



VILLAGE OF HARRISON HOT SPRINGS

NOTICE OF MEETING AND MEETING AGENDA

SPECIAL COUNCIL MEETING

Date: Tuesday, December 14, 2010
Time: 4:00 p.m.
Place: Council Chambers, Village of Harrison Hot Springs

1. CALL TO ORDER

Meeting called to order by Mayor Becotte

2. REPORTS FROM STAFF

☐ Fire Truck

Report of Chief Administrative Officer – December 13, 2010

Re: Ladder Truck – Fire Department Issue

THAT Council authorizes the Mayor and Corporate Officer to sign the contract between the City of Abbotsford and the Village of Harrison Hot springs for the acquisition of a ladder truck at \$300,000.00 plus taxes; and

THAT Council establish a budget of \$200,000.00 for a side bay addition to the Fire Hall; and

THAT Council invite the District of Kent to participate in the training program associated with the new ladder truck.

3. ITEMS FOR DISCUSSION

☐ FRVL and
FVRD Board
appointments

Fraser Valley Regional District Board appointments
Fraser Valley Regional Library Board appointments

4. BYLAWS

☐ Bylaw 959
Waste Collection
and Disposal

THAT Waste Collection and Disposal Bylaw No. 959, 2010 be adopted.

5. ADJOURNMENT

THAT pursuant to Section 90(1) (l) of the *Community Charter* the meeting be closed to the public.



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council

DATE: Dec. 15, 2010

FROM: Ted Tisdale,
Chief Administrative Officer

FILE: 7200-01

SUBJECT: Ladder Truck – Fire Department Issue

ISSUE:

The Acquisition of a ladder truck for the Village of Harrison Hot Springs Fire Department.

BACKGROUND:

Over the past few years there has been an ongoing discussion with the City of Abbotsford with respect to the Village acquiring the City of Abbotsford's surplus ladder truck, but unfortunately there was an incomplete paper trail to this acquisition. This fact was also acknowledged by the City of Abbotsford who indicated that they took the responsibility to prepare the Purchase Agreement which was not done until just recently.

Additional issues have arose with respect to this equipment. One being the manning levels of the Fire Department which is currently being addressed through an active recruitment program. Chief Labossiere advises that he now has two additional firefighters (e-mail attached). The additional issue was the extension of the fire hall to accommodate the vehicle. The initial thinking was to construct a 10 foot addition to the front, but unfortunately this creates safety problems for the vehicle if returning from the fire or practice run in that it must stop on Hot Springs Road and back in to the bay. Secondly, if they wish to service the vehicle it would be moved outside and would overhang the sidewalk forcing the pedestrians to walk on the road way around the vehicle. As an alternative pricing has been achieved and obtained to build a side bay which then would allow circular movement of the vehicle into its bay. The cost of this is estimated to be \$165,000.00 plus contingency.

In a recent meeting with the City of Abbotsford representatives they confirmed that the sale price would be \$300,000.00 plus tax (which is considered minimal) and they would equip the truck to make sure it is operational when it is brought into service at the Village of Harrison Hot Springs. In discussions with Chief Beer he advised that when a ladder truck is purchased it only comes with a ladder apparatus and it is up to the Fire Department to outfit the truck with hoses and other equipment. Abbotsford has offered to ensure the vehicle is operational.

The Director of Finance has reviewed the upcoming budget and has identified sufficient funding to allow for the addition of another bay at the fire hall to accommodate the ladder truck. It is suggested that we set a budget of \$200,000.00 for the addition to address any unknowns.

The Village has received one quote for this work from Gerry Enn's Contracting at \$165,000.00. Preview Builders have also been requested to provide a quote but at the time of writing the quote has not been received. Rob Powers of CHPA has also been requested to draft basic specifications for the work so we can ask Gerry Enn's Contracting, Preview Builders and another builder to provide bids based on the specifications. We will also place a notice in the paper inviting all who are interested to submit their proposals.

There have also been discussions with the District of Kent Fire Chief and CAO with respect to the ladder truck and their interest in partnering in this acquisition. They advise that they do not have the budget currently to participate but do support Harrison acquiring the truck because they can see a use for it in the District of Kent as they move forward with their strategy to build up. Also recognizing the value of the agreement for Fire Protection Services between the District of Kent and the Village of Harrison Hot Springs, it would be beneficial to allow training opportunities for the District of Kent paid on call staff to learn to operate the Village's ladder truck.

RECOMMENDATION:

THAT Council authorizes the Mayor and Corporate Officer to sign the contract between the City of Abbotsford and the Village of Harrison Hot Springs for the acquisition of the ladder fire truck at \$300,000.00 plus taxes; AND

THAT Council establish a budget of \$200,000.00 for a side bay addition to the fire hall; and

THAT the District of Kent be invited to participate in the training program associated with the new ladder truck.


