

**VILLAGE OF BOYLE  
BYLAW 05-22**

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**A BYLAW OF THE VILLAGE OF BOYLE IN THE PROVINCE OF ALBERTA, TO ESTABLISH AND MAINTAIN A WASTE MANAGEMENT SYSTEM; AND FOR THE PURPOSE OF GOVERNING AND REGULATING THE SUPPLY AND / OR DISPOSAL OF NATURAL GAS, WATER AND SEWER; AND FOR THE PURPOSE OF CONTINUING A NATURAL GAS CONTINGENCY FUND AND FOR THE PURPOSE OF SETTING RATES INSOFAR AS APPLICABLE TO THE CONSUMPTION OF NATURAL GAS AND WATER AND THE DISPOSAL OF SEWER AND SERVICE AND SOLID WASTE COLLECTION AND G.S.T. CHARGES.**

**WHEREAS** The Municipal Government Act being chapter M-26 of the Revised status of Alberta, 2000, as amended, states that the Council may pass bylaws for the general maintenance, management or conduct of any public utility, for the fixing in connection with public utilities, the rates, charges, tolls, fares, and rents, for the collection of rates, and

**WHEREAS** The Municipal Government Act gives Municipalities the power to enact bylaws and impose fines and penalties for infractions of their bylaws;

**WHEREAS** the Gas Utilities Act, provides other authority as required in this bylaw.

**NOW THEREFORE**, the Council of the Village of Boyle in regular session duly assembled

**HEREBY ENACT AS FOLLOWS:**

1. DEFINITION(S):

- 1.1 **"Applicant"** shall mean the registered owner(s) for Natural Gas, Water and/or Sewer Service(s), or Natural Gas, Water and / or Sewer Service(s) line(s), or any person requesting use of Natural Gas, Water and/or Sewer when applied for by written application.
- 1.2 **"Chief Administrative Officer (CAO)"** means the Chief Administrative Officer of the Village of Boyle as appointed by resolution or bylaw of Council.
- 1.2 **"Council"** means the duly elected officers of the Village of Boyle and the Chief Elected Officer, or Mayor.
- 1.3 **"Collection Day"** means the day or days designated by the solid waste collector during each week which solid waste is to be collected from eligible premises, as set forth in Schedule "I" of this bylaw.
- 1.4 **"Collection Point"** means a point at which the solid waste collector will collect solid waste from an eligible premises as illustrated in Schedule "M" unless otherwise specified by a specific exemption in Schedule "N", as determined by the solid waste collector.

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- 1.5 “**Consumer**” shall mean the applicant for Natural Gas, Water and/or Sewer Service(s), or any user of Natural Gas, Water and / or Sewer in the Village of Boyle or outside the Village of Boyle who may be supplied with Natural Gas, Water and/or Sewer from the Village Distribution and /or Transmission System.
- 1.6 “**Consumer Premises**” shall mean the premises to which the Village supplies Natural Gas, Water and/or Sewer to the Consumer.
- 1.5 “**Established Route**” means a solid waste collection route established by the Solid Waste Collector.
- 1.6 “**Eligible Premises**” means those properties within the Village of Boyle which are eligible for municipal residential collection as defined in section 5.0 of this bylaw.
- 1.7 “**Household Waste**” means all normal refuse and garbage which results from the operation of a household and shall not include yard waste or any items listed in Schedule “O” or Section 4.10 of this bylaw.
- 1.8 “**Industrial, Commercial and Institutional (ICI) Waste**” means material from excavations, materials from lot clearing and new building construction, repairs, alterations, renovations, maintenance, or debris from any building removed, or destroyed by fire or any other cause; material from manufacturing process; non hazardous waste from garages, shops, retail stores and service stations; non hazardous waste from factories or other works, or from warehouses; ashes from industrial plants; materials from institutional premises like hospitals, schools, and lodges and other similar waste materials other than human or animal escheatment or household waste.
- 1.9 “**Non-Eligible Premises**” means those properties within the Village which are not eligible for Municipal Residential collection as defined in section 5.0 of this bylaw.
- 1.10 “**Recyclable Materials**” means generally accepted materials for recycling as defined in schedule “O” of this bylaw.
- 1.11 “**Solid Waste**” means household waste, household recyclable materials and residential yard waste.

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- 1.12 **“Solid Waste Collector”** means the person(s) or company authorized by the Village to collect, remove and process or dispose of solid waste.
- 1.13 **“Utilities”** shall mean Natural Gas, Water and/or Sewer as distributed, supplied and/or transmitted by the Village of Boyle.
- 1.14 **“Village”** shall mean the Village of Boyle, the Council of the Village of Boyle, the Village of Boyle Natural Gas, Water and/or Sewer Distribution and/or Transmission System, or any agent, representative, or servant thereof, as may be appropriate
- 1.15 **“Waste Container”** means either a:
- 1.15.1 **“Garbage Bags”** that means white, green or black bags that do not exceed 30 inches x 36 inches in overall dimensions and when filled do not exceed 20 Kilograms and are purchased by a person and commonly utilized for household waste materials; or a
- 1.15.2 **“Recycle bag”** that means clear or clear-blue bags that do not exceed 30 inches x 36 inches in overall dimensions and when filled do not exceed 20 Kilograms and are purchased by a person and commonly utilized for recyclable materials; or a
- 1.15.3 **“Blue Box”** that means a blue plastic container provided for the use of household recyclables collection; or a
- 1.15.4 **“Garbage Cart”** that means the wheeled automated system container provided for the use of household waste collection; or a
- 1.15.5 **“Yard Waste Bag”** that means Orange or Clear bags that do not exceed 30 inches x 36 inches in overall dimensions and when filled do not exceed 20 Kilograms and are purchase by a person and commonly utilized for yard waste; or a
- 1.15.6 **“Yard Waste Cart”** that means a wheeled automated system container provided for the use of residential yard waste collection.
- Or all of the above
- 1.15.7 **“Safety Container”** means a secure, sealed ridged plastic or tin clearly marked “SHARPS”.

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1.15.8 **“Yard Waste”** means uncontaminated, organic waste from gardening activities and includes grass clippings, leaves, brush, house and garden plants, and small tree pruning’s under 0.5 m in length and 1cm in diameter.

2 LIABILITY OF CONSUMER:

That utilities shall be supplied to the Consumer Premises as requested, and the consumer shall be liable to the Village for all utilities registered through the meter(s), and all services and other charges which may be levied, unless or until a notice to discontinue the service is made by the Consumer to the Village.

3 LIFE OF CONTRACT:

That a contract for services, whether written or implied, shall remain in full force and effect until terminated as provided herein either by notice from the Consumer or from the Village.

4 TRANSFER OF CONTRACT:

That a contract for service is not transferable, and may only be discontinued as provided in clause two (2) or three (3) above.

5 VERBAL AGREEMENTS:

That no agent, representative or employee of the Village has authority to make any promise, agreement or representation not incorporated herein nor any contract of service, and any such promise, agreement or representation not so incorporated shall not be binding upon the Village.

6 APPLICATION FOR SERVICE:

That all Applicants for utilities shall complete and sign an application for Utility Services in the form and style attached as schedule “A” to this Bylaw.

7 ACCESS TO PREMISES / RIGHT OF ENTRY:

As a condition of receipt of utility services and as operational needs dictate, the municipality shall have the right to enter a customer's premises at all reasonable times, or at any time during an emergency, for the purpose of:

(a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing the utility system;

(b) investigating or responding to a customer complaint or inquiry;

(c) conducting an unannounced inspection where the municipality has reasonable grounds to believe that theft of utility services or interference with the utility system (including but not limited to a water or gas meter) has occurred or is occurring; or

(d) for any other purpose incidental to the provision of utility services.

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The municipality will make reasonable efforts to notify the customer in advance of entering a customer's premises or to notify any other person who is at the customer's premises and appears to have authority to permit entry, except:

- (a) in cases of an emergency;
- (b) where entry is permitted by order of a court or other authority having jurisdiction;
- (c) where otherwise legally empowered to enter; or

No person shall hinder, interrupt or cause to be hindered any authorized representative of the municipality in the exercise of any of the powers or duties relating to the utility system as authorized or required in this Bylaw.

## 8 DELIVERY OF UTILITIES:

The property line of the Consumer Premises shall be the place of delivery and/or disposition of all utilities supplied distribution and/or transmitted to and/or from the Consumer. The expense and use of utilizing such utilities after delivery at the property line shall be borne by the Consumer in all cases where the damage resulting there from is not attributable to the negligence of the Village, its agents, representatives or servants.

### 8.1 WATER BREAKS:

- a) When a Water Utility break is observed or reported, the Village shall, as reasonably able to do so, respond and confine the affected area to the smallest area possible.
- b) Dependent on the severity, time needed to control the failure, time of day, and at the discretion of the Village based on those factors or any other factor, the Village shall notify all residents or Occupants in the directly affected area of the situation, at a reasonable hour, via a one-time door-to-door visit accompanied with a handout or written notice briefly describing the outage and if at all feasible the anticipated timeframe for Water Utility restoration. Those residents who are not home shall be advised by leaving a handout or written notice on an exterior door.
- c) The Village will arrange for the repair to be completed as safely and efficiently as possible. Should the failure take longer to repair than described in the notification and the estimated restoration time of utility is not met, the Village will provide adjusted notification with an anticipated restoration time at a reasonable hour and when practical to do so.
- d) Service Line Private failures are the responsibility of the Owner where the failure is found to be on property side (delivery side) of the Curb Stop including the connection to the Curb Stop. If a Water Utility Service Line failure is found outside of the Property Line (Service Line Village) and was caused by direct or indirect actions of the Owner or Occupant all charges and costs to repair will be levied against the Owner and an amount owing by the Owner to the Village. Where found to be Service Line Village structural or physical construction integrity failures due to age or inadequate installation outside of the Property Line which include the Curb Stop, Curb Stop operating components, supply side connection, service

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line to main, main stop, main saddle, or direct tap connection service line failures will be the responsibility of the Village.

