

DISTRICT OF ELKFORD

Solid Waste Bylaw No. 918, 2025

A bylaw to establish a system of solid waste removal.

WHEREAS the Council of 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:

1. TITLE

This Bylaw may be cited as "Solid Waste Bylaw No. 918, 2025".

2. DEFINITIONS

In this Bylaw:

AUTOMATED COLLECTION TRUCK means a truck used for the purpose of collection of Garbage which 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 lumber, concrete, shingles, pipes, plumbing fixtures, wires, drywall, soil, vegetation, and rock displaced during the process of constructing, demolishing, altering or repairing a building.

BYLAW means this Bylaw and amendments thereto.

BYLAW ENFORCEMENT OFFICER means a person appointed by Council pursuant to Section 264 (1)(b) of the *Community Charter* for the purposes of enforcing the bylaws of the District of Elkford.

COLLECTOR means collector as defined in the *Community Charter*.

COMMERCIAL COLLECTION means collection of Solid Waste from Multi-Family Units and Trade Premises.

COMPOST means the soil amendment created by the natural decomposition of organic waste.

DANGEROUS WILDLIFE means dangerous wildlife as defined by the *Wildlife Act*, but commonly a bear, cougar, coyote, wolf, or species that is prescribed as dangerous wildlife.

DIRECTOR means the Director of Engineering and Public Works of the District or their designee(s).

DISTRICT means 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 Multi-Family complex with five or fewer units:

FIRE CHIEF means the Director of Fire and Emergency Services of the District or their designees(s).

FULL-SERVICE AREA means the portion of the District that is approved to receive full solid waste pickup.

GARBAGE means waste generated, that is not Recyclable Material, Yard Waste, Building Material, Compost, other waste that is prohibited by this Bylaw or other legislation.

GARBAGE COLLECTION CONTRACTOR means a contractor licensed and experienced in the collection of Solid Waste.

HAZARDOUS WASTE means waste designated as such in the Hazardous Waste Regulation under the *Environmental Management Act* 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.

IGBC means the Interagency Grizzly Bear Committee.

LIMITED-SERVICE AREA means the portion of the District where Solid Waste collection service is not offered, but that has access to transfer station facilities.

MULTI-FAMILY UNIT 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 complex.

OCCUPIER means a tenant, licensee or other person who occupies or is in physical possession of Property or who has control over who is allowed to enter Property, other than a Public Place.

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.

PROPERTY means real property, and shall include, but is not limited to, the exterior of a Building or Structure, a yard or Fence located on real property.

PUBLIC PLACE means a road, square, lane, bridge, highway, walkway, park, greenbelt, trail, boulevard, District-owned building or facility, or other place to which the public has access by right or invitation, whether express or implied.

QUARTERLY means each consecutive period of 3 calendar months commencing January 1st of each year.

RECYCLABLE MATERIAL means recyclable material as defined in the *Waste Management Act* or Recycle BC guidelines and includes commonly, but is not limited to, mixed paper, newsprint, corrugated cardboard, glass, aluminium cans, Styrofoam, and plastic 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 Garbage, Recyclable Material, Compost and Yard 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 a person and to be emptied by an Automated Collection Truck.

SOLID WASTE CONTAINER means a 1,136-litre solid waste container provided by the District and designed to be emptied by an Automated Collection Truck.

SOLID WASTE RECEPTACLE means a Solid Waste Cart, Solid Waste Container, a Garbage Collection Contactor's Dumpster, or Wildlife Resistant Trail Garbage Receptacles.

TRADE PREMISE(S) means any premises in the District in or from which Solid Waste is generated, other than Dwellings and Multi-Family Units.

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.

WILDLIFE RESISTANT in relation to Solid Waste Collection means a Solid Waste Receptacle that is wildlife resistant and automatically closing and latching by gravity and when not steel in construction typically approved by the Interagency Grizzly Bear Committee (IGBC) or a similar organization, or a structure that is secured so that any Dangerous Wildlife cannot gain access to it.

WILDLIFE RESISTANT TRAIL GARBAGE RECEPTACLES means a Wildlife Resistant Garbage container available for point of use disposal when using parks, trails, sidewalks, or other various places throughout the community, not to be used for household use.

