

VILLAGE OF GOLD RIVER

Bylaw No. 612, 2001

A bylaw to establish, operate and maintain a system
for the collection and disposal of solid waste.

WHEREAS pursuant to the *Local Government Act*, RSBC 1996, Chapter 323, the Council may, by bylaw, establish the rates, terms and conditions under which solid waste may be collected and disposed of, and further may provide for the classification of users and prescribe different rates, terms and conditions for different users;

NOW THEREFORE, the Council of the Village of Gold River in open meeting assembled, enacts as follows:

1. In this Bylaw unless the context otherwise requires,

‘Construction Debris’ shall mean wood products, gyproc, stucco, asphalt shingles and concrete used in the construction or renovation of buildings.

‘Controlled Waste’ shall mean materials which, because of their inherent nature and quantity, may require special handling and disposal techniques to avoid creating health hazards, nuisances or environmental pollution. Controlled Waste includes but is not limited to:

- a) construction debris;
- b) appliances;
- c) motor vehicles;
- d) soil containing trace levels of petroleum products or greases;
- e) concrete;
- f) land clearing debris including stumps, limbs (larger than 8" diameter), rocks and soil but does not include Yard Waste, Solid Waste or Prohibited Waste;

- g) scrap metal;
- h) cooking oils or greases from commercial establishments.

‘Council’	shall mean the Council of the Village of Gold River.
‘Depot or Transfer Station’	shall mean the property maintained and operated by the Council or the Regional District of Comox-Strathcona for the disposal of Solid Waste, Controlled Waste, Construction Debris, Yard Waste and Recyclables.
‘Dwelling’	shall mean a single family residence occupied by a single family either permanently or temporarily, whether the residence is permanently affixed to the land or a mobile unit.
‘Multiple Dwelling’	shall mean a structure or building designed for independent occupation by more than one family and includes a duplex, fourplex, apartment house, condominium complex, hotel, rooming house, boarding house and auto court.
‘Occupier’	shall mean an occupier as defined by the <i>Local Government Act</i> , but for the purposes of this Bylaw includes the agent of the occupier.
‘Owner’	shall mean owner as defined by the <i>Local Government Act</i> but for the purposes of this Bylaw includes the agent of the owner.
‘Prohibited Waste’	shall mean ignitable waste, radioactive waste, and special waste as defined in the <i>Special Waste Regulation BC Reg. 63/88</i> .
‘Receptacle’	shall mean a plastic or galvanized iron container not greater than 16 inches in diameter or 30 inches in depth and not exceeding 125 litres in volume, with a watertight cover and handles.

‘Recyclables’	shall mean cardboard, box board, glass food and glass beverage containers, metal or tin food and beverage containers, newspapers and magazines.
‘Solid Waste’	shall mean refuse suitable for landfilling but does not include Prohibited Waste, Recyclables, Controlled Waste, Construction Debris or Yard Waste.
‘Superintendent’	shall mean the Superintendent or Assistant Superintendent, Administrator or any employee designated by the Administrator acting on behalf of the Village.
‘Trade Premises’	shall mean any building, buildings or complex of buildings used for work, dispensing of services, or institutional, commercial or manufacturing purposes but does not include a Dwelling or Multiple Dwelling.
‘Village’	shall mean the Village of Gold River.
‘Village Container’	shall mean a container provided by the Village for use or rent by Owners and Occupiers of Trade Premises for the containment of Solid Waste.
‘Waste Collector’	shall mean the employee or employees of the Village having the duty of collecting Solid Waste within the boundaries of the Village.
‘Yard Waste’	shall mean prunings and tree limbs less than 8” in diameter, grass clippings and leaves.

2. Waste Collection

- a) A system of Solid Waste collection from a Dwelling, Multiple Dwelling and Trade Premises is established and shall be operated and maintained within the Village boundaries in accordance with this Bylaw.

- b) A Depot/Transfer Station is established for the collection and transfer of Solid Waste, Construction Debris, Controlled Waste, Yard Waste and Recyclables.

3. No person within the boundaries of the Village:

- a) shall dispose of Recyclables, Solid Waste, Yard Waste or Controlled Waste except in compliance with the provisions of this Bylaw.
- b) without restricting the generality of the foregoing, shall place or cause to be placed any Recyclable, Solid Waste, Controlled Waste, Yard Waste or Prohibited Waste in any public or other open place.
- c) being an Owner or Occupier of a Dwelling, Multiple Dwelling or Trade Premises within the Village boundaries, shall neglect or refuse to use the collection and disposal system established by the Village pursuant to this Bylaw.