## WASTEWATER

### 8.2 MAINTENANCE OF SEWER LINES:

- a) The Village does not own nor is responsible for any sewer Service Line Private located on or within privately owned Property. All maintenance, repair, responsible use of, cleaning, clearing, thawing, inspection, and replacement is the responsibility of the Owner of sewer Service Line(s) within and exiting any structure or building or Property up to the Sewer Main Line. If the repair of sewer Service Line(s) require access through the Village roadway infrastructure (i.e. road, curb), the Owner, is responsible to notify and receive approval to proceed with work prior to commencing the repair. Any repair(s) to Village roadway infrastructure resulting from sewer Service Line(s) repair will be the responsibility and cost of the Village.
- b) Where a sewer Service Line becomes blocked due to any Substance or ice in the line, the Owner, is responsible to clear the line in its entirety to the main and for all costs and charges to do so.
- c) Where a sewer Service Line becomes blocked due to the infiltration of any natural matter (i.e., roots), the Owner of the line is responsible to clear the line and for all costs and charges to clear the line up to Sewer Main Line.
- d) Structural failure of the sewer Service Line on Village property, and not caused by any other contributing deficiency, will be repaired, or replaced through any means deemed necessary by the Village at full cost to the Village.
- e) Structural failure of the sewer Service Line on Village property, and caused by the owner will be repaired, or replaced through any means deemed necessary by the Village at full cost to the Owner.
- f) Where a sewer Service Line becomes blocked due to the infiltration of any roots, the Village will be responsible to clear the line from Property Line to the Sewer Main. However, costs for clearing and inspection charges may be levied to the Owner in accordance with the percentages described below:
  - i) 0%- if contributing deficiencies or cause of deficiency observed are contained on Village Property.
  - ii) 50%- if contributing deficiencies or cause of deficiency observed are on both Village and private Property.
  - iii) 100%- if contributing deficiencies or cause of deficiency observed are on private Property.
  - iv) 100%- if blockage is on Village property and is generated from any

negligent act or usage, or root growth from private Property.

- g) The Village, in their sole discretion holds the right to, and through any means deemed necessary, evaluate each Service Line performance complaint or issue individually, and apply any level of service-related charges to the Owner.
- h) The Village shall be responsible for the cleaning and maintenance of all Sewer Mains, however, if a blockage has occurred, is occurring, or holds the potential to occur in the Sewer Main due the type, characteristics, or composition of the sewage being deposited into the system by a particular user and this Substance is deemed by the Village to be not of acceptable Wastewater, or is entering the Sewer Utility due to an inadequacy in the privately owned portion of the system, then the Owner has a legal duty to halt the discharge or deposit and construct or install equipment to correct the inadequacy at full cost to the Owner. The Owner shall be given a written notice of the inadequacy with a thirty (30) day period in which to undertake and complete the appropriate construction to correct the deficiency unless the inadequacy or deficiency is deemed by the Village as emergent. If deemed emergent by the Village, the Owner or Occupant must immediately stop all Wastewater discharge or deposit. If the Owner or Occupant fails to comply with the notice, the Village shall proceed to take any action necessary to ensure the situation is resolved and all costs will be levied against the Owner. The deficiency correction undertaken by the Owner or Occupant must be inspected and approved by the Village.
- i) Any other event not described in this Bylaw and requiring a resolve will be individually assessed by the Village or its authorized representative in their sole discretion.

## 9 INSTALLATION OF UTILITIES LINE(S):

That the Village of Boyle will install the gas line for the Consumer with the Consumer responsible for the costs as outlined in Schedule "H" and the Gas Installation Policy. The Consumer will be responsible for the installation of the water and sewer line(s). The Village shall install the pipeline(s) for the natural gas from the said property line to a meter suitably located on the Consumers premises, the said meter and pipeline(s) to be owned and remain the property of the Village and to be installed at a location determined by the Village. A Service Completion Notification known as Schedule 'F' will be completed and signed off by a Certified Gas Fitter.

### New Meter Installation

Meter must be outside.

The meter area can be adjacent to the building

The meter area must be clear, unobstructed left unobstructed by any construction (i.e. decks, decorative covers) for a clearance distance of 0.9 meters (3 feet) in any direction from the riser and accessible at all times to authorized Village of Boyle personnel.

The meter and riser area must be at final grade before installation.

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Installation will be completed in accordance with the Federation of Alberta gas Co-ops Guidelines for Operation and Maintenance Practices in Alberta Natural gas Utilities.

Gas services (i.e. Service line or meter) cannot be installed under structures or slabs where it is impractical and inaccessible in an emergency (isolating the gas service), and does not allow for future replacement and repair of the gas service line.

Internal property reinstatement refers to any reinstatement and restoration of surfaces inside the property boundary, including but not limited to, paving, driveway and lawns. If paving or other finished surfaces are required to be lifted or removed in order to install the gas service, the Customer, Builder or Gasfitter is responsible for the reinstatement.

#### Maintenance and renewals

The Village of Boyle shall perform all maintenance and make renewals or replacements as it sees fit to do so with respect to any pipelines, meters, regulators, valves and other facilities needed to deliver natural gas to the Meter Outlet.

Customers must maintain a clearance distance of 0.9 meters (3 feet) in any direction from the riser and meter so that it is accessible at all times to authorized Village of Boyle personnel.

Title to the natural gas supplied by the municipality shall pass from the municipality to the customer at the Meter Outlet of the gas meter. Customer responsibility for maintenance and repair is passed the Meter Outlet.

For the purpose of internal property reinstatement where maintenance and renewal work is undertaken; If paving or other finished surfaces are required to be lifted or removed in order to install the gas service, the Customer, Builder or Gasfitter is responsible for the reinstatement. The customer may petition the Village of Boyle Administration on a case by case basis for cost sharing by written request.

#### 10 FAILURE TO SUPPLY:


That in the event that at any time the supply of utilities is becoming or is inadequate, or fails entirely, whether due to natural causes, line breakage, or for any other reason, no action shall be maintained against the Village nor shall the Village be liable for damages for any injury either to person or property resulting there from, except where such injury or damage is caused by the negligence of the Village.

