

## VILLAGE OF ANMORE

### BYLAW NO. 554-2016

A bylaw to provide a system for the collection and disposal of solid waste

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**WHEREAS** under the *Community Charter S.B.C. c26* authorizes Council to regulate, prohibit and impose requirements in relation to municipal services;

**AND WHEREAS** Council considers it desirable to regulate solid waste services in the Village of Anmore;

**NOW THEREFORE** the Council of the Village of Anmore, in open meeting assembled, enacts as follows:

#### 1. TITLE

This bylaw may be cited as “Anmore Solid Waste Management Bylaw No. 554-2016”.

#### 2. REPEAL

That “Anmore Solid Waste Management Bylaw No. 534-2014” be repealed in its entirety.

#### 3. DEFINITIONS

**Attractant** means any substance which could reasonably be expected to attract wildlife or does attract wildlife including but not limited to household refuse, kitchen waste, food products, beverage containers, barbecue grills, pet food, bird feed/feeders, diapers, grease barrels, fruit, honey, salt, oil, other petroleum products, chemical products and compost other than grass clippings, leaves or branches;

**Automated Collection** means the collection of solid waste using a specially designed vehicle with mechanical apparatus which empties a collection cart directly into the vehicle without requiring manual labour to empty the cart;

**Bear Locks** means a locking device installed on collection carts to protect carts and their contents from wildlife.

**Bio-Medical Waste** means material that is prescribed as “bio-medical waste” by the *Environmental Management Act*;

**Building and Demolition Waste** means all earth, debris, rocks, trees, stumps, building materials and anything originating from the construction or demolition of buildings and structures;

**Enforcement Officer** means a bylaw enforcement officer, a conservation officer, a police officer or a WildSafe BC program staff member;

**Collection Cart** means garbage or kitchen waste and yard waste containers for automated collection that is owned by the Village and loaned to an owner who receives curbside collection;

**Collection Crew** means the contractor and its employees and any other person authorized by the Village to provide services pursuant to this bylaw;

**Commercial Use** means a use providing for the sale of goods and services;

**Dwelling Unit** means a self-contained residential unit intended for the sole use of family living in either a manufactured home, single-family or two-family home;

**Garbage** means all solid waste eligible for regular disposal excluding recyclables and kitchen waste and yard waste;

**Kitchen Waste** means meats, fish, bones, seafood shells, vegetable peelings and seeds, fruit peelings and seeds, eggshells, pasta, rice, baked goods, desserts, dairy, butter, sauces, food-soiled papers such as pizza boxes, ice cream cartons, papers plates and napkins, coffee grounds and coffee filters, tea bags and tea leaves, and similar products as approved for disposal by the Village from time to time;

**Land Clearing Waste** means all earth, debris, rocks, trees, stumps and anything else originating from land clearing for development purposes;

**Operations Superintendent** means the Operations Superintendent for the Village of Anmore;

**Noxious Waste** means any matter or thing natural or manmade, that may be germ or vermin infested, have an offensive odour, be explosive in itself or when mixed with other substances or be injurious to the health of a person handling it and without limitation, acids or other corrosive materials and combustible materials;

**Occupier** means a person or persons residing at a residence;

**Owner** means the person(s) whose name appears on the title of property at the Land Titles Office;

**Person** includes an individual, business, corporation or partnership;

**Parcel** means any lot, block or other area in which land is held or into which it is subdivided, including strata and bare land strata complexes and individual strata lots;

**Recyclables** means all materials approved for collection by Multi Material BC;

**Scavenge** means to separate or remove materials from solid waste which has been set out for collection;

**Secondary Suite** means a dwelling unit that is ancillary and subordinate to another dwelling unit, such as a basement or attic suite;

**Solid Waste** means garbage, kitchen waste and yard waste eligible for regular disposal excluding recyclables;

**Special Waste** means material that denotes a regulation as “special waste” by the *Environmental Waste Management Act*;

**Village** means the Village of Anmore;

**Wildlife** means birds and any mammals not normally domesticated, including but not limited to bears, cougars, coyotes, wolves, foxes, racoons and skunks;

**Yard Waste** means weeds, plants, leaves, ashes, sawdust, grass, hedge and plant clippings, twigs, branches three inches or less in diameter and less than 40 inches long and may include Christmas trees free of tinsel and chemical sprays, cut to suit, but does not include any land clearing;

#### **4. COLLECTION AND DISPOSAL SERVICE**

4.1 Every Owner and Occupier of a Parcel containing at least one Dwelling Unit shall make use of the Solid Waste Disposal Services provided by the Village.