YARD WASTE means vegetative trimmings from yards or other landscaped areas and consisting only of leaves, grass clippings, plants, and hedge clippings that will not attract Dangerous Wildlife. The thickness of any stem for collections shall not exceed a caliper of 5 millimeters.

YARD WASTE COLLECTION BINS means bins placed throughout the community and collected by the District during the growing season to collect Yard Waste.

3. GENERAL

3.1. This Bylaw may be enforced by:

- (a) persons appointed by Council as Bylaw Enforcement Officers;
- (b) the Director;
- (c) the Chief Administrative Officer;
- (d) a member of the Royal Canadian Mounted Police.; or

(e) a conservation officer defined in section 1 (1) of the *Environmental Management Act*;

by means of a ticket in the form prescribed for that purpose by the *Community Charter* and as defined in the Municipal Ticket Information Bylaw, by remedial action requirement pursuant to section 72 of the *Community Charter*, and pursuant to section 13 of this Bylaw.

A Bylaw Enforcement Officer or the Director may enter on any Property to inspect and determine whether the regulations, prohibitions and requirements of this Bylaw are being met in accordance with section 16 of the *Community Charter*.

- 3.2. The provisions of this Bylaw apply to all owners and occupiers of Property within the District of Elkford, excepting as may be specifically exempted pursuant to the provisions of this Bylaw.
- 3.3. The provisions of this Bylaw do not apply to:
 - (a) Work carried out by employees, contractors or agents of the District;
 - (b) Work on a public utility carried out by the owner or operator of a public utility or its contractors; and
 - (c) Any activities within the sole jurisdiction of Canada or the Province of British Columbia.

4. ADMINISTRATIVE

- 4.1. The Director will establish the days and times that collections will be made from different areas of the District which schedule may be changed from time to time in the sole discretion of the Director, acting reasonably, including, but not limited to, making accommodation for staffing, equipment breakdown, statutory holidays or equipment availability.
- 4.2. The District will only collect Solid Waste from Solid Waste Receptacles provided by the District.
- 4.3. No person within the District will dispose of Solid Waste, except in accordance with the provisions of this Bylaw.
- 4.4. The District may establish separate systems for the collection and removal of Garbage, Yard Waste, Recycling, or Compost.

5. DUTIES OF OCCUPIERS AND OWNERS (PROHIBITIONS)

- 5.1. No person shall:
 - a. cause or permit any loss or damage to the District-owned Solid Waste Receptacle;
 - b. dispose of Solid Waste anywhere in the District other than in a Solid Waste Receptacle or at a Transfer Station;
 - c. cause or permit the contents of a Solid Waste Receptacle to overflow, prevent the lid from closing, or be over a manufacturer's weight rating;
 - d. cause or permit the accumulation of Solid Waste except where such Solid Waste is placed in a Solid Waste Receptacle;

- e. cause or permit the contents of a Solid Waste Receptacle to produce odor to attract Dangerous Wildlife excepting in accordance with section 6 of this Bylaw;
 - f. cause or permit Solid Waste to be placed or stored in a manner that poses a risk to the safety of any person or may attract Dangerous Wildlife, excepting in accordance with section 6 of this Bylaw;
 - g. 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 egress from a fire exit or impeding access to premises by firefighting apparatus or personnel; or
 - h. interfere with or utilize the Solid Waste Receptacle of another Owner or Occupier without permission, including but not limited to filling, unclipping, clipping, or the placement for collection.
- 5.2. A person who has placed Solid Waste contrary to the provisions of this Bylaw will remove or cause to be removed the Solid Waste upon being directed to do so by an Occupier or Owner of Property in relation to that Property, the Director, Health Officer, Fire Chief, or Bylaw Enforcement Officer.
- 5.3. If the identity of the person who has placed Solid Waste contrary to the provisions of this Bylaw cannot be ascertained, the Occupier or Owner of the land where such Solid Waste is located or if a Public Place, and it can be ascertained from which Property the Solid Waste originate from, the Owner or Occupier of that Property, that Owner or Occupier of such Property will remove the waste or cause the removal of the waste upon being directed to do so by the Director, Health Officer, Fire Chief, or Bylaw Enforcement Officer.
- 5.4. Solid Waste Receptacles that are owned, leased, or licensed to the District are not to be removed from the Property by the Owner or Occupier or used for any purpose other than as permitted by the Bylaw.