TERMS AND CONDITIONS OF COLLECTION AND DISPOSAL SERVICE

4. Every Owner or Occupier of a Dwelling or Multiple Dwelling shall:

- a) be limited to no more than two (2) Receptacles for pick up on any collection day.
- b) provide and maintain in a sanitary condition and in good repair sufficient Receptacles to contain not more than one (1) week's accumulation of Solid Waste and shall not contain Recyclables, Controlled Waste, Yard Waste or Prohibited Waste.
- c) place Receptacles at the curbside.
- d) not place Solid Waste exceeding 18 kgs. per receptacle.

5. Every Owner or Occupier of a Trade Premises utilizing Village Collection and Disposal Services shall:
 - a) rent a Village Container on the terms and conditions prescribed in Schedule "C", sufficient number to contain not more than one (1) week's accumulation of Solid Waste and shall not contain Recyclables, Controlled Waste, Yard Waste or Prohibited Waste.
 - b) enter into a contract/agreement with the Village for weekly pickups as prescribed in Schedule "D".
6. The Superintendent may perform random curbside checks of the contents of a Receptacle or Village Container to ensure that Receptacles and Village Containers contain only Solid Waste.
7. No materials other than Solid Waste shall be placed in Receptacles or Village Containers for collection by the Waste Collector.
8. Provided the Superintendent has granted approval, Solid Waste, Controlled Waste, Recyclables and Yard Waste shall be deposited by an Owner or Occupier at the Depot or Transfer Station in areas designated by signposts.
9. Provided the Superintendent has granted approval, Prohibited Waste shall be deposited by an Owner or Occupier at the Depot or Transfer Station in areas designated by signposts.
10. Before 7:30 a.m. on the day set for collection, every Owner or Occupier shall place Receptacles and Village Containers at a readily recognizable entrance to his or her lands or premises at the roadside or near the street in a position readily accessible to the Waste Collector for convenient handling. At all other times, every Owner or Occupier shall keep all Receptacles and Village Containers in a suitable place within the boundaries of his or her lands or premises.
11. The Village Council shall establish the frequency of collection and the Superintendent shall designate the days for collection and shall post a schedule for collection on the notice board at the

Municipal Hall and may other wise notify the Owners or Occupiers of property within the boundaries of the Village.

12. Every Owner or Occupier shall keep Receptacles and Village Containers accessible for inspection by the Superintendent at all reasonable hours. The Superintendent may condemn any Receptacle or Village Container as unfit and in such a case, the Waste Collector shall remove the Receptacle or Village Container and the Owner or Occupier shall forthwith provide, at their cost, a suitable and sanitary Receptacle or forthwith obtain a sanitary Village Container from the Village.
13. No person shall put in or allow liquid to accumulate in any Receptacle or Village Container and all Receptacles and Village Containers shall be kept covered with watertight lids.
14. No person shall put in the Receptacle or Village Container solids, gases or liquids which might adhere to the Receptacle or Village Container without first separating, wrapping or disposing of the materials in individual wrappings.
15. No person shall place ashes in noncombustible Receptacles or Village Containers without first separating them from other waste or inflammable material.
16. No person shall place or mix with any material intended for removal as Solid Waste any explosive, volatile, corrosive or dangerous chemicals or any other material dangerous to the health or safety of the employee or contractor of the Village.

FEES AND CHARGES

Dwellings

17. Every Owner or Occupier of a Dwelling or Multiple Dwelling shall pay to the Village for the Solid Waste collection and disposal service, the fees and charges prescribed in Schedule "A" of this Bylaw.

18. These fees and charges shall be billed to the Owner or Occupier by being charged on the Owner or Occupier's annual real property tax notice and are collectable as if they were taxes.
19. Charges in arrears shall be treated as taxes in arrears and recoverable in accordance with Section 376 of the *Local Government Act*.

Trade Premises

20. Every Owner or Occupier of a Trade Premise shall pay to the Village for Solid Waste collection and disposal services and the rental of a Village Container, the fees and charges prescribed in Schedule "A" of this Bylaw.
21. These fees and charges shall be billed quarterly in each year and shall be due and payable within thirty (30) days of the date of the billing.
22. Charges in arrears shall be treated as taxes in arrears and recoverable in accordance with Section 376 of the *Local Government Act*.

Depot or Transfer Station

23. Every person depositing Solid Waste, Construction Waste, Controlled Waste, Yard Waste, Recyclables or Prohibited Waste of the type and specification set out in Schedule "A" at the Depot/Transfer Station shall pay the Village the applicable charges as set out in Schedule "A" of this Bylaw and no persons shall deposit Solid Waste, Construction Waste, Controlled Waste, Yard Waste, Recyclables or Prohibited Waste at the Depot/Transfer Station without paying such applicable charges.
24. The weight of Solid Waste and Construction Waste for the purposes of this Bylaw shall be determined by subtracting the weight of the vehicle transporting the Waste after the deposit of such Waste at the Depot/Transfer Station, from the weight of the vehicle immediately prior to such

deposit. Vehicles shall be weighted at the Depot/Transfer Station on scales provided by the Village.