#### 11 MEASUREMENT:

That for measuring the utilities used by the Consumer, the Village shall install on the Consumer Premises at a point to be selected by the Village, such meter or meters as the Village deems necessary, which shall be and remain the property of the Village.

#### 12 MAINTENANCE OF METERS:

That the Village shall maintain such meters, free of cost to the Consumer, except for repairs and replacement caused by negligence, tampering or misuse of such meter or meters by the Consumer or anyone on his premises, in which case the cost of such replacement or repairs shall be paid for by the Consumer.

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13 VERIFICATION AND TESTING OF METERS:

That in the event of the Consumer making application as provided by the Utilities Inspections Branch for the testing of a meter, and it is found by such testing that the meter is recording correctly, the Consumer shall pay the costs incurred by the Village, but in any event, not less than the fees outlined in Schedule "H" to cover expenses in respect to removal and replacement of the meter for the purpose of the test.

14 BILLING FOR SERVICE:

That once service has been commenced, meter(s) may be read monthly, semi-monthly, semi-annually or as required by the Village. In the event that meters are read other than on a monthly basis, billing shall be on an average monthly basis. Meters shall be read at the end of the estimated period, and the proper adjustments made to the consumer's bills.

That the Chief Administrative Officer, or his/her designate, is hereby authorized to provide billings for utilities services prior to the end of each month, and to mail these billings before the eighth day of every month following the month in which the utilities services granted, to each, and every owner or occupant as a user of the service. This billing shall be included on a single bill form along with the garbage and any other charges as required. Final accounts with a balance due of less than \$5.00 or a credit balance of less than \$-5.00 will be neither charged nor refunded.

15 PAYMENT FOR SERVICE:

That all accounts are due and payable before the twenty-eight (28<sup>th</sup>) of the month following the month in which the billing is made. Payment of the billing may be made at the Village office during normal business hours, at the Canadian Imperial Bank of Commerce, or at the ATB Financial in Boyle, Alberta, during their normal business hours. The Village also offers a Utility Pre-authorized plan which allows automated withdrawals, for the amount of the current utility bill from the customer's bank account. This withdrawal will be made on the due date indicated on the billing.

16 INABILITY TO READ METERS:

That the Village shall have the right, in the event that its representative is unable to gain entrance to the Consumer Premises for the purpose of reading the meter(s), to estimate consumption and to tender a bill based upon such estimated consumption, or to disconnect the service if the representative is unable to gain admittance for three consecutive months.

17 MOVING METERS:

That the Village shall have the right to make reasonable charges for moving meters from one location to another, at the request of the Consumer. Such charge shall include costs outlined in Schedule "H".

18 CUTTING OFF SUPPLY:

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That the Village shall have the right to cut off or disconnect supply and/or distribution of utilities for any of the following reasons.

- a) Due to failure, temporary or permanent, of the available supply, distribution and/or transmissions of utilities.
- b) For non-payment of any indebtedness or for the failure on the part of the Consumer to pay any deposit or increase thereof forthwith on demand.
  - i. All fixed charges will apply on disconnects due to non-payment.
- c) Assignment or insolvency of the Consumer.
- d) The use of the Consumer of defective pipe(s), appliance(s) or utilities fittings, or the demand by the Consumer for supplying of utilities in such manner as may, in the opinion of the Village, be likely to lead to a dangerous situation.
- e) The use of utilities contrary to this bylaw or any rules and regulations of the Province of Alberta relating to Public Utilities and/or any duly appointed or legislated Public Utilities Inspector or any statute or other regulating body.
- f) Fraudulent misrepresentation in relation to the use of utilities or the amount of utilities supplied, distributed and/or consumed.
- g) Termination of the contract for any reason whatsoever.
- h) Discontinuance of the use of utilities on the premises.
  - i. If water is disconnected there will be no sewer charge unless the disconnect was due to non-payment.
  - ii. If the dwelling is empty and the gas line abated no gas fixed charges will apply.
  - iii. If the dwelling has been condemned by Alberta Health Services and the letter has been received by the Village Office, all monthly charges will still apply except for 18) (h) (i) and Garbage & Recycling.

Reasonable notice shall be given to the Consumer, whenever possible, except in the case of emergencies, that the service will be discontinued when it is necessary to make repairs at any one point in or on the system.

#### 19 CUT-OFF FEE:

That in the event of any default or failure of the Consumer to comply with the rules and regulations of this bylaw, a Village representative will be sent to the Consumer Premises for the purpose of turning off the utilities supply, distribution and/or transmission. The Consumer shall forthwith pay to the Village a disconnect fee as outlined in the Schedule "H" plus other costs outstanding, plus an additional fee as outlined in schedule "H" for the transfer of utilities to taxes if the utilities service is actually turned off.

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If for some reason, the Consumer wishes to have the service disconnected, or the service is disconnected by the Village, the Consumer shall pay the Village, for the disconnection fee, as outlined in Schedule "H".

Prior to reconnection of the utilities service, a reconnect fee as outlined in Schedule "H" will apply. Until payment is made of the total amount herein provided, together with any outstanding indebtedness owed by the Consumer for utilities supply, distribution and/or transmission, the Village may at its own discretion, refuse to supply utilities service(s) to the said Consumer. The Village shall make no further charges for turning on the utilities again, so long as the meter has not been removed from the premises, and the Consumer has paid or made arrangements satisfactory to the Village for the payment of any outstanding indebtedness. For Utilities that are disconnected due to non-payment, applicant must reapply as per schedule "A".

20 REPLACEMENT FEE:

That if the Consumer orders a meter(s) replaced in the same premises within one year of its removal therefrom, the Village may charge a meter replacement fee as per Schedule "H".

21 RATE CLASSIFICATION:

See Schedule "B, C, D and H" for rate Classification

22 INSTALLATION AND OR CONNECTION OF GAS SERVICE(S):

Installation and/ or connection of natural gas service(s) shall be as per Gas Installation Policy 30-18-01 and Schedule "H"

23 UTILITY RESERVES

The Village recognizes the need to maintain reserves to help offset the financial impact of capital upgrades to gas, water, sewage, and stormwater infrastructure.


24 GRATUITIES:

That employees of the Village are expressly forbidden to solicit or accept any gratuities for any service rendered to the Consumer.

25 INFRINGEMENT OF RULES AND PENALTIES:

That any failure on the part of the Consumer to comply with this bylaw or any amendments thereto, or the terms of any contract, shall give the Village the right, at its sole discretion, to cancel any contract, and thereupon such contract shall be cancelled, and the Village may, without further notice, disconnect the Consumer Premises from its line and remove its property from the premises.

25 (a) That, sixty (60) days after the invoice date of billing, the Chief Administrative Officer or his/her designate may transfer to the tax roll of the parcel of land any charges for utility services that remain unpaid, and that these charges become an amount owing to the Municipality and subject to collection under the tax recovery process.

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26 (b) That, an Administration fee as outlined in Schedule "H" shall be charged to the property taxes for any utilities in arrears transferred as per clause 25 (a).

## WASTE MANAGEMENT

### 27 WASTE UTILITY FEE STRUCTURE

- 27.1 The full cost of solid waste collection and disposal from eligible premises, within all areas of the Village of Boyle shall be recovered through a solid waste service fee charge on utility bills as set forth in Schedule "K" of this bylaw.
- 27.2 In event that such utility bill remains unpaid after twenty (20) days following the date on which the utility bill was mailed, there shall be added thereto by way of penalty an amount as outlined in schedule "K" of this bylaw. The said penalty shall be added to and shall form part of the unpaid utility bill.
- 27.3 In case of default in payment of the full cost to solid waste collection charges, the Village of Boyle may enforce payment by action of a court of competent jurisdiction or alternatively by making the solid waste service charges in the default a charge against or lien, shall be subject to the same penalties and shall be collected in like manner as municipal rates and taxes.
- 27.4 Every eligible premise must participate in the Solid Waste Management System as provided for by the Village.
- 27.5 A person may request in writing that the Village of Boyle provide an additional waste container service over and above the basic service provided to an eligible premise under Section 30 of this bylaw. This request will be reviewed by the Village and, if approved, the rates of such service will be added to the utility bill for the eligible premise.

### 28 GENERAL PROHIBITIONS

- 28.1 Except as otherwise specifically provided in this bylaw, the collection, removal, processing and disposal of solid waste shall be under the direction of the Chief Administrative Officer.
- 28.2 No person within the Village of Boyle shall collect, dispose of, or remove solid waste except in accordance with the provisions of this bylaw.
- 28.3 No person shall operate a vehicle in the Village of Boyle while carrying solid waste or industrial, commercial and institutional waste unless the 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.
- 28.4 No person shall allow solid waste to spill over or accumulate on any lane, street or adjoining public or private property. Every person will ensure that

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all solid waste is kept within their waste containers with the lids on and closed.

- 28.5 No person shall set out their waste container at the collection point prior to 7:00 pm on the night before the collection day as set forth in Schedule "I" of this bylaw. Any waste container located on any street in the Village other than on the collection day may be removed by the Village and may need to be reclaimed by the person.
- 28.6 No person shall allow their waste container to fall into disrepair or become noxious, offensive or dangerous to public health.
- 28.7 No person shall pick over, interfere with, disturb, remove, or scatter any solid waste put out for collection or removal.
- 28.8 No person other than the solid waste collector shall collect waste from eligible premises.
- 28.9 No person shall vandalize or willfully damage any solid waste container.
- 28.10 No person shall place out for collection, or mix with any other solid waste, any of the following items:
- a) Industrial, commercial and institutional waste,
  - b) Construction, renovation or demolition materials
  - c) Combustible or explosive or toxic material out for collection which, without limiting the generality of the forgoing, shall include fuels or lubricant, gun powder or bullets, dynamite, blasting caps or radioactive materials;
  - d) Household hazardous waste or dangerous goods including solvents, oven cleaners, paints, automotive fluids, wet cell batteries, pesticides, herbicides or any other commonly referred to as household, commercial or industrial hazardous waste,
  - e) Hypodermic needles, sharp objects or broken glass unless packaged in a sealed, secure, safety container.
  - f) Pathogenic or biomedical waste,
  - g) Florescent lighting tubes and compact florescent light bulbs,
  - h) Compressed propane and butane cylinders,
  - i) Large and bulky items such as mattresses, box springs, furniture or major appliances,
  - j) Electronics equipment including televisions, computers, computer monitors, keyboards and associated cables,
  - k) Automotive parts including lead acid batteries, scrap metal, oil filters, empty oil containers, tires and automotive bodies or body parts,
  - l) Oil or other petroleum by-products,
  - m) Sawdust unless double bagged before placing in the waste container,
  - n) Hot ash or other burning matter,
  - o) Liquid waste or sludge,
  - p) Trees, shrubs, branches over 0.5 meters in length and 1 cm in diameter, soil, sod rock, stumps and any other woody material.

- q) Animal waste including dead animals, carcasses, offal, manure, kennel waste, animal parts or excreta, unless the animal excreta is placed in a double bag and securely tied before placing in a waste container.

28.11 Any person who mixes an item from section 28.10 into their waste container will be responsible for any costs associated with the clean up as per Schedule "K" of this bylaw and shall be liable to a penalty as set for the in Schedule "L" of this bylaw.

28.12 Every person shall be responsible for any damaged to or loss of their waste container unless the damage is normal ware and tare or was done by the Solid Waste Collector. The Village of Boyle will invoice the eligible premises or person responsible for the damaged waste container at a rate determined by Schedule "K" of this bylaw.

28.13 Every person will follow visual and written forms of communication from the solid waste collector, including but not limited to, waste container placement, prohibited contents or any other issue that may arise regarding collection of solid waste.

## 29 NON-ELIGIBLE AND ELIGIBLE PREMISES

29.1 Non-eligible premises include the following:

- 29.1.1 Condominium, Corporations or Associations
- 29.1.2 Group Housing, Lodges, Churches and Complexes
- 29.1.3 Apartments, hotels, motels, boarding and rooming houses
- 29.1.4 Manufactured Home Parks
- 29.1.5 Institutional, Industrial or Commercial premises
- 29.1.6 Premises designated greater than a five plex (more than 5 housing units in one structure).
- 29.1.7 Condemned Homes (Requires AHS Certification)

29.2 Owners and occupants of Non-Eligible premises defined in section 29.1 of this bylaw shall be responsible for managing the solid waste generated from their properties.

29.3 Eligible premises include any premise not defined as Non-Eligible premises in Section 29.1 of this bylaw.

## 30 HOUSEHOLD WASTE COLLECTION

30.1 Every person is required to place all household waste in the garbage cart provided for collection at the collection point as specified in Schedule "M" unless otherwise specified by specific exemption in Schedule "N" as determined by the solid waste collector.

30.2 Household waste placed in the garbage cart must be reasonably contained within garbage bags to prevent household waste from spilling out or blowing about by wind during mechanical operations of the automated waste collection system equipment.

30.3 Household Waste Volume Limits; See Schedule "O" of this bylaw.

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31 RECYCLABLE MATERIALS COLLECTION

31.1 Every person is required to place all recyclable materials in the blue box provided for and or a recycle bag for collection at the collection point as specified in Schedule "M" unless otherwise specified by specific exemption in Schedule "N" as determined by the Solid Waste Collector. Flattened cardboard may be placed under the blue box or recycle bags at the collection point.

31.2 Every person shall be required to purchase their own recycle bags.

31.3 Recyclable Materials Volume Limits; See Schedule "O" of this bylaw.

32 NON-COMPLIANCE WITH BYLAW

32.1 Any person who commits a breach of any of the provisions of this bylaw shall be liable to a penalty as set forth in Schedule "L" of this bylaw.

33 ADDITIONS, ALTERATIONS AND AMENDMENTS:

That this bylaw may be added to, altered, or amended from time to time at the sole discretion of the Village.

**34 That Bylaw 07-21 and Bylaw 06-13 is hereby rescinded upon third and final reading of this Bylaw.**

**35 That Bylaw 05-22 take full effect upon final reading.**

READ FOR A FIRST TIME THIS 18 DAY OF May A.D. 2022.

  
DEPUTY MAYOR – PATRICK FERGUSON


  
CAO – WARREN GRIFFIN

READ FOR A SECOND TIME AS AMENDED THIS 31 DAY OF May A.D. 2022.

  
MAYOR – COLIN DERKO

  
CAO – WARREN GRIFFIN

READ FOR A THIRD AND FINAL TIME THIS 31 DAY OF May A.D. 2022.



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MAYOR – COLIN DERKO



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CAO – WARREN GRIFFIN





## **SCHEDULE "B" NATURAL GAS RATES**

**THAT** Schedule "B" include the following:

- a) Residential distribution rates apply to residential properties.
- b) Commercial distribution rates apply to non-residential properties including places of worship.
- c) Industrial distribution rates apply to properties that have sales in excess of 20,000 gigajoules per year
- d) Institutional distribution rates apply to properties that contain Federal and / or Provincial Government services, and Senior Housing facilities regardless of gas sale volumes.
- e) "VILLAGE COST" is the monthly rate charged by Gas Alberta Inc. plus the Gas Alberta Inc. variable charge.
- f) Consumer service level will be determined by the previous years' consumption annually every July 1.
- g) All monthly distribution rates shall be charged as per Fee Schedule Policy 00-20.

## **SCHEDULE "C" WATER RATES**

**THAT** Schedule "C" include the following:

- A) All water rates shall be charged as per Fee Schedule Policy 00-20.

## **SCHEDULE "D" SEWER RATES**

**THAT** Schedule "D" include the following:

- A) All sewer rates shall be charged as per Fee Schedule Policy 00-20.