6. DUTIES OF OCCUPIERS AND OWNERS (REQUIREMENTS)

- 6.1. Every Occupier or Owner of Property 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 out for collection in accordance with this Bylaw, with the exception of 6.2.
- 6.2. Trade Premise and Occupiers and Owners of Multi-Family Units may opt out of District Garbage collection and contract collection to Garbage Collection Contractor.
- 6.3. Trade Premise and Occupiers and Owners of Multi-Family Units who cannot keep Dangerous Wildlife out of their Garbage shall contract collection to Garbage Collection Contractor. This direction will be made by the Director or Bylaw Enforcement Officer if not voluntarily made.
- 6.4. All Solid Waste within a Solid Waste Receptacle, except Wildlife Resistant Trail Garbage Receptacles must be bagged to prevent loose waste from becoming windborne while being emptied.
- 6.5. Each Dwelling within the Full-Service Area will be provided with one Solid Waste Cart for the sole use of the Owner or Occupier of the Dwelling. Should an Owner or Occupier require

another Solid Waste Cart, on request, the Director may provide such additional Solid Waste Cart, at additional cost as specified in Schedule. At no time will the number of Solid Waste Carts exceed the number of bedrooms in a Dwelling.

6.6. Multi-Family Units and Trade Premises will be provided with Solid Waste Receptacles if requested. Should an Owner or Occupier require another Solid Waste Cart on request, the Director may provide an additional Solid Waste Cart, it can be requested of the Director, at additional cost as specified detailed in Schedule.

6.7. Solid Waste Carts must be:

- a. set out in accordance with any published directions of the Director which are not inconsistent with this Bylaw;
- b. must be set out behind the curb and unclipped, on the collection day, between the hours of 4:00 a.m. and 7:00 a.m. only, and remain out until collected, in order to minimize Dangerous Wildlife access to Solid Waste Carts;
- c. set out in a manner to reduce the risk of being overturned;
- d. set out with the hinge of the lid nearest the boundary of the Property;
- e. set out behind the curb of the road in a position readily accessible to the District for pickup;
- f. not placed such that the Solid Waste Carts interferes with snow and ice control, or street cleaning; and
- g. stored on the Property clipped when not set out for collection.

6.8. Solid Waste Containers must be:

- a. set out in accordance with any published directions of the Director which are not inconsistent with this Bylaw;
- b. must be set out behind the curb and unclipped, on the collection day, between the hours of 4:00 a.m. and 7:00 a.m. only, and remain out until collected, in order to minimize Dangerous Wildlife access to Solid Waste Carts or Containers;
- c. set out in a manner to reduce the risk of being overturned;
- d. set out with the hinge of the lid nearest the boundary of the Property;
- e. set out behind the curb of the road in a position readily accessible to the District for pickup;
- f. not placed such that the Solid Waste Carts interferes with snow and ice control, or street cleaning; and
- g. stored on the Property clipped when not set out for collection or in a Wildlife Resistant enclosure.

6.9. If the locking system of a Solid Waste Receptacle is not sufficient to deter access by Dangerous Wildlife, the Solid Waste Receptacle shall be stored in a secure outbuilding or enclosure when not set out for collection

6.10. Any structure enclosing Solid Waste Containers must be open to allow access for the Automated Collection Truck on collection day and in the event that Solid Waste Container's inside a structure is unable to be safely accessed by the Automated Collection Truck it shall be moved outside of the structure on the designated collection day at the designated times.

