

DISTRICT OF ELKFORD

BYLAW NO. 674

A Bylaw to Establish a System of Solid Waste Removal

Whereas the Council for the District of Elkford desires to develop a bylaw to establish, operate and maintain a system of Solid Waste removal and disposal and to establish a scale of charges for such removal and disposal;

Now therefore the Council of the District of Elkford, in open meeting assembled, enacts as follows:

Citation

1. This bylaw may be cited as the "District of Elkford Solid Waste Removal and Disposal Bylaw No. 674, 2006."

Definitions

2. In this bylaw,

"Automated Collection", means a method of collection by which a specially equipped vehicle can mechanically pick up and empty a container specifically designed for that purpose.

"Building Waste", means all waste produced in the process of constructing, demolishing, altering or repairing a building and shall include, but not be limited to soil, vegetation and rock displaced during the process of building.

"Bylaw Enforcement Officer", means the person or persons appointed by the **Council** as Bylaw Enforcement Officer for the **District**.

"Collector", means collector as defined in the *Community Charter*.

"Compost", means the soil amendment created by the natural decomposition of yard and garden waste.

"Director", means the person appointed by the **Council** as Director of Engineering and Development Services for the **District** and any person authorized by the **Director** to administer this bylaw.

"District", means the District of Elkford, and where the context so requires, the geographical area within the municipal boundaries of the District of Elkford.

"Dwelling", means a residence occupied by a single family, either permanently or temporarily, whether the residence is stationary or a mobile home or in a multiple dwelling complex with five or fewer units

"Fire Chief", means the person appointed by the **Council** as Director of Fire Protection and Emergency Services for the **District** and any person authorized by the **Fire Chief** to administer this bylaw.

"Full Service Area", means the portion of the **District** that receives full solid waste pickup and recycling facilities.

“**Hazardous Waste**”, means waste designated as such in the Hazardous Waste Regulation under the *Environmental Management Act* and as amended from time to time.

“**Health Officer**”, means a medical health officer appointed for the enforcement of the Health Act or of any other Act of British Columbia relating to public health.

“**Limited Service Area**”, means the portion of the **District** where solid waste pick up service is not offered, but that has access to recycling facilities.

“**Multiple Dwelling**”, means a building designed for residential occupation by more than one family and includes apartment houses, condominiums, rooming houses, boarding houses and row houses with six or more units within the **multiple dwelling** complex.

“**Occupier**”, means any person occupying any property within the District, and includes the owner of the property where:

- (a) the Owner is the person occupying such property, or
- (b) the property is unoccupied,

but does not include any person who is a boarder, roomer or lodger.

“**Owner**”, means owner as defined in the *Community Charter*.

“**Permanently Disabled**”, means a person with a permanent disability for which there is no remedial therapy available which would significantly lessen the disability and which is sufficiently severe that in order to manage normal daily functioning in the home in which the person resides, the person requires either extensive physical assistance or structural modifications to the home.

“**Physically Challenged**”, means a person who has physical infirmities.

“**Quarterly**”, means each consecutive period of 3 calendar months commencing January 1st of each year.

“**Recyclable Material**”, includes, but is not limited to, mixed paper, newsprint, corrugated cardboard, glass, aluminium cans and plastic milk jugs and other materials determined by the **Director** from time to time based on the nature and capacity of the District’s designated recycling facility.

“**Solid Waste**”, means any and all rejected, abandoned or discarded waste, vegetable or animal food, floor sweepings, but does not include grass, trees, hedge clippings or other garden waste.

“**Solid Waste Cart**”, means a 250-litre cart provided by the **District** that is designed to be moved to and from the collection point by an able-bodied individual and to be emptied by automated machinery.

“**Solid Waste Container**”, means a 1,136-litre solid waste container provided by the **District** and designed to be emptied by automated machinery.

“**Solid Waste Receptacle**”, means either a **solid waste cart** or a **solid waste container**.

“**Trade Premise(s)**”, means any premises in the **District** in or from which **solid waste** is generated, other than **dwellings** and **multiple dwellings**.

“**Transfer Station**”, means the Regional District of East Kootenay Transfer Station located at 6 Inkaneep Road, Elkford, B.C. and such other **solid waste** transfer stations as the **District** may establish from time to time.

