

DISTRICT OF TUMBLER RIDGE

BYLAW 463

A Bylaw to Provide for the Collection and Disposal of Solid Waste

WHEREAS the Municipality may, by bylaw, establish and operate the service of solid waste collection and disposal and may regulate in respect of that service; AND WHEREAS Council may, by bylaw, impose fees and charges payable for the collection and disposal of solid waste;

NOW THEREFORE the Council of the District of Tumbler Ridge, in open meeting assembled, enacts as follows:

Service Established

1. The service of solid waste collection and disposal is hereby established in that area of the Municipality shown outlined in heavy black line on the map attached as Schedule "A" to this Bylaw.

Definitions

2. In this Bylaw:
 - (a) "Garbage" means rubbish, waste, discarded materials, ashes, floor sweepings, household waste, vegetable or animal food wastes, but does not include Recyclables, Yard Trimmings or those materials listed in section 10.
 - (b) "Garbage Collection" means the collection of Garbage by the Municipality under the provisions of this Bylaw.
 - (c) "Garbage Collection Area" means that area of the Municipality shown outlined on the map attached as Schedule "A" to this Bylaw.
 - (d) "Municipality" means the District of Tumbler Ridge.
 - (e) "Occupant" means a person occupying a Property within the Municipality and includes the registered owner of the Property where the owner is the person occupying or if the Property is unoccupied, but does not include a person who is a boarder, roomer or lodger.
 - (f) "Operations Manager" means the person appointed to that position by Council of the Municipality and includes his or her delegate.
 - (g) "Owner" means the registered owner in fee simple of a Property and includes those persons defined as "owner" in the *Local Government Act*.
 - (h) "Property" means a parcel of land in the Municipality upon which any building or group of buildings is located and includes strata lots and separately occupied or leased premises or dwelling units within a building.
 - (i) "Recyclables" means those materials described in Schedule "B" to this Bylaw.
 - (j) "Recyclables Collection Station" means a location at which the Municipality has placed receptacles for the deposit of Recyclables.
 - (k) "Special Container" means a specially designed garbage receptacle fitted with equipment that enables it to be dumped mechanically by a garbage truck.
 - (l) "Standard Garbage Container" means tightly secured plastic bags weighting no more than 75lbs when full and not exceeding 3.5 cubic feet in volume placed in a metal or plastic container with a tightly secured lid.
 - (m) "Solid Waste" means Garbage, Yard Trimmings and Recyclables.
 - (n) "Transfer Station" means the Municipality's Solid Waste transfer station located at 103 Ridge Road, Tumbler Ridge.
 - (o) "Yard Trimmings" means weeds, flowers, leaves, grass cuttings and cuttings from trees, plants and shrubbery.

General Regulations

3. Every Occupant of a Property in the Municipality which generates Solid Waste shall comply with the provisions of this Bylaw.
4. Every Occupant of a Property in the Garbage Collection Area shall use the Garbage Collection Service for all Garbage generated at that Property.
5. No person other than an employee, contractor or agent of the Municipality shall tamper with, examine or remove any Garbage placed out for collection under this Bylaw.
6. No person shall deposit or leave any Solid Waste or other discarded material on any highway, public place or land other than the land on which the Solid Waste was generated and no person shall remove Solid Waste from Property except for the purposes of disposal in accordance with this Bylaw.
7. Every Occupant of a Property shall, at least once in every week, cause all Garbage to be collected from the Property for disposal.

Recyclables and Yard Trimmings

8. Every Occupant of a Property shall collect all Recyclables generated on that Property and dispose of those Recyclables at a Recyclables Collection Station.
9. Every Occupant of a Property shall collect all Yard Trimmings generated on that Property and dispose of those Yard Trimmings at the Transfer Station, unless such Yard Trimmings are composted on that Property.

Prohibited Waste

10. No person shall dispose of or permit the disposal of any of the following materials into any Special Container or Standard Garbage Container:
 - (a) Recyclables and Yard Trimmings;
 - (b) demolition, land clearing and construction waste;
 - (c) bio-medical waste, special waste or white goods, all as defined in the *Waste Management Act*;
 - (d) waste and abandoned materials resulting from the operation of a trade or business, including boxes, packing cases, wrapping materials and sweepings;
 - (e) hot ashes and liquids;
 - (f) dead animals;
 - (g) paint as regulated under the Post Consumer Paint Stewardship Regulation to the *Waste Management Act*;
 - (h) solvents, flammables, explosives, pesticides, gasoline, corrosives, oil, oil filters, batteries and any other substance which is in any way dangerous to persons receiving or handling it; and
 - (i) vehicle tires, auto hulks or parts.

Containers

11. Every Occupant shall acquire and maintain in good order and repair a sufficient number of Standard Garbage Containers or Special Containers to store all Garbage generated on the Property until the Garbage is collected for disposal.
12. Except on a day when Garbage is collected, every Occupant shall keep all Standard Garbage Containers and Special Containers on the Property of the Occupant and protected from the weather and shall not store any such container in a location which encroaches on or projects over a highway or other public place.

