

VILLAGE OF BITTERN LAKE

BYLAW #02/20

A bylaw of the Village of Bittern Lake in the Province of Alberta to regulate the public use of the Village's waste bins and recycling facilities within the Village of Bittern Lake.

WHEREAS the Municipal Government Act, R.S.A. 2000 C. M-26 provides that a municipality has the authority to regulate services provided by or on behalf of a municipality;

AND WHEREAS the Council of the Village of Bittern Lake has deemed it necessary to pass a bylaw regulating the use of the Village's waste bins and recycling facilities within the Village of Bittern Lake.

NOW THEREFORE the municipal Council of the Village of Bittern Lake, in Council, duly assembled enacts as follows:

1. Definitions

In this bylaw:

- 1.1. Council means the municipal council of the Village of Bittern Lake.
- 1.2. Enforcement officer means a peace officer or a person appointed by Council to enforce any provision of the bylaw.
- 1.3. Person includes any association or body corporate, company, partnership, or any individual person.
- 1.4. Recycling facility means any container, area or building that is used or supplied by the Village to collect material for recycling.
- 1.5. Resident means a person who resides within the corporate limits of the Village.
- 1.6. Village means the corporation of the Village of Bittern Lake, in the Province of Alberta, or the corporate limits of the Village of Bittern Lake, or any employee, official, or agent of the Village of Bittern Lake, as the content requires.
- 1.7. Waste bins means any container, area or building that is used or supplied by the Village to collect waste material to be disposed of by recycling or in a land fill.
- 1.8. Waste material means any material that is deposited into waste bins or recycling facilities as defined in this section. 'Waste' means household waste including material containing organic matter that is or may become composted, from residential material produced as a result of the normal operation of a family dwelling but does not include hot ashes, dead animals, human excrement, or industrial or construction waste.
- 1.9. Industrial Waste means material from excavations material from lot clearing and building construction, debris from repairs, alternations or maintenance, debris from any building demolished or destroyed by fire or other cause, material from manufacturing process, waste from butchering animals, waste contaminated with petroleum products from commercial garages or services stations, condemned materials or hazardous materials.

2. Use of Waste Bins and Recycling Facilities

2.1. No person shall deposit approved waste material into recycling facilities or waste bins unless that person is a resident of the Village, or is a non-resident with proof of payment and explicit permission from the Village to use the facilities.

2.2. Prohibited Waste

- i) Liquid waste, dead animals or dead animal parts, petroleum products or any oil, grease, liquid fat, flammable liquids or other fluid waste, industrial residue, discarded furniture (household or office), carpets, rugs, blankets, automobile parts, tires, tire rims, appliances, sod, electronic products, concrete, soil, inflammable waste, explosive waste;
- ii) Biological waste, hazardous, pathological waste and radioactive waste as defined in pursuant to the Public Health Act and its Regulations; this includes 'Medical Waste' of unused portion of over-the-counter or prescribed medications, applicators of medicines, sharps including syringes, dressing or other material that is or could be contaminated by diseased fluids or tissues that would be commonly be considered a biohazard.
- iii) Industrial Waste; and
- iv) Any other matter, the collection of which may be potentially dangerous to any collector.

2.3. Only tree trimmings, grass clippings and other clean organic plant matter including leaves, soft plant roots, vegetable stalks, weeds and garden waste that can be effectively composted shall be deposited into the Village's composting area. Compostable/biodegradable bags must be used, or other bags must be emptied and added to the household waste area.

2.4. Persons using the recycling facilities and waste bins shall do so with respect for the Village and other users, and will act responsibly in the use of the facilities.

3. Agreement with the Village

3.1. Every person who resides within the Village shall be deemed to have entered into an agreement with the Village and shall be legally bound to comply with all the terms and conditions in this bylaw.

3.2. A non-resident of the Village that has an existing agreement with the Village for use of the recycling facilities and waste bins, that person shall be legally bound to comply with all the terms and conditions in this bylaw. Explicit permission is required from the Village and proof of payment must be available upon request.