4.2 Every Commercial Use property shall make use of the Solid Waste Disposal Services provided by the Village.

4.3 Notwithstanding the charges for service pursuant to section 5 of this bylaw, the Village shall loan to the Parcel;

(a) one 240L Garbage Collection Cart and one 240L Kitchen Waste and Yard Waste Collection Cart for a Parcel containing one Dwelling Unit;

(b) one 360L Garbage Collection Cart and one 240L Kitchen Waste and Yard Waste Collection Cart for a Parcel containing a Dwelling Unit with a Secondary Suite;

(c) one 120L Garbage Collection Cart and one 240L Kitchen Waste and Yard Waste Collection Cart for a Commercial Use property.

#### **5. VILLAGE SERVICES**

5.1 The Village shall provide the following services by way of Automated Collection to each Parcel under sections 4.1 and 4.2:

(a) Garbage collection every other week;

(b) Kitchen Waste and Yard Waste collection every week.

5.2 The frequency of the provision of the collection services under section 5.1 is subject to change from time to time due to statutory holidays, as determined by the Operations Superintendent.

- 5.3 The Village's collection services listed under section 5.1 is limited to the applicable number and size of Collection Carts supplied.
- 5.4 An owner of a Parcel receiving services under this bylaw may apply to increase the size of a Collection Cart by submitting a written request to the Operations Superintendent. Additional fees, where applicable, will apply.

## **6. DUTIES OF OWNERS AND OCCUPIERS**

- 6.1 Every Owner or Occupier of a Parcel that receives Solid Waste Services from the Village shall:
- a) Shall keep on the Parcel at all times all Collection Carts supplied to the Parcel;
  - b) Place all solid waste intended for collection in Collection Carts;
  - c) Separate solid waste for collection into appropriate Collection Carts as designated;
  - d) Notify the Operations Superintendent if a Collection Cart is damaged or a cart is stolen;
  - e) Maintain all Collection Carts supplied to the Parcel in a clean and sanitary condition at all times;
  - f) Maintain all Collection Carts as received without modifying the carts or their components;
  - g) On collection day, the collection carts must be placed on the driveway of the parcel as near as possible to the travelled portion of the road no earlier than 5:30 a.m. and no later than 7:00 a.m. and ensure that all bear locks are unlocked and that the collection carts do not impeded pedestrian traffic;
  - h) ensure that all Bear Locks are re-locked and all Collection Carts are returned to their storage area by no later than 10:00 p.m. on collection day;
  - i) Take steps to secure their Collection Carts against theft or damage. If a Collection Cart is stolen or damaged due to the neglect of an Owner or Occupier, reimburse the Village for its costs of replacing or repairing the cart within 30 days of receiving an invoice;
  - j) Ensure that all assigned Collection Carts are accessible for inspection by the Village;
  - k) Keep the Collection Carts supplied to the Parcel with the lid securely closed and locked, except to deposit waste or allow for collection and disposal;
  - l) Ensure that only solid waste eligible for regular disposal is deposited in the garbage Collection Cart;
  - m) Ensure that only recyclable materials are deposited in the recycling Collection Cart and that such materials are clean and dry;
  - n) Ensure that only kitchen and yard waste is deposited in the kitchen and yard waste Collection Cart;
  - o) Ensure that solid waste has been drained of all liquid and that waste such as ashes, sawdust and other such items are separately contained within the cart;
  - p) Set out only the amount of waste that will fit into a Collection Cart with the lid closed and so as not to exceed the weight limit specified on the cart;