13. Every Occupant shall keep all Standard Garbage Containers and Special Containers in a clean and sanitary condition and in good condition and repair.
14. Every Occupant shall keep the area on the Property used for the storage of Standard Garbage Containers and Special Containers clean, sanitary and free from ponding water and loose Garbage.
15. Every Occupant shall ensure that all Special Containers and Standard Garbage Containers have a firmly fitting lid and are at all times secured against disturbance by animals.
16. No person shall at any time use a Special Container for the disposal of Garbage other than Garbage generated on the Property on which the Special Container is located.
17. An Occupant may rent a Special Container from the Municipality for the fees set out in Schedule "C" and upon entering into the Special Container Agreement attached as Schedule "D". The Operations Manager may execute the Special Container Agreement on behalf of the Municipality.
18. Special Containers shall be placed only on a hard surface pad approved by the Municipality.

Collection Service

19. For single family dwellings and other Properties having direct street access, the Municipality will collect up to 7.0 cubic feet of Garbage contained in not more than two Standard Garbage Containers, once per week. The Operations Manager shall prepare and publish a schedule of collection days, which schedule may be amended from time to time by the Operations Manager.
20. For properties other than single family dwellings and those having direct street access, the Municipality will provide collection of Special Containers up to three (3) times per week on Mondays, Wednesdays and Fridays (excluding holidays) for the fees set out in Schedule "C".
21. Occupants of Properties using Special Containers shall pay when due all fees levied in respect of the Collection Service. Fees that are not paid when due shall bear interest at the rate of 10% per annum.
22. All Standard Garbage Containers shall be removed from their collection location and stored on the Property no later than 9 p.m. on the collection day.
23. Where the Occupant of a Property generates a greater volume of Garbage than permitted to be collected, that Occupant is responsible for disposal of the surplus Garbage.
24. For the purposes of collection, all Standard Garbage Containers shall be placed adjacent to the lane or street from which Garbage is collected for that Property. Standard Garbage Containers and Special Containers shall be readily accessible for collection between the hours of 7 a.m. and 7 p.m. on the date of collection.
25. The Occupant of a Property shall ensure that Standard Garbage Containers and Special Containers are located such that the Municipality has unobstructed and unrestricted access for the purposes of collection.
26. Where an Occupant encloses Standard Garbage Containers within a structure, the structure must be constructed with doors opening on the pick-up side so that the containers may be readily removed from the street or lane.
27. The Municipality may refuse to collect or handle Solid Waste, Standard Garbage Containers or Special Containers which do not comply with the provisions of this Bylaw.

Offence and Enforcement

28. The Municipality may suspend collection of Garbage from any Property where the Standard Garbage Container or Special Container or the location or design of the pick-up facilities are contrary to the provisions of this Bylaw. A suspension shall not relieve the Occupant of any requirements under this Bylaw or waive any fees levied pursuant to this Bylaw.
29. The Operations Manager and any bylaw enforcement officer of the Municipality is authorized to enter onto any Property at all reasonable times to ascertain compliance with the provisions of this Bylaw.

- 30. It shall be unlawful for any person to prevent, obstruct or attempt to prevent or obstruct the Operations Manager or any bylaw enforcement officer from carrying out his or her duties under this Bylaw.
- 31. Fees that are not paid may be collected by the Municipality in the same manner and with the same remedies as ordinary taxes on land and improvements and if not paid by December 31 in any year are deemed to be taxes in arrears.
- 32. Every person who violates any provisions of this Bylaw or who suffers or permits any act or thing to be done in contravention of this Bylaw or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, commits an offence under this Bylaw and shall, upon conviction, be liable to a fine or imprisonment, or both, not exceeding the amount specified in the *Offence Act*.

Severability

- 33. The provisions of this Bylaw are severable. If, for any reason, any provision is held to be invalid by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining provision of this Bylaw.

Repeal

- 34. District of Tumbler Ridge collection and disposal of garbage bylaw No. 209, 1989 and District of Tumbler Ridge collection and disposal of garbage amendment bylaw No. 375, 1996, are hereby repealed.

Citation

- 35. This Bylaw may be cited as "District of Tumbler Ridge Solid Waste Collection and Disposal Bylaw No.463, 2003".

INTRODUCED AND READ A FIRST TIME IN ITS ENTIRETY this 3rd day of March 2003.

READ A SECOND TIME 3rd day of March 2003.

READ A THIRD TIME this 3rd day of March 2003.

ADOPTED this 17TH day of March 2003.

