

CITY OF REVELSTOKE

BYLAW NO. 2178

A Bylaw to Provide a System for the Collection, Removal and Disposal of Garbage and to Control Wildlife Attractants

WHEREAS under the provisions of the *Community Charter*, Council may establish services for the collection, removal and disposal of garbage for community benefit;

AND WHEREAS the City of Revelstoke has established a service to provide for the management of garbage;

AND WHEREAS it is deemed advisable to discourage and prevent wildlife from accessing and becoming conditioned to, or dependent on food sources generated or controlled by human activity.

NOW THEREFORE the Municipal Council of the City of Revelstoke, Province of British Columbia, in open meeting assembled **ENACTS AS FOLLOWS:**

1. Citation

This Bylaw may be cited for all purposes as the "*Garbage Collection and Wildlife Attractant Bylaw No. 2178*".

2. Repeal

That the *Garbage Collection and Disposal Bylaw No. 2080* is hereby repealed in its entirety.

3. Definitions

In this Bylaw:

"Attractant" – means any substance which could reasonably be expected to attract wildlife including but not limited to food products, garbage, kitchen waste, offal, unclean barbecues, pet food, bird feed, grain, livestock feed, restaurant grease, used food packaging, game meat, fruit, seed, nuts, honey, salt, oil, antifreeze or other petroleum product, and unmanaged compost other than grass clippings, leaves or branches.

"Bylaw" means the *Garbage Collection and Wildlife Attractant Bylaw No. 2178* and amendments thereto from time-to-time.

"Bylaw Enforcement Officer" means the person hired or appointed by Council by resolution as a Bylaw Enforcement Officer and includes the appointment provided under Section 36 of the *Police Act R.S.B.C. 1996, Chapter 367*.

"City" means the City of Revelstoke.

"Collection Calendar" means a day scheduled each week for garbage collection service on an annual basis.

"Commercial Collection Area" means the area shown on the drawing attached to and forming part of this Bylaw as Schedule 'A'.

"Commercial Dumpsters" means a private bin company.

"Commercial Premise" means any building or self-contained part thereof, used or intended to be used for any type of business on a commercial, professional or non-profit undertaking, other than a dwelling, located in the Commercial Collection Area and is unable to use a Commercial Dumpster.

“Composting” means a technique used to promote the decomposition of plant matter.

“Director of Finance” means the person appointed as such by the City and includes his or her lawful delegate.

“Garbage” means and includes all rubbish, ashes, household waste, cat litter/waste must be in a small plastic bag securely tied, vegetable food, animal food, floor sweepings, and rejected, abandoned and discarded matter other than items considered unacceptable by the Operations Manager and Prohibited Materials.

“Garbage Bag” means a plastic garbage bag having dimensions not greater than 60 cm by 90 cm (24 inches by 36 inches) securely tied and of sufficient strength not to rip or tear when handled.

“Garbage Collection Service” means the City’s weekly collection of garbage from a Residential Dwelling Premise and a Commercial Premise where the Owner is expected to deliver Garbage to the curb or lane for collection and disposal.

“Garbage Container” means a non-corrosive, durable receptacle fitted with secure handles and a water-tight cover and no more than 77 litres (17 imperial gallons) in size; or alternatively, a garbage bag.

“Multi-Family Dwelling” means a building or part of a building used or intended to be used for five or more dwelling units.

“Operations Manager” means the person appointed as such by the City and includes his or her lawful delegate.

“Owner” means the registered owner of any lands and premises situated within the City and shall, where applicable, include the agent, executor or administrator of such Owner or the lessee or occupier of the premises.

“Prohibited Materials” means recyclables, dog waste, yard waste, land clearing, construction and demolition waste including gypsum or products containing gypsum, noxious matter, biomedical waste, hot ashes, all liquid wastes including paint, petroleum and oil products, bulk chemical composition waste or hazardous waste, animal cuttings, excrement or animal bodies, offal, auto parts, tires, batteries, scrap iron or metal, concrete, soil, rocks or sod, furniture, appliances, pressurized containers, trade waste (commercial and industrial), pesticides, herbicides or insecticides, explosive, volatile or corrosive materials or dangerous chemicals.

“Recyclables” means printed paper and packaging, which includes paper fibre, cardboard, rigid container plastics, plastic film and other marketable wastes as defined in the Recycling Regulations, B.C. Reg. 449/2004.