"**Yard Waste**", means vegetative trimmings from yards or other landscaped areas and consisting only of leaves, grass clippings, plants, small brush and hedge clippings.

Administrative

3. There is hereby established, within the boundaries of the **District**, a system for the collection, removal and disposal of **solid waste**.
4. The **Director** will direct the days and times that collections will be made from different areas of the **District** and subject the schedule to change from time to time to accommodate statutory holidays.
5. Upon providing the **occupier** with 24 hours prior written notice, the **Director** is authorized to enter, at all reasonable times and in a reasonable manner, any land and buildings for the purposes of ascertaining whether the provisions of this bylaw are being complied with.
6. The **District** will only pick up **solid waste receptacles** provided by the **District**.
7. No person within the **District** will dispose of **solid waste**, except in accordance with the provisions of the bylaw.
8. The **District** may establish a system for the collection and removal of **yard waste**.

Duties of Occupiers

9. No person will cause or permit any loss of or damage to a **District-owned solid waste receptacle**.
10. No person will dispose of **solid waste** anywhere in the **District** other than in a **solid waste receptacle** or at a provincially approved Waste Management Centre.
11. A person who has placed **solid waste** contrary to the provisions of this bylaw will remove the waste or cause the waste to be removed upon being directed to do so by the **occupier** of the land, the **Director**, a **Health Officer**, the **Fire Chief** or a **Bylaw Enforcement Officer**.
12. If the identity of the person who placed waste on the land contrary to the provisions of the bylaw cannot reasonably be ascertained, the **occupier** of the land will remove the waste or cause the waste to be removed upon being directed to do so by the **Director**, a **Health Officer**, the **Fire Chief** or a **Bylaw Enforcement Officer**.
13. Every **occupier**, as designated by the **Director**, within the **Full Service Area** shall use the system established by this bylaw for the collection and disposal of **solid waste**, and will place the **solid waste** generated from his or her premises out for collection at those premises in accordance with this bylaw.
14. No person will cause or permit the accumulation of **solid waste** except where such **solid waste** is placed in suitable **solid waste receptacle** for collection and removal. The contents to be protected to minimize as much as possible the escape of offensive odours.
15. All **solid waste receptacles** must, at all times, be maintained in a clean and sanitary condition.
16. No **occupier** will cause or permit the contents of a **solid waste receptacle**, for which he or she is responsible, to exceed the manufacturer's rated weight limit.

17. No **occupier** will accumulate, store, or collect any bear-attractants in a manner that poses or may pose a risk to the safety of any person.
18. All **solid waste** must be bagged to prevent loose waste from becoming wind borne. The **occupier** must protect **solid waste receptacles** from spillage and promptly clean up any such spillage. Clean up will be done by the **District** staff at the charges prescribed in the Fees and Charges Bylaw and any amendments thereto, when spillage is not cleaned up within 48 hours of notice being issued by the **District**.
19. No person will place any **solid waste receptacle** in any location that in the opinion of the **Fire Chief** creates a fire hazard or endangers the life or safety of persons by impeding access to premises by firefighting apparatus or personnel.
20. Each **dwelling** will be provided with one **solid waste cart** for the sole use of the **occupier** of the residence. Should an **occupier** require another **solid waste cart** they may place their request with the **District**. Every **dwelling** is permitted a maximum of two (2) solid waste carts. Additional cost as detailed in Schedule "A," will be levied.
21. Every **dwelling** may place a maximum of two **solid waste carts** out for weekly collection.
22. **Solid waste carts** are the property of the **District** and are not to be removed from the residence by the **occupier**, or used for any purpose other than as permitted in this bylaw.
23. Every **occupier** of a **dwelling** will, on the date set for **solid waste** collection and not prior to 5 a.m., place the **solid waste cart** at or near the street in a position readily accessible by the **District** for convenient pickup. The placement of such **solid waste carts** is not to interfere with snow ploughing, snow removal or street cleaning.
24. **Solid waste carts** are not to be filled higher than the upper rim or in a manner, which prevents full closure of the lid. The **solid waste receptacle** lids must be left closed except when depositing waste in order to reduce odours and to prevent waste from being blown from the **solid waste receptacle**.
25. **Solid waste carts** are to be:
 - (a) set out in accordance with the instructions and operating policy of the **Director**;
 - (b) set out so that they will not be likely to be overturned; and
 - (c) stored on the property when not being used.
26. No **person** will place **solid waste** for pick-up with the **solid waste** of others or place **solid waste** in **solid waste receptacles** owned by others without the other owner's permission.
27. An **occupier** whose **solid waste cart** is lost, stolen or damaged due to negligence or misuse shall notify the **Director** immediately and have the **solid waste cart** replaced at the expense of the **occupier** as per Schedule "A."
28. An **occupier** within the **District**, who is **permanently disabled** or is **physically challenged** and not able to place their **solid waste cart** in accordance with *section 23* due to a physical disability, may apply to the **Director** for assistance and the **Director** may, on being satisfied that there is no able-bodied person available to assist in the placement of the **solid waste cart**, approve such assistance as may be necessary by the **District**. The **Director** may require the applicant to provide proof of disability by means of a physician's certificate. If at any time the **occupier** becomes able to comply with *section 23*, then they must immediately notify the **Director**.

