”** shall mean the occupant of commercial premises and the person in charge of a multiple family dwelling and, where such premises are unoccupied, shall mean the owner thereof;
- 2.14 **“Recycle Collection Agent”** shall mean the person or firm appointed by the Town for the purposes of collecting and disposing of Recycle Materials;
- 2.15 **“Recycle Materials”** shall mean materials which are determined by the Recycle Collection Agent for the Town to be recyclable and may include but are not necessarily limited to newspaper, mixed paper, box board, cardboard, washed and flattened tin cans and clean glass jars which must be set out separately from the other materials;
- 2.16 **“Street or Streets”** shall include all highways, roads, lanes, alleys, avenues, easements, thoroughfares, utility lots, drives, bridges and ways of public nature, sidewalks, boulevards, parks, public square and other public places unless the contrary is expressed or unless such construction would be consistent with the context of this Bylaw;
- 2.17 **“Town”** shall mean the Town of Bruderheim or its duly authorized representatives;

SECTION 3 GARBAGE COLLECTION

- 3.1 No householder, proprietor, property owner or other person within the Town shall dispose of garbage **EXCEPT** in accordance with this bylaw;
- 3.2 All properties in Town must have Garbage collection service in accordance with this Bylaw;
- 3.3 Garbage shall be at the pick-up location by 7:00 a.m. on collection day;
- 3.4 Garbage collection shall be every week;
- 3.5 Unless otherwise permitted or instructed by the Town or the Garbage Collection Agent, all Garbage Carts set out for collection must be placed on the roadway in front of the property that the Garbage Carts belong to. The Garbage Carts must be placed not less than 0.5 meters and not more than 1.5 meters from the curb, with the arrow on the Garbage Cart lid pointing away from the property, perpendicular to the curb. The Garbage Cart lid must be in a closed position, covering the mouth of the Garbage Cart, at all times while the Cart is placed in the position for pickup as outlined in this Bylaw. Garbage Carts must be set out for collection in such a manner as not to interfere in any way with vehicular or pedestrian traffic;
- 3.6 Any Garbage Cart which is set out for collection at a location other than as directed in this Bylaw shall be deemed to be a violation of this bylaw. Every effort will be made to determine who placed the Garbage Cart in the location and the person will be contacted;
- 3.7 Garbage must not be packed into the Garbage Cart in a manner that will prevent the Cart from being emptied;
- 3.8 Where the Garbage cannot be contained within one (1) Garbage Cart, the owner of the property shall be required to lease another Garbage Cart or in the case of commercial to lease a larger garbage container;

- 3.9 The Municipal Manager, in his sole discretion, may require that any property use a larger size Garbage Cart or Garbage Dumpster;
- 3.10 No person shall place or keep any can, container or receptacle for industrial waste upon any lane or street in the Town except as specifically provided in this bylaw;
- 3.11 Every householder, proprietor or property owner shall maintain and keep in good condition a Garbage Cart or dumpster as required by this bylaw for all Garbage upon the premises owned, and shall ensure that the container lid is kept securely over the mouth of all such containers except when said containers are actually being filled or emptied;
- 3.12 Every householder, proprietor, or other person shall dispose of garbage upon the premise owned or occupied by him by placing or causing the same to be placed in a Garbage Cart or Dumpster maintained for that purpose, or in such other container as is specifically permitted by this bylaw, but not elsewhere;
- 3.13 The owner, tenant, occupant or other person in charge of a dwelling or other building shall at all time ensure that Garbage Carts, or other receptacles provided for the purpose, are not allowed to spill over or accumulate on any land or street or adjoining public or private property. Every such person shall be held responsible for any violation of this section regardless of the cause of such violation. Failure to contain Garbage in approved containers may also be considered a violation of and result in action under the Unsightly Premises Bylaw;
- 3.14 No person shall directly or otherwise dispose of or permit any person to dispose of any explosive, inflammable, volatile, noxious or dangerous device, substance or thing in any Garbage Cart. Any person who fails to comply with the provisions of this section shall be deemed to have thereby created an offence and shall be liable to the penalties provided for a breach of this bylaw;
- 3.15 No person shall directly or otherwise dispose of or permit any person to dispose of any hypodermic syringes or needles or other Bio Hazardous waste in any garbage container. These are Bio Hazardous Waste and must be discarded in the appropriate manner which is to place them in an enclosed container and return them to a facility intended to handle such materials;
- 3.16 No person shall directly or otherwise dispose of or permit any person to dispose of any feces, whether human or animal, or any carcass of any dead animal in any Garbage container. Any person who fails to comply with the provisions of this section shall be deemed to have thereby created an offence and shall be liable to the penalties provided for a breach of this bylaw;
- 3.17 Disposal of any refuse by burning is not permitted.
- 3.18 No person shall directly or otherwise dispose of or permit any person to dispose of hot ashes, burning matter, or unwrapped wet Garbage in any Garbage Cart or dumpster;
- 3.19 Except on Collection Day, all Garbage Carts shall be kept and maintained on the premises of the householder or proprietor. Failure to return the Garbage Cart to the premises of the householder or proprietor following Collection Day shall be in breach of this bylaw and the householder, proprietor or property owner shall be liable to the penalties provided for a breach of this bylaw. Any Garbage Carts located on any street or lane in the Town, other than on Collection Day, may be removed and disposed of at the discretion of the Chief Administration Officer without compensation to the owner thereof;

- 3.20 No Garbage collection shall be made from the inside of any dwelling or from the basement or upper floors of any multiple family dwelling or commercial premises;
- 3.21 No person other than a lawful user thereof, or any authorized employee of the Town or Garbage Collection Agent, shall open any Garbage Carts or remove anything there from, or in any way disturb the contents thereof, nor shall any other persons handle, interfere with, or in any manner disturb any Garbage of any kind put out for collection for removal;
- 3.22 When any Garbage Cart or Dumpster has been condemned, defaced, damaged or is deemed insufficient by the waste collector, and written notice to that effect has been given to the householder or proprietor, the condemned Garbage Cart or Dumpster may be removed and disposed of along with the Garbage from the premises, in which case the householder or proprietor shall be responsible to pay to the Town the cost of \$100.00 to replace the one that has been condemned and removed;
- 3.23 No person shall operate a vehicle in the Town while it is carrying Garbage or industrial waste unless that portion of the vehicle in which the material is being carried is securely covered or the material is secured to prevent any part of such material from falling off, or out of, the vehicle while in transit;
- 3.24 No person shall deposit any dead animal, manure, excreta, refuse, garbage, liquid waste or other filth upon or into any street, ditch, lane, highway, byway, water, well, dock, bank, stream, or onto any land except with the written consent of the Town. Any person who fails to comply with the provisions of this section shall be deemed to have thereby created an offence and shall be liable to the penalties provided for a breach of this bylaw;
- 3.25 All loose paper, paper boxes, straw and other packing or waste material from stores, warehouses and other buildings with the said Town and all loose grass, weeds, twigs and other combustible matter shall not be allowed to accumulate on any premises within the said Town, but shall be so disposed of as not to create a nuisance and any person who fails to comply with the provisions of this section shall be liable to the penalties provided for a breach of this Bylaw;
- 3.26 Any person disposing of garbage, trees or tree clippings or other refuse onto private or public property, unless designated as a disposal site within the said Town, shall be liable to the penalties provided for a breach of this Bylaw.

SECTION 4 RECYCLING COLLECTION

- 4.1 No householder, proprietor, property owner or other person within the Town shall dispose of Recycle Materials **EXCEPT** in accordance with this bylaw;
- 4.2 All residential properties in Town that have a Garbage Cart must also have Recycling Collection in accordance with this Bylaw;
- 4.3 Recycle materials shall be at the pick-up location by 7:00 a.m. on collection day;
- 4.4 Recycle materials collection shall be every week;
- 4.5 All recycle materials set out for collection must be placed on the boulevard or front of the property, in a manner that is accessible for the Recycle Collection Agent, but does not interfere in any way with vehicular or pedestrian traffic;