“Residential Dwelling Premise” means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites.

“Revelstoke Refuse Disposal Site” means the scaled transfer station and refuse disposal site operated by the Columbia Shuswap Regional District and located at 330 Westside Road, Revelstoke, BC.

“Tag a Bag Sticker” means a self-adhesive tag, sold by the City, to be affixed to a Garbage Bag in accordance with this Bylaw.

“Wildlife” means a bear, cougar, wolf, coyote, deer, moose, skunk, raccoon, crow or raven.

4. Administration

- 4.1 The City is authorized to establish and operate the Garbage Collection Service for the purposes of collecting, removing and disposing of Garbage within the City and such service shall be under the control of the Operations Manager.
- 4.2 Each Owner of a Residential Dwelling Premise shall utilize the Garbage Collection Service in accordance with the provisions of this Bylaw.
- 4.3 Each Owner of a Commercial Premise may utilize the Garbage Collection Services in accordance with the provisions of this Bylaw.
- 4.4 A Collection Calendar for Garbage will be made available by the City.
- 4.5 The Collection Calendar may be amended by the Operations Manager and the City will provide reasonable notice of such amendments to the users of the Garbage Collection Service.

5. Regulations for Garbage Containers

- 5.1 All Owners of a Residential Dwelling Premise shall provide and keep in good order and repair one Garbage Container.
- 5.2 The Operations Manager may authorize the use of a Commercial Dumpster for Garbage at a Residential Dwelling Premise.

6. Regulations for Garbage Collection

- 6.1 A Garbage Container must, at all times, be maintained in a clean, dry, odour free and sanitary condition and receptacle must be covered securely with the lid.
- 6.2 A Garbage Container shall be kept on the Owner's premises at all times and stored in a location not accessible by wildlife, except when placed on such curb or lane for the purpose of collection under this Bylaw.
- 6.3 A Garbage Container shall be made readily accessible for emptying, between the hours of 7:00 am and 5:00 p.m. on the day of collection.
- 6.4 A Garbage Container shall be set out no earlier than 6:00 am on the day of collection.
- 6.5 A Garbage Container shall be removed from the curb or the lane no later than 8:00 p.m. on the day of collection.
- 6.6 An Owner shall not cause or permit the contents of a Garbage Container to exceed 25 kg when placed out for collection.
- 6.7 Additional Garbage in excess of one Garbage Container may be set out in a Garbage Bag affixed with a Tag a Bag Sticker.
- 6.8 An Owner shall place only Garbage in a Garbage Container.
- 6.9 An Owner shall not place Prohibited Materials in a Garbage Container.
- 6.10 An Owner shall clean up any Garbage spilled from the Garbage Container.
- 6.11 The Owner of a Multi-Family Dwelling shall arrange to have the collection service done by a private removal company or dispose of Garbage at the Revelstoke Refuse Disposal Site.
- 6.12 The Operations Manager reserves the right to alter or exclude Owners from Garbage Collection Services if collection costs, access routes or location are unsafe or unreasonable.

6.13 The City reserves the right to refuse or suspend to collect or remove all or any Garbage for disposal that does not comply with any of the provisions of this Bylaw, but such suspension shall not waive any requirement, or abate any charges or rates under the provision of Schedule 'F' of the Fees and Charges Bylaw.

6.14 During such suspension of service the Owner shall be responsible for removing Garbage to the Revelstoke Refuse Disposal Site, which includes the cost for such removal and deposit of tipping fee and the City will not be rendered liable for any such costs or damages arising from the suspension of service to the Owner or any third party.

7. Disposal of Garbage

7.1 The City shall dispose of Garbage under its Garbage Collection Service at the Revelstoke Refuse Disposal Site and shall pay for the tipping fees as imposed by the Columbia Shuswap Regional District.

7.2 No person shall litter or dispose of litter in any way contrary to the provisions of this Bylaw.

7.3 No person shall dispose of Garbage in any place other than a Garbage Container. This includes disposal of Garbage into a Container belonging to another person unless given the authority to do so by the Owner.

8. Other Wildlife Attractants

8.1 Except as permitted in this Bylaw, an Owner must not accumulate, place, store or collect any Attractants in such a manner that it is accessible to Wildlife.

