# THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

## BY-LAW NO. 2024-035

## WASTE MANAGEMENT BY-LAW

**WHEREAS,** Section 11 (3) of the *Municipal Act, 2001* S.O. 2001, Chapter 25, as amended provides that a municipality may pass by-laws respecting matters within certain spheres of jurisdiction, including waste management;

**AND WHEREAS**, Section 391(1) of the of the *Municipal Act, 2001* S.O. 2001, Chapter 25, as amended provides that a municipality may impose fees or charges on persons,

(a) for services or activities provided or done by or on behalf of it;
(b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board;
(c) for the use of its property including property under its control;

**AND WHEREAS,** the Council of the Corporation of the Township of Drummond/North Elmsley deems it expedient to pass a by-law setting out new policies and procedures for the collection, removal and disposal of waste in the Township;

**NOW THEREFORE BE IT RESOLVED THAT,** the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

### 1. DEFINITIONS

For the purposes of this by-law:

**1.1 Common Collection Area** – shall mean any areas for residents, living on inaccessible roads to set out waste and recycling on their designated collection day where it is to be collected. Common Collection Areas could be year-round or seasonal.

**1.2 Enclosed Garbage Container –** shall mean a suitable container sufficient to prevent the entry of water, rain, flies, animals and the escape of noxious odors.

**1.3 Garbage** – shall mean any waste that is not recycled or composted.

**1.4 Household Hazardous Waste –** shall include but is not limited to materials that are, corrosive, flammable, explosive or poisonous.

**1.5 Landfill Operators/ Waste Site Attendant** – shall mean all Drummond/North Elmsley Public Works staff and waste collection contractors.

**1.6 Municipal Office –** shall mean the Drummond/North Elmsley Municipal Office located at 310 Port Elmsley Road.

1.7 **Resident** - shall include and mean any occupant, owner, lessee, tenant or employee thereof of any property in the Township.

1.8 **Residential Property** - shall mean those properties assessed as residential but does not include properties assessed as residential due to commercial or industrial vacancies.

1.9 **Residential Unit** - shall mean one or more habitable rooms designed for use by and occupied by not more than one family and in which separate kitchen facilities are provided for the exclusive use of such a family, with a private entrance from outside the building or from a common hallway or stairway inside the building;

1.10 **Street** - shall mean any public highway, private road, lane, alley, square, place, thoroughfare or way within the Township of Drummond/North Elmsley.

1.11 **Township** - shall mean the Corporation of the Township of Drummond/North Elmsley.

1.12 **Waste** - shall include but is not limited to, kitchen waste, mineral and vegetable matter, discarded wearing apparel, waste paper, cartons and boxes, packing materials, glass crockery and metals in any form or state abandoned, discarded or thrown out by any resident of and generated from a residential property or dwelling.

1.13 **Waste Disposal Site** – shall mean the Code Road Landfill Site located at 745 Code Road.

## 2. GENERAL

2.1 No person shall place waste on another person's property or spill, scatter, deposit, throw, cast, lay or cause to be thrown, cast or laid, any garbage on any street, public property or private property.

2.2 The Township shall establish an annual Curbside Pickup/Waste Management Fee to be charged to each residential unit within the municipality. This fee shall be listed in the current Tariff of Fees By-law and charged equally to each residential unit as a special levy on the year's final tax notice.

2.3 The monies so collected shall be used by the Township to assist in maintaining a system for collection, removal and disposal of waste.

## 3. GARBAGE COLLECTION

3.1 All residents shall thoroughly strain all garbage before placing it in garbage containers and no garbage of a semi-liquid consistency shall be collected from any premises whatsoever.

**3.4** All garbage shall be placed in an enclosed garbage container, and shall be a maximum size of 77 litres (17 imperial gallons) or in plastic disposable garbage bags that shall be a maximum size of 26 inches by 38 inches and no bag or container shall exceed 40 pounds in weight. Metric or Imperial measurement accepted.

**3.5** The container or garbage bags shall be placed by the resident for pick up as close as possible to the travelled portion of the street or, in some locations, the common collection area and in a manner as not to impede pedestrians or traffic and at the end of the resident's driveway.