- 6.11. Owners and Occupiers must unclip Solid Waste Receptacle's lids for collection. Solid Waste Receptacles that are clipped will not be emptied.
- 6.12. Additional collections may be requested from the Director, and the Director, acting reasonably, will determine if the requested additional collection is available. If available, additional fees as detailed in Schedule A will be payable by the Owner or Occupier.
- 6.13. Multi-Family and Trade Premise Owners or Occupiers must ensure that the area surrounding Solid Waste Receptacles is free of snow, ice, and debris and able to be accessed. If access to a Solid Waste Receptacle is considered to be unsafe for collection by the District or its' employees, the Solid Waste Receptacle may not be emptied.
- 6.14. The Owner or Occupier must protect solid waste receptacles from spillage and promptly remove any such spillage. In the event that any such spillage is not removed within 48 hours of notice being provided by the District to the Owner or Occupier to do so, the District may do so and the Owner or Occupier shall be liable to pay the fees as set out in Schedule A.
- 6.15. Stolen, lost, or damaged Solid Waste Receptacles must be reported to the District prior to the next collection day, or in any event, as soon as may be practicable. The Owner or Occupier shall be liable for any costs or damages arising from misuse or neglect by the Owner or Occupier.
- 6.16. Solid Waste Receptacles when placed for collection must be at least 1 metre away from any structures, chattels, or vehicles. If not so place, the waste may not be collected.

7. CONTAINER REQUIREMENTS

- 7.1. Solid Waste Receptacles must, at all times, be maintained in a clean and sanitary condition.
- 7.2. Solid Waste Receptacles must be closed and clipped at all times excepting when being filled or placed for collection in accordance with section 6 of this Bylaw.
- 7.3. Solid Waste Receptacles shall be Wildlife Resistant.

8. PROHIBITED REFUSE

- 8.1. The District will not collect the following during Garbage collection:
 - a. Recyclable Material;
 - b. 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. ashes not bagged;
 - f. excrement in excess of 5 kilograms in weight;

- g. any refuse not contained within bags or within a District supplied Solid Waste Receptacle, unless by prior arrangement;
 - h. discarded furniture;
 - i. discarded automobile parts;
 - j. tires;
 - k. liquid wastes or sludge;
 - l. vehicles;
 - m. household equipment and appliances;
 - n. Yard Waste or stems or branches of any caliper;
 - o. building waste;
 - p. oil, fuel, or other lubricant;
 - q. machinery;
 - r. bi-products of manufacturing;
 - s. heavy or bulky wrapping, packaging or crating materials; or
 - t. waxed or cardboard not cut into pieces smaller than 0.3m by 1.2m and not bagged.
- 8.2. The District will not collect the following in Yard Waste Collection Bins:
- a. Anything prohibited in section 8.1 with the exception of section 8.1(n);
 - b. Garbage;
 - c. Recyclable Material;
 - d. Compost; or
 - e. Branches or trees with thickness over 5 mm, etc.

9. COOKING GREASE

- 9.1. No Owner or Occupier of a Property shall dispose of cooking grease into anything other than an approved IGBC approved cooking grease container that is Wildlife Resistant and automatically closing and latching by gravity.
- 9.2. All cooking grease containers must be maintained free from leaks or spillage.
- 9.3. The area surrounding a cooking grease container must be maintained in a clean manner that will not attract Dangerous Wildlife.
- 9.4. All non-IGBC approved cooking grease containers on the date of the adoption of this Bylaw must be replaced by an IGBC approved cooking grease container by June 1, 2026

- 9.5. Cooking grease containers must be emptied regularly to eliminate odor and Dangerous Wildlife attraction.

10. MISCELLANEOUS

- 10.1. No person will convey Solid Waste on any highway within the District, except in a closed receptacle, or in a vehicle which is covered with canvas or tarpaulin, or other covering so that the contents will not bounce, blow or drop from any vehicle within the District.

11. ACCESSIBILITY

- 11.1. An Occupier or Owner within the District, who is Permanently Disabled or is Physically Challenged and not able to place their Solid Waste Cart in accordance with *section 6.7*, 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 or Owner becomes able to comply with *section 6.7*, then they must immediately notify the Director.