Village of Boyle  
 Bylaw 05-22

### Schedule "E"

#### VILLAGE OF BOYLE UTILITY SERVICE DISCONNECTION /RECONNECTION AGREEMENT

WHEREAS THE WATER AND GAS BYLAW STATES IN PART THAT:

If the Consumer wishes to have the gas services disconnected, the Consumer shall pay the Village of Boyle as outlined in the Fees and Schedule Policy a disconnect fee;  
 If the Consumer wishes to have the gas reconnected, the Consumer shall pay to the Village of Boyle the fee as outlined in the Fees and Schedule Policy a reconnection fee;

AND WHEREAS THE VILLAGE OF BOYLE WILL NOT BE RESPONSIBLE FOR DAMAGE DUE TO FREEZING OR OTHER OCCURRENCE ONCE THE CONSUMER HAS AGREED / REQUESTED TO HAVING THE SAID SERVICES DISCONNECTED;

IT IS IMPERATIVE THAT SOMEONE BE IN ATTENDANCE, WHEN THE VILLAGE OF BOYLE PUBLIC WORKS STAFF ARE THERE, TO HAVE THE UTILITIES DISCONNECTED OR RECONNECTED.

Now therefore, I (we) as the undersigned do understand the above stated regulations, and agree to have the services stated below disconnected and will assume full responsibility for all services at the address stated below once those services specifies have been disconnected.

Name:	Telephone #
Address of Service:	
Civic Address:	
<b>Disconnection of Water Service</b>	<b>Reconnection of Water Service</b>
Signature:	Signature:
Date:	Date:
<b>Disconnection of Gas Service</b>	<b>Reconnection of Gas Service</b>
Signature:	Signature:
Date:	Date:

Fees: \_\_\_\_\_ collected.

Date of Completion: \_\_\_\_\_ Service worker: \_\_\_\_\_

ad

Village of Boyle  
Bylaw 05-22

### SCHEDULE "F" SERVICE COMPLETION NOTIFICATION

Location Lot\_\_\_ Block\_\_\_ Plan\_\_\_\_\_

Qtr\_\_\_ Sec\_\_\_ Twp\_\_\_ Rge\_\_\_ Mer\_\_\_

Permit No \_\_\_\_\_

Permit Issuer \_\_\_\_\_

Instillation Name \_\_\_\_\_

Address \_\_\_\_\_

Contractor / Installer  
Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

THIS FORM MAY NOT BE USED FOR  
HOOKING UP "TEMPORARY" HEAT  
  
CALL 780-623-4000  
FOR MORE INFO

I hereby certify that the piping system has been installed and tested:

- i. In compliance with the Safety Codes Act & Regulations and CSAB149.1 and
- ii. This installation is ready for gas service activation

Please enter number of appliances and the total input BTU rating for each of the following

House Furnace	Water Heater	BBQ	Fireplace	Range
Dryer	Garage	Other _____	Other _____	Other _____

Air Test: Duration \_\_\_\_\_ PSI \_\_\_\_\_

Gas Service Is Connected to Meter Yes \_\_\_\_\_ No \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Gas Fitter Certification No. \_\_\_\_\_

Date \_\_\_\_\_

**This form is to be completed and faxed or e-mailed to the Permit Issuer and the Gas Supplier before the gas service will be unlocked.**

UTILITY PRE-AUTHORIZED PAYMENT PLAN

UTILITY ACCOUNT # \_\_\_\_\_ SERVICE ADDRESS:  
\_\_\_\_\_

SURNAME:	FIRST NAME:	IF JOINT ACCOUNT-LIST OTHER NAME
HOME NUMBER:	WORK NUMBER	CELL NUMBER:

I / We hereby authorize the Village of Boyle to begin automated withdrawals for payment of my/our utility bill from the bank account identified on the attached cheque. This authority is to remain in effect until I / we or the Village of Boyle notifies the other intention to terminate.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ATTACH "VOID" CHEQUE HERE

**Guidelines:**

- 1 The amount of monthly billing will be debited to your bank account on the due date of the utility bill. A copy of your bill will be mailed to you prior to due date.
- 2 Any returned items are subject to a \$40.00 service charge
- 3 This authorization may be cancelled at any time upon two (2) weeks written notice.
- 4 If service is disconnected at the above noted property, or if you move, it is your responsibility to notify the Village of Boyle to arrange for cancellation or transfer of the plan, at least two (2) weeks prior to your next payment.
- 5 In the event that you change your bank accounts, a "Void" cheque of your new account must be forwarded to the Village of Boyle at least two (2) weeks prior to your next payment.
- 6 For eligibility, this form must be returned to the Village of Boyle, PO Box 9 4800 - 3rd St. South, Boyle, Alberta, T0A 0M0

*The personal and financial information collected on this form is for municipal financial operations subject to Section 33c of the Freedom of Information Protection of Privacy Act.*

## SCHEDULE "G"

### INFRASTRUCTURE REPLACEMENT FEE

**THAT** Schedule "G" include the following:

- A) Infrastructure Replacement Fee – A monthly flat fee charged to each utility account. This will be a reserve fund dedicated to upgrades or replacement related to the water distribution system, sanitary sewer system, storm sewer system, and the natural gas system.
- B) This fee shall be applied to any lot that is or has been a developed serviced lot at any time.
- C) For the Aspen View Mobile Home Park this fee will be applied only when there is a mobile home or a seasonal unit on the lot.
- D) All Infrastructure Replacement Fees shall be charged as per Fee Schedule Policy 00-20.