- q) Dispose of excessive solid waste to the appropriate waste facility;
- r) Clean up spillage originating from Collection Carts;
- s) No Owner, Occupier, or other person shall keep any Attractant on their premises in such manner as to be accessible to Wildlife, and without limiting the generality of the foregoing, every Owner, Occupier, or other person shall ensure that:
  - i. all fruit is removed within three (3) days;
  - ii. bee hives and bird feeders are inaccessible to Wildlife;
  - iii. petroleum products including grease and motor oil are inaccessible to Wildlife;
  - iv. outdoor refrigerators or freezers are either inaccessible to Wildlife or securely locked to prevent access by Wildlife;
  - v. Wildlife Attractants, including but not limited to meat, bones, dairy, and oil, are not put into compost piles.

6.2 If an Owner or Occupier of any Parcel has not complied with section 6.1 or other relevant sections contained in this bylaw, the Village's Collection Crew need not collect any Solid Waste from said Parcel.

## **7. ACCESS TO PARCEL AND COLLECTION CARTS**

7.1 An officer or employee of the Village may enter onto any property in accordance with section 16 of the *Community Charter S.B.C. c26* to inspect and determine whether this bylaw is being met.

7.2 An Enforcement Officer may enter onto property if Wildlife poses a threat.

7.3 A Person must not interfere with, hinder or obstruct an officer or employee of the Village in the exercise of the performance of their duties or functions.

## **8. COLLECTION OF OTHER WASTES**

8.1 The Village will not provide for the collection and disposition of any wastes other than Solid Waste or Kitchen Waste and Yard Waste. It is the responsibility of any Owner or Occupier to provide for the legal collection and disposition of any other waste products including without limitation, Bio-Medical Waste, Building and Demolition Waste, Land Clearing Waste, Noxious Waste and Special Waste.

8.2 Bio-Medical Waste and Special Waste must be disposed of by an Owner or Occupier in accordance with all applicable Federal and Provincial environmental legislation, including without limitation, the provisions of the *Waste Management Act, S.B.C. 1982, c 41* and regulations made hereunder.

## **9. GENERAL PROHIBITIONS**

9.1 No Person other than an Owner or Occupier of a Parcel to whom a Collection Cart has been issued, or a Collection Crew, shall remove the cover from the said Collection Cart or remove or disturb the said Collection Cart or the contents thereof.

9.2 No Person shall Scavenge Solid Waste from a Collection Cart.

**10. FEES AND CHARGES**

10.1 All Owners receiving the Solid Waste Collection Service shall be charged the fees set out in Schedule "A" of this bylaw which will be included on the annual fall utility notice and shall be payable by the due date.

10.2 A 10% penalty will apply to all fees left unpaid after the due date.

10.3 Any fees not paid by December 31 of the year in which it is payable shall be treated as taxes in arrears and shall be collected in the same manner and with the same remedies as property taxes.

10.4 Upon issuance of an occupancy permit for a building to be serviced under this bylaw, the Owner of a Parcel shall purchase one Garbage Collection Cart and one Kitchen Waste and Yard Waste Collection Cart and pay, in advance, the per diem rate under Schedule "A" for the balance of the year. Collection Carts will be delivered by an employee of the Village within 15 days of payment.

**11. ENFORCEMENT AND IMPLEMENTATION PROVISIONS**

11.1 This bylaw maybe enforced by the Chief Administrative Officer, the Operations Superintendent, Enforcement Officer, or delegate(s), who may be assisted by other employees of the Village.

11.2 A Person who:

- (a) contravenes, violates or fails to comply with any provision of this bylaw;
- (b) fails or neglects to do anything required to be done under this bylaw; or
- (c) suffers or allows any action or thing to be done in contravention of this bylaw, or any notice or direction made under this bylaw;

commits an offence and where the offence is a continuing one, each day that the offence is continued constitutes a separate offence.

11.3 A Person convicted of an offence under this bylaw is liable to pay a fine of up to a maximum \$10,000.00 if prosecuted under the *Offence Act*.

11.4 Recurring non-compliance of any provision of this bylaw that may affect the integrity of the Solid Waste Collection System may result in suspension of the service pursuant to the *Community Charter, S.B.C. c26*.