- 4.6 All Recycle Materials set out for collection in accordance with this bylaw must be placed and secured in a Blue Bag and placed in a recycling cart provided, with the exception of cardboard boxes which must be collapsed and secured to any other cardboard boxes also set out for collection on the same collection day with twine, string, or some other similar material to secure multiple items together for an extended period of time;
- 4.7 Materials for recycling collection shall be placed in transparent bags so that the contents can be viewed to ensure that there is no contamination of the material. If any contamination of Recycling Material is noted, the material will not be collected and a sticker noting the contamination will be placed on the bag. Any person who fails to comply with the provisions of this section shall be deemed to have thereby created an offence and shall be liable to the penalties provided for a breach of this bylaw;
- 4.8 Any Recycle Materials which are set out for collection at a location other than as directed in this bylaw, or in a manner other than directed in this bylaw will be left at the location where it is placed. Every effort will be made to determine who placed the Recycle Materials in the location and the person will be contacted;
- 4.9 The owner, tenant, occupant or other person in charge of a dwelling or other building shall provide sufficient facilities to contain the Recycle Materials generated from those premises during the period between Recycle Material collections in an orderly manner and that Recycle Materials are not allowed to spill over or accumulate on any land or street or adjoining public or private property. All plastic bags and loose material must be suitably tied to ensure that the Recycle Materials are not disturbed, spread or distributed due to animals, weather conditions, vehicles or other persons. Every such person shall be held responsible for any violation of this section regardless of the cause of such violation. Failure to contain Recycle Materials in an approved manner may also be considered a violation of an result in action under the Unsightly Premises Bylaw;
- 4.10 The Recycle Collection Agent will only collect Basic Volumes of Recycling Materials. Should the householder or proprietor require greater weekly disposal of Recycle Materials, they will contract with a contractor in the business of Recycle Material disposal to provide this service;
- 4.11 Every householder, proprietor, or other person shall dispose of Recycle Materials upon the premise owned or occupied by him by placing or causing the same to be placed for pickup in a manner described in this bylaw, but not elsewhere;
- 4.12 All other regulations as apply to garbage collection shall also apply to recycle collection.

SECTION 5 ADMINISTRATION

5.1 General

- 5.1.1 The provisions of the Bylaw shall form part of a contract between the consumer and the Town for Garbage and Recycle collection hereunder which supply shall be subject to all the provisions of this Bylaw;
- 5.1.2 Any provision, agreement, term, condition or representation contained in this contract is not transferable and shall remain in full force and effect until the consumer has notified the Town of his/her desire in writing to terminate said contract or until said contract shall have been terminated by the Town. Following written notification by a consumer of his/her desire to terminate a contract hereunder, the Town shall discontinue Garbage and Recycle collection will be discontinued as soon as reasonably practicable and the consumer shall be liable

for and shall pay all of the rates and charges payable hereunder until the time of such discontinuation. Termination can only be done in instances of property sale or transfer or if the service level is changed in accordance with this bylaw.

- 5.1.3 Account information, account changes or account cancellations can only be made by the registered land owner. Should the account holder information require modification, the current account holder must notify the Town, as specified in 5.2.3.

5.2 Owner Responsibility

- 5.2.1 Any person who desires a new Garbage, Recycle collection service from the Town shall make application in writing to the Town and shall pay the Application Fee specified in "Schedule A" attached to and forming part of this Bylaw and which may be amended from time to time by resolution of Council. Such application shall be made not less than 24 hours prior to requiring the service except that it shall coincide with the normal business hours of the Town;
- 5.2.2 Ownership of all Garbage and Recycle Carts belong to the Town or their Garbage or Recycle collection agent. Each property will be permitted use of the carts solely for the purposes outlined in this Bylaw. Maintenance, repair to ensure the continuing good working order of the carts, and proper and secure storage shall be the responsibility of the property owner. Replacement of the carts in instances of damage or theft by anyone other than the Town or Town's agent will be the responsibility of and at the cost of the property owner or account holder, as designated in "Schedule A" attached to and forming part of this Bylaw and which may be amended from time to time by resolution of Council;
- 5.2.3 The Town will bill the registered owner, as reported by the Alberta Land Titles Office, for utility services in accordance with this Bylaw. In the event of change of property ownership, the Town will bill the new registered owner upon notification of transfer of title from the Alberta Land Titles Office or a utility connection has been made with the Town of Bruderheim.

SECTION 6 BILLING, COLLECTION AND ENFORCEMENT

6.1 General

- 6.1.1 The full cost of Garbage and Recycling collection and disposal shall be paid out of the general revenue of the Town and collected through fees established by Council. These fees shall be included on the utility billing in accordance with this Bylaw. These fees form "Schedule A" of this Bylaw;
- 6.1.2 Should the Town be unable to determine the actual fees to be billed to any property, the Municipal Manager shall estimate the fees to be charged and render an account based upon such methods he considers to be fair and equitable;
- 6.1.3 All rates and charges payable hereunder shall be paid to the Town;
- 6.1.4 Failure of an owner to receive an account shall in no way affect the liability to pay the account.