25. a) In the event that the scales provided at the Depot/Transfer Station are not operational, the weight shall be estimated by the employee of the Village at the Depot/Transfer Station.
- b) In the event of traffic congestion, excepting for municipal waste collection vehicles, the weight shall be estimated by the employee of the Village at the Depot/Transfer Station.
26. All charges payable under this Bylaw shall be paid in cash or by cheque to the employee of the Village designated for this purpose immediately upon the determination of the weight of the Solid Waste or Construction Waste deposited at the Depot/Transfer Station.
27. Notwithstanding Section 26 above, persons depositing Solid Waste or Construction Waste at the Depot/Transfer Station on a regular basis may apply to the Village for credit and if credit is granted to that person then credit may be extended with respect to payment of charges imposed under Schedule "A" on condition that:
 - a) payment in full shall be received by the Village within 30 days of the last day of the month for which an invoice has been submitted. The Village will invoice monthly and the invoice amount will be based on the total quantity of Solid Waste and Construction Waste delivered to the Depot/Transfer Station during the preceding month and the rates set out in Schedule "A".
 - b) the Village reserves the right to cancel, upon 5 days notice, the credit offered herein for late payment, non-payment or other justified cause as determined by the Village.

GENERAL

28. If a Trade Premises or Multiple Dwelling uses more than two (2) Receptacles, then the Superintendent may require the Owner or Occupier to rent a Village Container on the terms and conditions prescribed in Schedule "C" and for the fees and charges prescribed in Scheduled "A".
29. The Village may suspend collection of Solid Waste where the Receptacle or Village Container or location or design of pick up facilities are contrary to the provisions of this Bylaw, but such suspension shall not relieve any person from the requirements of any charges or rates levied under the provisions of this Bylaw.

PENALTIES

30. Every person who contravenes the Bylaw, by doing any act that the Bylaw forbids, or omitting to do any act that the Bylaw requires to be done, commits an offence and is punishable in accordance with the *Offence Act* and is subject to the penalties prescribed in Schedule "B".

SEVERANCE

31. If a section, subsection, sentence, clause or phrase of this Bylaw is for any reason found to be invalid by the decision of a court in competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Bylaw. Schedules "A", "B", "C" and "D" inclusive of the Bylaw which are attached hereto form part of this Bylaw.

REPEAL

32. The Village of Gold River Solid Waste and Recyclables Collection and Disposal Bylaw No. 550, 1996 is hereby repealed.

CITATION

33. This Bylaw may be cited as "Village of Gold River Trade Waste and Garbage Bylaw No. 612, 2001.

34. This Bylaw shall become effective June 30, 2001.

READ A FIRST AND SECOND TIME THIS	17 TH	DAY OF	APRIL	2001.
READ A THIRD TIME THIS	7 TH	DAY OF	MAY	2001.
ADOPTED THIS	9 TH	DAY OF	MAY	2001.



D. Crawford

MAYOR



L. Plourde

CLERK

VILLAGE OF GOLD RIVER

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SCHEDULE "A"

Scale of Charges

Collection Charges

Fees and Charges

Dwellings

\$ 143.00 year

Multiple Dwellings

\$ 143.00 year

Trade Premise without Village Container

\$ 2.75 for each receptacle

Solid Waste not contained in approved receptacle or Village Container

\$ 15.00 per pick up

Trade Premise with Village Container

1 cubic yard container

\$ 6.00 per call

2 cubic yard container

\$ 10.00 per call

3 cubic yard container

\$ 14.00 per call

Container Rental Charges

1 cubic yard container	\$ 20.00 per month
2 cubic yard container	\$ 25.00 per month
3 cubic yard container	\$ 30.00 per month

Depot or Transfer Station Disposal Fees

Solid Waste	\$70.00/tonne \$ 3.50 minimum charge
Construction Waste	\$ 70.00/tonne \$ 3.50 minimum charge
Motor Vehicle	\$ 23.00 per vehicle
White Goods	\$ 5.00 per unit
Yard Waste	no charge

Recycling facilities are provided for selected commodities, which may be accepted free of charge when placed in containers provided.

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SCHEDULE "B"

Penalties

Residential

First Offence: Written warning hand delivered or registered mail.

Second Offence: \$50.00 penalty

Third Offence: \$100.00 penalty

Thereafter: \$200.00 penalty

Commercial, Industrial and Institutional

First Offence: Written warning hand delivered or registered mail.