## SCHEDULE "H"

### Other Fees Outlined in this Bylaw

**That** Schedule "H" include the following:

- A) All Other Utility Fees shall be charged as per Fee Schedule Policy 00-20.

#### **Policy 30-18-01 Gas Installation**

1. Equipment plus operator (as per fee schedule policy)
2. Labor at cost
3. Other Equipment (as per fee schedule policy)
4. Materials and supplies (including meter, regulator, and piping): cost plus 25%
5. If installation is scheduled out of business hours, the owner will contact the Village on-call employee; any additional charges will be applied.
6. Applicable Administration fees
7. All cost calculated are subject to G.S.T.
8. Frozen Ground Surcharge – 25% will be applied to equipment and operator costs for utility installations between the dates of November 1<sup>st</sup> and April 30<sup>th</sup>.

*as*  
*TS*

### Schedule "I"

#### Collection Day and Specific Routes

Collection day for Residential Garbage will be only once a week on Mondays. If Monday is a Statutory Holiday, the garbage pick-up will be Wednesday.

Residential Recycling will be every second Wednesday

Collection day for Small Business Customers (garbage pick-up and blue bag collection) will be only once a week on Mondays. If Monday is a Statutory Holiday, the garbage pick-up will be Wednesday.

### SCHEDULE "J"

#### Recyclable Materials

- a) Empty and Clean Tin Cans – No Metal Lids and No Paper Labels.
- b) Empty and Clear Bottles and Jars – No Metal Lids, No Broken Bottles, Jars or Glass.
- c) Empty and Clean Plastic Tubs and Pails – Plastic lids included but must be removed.
- d) Clear Preformed Plastic: Plastic Display Packaging from toys, electronics, and bakery, produce and hardware packages – Remove Paper and Boxboard.
- e) Empty and Clean Plastic Bottles – Plastic lids included but must be removed.
- f) Empty and Clean Plastic Shopping Bags, Bread Bags, Plastic Package Wrap, Case lot Plastic Wrap and Bubble Wrap – No Saran Film or Meat Wrap and No Crinkly Plastic.
- g) Flattened Cardboard and Boxboard (No Styrofoam)
- h) Newspaper, including Magazines, Phone Books, Can Labels, Soft Cover Books, Cookie and Sugar Bags, Glossy Brochure and Flyers.
- i) Office Paper including White and Color Ledger, NCR Paper, Envelopes, File Folders, Printer and Copier Paper, Shredded Paper, Gift Bags.

### SCHEDULE "K"

#### Solid Waste Fee Service Charges

The monthly rates for garbage collection and disposal as well as recycling shall be charged as per Fee Schedule Policy 00-20.

**SCHEDULE "L"**

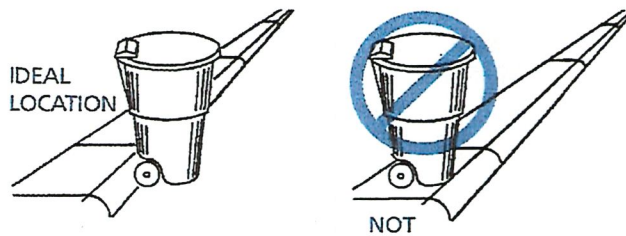
**Penalties**

First Offence:	\$ 100.00
Second Offence:	\$ 200.00

**SCHEDULE "M"**

**Front Street Recyclable Materials Collection Point**

The garbage cart shall be placed with the wheels against, or as close as possible, to the curb. The cart shall not be placed on the sidewalk. If no curb is available, the cart shall be placed along the road edge.



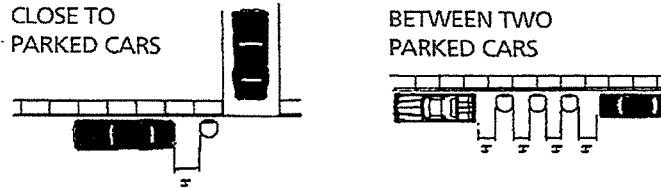
If there are snowbanks along the curb, the garbage cart can be placed out from the curb a little further. The cart shall not be placed on the snowbank.



The garbage cart should be placed no closer than 3+ feet or 1 meter from any obstacle or parked car.

*Handwritten initials and a logo.*





**Front Street Recyclable Materials Collection Point**

Recyclable materials shall be placed on the Eligible premise property as close as possible to the front sidewalk, Curb or Street

**SCHEDULE "N"**

**Specific Exemptions**

Specific Exemptions may apply for the following:

**The Collection Point:** a premise owner may apply in writing to the Solid Waste Collector if any of the following apply:

- No front street access exists for blue box or garbage cart collection.
- Terrain and grade do not permit safe handling of garbage cart or premise occupant.
- Terrain and grade do not permit safe application for blue box or garbage cart system.

**SCHEDULE "O"**

**Solid Waste Volume Limits**

**Household Waste Volume Limits:**

Each eligible premise may put out for collection 1 (one) provided for standard 240L (64 gal) garbage cart each pick-up.

**Recyclable Materials Volume Limits:**

Each eligible premise may put out for collection 1 (one) provided for Blue Box of unsorted recyclable materials, up to 2 (two) clear or blue bags of any sorted recyclable materials and 1 bundle of flattened cardboard each pick-up.

*ad*