6.2 Owner Responsibility

- 6.2.1 The Owner will receive and pay all Town utility bills of the property that is serviced by utilities services;

6.3 Payment Period

6.3.1 All accounts, including interim accounts for utilities services, shall be due and payable on the 15th day of the following month of the statement. Accounts not paid on or before that day shall be liable to a penalty of 5%.

6.4 Unpaid Accounts

6.4.1 Any owner who fails to pay his/her account will have the outstanding balance that is more than 60 days overdue automatically transferred to his/her property tax roll;

6.5 Partial Period

6.5.1 Where any service rate or charge is designated by reference to a time certain, the charge for a lesser period of time shall be calculated on a proportionate basis.

SECTION 7 APPEALS

7.1 General

7.1.1 Notwithstanding any other provisions of this Bylaw or "Schedule A", any consumer who feels himself aggrieved in respect of rates charged to him/her under "Schedule A", on the grounds that such rates are unfair, unreasonable or discriminatory may, by notice of appeal in writing delivered to the Municipal Manager specifying the grounds of such appeal, appeal such rates. Such appeals shall in the first instance be heard and determined by the Municipal Manager, provided that if such consumer is not satisfied with such determination, he may further appeal the matter to Council and the decision of Council shall be final.

SECTION 8 OFFENCES AND PENALTIES

8.1 General

8.1.1 Any person found to be violating any provision of this ordinance shall be served by the Town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall within the period of the time stated in such notice, permanently cease all violations;

8.1.2 Any person who shall continue any violation beyond the time limit provided for in paragraph 9.2 shall be guilty of a misdemeanor and a conviction shall be fixed in the amount not exceeding two hundred dollars (\$200.00) for each violation. Each day in which any violation shall continue shall be deemed a separate offence; and

8.1.3 Any person violating any of the provisions of this Bylaw shall become liable to the Town for any expense, loss or damage occasioned to the Town by reason of such violation.

8.1.4 Any person who contravenes, disobeys, refuses or neglects to obey any provision of the bylaw is guilty of an offence and liability on summary conviction of a fine of up to \$300.00 plus costs.

8.1.5 Any written notice issued under provision 9.1 of this bylaw shall be deemed to be sufficiently served if served personally upon the person alleged to have committed the breach or upon the owner, occupier or other person in charge of the premises upon which the breach is alleged to have been committed or if mailed to the address of the owner, occupier or other person in charge of the premises upon which the breach is alleged to have been committed.

SECTION 9 AMENDMENTS

9.1 General

9.1.1 The Council of the Town of Bruderheim may, by Bylaw or resolution in Council, alter, amend or repeal any or all of the Schedules which form part of the Bylaw.

SECTION 10 SEVERANCE

10.1 If any provision herein is adjudged by a Court of competent jurisdiction to be invalid for any reason, then that provision shall be severed from the remainder of this Bylaw and all other provisions of this Bylaw shall remain valid and enforceable.

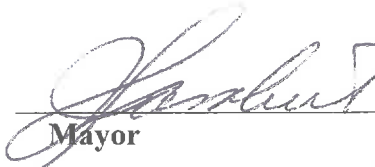
SECTION 11 VALIDITY

11.1 This Bylaw shall come into force and effect on the final date of passing thereof.

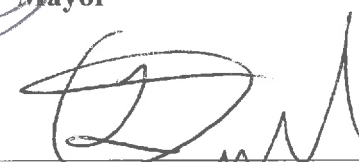
READ A FIRST TIME THIS 19 DAY OF NOVEMBER, 2008

READ A SECOND TIME THIS 19 DAY OF NOVEMBER, 2008

UNANIMOUSLY CONSENTED TO AND READ A THIRD TIME THIS DAY OF DECEMBER 3rd, 2008.



Mayor



Administration

DATE OF SIGNING 3rd Day of December, 2008.

1. GARBAGE & RECYCLING CART FEES:

Roll Cart	\$1.30 per month, per Cart
2 cu. Yd. Bin	\$52.50 per month, per Bin
4 cu. Yd. Bin	\$76.65 per month, per Bin
6 cu. Yd. Bin	\$106.31 per month, per Bin
8 cu. Yd. Bin	\$141.75 per month, per Bin

Prices subject to change as reflected in the current fees and charges bylaw.