8.2 Every Owner must ensure that:

8.2.1 any fruit and/or nuts that have fallen from a tree or bush is removed from the ground and properly disposed of within two days;

8.2.2 any refrigerator, freezer or similar appliance, device or apparatus that contains food or Attractants, is located and equipped in such a manner that it is inaccessible to Wildlife;

8.2.3 barbeque equipment and tools that remain out of doors must be clean and free of residual food or grease;

8.2.4 a bird feeder containing bird feed is suspended on a cable or other device in such a manner that it is inaccessible to Wildlife and that bird feed fallen from a bird feeder is removed from the ground and properly disposed of within two days; and

8.2.5 composting activity is maintained in such a manner that avoids odours. Meat or fish products or large amounts of fruit shall never be placed in the compost. Any composting device or equipment is maintained in such a manner that it is inaccessible to wildlife.

9. Fees and Charges

9.1 The City is authorized to establish a billing and collection system under the control and inspection of the Director of Finance.

9.2 The Owner to which Garbage Collection Service is provided shall pay to the City the rates established in accordance with Schedule 'F' of the Fees and Charges Bylaw.

9.3 The fees applicable for the Commercial Collection Area shall be prepaid using Tag-a-Bag stickers issued by the City.

9.4 The fees applicable for a Residential Dwelling Premise shall be added to the tax notices for the applicable calendar year and if remain unpaid by the due date of

payment for such notice shall be penalized the same as overdue property taxes. In the alternative, the City may choose to invoice separately for this service.

- 9.5 The fees imposed and payable under the provisions of this Bylaw and which remain unpaid after December 31 shall be deemed to be taxes in arrears and shall be forthwith entered on the real property tax roll by the Director of Finance as taxes in arrears.
- 9.6 The Owner shall be deemed to have received notification of garbage charges if said notification was mailed or otherwise delivered to the address contained in the City's tax notices and no person shall be discharged or relieved from liability in respect of such fees and charges or from penalties attached to non-payment hereby imposed by reason of non-receipt of any notice or statement of account thereof.
- 9.7 Application for new or reinstatement of or alteration in Garbage Collection Service fees may be prorated to the end of the year.
- 9.8 In the event that the city has made an error in its calculation of fees to an Owner, it may, upon written application providing full details and the amount claimed, refund the overcharge to that Owner for a period up to but not exceeding six years.

10. Failure to Comply

- 10.1 Failure to comply with Sections 6.10, 7.2 and 8.2.1 herein may result in the City by its own employees or authorized agents, cleaning up and removing such Attractant and the cost of such cleaning and removal shall be charged to the Owner of the property and where such charges are unpaid on the thirty-first of December in the same year, they shall be added to and form part of the taxes payable in respect of that real property as taxes in arrears.

11. Inspection and Enforcement

- 11.1 The Operations Manager, Parks/Arena Foreman and Bylaw Enforcement Officer may enter, at all reasonable times, upon any property in order to ascertain whether the regulations set out in this Bylaw are being obeyed.
- 11.2 No person shall prevent or obstruct, or attempt to prevent or obstruct, the entry of the Operations Manager, Parks/Arena Forman and Bylaw Enforcement Officer upon any property as authorized under Section 11.1 of this Bylaw
- 11.3 No person shall do any act or suffer or permit any act or thing to be done in contravention of this Bylaw.
- 11.4. Every person who violates any provision of this bylaw, or who permits any act or thing to be done in contravention of this Bylaw, or who fails to do any act or thing required by this bylaw, shall be deemed to have committed an offence against this Bylaw and:
- a) shall be liable to a fine set out in the Municipal Ticket Information System Bylaw, as amended from time-to-time; or
 - b) shall be liable, upon summary conviction to the penalties provided under the Offence Act.
- 11.5 Each day that an Offence against this Bylaw continues it shall be deemed a separate and distinct offence.

12. Severability

- 12.1 If any section of this Bylaw is held to be invalid by a Court of competent jurisdiction, then such invalid portion shall be served and such decision shall not affect the validity of the remainder of the Bylaw.

READ A FIRST TIME THE 9th DAY OF MAY, 2017.

READ A SECOND TIME THE 9th DAY OF MAY, 2017.

READ A THIRD TIME THE 9th DAY OF MAY, 2017.

ADOPTED THIS 23rd DAY OF MAY, 2017.



Director of Corporate Administration



Mayor

Certified a true copy, this _____ day of _____.