3.3. A resident or approved non-resident of the Village shall sign an agreement taking responsibility for a key fob to gain access to the facility. Sign out form for initial fob "Appendix A". Penalties are outlined in "Schedule B". Costs involved for replacement key fob "Schedule C". The form for replacement key fob is "Appendix B"

4. Failure to Comply

- 4.1. Every person using the recycling facilities and waste bins who fails to comply with the terms and conditions as outlined in this bylaw, shall be liable for any costs, expenses, or charges incurred by the Village for clean up or removal of waste material disposed of contrary to this bylaw.
- 4.2. Every person who fails to comply with the terms and conditions in this bylaw or who uses the recycling facilities and waste bins without entering into agreement with the Village is guilty of an offence.

5. Fees

- 5.1. Residents of the Village and approved non-residents shall pay monthly fees for the recycling facilities and waste bins. Under normal circumstances fees will be charged on water bills issued by the Village. Details of fees are outlined in "Schedule A". **This is a non-optional service and fee.**

6. Penalties

- 6.1. Any person who contravenes any provision of this bylaw is guilty of an offence and shall be liable on summary conviction to a fine as outlined in "Schedule B".

Nothing in this Bylaw shall prevent any person from making their own arrangements for the disposal of solid waste, provided that no Federal Statute or Provincial Act or Municipal Bylaw is being contravened, subject to section 4 of this bylaw. However, all residents of the Village of Bittern Lake will pay for the (use/privilege/convenience) of a local facility.

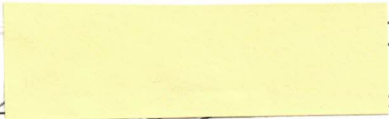
This bylaw replaces Bylaw #01/18 therefore Bylaw #01/18 is hereby rescinded.
Schedule A and Schedule B attached hereto forms part of this Bylaw.

This Bylaw shall take effect on the 21st day of May 2020.

Read a first time this 21st day of May 2020.

Read a second time this 21st day of May 2020.

Read a third time and finally passed this 21st day of May 2020.


Mayor Earl Debnam


CAO Jill Tinson

Schedule A – Fees Summary

Fees for the recycling facilities and waste bins are as follows:

\$13.60 per month for the waste bins

\$7.70 per month for the recycling facilities

Fees will be charged to the user's utility bill as issued by the Village on a monthly basis per household. **This is a non-optional service and fee.**

This bylaw shall take effect on the 27th day of May 2020
Read a first time this 27th day of May 2020
Read a second time this 27th day of May 2020
Read a third time and finally passed this 27th day of May 2020



Schedule B – Penalties

Penalties will be charged to a person committing an offense as outlined in Section 6 of this bylaw, based on photographic/video evidence and key fob recorded entry.

First Offence - \$250.00

Second Offence - \$500.00

Third Offence and any Subsequent Offence - \$1,000.00 each

These penalty amounts are exclusive of additional fees that may arise for any costs, expenses, or charges incurred by the Village for clean up or removal of waste material disposed of contrary to the terms and conditions of this bylaw. See Section 4.

Schedule C – Key Fobs

Each account for garbage and recycling will be issued with a Key Fob to gain access to the Garbage/Recycle area.

The initial fob will be signed out to the Account holder for a deposit fee of \$20.00. 'Appendix A'.

The person/s responsible for the fob will be the account holder as registered with the Village Office, one fob per household.

Any additional fobs issued due to loss or damage by the account holder will be liable for the following charges for replacement and asked to sign a form for replacement. 'Appendix B'.

First replacement fob	-	\$20.00
Second replacement fob	-	\$40.00
Third and subsequent replacement fob	-	\$60.00

APPENDIX A

Name: _____ Account #: _____

Address: _____

Telephone: _____

Cell: _____ or _____

Work: _____ or _____

I hereby take responsibility for key fob # F _____/_____ for access to the Garbage/Recycle area.

I have read and understood 'Schedule C – Key Fobs' and the Waste bins and Recycle Facility Bylaw.

Signed

For Office use only

Deposit of \$20.00 received _____ Receipt No. _____

Name & title _____

Date: _____

APPENDIX B

REPLACEMENT FOB

Name: _____ Account #: _____

Address: _____

Telephone: _____

Cell: _____ or _____

Work: _____ or _____

I hereby take responsibility for key fob # F _____/_____ for access to the Garbage/Recycle area.

Amount paid for replacement fob \$ _____

First replacement \$20.00 Second replacement \$40.00 Third and subsequent replacement \$60.00

I have read and understood 'Schedule C – Key Fobs' and the Waste bins and Recycle facility Bylaw.

Signed

For Office use only

Amount received _____ Receipt No. _____

Name & title _____

Date: _____