11.5 Persons deemed to be in non-compliance will be provided reasonable notice of the suspension and will have opportunity to make representation to Council pursuant to the *Community Charter, S.B.C. c26*.

**12. SCHEDULES**

12.1 That Schedules "A" and "B" are attached hereto and forms part of this bylaw.

**READ** a first time this 18th day of October, 2016

**READ** a second time this 18th day of October, 2016

**READ** a third time this 18th day of October, 2016

**RECONSIDERED, FINALLY PASSED AND ADOPTED** this 1st day of November, 2016

**J. McEWEN**

\_\_\_\_\_  
Mayor

**C. MILLOY**

\_\_\_\_\_  
Manager of Corporate Services

Certified a true and correct copy of "Anmore Solid Waste Management Bylaw No. 554-2016".

**November 1, 2016**

\_\_\_\_\_  
Date

**C. MILLOY**

\_\_\_\_\_  
Manager of Corporate Services

**SCHEDULE "A"****1. Domestic Waste**

- (a) Purchase of Collection Carts are the responsibility of the property owners. Ownership is transferred to the Village for wear and tear maintenance and replacement. Each property shall have two Collection Carts, one for Garbage and one for Kitchen Waste and Yard Waste.

|                          | <b>120 Litre</b> | <b>240 Litre</b> | <b>360 Litre</b> |
|--------------------------|------------------|------------------|------------------|
| Collection Cart Purchase | \$131.00         | \$137.00         | \$142.00         |

- (b) All owners will receive an annual utility notice and shall be payable by the due date which will be no less than 21 days from the date of mail out.

|                               |                                   |
|-------------------------------|-----------------------------------|
| January 1 – December 31, 2016 | \$251.00 for two Collection Carts |
|-------------------------------|-----------------------------------|

- (c) Upon issuance of an occupancy permit for a building that will be serviced by this bylaw shall pay in advance \$0.69 per day for the remainder of the year.

- (d) Replacement or repair of Garbage Collection Carts or Kitchen Waste and Yard Waste Collection Carts due to damage by Wildlife or anyone other than the Collection Crew will be invoiced to the Owner at the following rates:

|                             | <b>120 Litre</b>      | <b>240 Litre</b> | <b>360 Litre</b> |
|-----------------------------|-----------------------|------------------|------------------|
| Collection Cart Replacement | \$131.00              | \$137.00         | \$142.00         |
| Collection Cart Repair      | \$15 / per occurrence |                  |                  |
| Bear Lock Replacement       | \$10 / per occurrence |                  |                  |

An Owner will not be invoiced for the first occurrence within a two (2) year period.

- (e) Owner or Occupiers in contravention of this bylaw may be fined in as per the below.

|                         |         |
|-------------------------|---------|
| 1 <sup>st</sup> Offence | Warning |
| 2 <sup>nd</sup> Offence | \$50    |
| 3 <sup>rd</sup> Offence | \$100   |
| 4 <sup>th</sup> Offence | \$150   |



**SCHEDULE "B"**

**APPLICATION FOR SERVICE LEVEL CHANGE  
FOR SOLID WASTE COLLECTION**

Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

| <b>TYPE OF COLLECTION CART</b>               | <b>SIZE (LITRE)</b> | <b>COLLECTION CARTS I CURRENTLY HAVE:</b> | <b>I WISH TO CHANGE MY CARTS TO:</b> |
|--|---------------------|---|--------------------------------------|
| Garbage Collection Cart                      | 120                 | _____                                     | _____                                |
|  | 240                 | _____                                     | _____                                |
|  | 360                 | _____                                     | _____                                |
| Kitchen Waste and Yard Waste Collection Cart | 120                 | _____                                     | _____                                |
|  | 240                 | _____                                     | _____                                |

I agree that any fees as required in Bylaw No. 534-2014 will be paid for the services provided:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

You may fax this application to the Village Hall at 604-469-0537 or drop it off at the Village Hall, 2697 Sunnyside Road, during normal office hours – 8:30 a.m. to 4:00 p.m. Monday to Friday.