29. Every **occupier** of a **trade premises** or **multiple dwelling** must provide an accessible location for **solid waste containers** to be accessed for dumping by the specially equipped vehicle. The placement of such **solid waste containers** must not interfere with snow ploughing, snow removal or street cleaning.
30. Any structure built to accommodate **solid waste containers** must be built in accordance with all relevant legislation and with approval from the **Director**.
31. Where a **solid waste container** is stored in a gated enclosure, all gates on the enclosure must be secured in an open position for solid waste collection
32. An **occupier** may keep the **solid waste container** lid locked provided that:
 - (a) the **occupier** unlocks the **solid waste container** lid for collection purposes;
 - (b) **solid waste containers** must be unlocked by 7:00 a.m. on the scheduled collection day; and
 - (c) locks must be provided by the **occupier**.The **District** will not lock or unlock the **solid waste container** lid.
33. Every **occupier** of a **trade premises** or **multiple dwelling** must ensure that the area surrounding the **solid waste containers** is kept free from snow and ice.
34. Every **occupier** of a **trade premises** or **multiple dwelling** must ensure that the area surrounding the **solid waste containers** is safe from hazards. Areas considered unsafe by the **District's** operator will not be serviced.
35. Every **occupier** of a **trade premises** or **multiple dwelling** will be provided with sufficient **solid waste containers** to accommodate the potential amount of waste generated. Should an **occupier** of a **trade premises** or **multiple dwelling** require more **solid waste containers** they may place their request with the **District**.
36. **Occupiers** of **trade premises** or **multiple dwelling** who require an occasional additional collection may arrange with the **Director** for same, at the rates provided in Schedule "A" to this bylaw.
37. No **occupier** of a **trade premises** will:
 - (a) dispose of commercial cooking grease except in a commercial cooking grease container; or
 - (b) fail to maintain a commercial cooking grease container in a clean and sanitary state.

Types of Refuse Not Collected

38. The **District** will not remove the following:
 - (a) **recyclable material**,
 - (b) highly combustible or explosive materials including but not limited to liquid or solid fuels, gunpowder, ammunition or explosives,
 - (c) compressed propane or butane cylinders, toxic or household hazardous waste including solvents, oven cleaners, paints, automotive fluids, wet cell batteries, pesticides, herbicides, or any material commonly referred to as household, commercial, or industrial hazardous waste,
 - (d) hot ashes,
 - (e) large amounts of excrement,
 - (f) any refuse not contained within a **District** supplied **solid waste receptacle**, unless by prior arrangement,

- (g) discarded furniture,
- (h) discarded automobile parts,
- (i) tires,
- (j) liquid wastes or sludge,
- (k) private vehicles,
- (l) household equipment and appliances,
- (m) tree limbs, whole shrubs or bushes, portions of hedges,
- (n) fences, gates, other permanent and semi-permanent fixtures on the premises,
- (o) **building waste**,
- (p) oil, fuel or other equipment lubricant,
- (q) discarded heavy machinery,
- (r) bi-products of manufacturing,
- (s) heavy or bulky wrapping, packaging or crating materials, and
- (t) **yard waste**.