Second Offence: \$500.00 penalty

Third Offence: \$1000.00 penalty

Thereafter: \$2000.00 penalty

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SCHEDULE "C"

Terms and Conditions for Use or Rental of Village Containers

The terms and conditions for use or rental of Village Containers by Owners or Occupiers of real property shall be established as follows:

- a) The Village Containers shall only be used for the purpose of storing Solid Waste and shall not contain Controlled Waste, Yard Waste, Recyclables or Prohibited Waste.
- b) The records of the Village of services performed by the Village in servicing and emptying the Village Containers shall be conclusive and only the Village shall service and empty the Village Containers.
- c) Any contract made hereunder shall be subject to the rights of the Village to suspend or abandon its practice of supplying the Village Containers and services at any time and without notice or liability for any loss of damage thereby caused the Owner or Occupier. Any contract made hereunder may be terminated by the Owner or Occupier upon forty-eight (48) hours notice given to the Superintendent.
- d) The Owner or Occupier shall not be relieved of his obligation to observe the requirements of the *Public Health Act*. The Owner or Occupier shall be liable for the maintenance of the Village containers while on his or her premises in a condition not noxious or offensive or dangerous to the public health.

- e) The Owner or Occupier shall contract for the sufficient Village Containers as in the opinion of the Village are necessary to contain all their Solid Waste and shall not suffer or cause any Village Container to hold contents weighing more than 200 kg.
- f) The Owner or Occupier shall be liable to reimburse the Village for the cost of repairing any damages suffered by any Village Containers in the Owner's or Occupier's possession not caused by the Village's servants or equipment or by reasonable wear and tear and upon termination of the agreement shall deliver all Village Containers to the Village in good condition subject only to the exceptions aforesaid.
- g) The Owner or Occupier shall keep the Village Containers in such part of the Owner or Occupier's premises as the Village may require and make them available for inspection by the Superintendent or Waste Collector at all reasonable times. The Owner or Occupier shall provide a loading area for the Village Containers from which they can be emptied safely, conveniently and without delay into the vehicles of the Village used for transporting Solid Waste and if not kept in such a location permanently, the Village Containers shall be placed thereon in due time for pickup by the Village.
- h) The Owner or Occupier shall not use or cause, suffer or permit to be used any Village Container in their possession for the storage or disposal of any substance considered by the Village to be dangerous or harmful to life or property, unduly noxious, or likely to damage the said container other than for purposes of this Bylaw.
- i) The Village shall not be liable for any damage suffered or costs incurred by the Owner or Occupier by reason of the failure of the Village to supply any Village Container or service hereunder at any particular time or at all.

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SCHEDULE "D"

Garbage Contract/Agreement

The applicant hereby applies to the Village of Gold River to rent from and have serviced by the Village, the container herein described. The applicant will be responsible for all charges and is subject to, the terms and conditions set forth in the current Solid Waste Bylaw. It is understood and hereby agreed to, by the applicant, that delivery of the container will constitute the acceptance of this application. Any changes to this agreement must be made in writing and submitted to The Village Office.

APPLICANT

Name: _____

Address: _____

Container to be located at: _____

DESCRIPTION OF CONTAINERS & PICK-UPS:

GARBAGE CONTAINER FOR SOLID WASTE:

_____ containers @ \$_____ per container, per month

Pick-Up Schedule: _____ At a charge of \$_____ per pick-up, bi-weekly.

THIS CONTAINER IS FOR SOLID WASTE ONLY; RECYCLABLES, CONSTRUCTION DEBRIS, CONTROLLED WASTE, YARD WASTE AND PROHIBITED WASTE ARE NOT TO BE DEPOSITED INTO THIS BIN. RECYCLABLES INCLUDE, CARDBOARD, BOX BOARD,

GLASS FOOD AND GLASS BEVERAGE CONTAINERS, METAL OR TIN FOOD AND BEVERAGE CONTAINERS, NEWSPAPERS AND MAGAZINES. IF RECYCLABLES ARE FOUND WITHIN YOUR BIN, IT WILL BE CONSIDERED CONTAMINATED AND YOU WILL BE CHARGED DOUBLE FOR THE PICK-UP. YOUR FAILURE TO COMPLY MAY RESTRICT FUTURE PICK-UPS.

ADDITIONAL GARBAGE:

Garbage left outside of containers will be picked up by the crew. In accordance with Bylaw 612, 2001 a charge of \$15.00 will be applied for each pick-up for waste not properly contained within the container.

TERMINATION:

The Village of Gold River may terminate this agreement with 30 days notice, or immediately, if the customer is found to violate any terms of this agreement, or of the current Solid Waste Bylaw.

APPLICANT:

I have read, and fully understood the regulations contained within this Agreement and agree to abide by these regulations.

Date: _____

Authorized Signature

Approved and issued by _____ on behalf of the Superintendent of Public Works for the Village of Gold River.