12. FEES AND CHARGES

- 12.1. Every Occupier or Owner 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.
- 12.2. Rates levied under Schedule "A" for Dwellings will be invoiced to the Owner or Occupier and if not paid by December 31st of any year, shall be added to property taxes in accordance with section 258 of the *Community Charter, SBC 2003, C. 26*.
- 12.3. Fees payable pursuant to Schedule "A" for Multi-Family Units or Trade Premises will be invoiced to the Occupier or Owner 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 an invoice has been issued and if not paid by December 31st of any year, shall be added to property taxes in accordance with section 258 of the *Community Charter, SBC 2003, C. 26*.
- 12.4. Fees levied pursuant to Schedule "A" for the Limited-Service area will be invoiced to the Occupier or Owner with the annual tax notice each year and if not paid by December 31st of any year, shall be added to property taxes in accordance with section 258 of the *Community Charter, SBC 2003, C. 26*

13. OFFENCES AND PENALTIES

- 13.1. Any person who contravenes, violates, or fails to comply with any provision of this Bylaw, or who suffers or permits an act or thing to be done in contravention or violation of this Bylaw, or fails to do anything required by this Bylaw, commits an offence, and shall be liable upon conviction:
 - (a) on summary conviction, to a fine of not more than Ten Thousand (\$10,000.00) dollars; or
 - (b) a fine(s) imposed under the Municipal Ticket Information Bylaw as amended from time to time.

- 13.2. In addition to any fine imposed, the District may seek reimbursement for the cost of any prosecution, and seek any other penalty or order be imposed pursuant to the *Community Charter or Offence Act* as amended from time to time.
- 13.3. If an offence continues for more than one day, each day that the offence continues constitutes a separate and distinct offence.
- 13.4. Nothing in this Bylaw limits the District from utilizing any other remedy that is otherwise available to the District by law.

14. SCHEDULES

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

15. SEVERABILITY

- 15.1. If a portion of this Bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this Bylaw is deemed to have been adopted without the severed section, subsequent, paragraph, or subparagraph.

16. REPEAL

- 16.1. District of Elkford Solid Waste Removal and Disposal Bylaw No. 674, 2006 and any amendments thereto are hereby repealed.

READ A FIRST TIME this 5th day of May, 2025.

READ A SECOND TIME this 5th day of May, 2025.

READ A THIRD TIME this 5th day of May, 2025.

ADOPTED this 12th day of May, 2025.

Steve Fairbairn, Mayor

Corporate Officer

**DISTRICT OF ELKFORD
BYLAW NO. 918, 2025
SCHEDULE 'A'**

SOLID WASTE REMOVAL AND DISPOSAL RATES

**dates are January 1 unless noted otherwise*

	July 1, 2025	2026	2027	2028	2029
<u>Annual Collection Cost</u>					
<u>Solid Waste Cart- 250 Litre</u>					
One pickup per week per Solid Waste Cart.	\$140.25	\$147.00	\$155.00	\$163.00	\$171.00
<u>Quarterly Collection Cost</u>					
<u>Solid Waste Cart - 250 Litre</u>					
One pickup per week per Solid Waste Cart	\$35.00	\$36.75	\$38.75	\$40.75	\$42.75
Two pickups per week per Solid Waste Cart	\$70.00	\$73.50	\$77.50	\$81.50	\$85.50
<u>Solid Waste Container – 1136 Litre</u>					
One pickup per week per Solid Waste Container	\$180.00	\$189.00	\$198.50	\$208.50	\$219.00
Two pickups per week per Solid Waste Container	\$360.00	\$378.00	\$397.00	\$417.00	\$438.00
<u>Replacement Cost</u>					
Solid Waste Cart - 250 Litre	At cost of cart plus shipping at time of replacement				
Solid Waste Container - 1136 Litre	At cost of container plus shipping at time of replacement				
<u>Miscellaneous Charges</u>					
Extra Collection (hourly)	At cost of garbage truck and operator in the current Fees and Charges Bylaw				
<u>Spring Clean-up – only available should the spring cleanup program run</u>					
Removal of one pickup truck load of household refuse from the front yard during annual spring clean up	\$60.00	\$60.00	\$65.00	\$65.00	\$70.00
- Residents 60 and over	Free	Free	Free	Free	Free