Miscellaneous

- 39. The District may authorize a clean-up campaign in the spring of any year at which time all waste will be picked up with the exception of construction waste, **hazardous waste**, car bodies, manure and dead animals.
- 40. Christmas trees may be collected after the Christmas holiday season.
- 41. No person will convey **solid waste** on any street within the **District**, except in a properly covered receptacle, or in a vehicle which is covered with canvas or tarpaulin, or other covering so that the contents are protected from becoming wind borne or being deposited on the streets.

Fees and Charges

- 42. Every **occupier** will pay to the **District** the fees and charges for collection, removal and disposal of **solid waste** prescribed in Schedule "A" of this bylaw on or before the due date.
- 43. Rates levied under Schedule "A" for **dwellings** will be invoiced to the owner with the annual tax notice each year and will be construed as current year's taxes and will be subject to penalties and interest in the same manner as other taxes.
- 44. Rates levied under Schedule "A" for **multiple dwellings** or **trade premises** will be invoiced to the **occupier** on a quarterly basis, and the due date for payment will be the last day of the second month of the quarter in respect of which a bill has been issued.
- 45. Rates levied under Schedule "A" for the **limited service area** will be invoiced to the **occupier** with the annual tax notice each year and will be construed as current year's taxes and will be subject to penalties and interest in the same manner as other taxes.
- 46. Private contractors may dispose of **solid waste** at the **Transfer Station** at the rate prescribed by the Regional District of East Kootenay.
- 47. All amounts payable under this bylaw with the exception of the annual residential billings will bear simple interest of 2.5% calculated on quarterly billings until paid or until the end of the current year, whichever occurs first.

48. Where charges for services provided by the **District** under this bylaw remain unpaid after the 31st day of December in any year, they will be deemed to be taxes in arrears on the property in respect of which they were levied and will promptly be entered as such on the tax roll by the **Collector**.

Offence

49. Any person who contravenes any provision of this bylaw is liable upon summary conviction, to the penalties prescribed by the *Offence Act*.
50. No person shall:
- (a) fail to comply with an order made under this bylaw;
 - (b) obstruct or hinder a **District** employee or representative acting under this bylaw;
or
 - (c) fail to comply with any provision of this bylaw.

SCHEDULES

51. The schedules to this bylaw form part of this bylaw and are enforceable in the same manner as this bylaw.

SEVERABILITY

52. If any section, subsection, sentence, clause, or phrase of this bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

REPEAL

53. District of Elkford Bylaw No. 543, 1997 and all its amendments are hereby repealed, effective January 1, 2007.

READ A FIRST TIME this 13 day of November 2006.

READ A SECOND TIME this 13 day of November, 2006.

READ A THIRD TIME this 13 day of November, 2006.

ADOPTED this 27 day of November, 2006.

Mayor

Director of Corporate Services

DISTRICT OF ELKFORD**SOLID WASTE REMOVAL AND DISPOSAL BYLAW NO. 674, 2006****SCHEDULE "A"****SOLID WASTE REMOVAL CHARGES****Full Service Area****Solid Waste Cart - 250-litre**Annual Collection and Recycling Charge – one pickup per week/per **solid waste cart**

January 1, 2007	\$ 75.00
January 1, 2008	\$ 75.00

Solid Waste Container - 1136 litre

Annual Collection and Recycling Charge –

- one pickup per week/per **solid waste container**

January 1, 2007	\$ 340.00
January 1, 2008	\$ 340.00

- two pickups per week/per **solid waste container**

January 1, 2007	\$ 680.00
January 1, 2008	\$ 680.00

Replacement Cost or Cost for additional Receptacle

Solid Waste Cart - 250 litre \$ 85.00**Solid Waste Container - 1136 litre** \$ 425.00

Miscellaneous Charges

For those within the **Limited Service Area**

Recycling Fee per year \$ 26.00

Additional **Trade Premises** Collection Fee

\$100.00 (per hour)

- Minimum charge out ½ hour