**3.6** Spillage from containers or bags caused by animals, persons or birds shall not be gathered up by the Township, its agent or independent contractor and shall be the responsibility of the resident to clean up.

**3.7** Containers shall be placed at the edge of public roads or, in some locations, the common collection area prior to 7:00 a.m. on the day of collection, but shall not be placed before 9:00 p.m. on the day preceding the collection day. Empty containers or material not collectable under the terms of this By-law shall be removed from the edge of public roads not later than 7:00 p.m. on the collection day.

**3.8** The items that shall not be set out for collection include but are not limited to the following items but not limited to; any hazardous waste, grass clippings, leaves, branches, garden waste, scrap lumber, logs, metal, stone, brick, concrete, ashes, and refrigerators, freezers, stoves, ovens, water heaters, washers, dryers, furniture or other large items.

**3.9** The number of collections per week and days and times that such collections are made shall be determined by the Township, but in no case shall collection be made less than once in each week from those premises to each residential unit.

**3.10** When a normal collection day falls on Christmas Day or New Years Day all collection for the remainder of the week will be pushed ahead by one day.

**3.11** There shall be a limit of two (2) containers or bags per residential unit. Each additional container or bag of garbage will require a tag as approved by the Township. The fee for tags shall be established and listed in the current Township Tariff of Fees By-law on a cost per bag tag basis. The payment of such fee shall be made at the Municipal Office or the Waste Disposal Site. Each tag shall be affixed to each of such bags in a clearly visible location and in the case of enclosed containers be placed on the garbage within such container in a clearly visible location readily seen upon removal of the container lid or top.

**3.12** Common Collection Areas and arrangements are determined by the current curbside collection contract.

## 4. RECYCLING COLLECTION

**4.1** All recycling collection will be collected as per the provincial regulations.

**4.2** Spillage from containers or bags caused by animals, persons or birds shall not be gathered up by the Township, its agent or independent contractor and shall be the responsibility of the resident to clean up the spillage.

## 5. DRUMMOND/NORTH ELMSLEY WASTE DISPOSAL SITE

**5.1** Only waste generated from within Drummond/North Elmsley Township shall be disposed at the Waste Disposal Site.

**5.2** Anyone disposing of waste at the Waste Disposal Site must be a resident or own property within Drummond/North Elmsley Township and must provide proof of property residency/ownership.

**5.3** Waste must be separated and placed in different areas at the waste disposal site under the direction of the Waste Site Attendant/ Landfill Operator.

**5.4 Items accepted at the Waste Disposal Site are listed below.**

- Scrap metal
- Refrigeration units
- Tires
- Brush
- Organic yard waste
- Corrugated cardboard
- E-waste
- Domestic and household garbage
- Construction/demolition waste

**5.5** A fee shall be levied for each type of waste listed in 5.4. These fees shall be listed in the current Township Tariff of Fees By-law.

**5.6** The Drummond/North Elmsley waste disposal site hours of operation are listed in Schedule "A". Any temporary changes to the waste disposal site hours of operation will be posted on the Municipal Website.

**5.7** All operations and regulations for the Drummond/North Elmsley Waste Disposal Site must be as per the Environmental Compliance Approval.

**5.8** Contractors not located within the Township, who need to use the waste site on behalf of a property owner or resident, must complete and submit a Contractor Access Form (Schedule B), and must be signed by the property owner or resident.

## 6. COMPOSTING

**6.1** Resident's may purchase a composter for a fee from the Township.

**6.2** Drummond/North Elmsley residents may take compostables to the Smith Falls Compost Site.

## 7. HAZARDOUS HOUSEHOLD WASTE

**7.1** Drummond/ North Elmsley residents may take Household Hazardous Waste to the Carleton Place Hazardous Waste Depot.

**7.2** Hazardous Waste shall not be disposed at the Drummond/North Elmsley waste disposal site.

## 8. ENFORCEMENT

**8.1** The proper collection of garbage as set out in this By-law shall be under the control and direction of the Public Works Manager, or person or persons designated by him/her to act on his/her behalf.