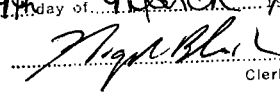


Clay Iles, Mayor



Nigel Black, Acting Chief Administrative Officer

I hereby certify that this is a true and correct copy of District of Tumbler Ridge garbage collection By-Law No. 463 as adopted by the District of Tumbler Ridge Council on the 17th day of March 2003 Signed this 19th day of March 2003


Clerk

SCHEDULE "B"

RECYCLABLES

1. Newsprint
Graded as #8 newspaper, special news de-ink quality, loose, fresh, dry, not sunburned, free from glossy magazines and paper other than newspaper.
2. Mixed Paper
Boxboard, paper shopping bags, white and coloured ledger paper, computer paper, envelopes, 3rd class mail, flyers, magazines, paperback books, catalogues, newsprint, telephone books, paper egg cartons and other 100% paper fibre products, but not pizza boxes, any mixed paper that is wet, soiled or contaminated with substances other than paper fibre.
3. Co-mingled Containers
All colours of glass and food and beverage cans and tins, all plastic bottles identified by the Society of Plastics Institute (S.P.I.) codes #1 to #7 inclusive, which are prepared by rinsing out the contents, flattening cans and plastic bottles, and removing lids, plastic neck rings and metal wraps from glass or plastic bottles or jars, plastic bags, household aluminium; but not, ceramics, Pyrex, china, porcelain, light bulbs, containers with food or food residue, paint cans, or Styrofoam.
4. Cardboard
All corrugated cardboard and box board.

SCHEDULE "C"

SPECIAL CONTAINERS

Rental and Pick-up Fees

- | | | |
|----|---|-----------------|
| 1. | Rental of Special Containers: | \$89.25/month |
| 2. | Pick-up Fee for taxable properties: | no charge |
| 3. | Pick-up Fee for non-taxable properties: | \$5.00/pick-up |
| 4. | Pick-up fee for additional pick-up on a weekday: | \$25.00/pick-up |
| 5. | Pick-up fee for additional pick-up on weekends and statutory or civic holidays: | \$50.00/pick-up |

SCHEDULE "D"

SPECIAL CONTAINER AGREEMENT

THIS AGREEMENT made the ____ day of _____, 200__.

BETWEEN:

THE DISTRICT OF TUMBLER RIDGE, 305 Founders Street,
Tumbler Ridge, BC, V0C 2W0

(the "Municipality")

AND:

(the "User")

WHEREAS:

- A. The Municipality has established a garbage collection service for a portion of the Municipality and has provided for the use and collection of Special Containers pursuant to the District of Tumbler Ridge Solid Waste Collection and Disposal Bylaw No. 463, 2003 (the "Bylaw"); and
- B. The User wishes to obtain from the Municipality a Special Container for use under the terms and conditions of the Bylaw.

NOW THEREFORE this Agreement witnesseth that in consideration of the Municipality allowing the User to use the Special Container and in consideration of the payments by the user of the fees provided for in this Agreement, the parties hereto covenant and agree each with the other as follows:

- 6. The User shall pay to the Municipality the sum of \$89.25 per month per Special Container, exclusive of goods and services tax (the "Fee"), used by the User under this Agreement.
- 7. The Fee paid by the User for the use of the Special Container is in addition to any and all Fees payable by the User to the Municipality under the terms of the Bylaw.
- 8. The Fee shall be paid in one lump sum annually in advance but should the User return the Special Container to the Municipality during that time the Municipality shall refund to the User a pro-rated portion of the Fee for all calendar months remaining that have been included in the Fee. The total annual fee shall be \$_____.
- 9. The User shall indemnify and save harmless the Municipality from any and all liability whatsoever arising out of the User's rental and use of the Special Container or the placement of the Special Container upon the User's property.
- 10. The User shall at all times keep the Special Container and its immediately surrounding area in a neat and tidy condition in compliance with the Bylaw. The Municipality shall empty the Special Container in accordance with the Bylaw and shall keep the Special Container in good repair.
- 11. Should the Special Container be damaged by any means other than the Municipality emptying the same then the User shall pay to the Municipality the cost of repairing such damage.

- 12. The User shall set aside an area on his or her Property for the location of the Special Container at a location first approved by the Municipality or at a location on Municipal property as approved by the Municipality.
- 13. The User shall not activate the Special Container lift system and shall take all steps reasonably required to ensure that no other person activates the system.
- 14. The user shall notify the Municipality if the Special Container requires emptying at any time beyond the standard schedule of the Municipality. Charges for extra collection shall be in accordance with the Bylaw.
- 15. The Special Container shall be used only for the disposal of Garbage by the Occupants of the User's property. The User's Property is located at: _____
_____.
- 16. The Special Container shall be used only for the disposal of Garbage permitted under the Bylaw.
- 17. This Agreement may be terminated at any time by the Municipality should the User fail to perform any provision herein required to be performed by him or her, or upon two (2) months written notice for any reason and the Municipality may upon such termination remove the Special Container.
- 18. This Agreement may be terminated by the User upon two (2) months written notice to the Municipality.
- 19. This Agreement shall enure to the benefit and be binding upon the parties hereto and their successors and assigns.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed this Agreement on the date set out below:

Signed, Sealed and Delivered by:

Name

Address

District of Tumbler Ridge by authorized signatory:

Operations Manager:

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed this Agreement on the date set out below:

Signed, Sealed and Delivered by:

Name

Address

District of Tumbler Ridge by authorized signatory:

Operations Manager:

