

**THE CORPORATION OF THE CITY OF DAWSON CREEK**

**BYLAW NO. 4035**

A Bylaw of The Corporation of the City of Dawson Creek (hereinafter called the City) to maintain, regulate and control the collection and disposition of solid waste in the City of Dawson Creek.

**WHEREAS**, the Council of the City of Dawson Creek deems it expedient to revise its regulations in respect of the operation and use of the City's waste collection and disposal service;

**NOW THEREFORE**, the Council of the City of Dawson Creek enacts as follows:

**Part One: Interpretation**

Definitions

1. In this bylaw, unless the context requires otherwise, the following terms have the following meanings:
  - (a) "Approved Waste Management Facility" means the Bessborough Landfill and all associated transfer stations operated by the Peace River Regional District;
  - (b) "Curbside pickup account" – an account that is set up by the property owner or occupant of a property when water service to that property is activated. A curbside pickup account may include single residential dwelling buildings, multiple residential dwelling buildings, residential properties and non residential properties including, but not limited to business office units and churches;
  - (c) "City" means The Corporation of the City of Dawson Creek;
  - (d) "Garbage Bag" means a bag manufactured from durable plastic that is strong enough to withstand normal handling and lifting, is free from rips or tears, is capable of being securely tied at the top, and is no more than 1 metre in height and 0.67 metres in width;
  - (e) "Service" means the service described in Part Three of this bylaw;
  - (f) "Service Area" means the area within the municipal boundaries of the City of Dawson Creek in which the service is provided under this bylaw;
  - (g) "Standard Container" means a rigid durable receptacle that has a maximum capacity of 45 Litres, is manufactured from either metal that has been treated so that it will not corrode, or plastic, and is fitted with secure handles and a water-tight cover;

- (h) "Waste" means all garbage, trade waste, refuse, and other discarded material, but excludes material that is not accepted at an approved waste management facility and material that may be recycled;
- (i) "Waste Collection Contractor" means a third party that has entered into a contract with the City for waste collection services.

## **Part Two: The Service**

### Establishment of the Service

2. The City hereby establishes the service and shall provide the service within the municipal boundaries of the City.
3. For the purposes of providing the service, the City may utilize its own labour and equipment or the labour and equipment of a third party contractor.

### Disposal of Waste

4. No person shall dispose of waste except in accordance with this bylaw and all other applicable enactments.
5. Every curbside pickup account owner and/or occupier shall dispose of waste through the use of the service or directly at an approved waste management facility.

### Mandatory Curbside Pickup Account

6. Every owner or occupant of real property shall establish a curbside pickup account for the use of this service when water service to that property is activated or establish and utilize a commercial container service with an authorized provider.

## **Part Three: Waste Collection**

### Waste Collection for Curbside Accounts

7. The City shall provide waste collection to each curbside pickup account owner once per week and in accordance with the schedule for waste collection determined by the City.
8. Every curbside pickup account owner shall provide standard containers sufficient in number at all times to contain all waste originating from his or her property and shall store all such waste on the property in such containers.
9. Every curbside pickup account owner shall replace any standard containers that have become so damaged that they are no longer water-tight, do not adequately contain waste deposited in them, or are otherwise no longer safe for use.
10. Every curbside pickup account owner shall store all standard containers on his or her property.
11. No curbside pickup account owner and/or occupier shall deposit any liquid in a standard container or garbage bag or allow or permit any liquid to accumulate in a standard container or garbage bag.

12. No curbside pickup account owner and/or occupier shall deposit in a standard container any table and kitchen waste, wet waste, or floor sweepings, sawdust, or other granular waste, or waste that may adhere to the container unless such waste is contained in a plastic garbage bag or is wrapped in paper.
13. No curbside pickup account owner and/or occupier shall deposit in a standard container or garbage bag any explosive, volatile, or corrosive materials, biomedical waste, gypsum board, paint cans, fuel, oil or other lubricant filters, hot ashes, animal cuttings or waste, dead animals, or other material that may affect the health and safety of waste collection and disposal personnel.
14. No curbside pickup account owner and/or occupier shall deposit, in a standard container or garbage bag, any cardboard or other material that may be recycled.
15. Every curbside pickup account owner and/or occupier shall ensure that each standard container or garbage bag containing waste placed for collection does not weigh in excess of 20 kilograms;
16. Every curbside pickup account owner and/or occupier shall, by 7:00 a.m. on the day of the week designated by the City for waste collection, place all standard containers and garbage bags containing waste to be collected by the City within two metres of the street serving his or her curbside pickup account address.
17. The City or the Waste Collection Contractor shall not collect more than two standard containers or garbage bags from each curbside pickup account address unless additional bags are affixed with a pre-paid tag that may be purchased from the City or the City's authorized agent at the cost set out in Schedule "A".
18. Every curbside pickup account owner and/or occupier is responsible for any and all waste that is not collected by the City and shall dispose of such waste directly at an approved waste management facility.
19. Every curbside pickup account owner and/or occupier of a curbside pickup account address shall remove all standard containers from the street serving his or her account address within 24 hours of waste collection and return such containers to his or her property.

#### **Part Four: Fees**

##### Waste Collection Fees

20. Every curbside pickup account owner shall pay the applicable fees set out in Schedule "A" to this bylaw.
21. The City shall render accounts in respect of all applicable fees under this bylaw to the owners and/or occupiers of the curbside pickup account address required to use the service in accordance with the policies adopted by the City from time to time.
22. In the event that any account, in respect of fees under this bylaw, remains unpaid by the owner and/or occupier of the real property to which the service was provided by the City as of the 31<sup>st</sup> day of December in any year, such fees shall be deemed by the City to be taxes in arrears in

respect of the property and shall be placed on the tax roll for collection by the City in the following year.

### **Part Five: Miscellaneous Provisions**

#### Application

23. This bylaw applies within the whole of the service area.

#### Enforcement

24. The City may suspend the provision of the service to real property for which the owner and/or occupier is in contravention of this bylaw, but the suspension shall not affect the fees payable in respect of the real property under this bylaw.

25. A Bylaw Enforcement Officer may, at all reasonable times, enter onto private property for the purposes of ascertaining whether the requirements of this bylaw are being satisfied by the owners and/or occupiers of the property.

26. No person shall obstruct, interfere with, or hinder in any way, a Bylaw Enforcement Officer exercising his or her authority to enter private property under Section 24 of this bylaw.

#### Offence

27. Any person who contravenes a provision of this bylaw, or who suffers or permits a contravention of this bylaw, is guilty of an offence and is liable, on summary conviction, to a fine not exceeding \$5,000.00, imprisonment, or both.

#### Schedules

28. Schedule "A" is attached to this bylaw and forms a part of this bylaw.

#### Repeal

29. "The Waste Collection and Disposal Regulation Bylaw No. 3654, 2003", and all amendments thereto, are hereby repealed.

#### Severance

30. If any section, subsection or clause of this Bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.

#### Short Title

31. This bylaw may be cited as "The Waste Collection and Disposal Regulation Bylaw No. 4035, 2009".

**READ** a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**READ** a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**READ** a third time this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CERTIFIED A TRUE AND CORRECT COPY** of Bylaw No. 4035 cited as "The Waste Collection and Disposal Regulation Bylaw No. 4035, 2009".

\_\_\_\_\_  
Brenda Ginter  
Corporate Administrator

The Corporate Seal of **THE CORPORATION OF THE CITY OF DAWSON CREEK** was affixed in the presence of:

\_\_\_\_\_  
Mike Bernier - Mayor

\_\_\_\_\_  
Brenda Ginter - Corporate Administrator

Schedule A

**SCHEDULE "A" TO BYLAW NO. 4035**

Fees

Standard Container Collection

Type of Service

Fee

Curbside pickup account

\$12.00 Per Month

Pre-Paid Tag

\$3.00 per tag