**8.2** The Township By-Law Enforcement Officers are authorized to enforce this By-law.

## 9. PENALTY

**9.1** Any person who contravenes a provision of this By-law shall be guilty of an offence and liable, upon conviction, to a fine for each offence in accordance with Schedule "C" of this By-Law.

**9.2** Each and every day that this infraction exists may be considered as a separate offence under this By-law.

**9.3** In addition to any applicable fines, a cleanup fee shall be charged to any person who throws, places or deposits waste at or near the Waste Disposal Site gates or any other area that has not been designated for the specific purpose of separating waste.

**9.4** In addition to remedies available under this or any other by-laws or legislation, the Municipality may also immediately ban any person who has failed to pay the required fees, as per the Fee Schedule, after 30 days from accessing the Waste Disposal Sites until fees and accumulated charges are paid.

Furthermore, any unpaid fees and accumulated charges may be added to the tax roll and recovered in a similar manner as municipal taxes pursuant to Section 398 (2) of the *Municipal Act, 2001*, S.O.2001, C.25, as amended.

## 10. COMMERCIAL OR INDUSTRIAL

**10.1** The Township will not collect Commercial or Industrial waste. Commercial Waste as defined in Ontario Regulation 347 may be taken to the Waste Disposal Site subject to payment according to the fees listed in the current Township Tariff of Fees By-law.

## 11. BY-LAWS REPEALED

**11.1** By-law 2008-042 is hereby repealed.

**11.2** All By-laws or parts thereof and resolutions passed prior to this By-law which are in contravention of any terms of this By-law are hereby rescinded.

## 12. EFFECTIVE DATE

ENACTED AND PASSED this 26th day of November 2024.

Steve Fournier, Reeve

Cathy Ryder, Clerk

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**BY-LAW NO. 2024-035**

**SCHEDULE "A"**

**HOURS OF OPERATION**

## WASTE DISPOSAL SITE HOURS

**Winter** (November to April)

- Monday, Tuesday, Friday 10:00 a.m. to 5:00 p.m.
- Saturday 10:00 a.m. to 1:00 p.m.
- Closed on Statutory Holidays.

**Summer** (May to October)

- Monday, Tuesday, Friday 10:00 a.m. to 5:00 p.m.
- Saturday 9:00 a.m. to 3:00 p.m.
- Closed on Statutory Holidays.

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**BY-LAW NO. 2024-035**

**SCHEDULE "B"**

**CONTRACTOR ACCESS FORM**

# CONTRACTORS WASTE SITE ACCESS FORM

## LAND OWNERS INFORMATION

Name_____

Home Phone_____Work Phone_____Cell_____

Road Name_____ Civic. #_____Concession_____Lot_____

## CONTRACTORS INFORMATION

Name_____

Phone #_____Cell_____

## DESCRIPTION OF WORK BEING COMPLETED

_____

_____

_____

_____

Date of work to commence _____

Date of work to be completed _____

I, the owner of the identified property, have hired the above noted contractor to complete the described work and therefore request that the Contractor be granted temporary access to the Township Landfill on my behalf.

_____ _____

Signature of Land Owner Date

***NOTE: ACCESS TO THE LANDFILL MAYBE TERMINATED AT THE DISCRETION OF THE LANDFILL ATTENDENT.***

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**BY-LAW NO. 2024-035**

**SCHEDULE "C"**

**SET FINES**

| ITEM | Column 1<br>Short Form Wording | Column 2<br>Offence Creating Provision | Column 3<br>Set Fine |
|---|---|---|---|
| 1. | No waste shall be placed on another person's property | 2.1 | $500 |
| 2. | Deposit of Waste Generated Outside of Municipality | 5.1 | $500 |
| 3. | Failure to Separate Waste as Instructed by Landfill Operator/Waste Site Attendant | 5.3 | $500 |
| 4. | Deposit of Hazardous Waste at the Waste Disposal Site | 7.2 | $500 |

Note: The penalty provisions for the offences indicated above is Section 9 of By-Law No. 2024-035, a certified copy of which has been filed.

Note: The general penalty provision for the offences indicated above is Section 61 of the Provincial Offences Act, R.S.O. 1990, c.P.33