Respectfully submitted for your
consideration;



Ted Tisdale
Chief Administrative Officer

DIRECTOR OF FINANCE COMMENTS:

I concur with the recommendation.



Dale Courtice
Director of Finance

ASSET PURCHASE AGREEMENT

File: 1220-20/1324B

THIS AGREEMENT made the ____ day of ____, 2010

BETWEEN:

CITY OF ABBOTSFORD

City Hall
32315 South Fraser Way
Abbotsford, British Columbia
V2T 1W7

(the "Seller")

AND:

VILLAGE OF HARRISON HOT SPRINGS

Box 160, 495 Hot Springs Road
Harrison Hot Springs, British Columbia
V0M 1K0

(the "Buyer")

WHEREAS:

- A. The Seller is a municipal corporation which owns the Equipment;
- B. The Seller is purchasing a new fire engine to replace the Equipment and has agreed to sell the Equipment to the Buyer upon delivery and acceptance of the new fire engine.
- C. The Buyer is a municipal corporation which wishes to purchase all of the right, title and interest of the Buyer in and to the Equipment.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the parties agree as follows:

1.00 INTERPRETATION

Where used herein or in any of the Schedules hereto, the following terms shall have the following meanings respectively:

"Buyer" means the Village of Harrison Hot Springs;

"Closing" means the completion of the purchase and sale of the Equipment in consideration of payment of the balance of the Purchase Price on the Closing Date;

"Closing Date" means no later than *March 31, 2011* or such other date as may be

agreed, in writing, between the parties hereto;

"Equipment" means the **2001 Spartan/Smeal 75' aerial ladder truck SMEAL Model 2385 Serial# VIN- 4S7AW40941C038449;**

"Possession Date" means the Closing Date;

"Purchase Price" shall have the meaning attributed thereto in paragraph 3;

"Seller" means the City of Abbotsford;

1.01 Headings

The headings used in this Agreement are for convenience or reference only and shall not affect the construction or interpretation of this Agreement.

1.02 Number and Gender

All words importing the singular number include the plural and vice versa, and all words importing gender include the masculine, feminine, and neuter gender.

1.03 Canadian Funds

All dollar amounts referred to in this Agreement are in Canadian funds.

2.00 PURCHASE AND SALE OF EQUIPMENT

Upon the terms and subject to the conditions of this Agreement, the Seller agrees to sell, assign and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, all of the Seller's right, title and interest in the Equipment.

3.00 PURCHASE PRICE

The purchase price payable by the Buyer to the Seller for the Equipment shall be the combined total of:

(a) THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS; and

(b) ^{net} an amount equal to the additional sales taxes payable by the City when purchasing a replacement fire engine attributable to the City being unable to offer the Equipment as a trade-in vehicle with a value of \$300,000.

4.00 PAYMENT OF THE PURCHASE PRICE

The Purchase Price shall be paid as the balance of the Purchase Price upon Closing and acceptance of the Equipment to the Buyer in accordance with the requirements of this Agreement.

5.00 NO WARRANTY OR REPRESENTATION

5.01 Due Diligence

The Buyer acknowledges and agrees that the Seller has made no representations or warranties that the Equipment will conform strictly to the specifications or other descriptions contemplated under this Agreement, or that the Equipment will be merchantable, of good quality material, free from defects or suitable for the particular purpose or use for which it is purchased, and the Buyer further acknowledges, covenants and agrees:

- (a) that prior to the execution of this Agreement, the Buyer has completed its own inspections and investigations of the Equipment and has satisfied itself that the Equipment is in a condition satisfactory to it as would be expected by general usage in the industry, and is in accordance with the description and specifications contemplated by this Agreement;
- (b) that it shall take title to, and possession of, the Equipment on an "as is" basis in substantially the same condition as viewed by the Buyer during its inspection, subject to normal wear and tear consistent with the use of the Equipment as a fire apparatus; and
- (e) to release indemnify and save harmless the Seller from and against any claims, demands, liabilities, losses, damages or expenses which the Buyer might now have or may be suffered by the Seller, arising out of, or in connection with its ownership, possession, use or operation of the Equipment from and after the Closing Date.

6.00 COVENANTS OF THE SELLER

6.01 Access by Buyer

Upon reasonable notice throughout the period prior to the Closing Date, the Seller will give to the Buyer full access to the Equipment and to all records relating to the maintenance and repair of the Equipment, and will furnish to the Buyer during that period all such additional information as the Buyer may reasonably request.

6.02 Further Covenants of the Seller

The Seller covenants and agrees that:

- (a) the Seller shall, out of the portion of the Purchase Price to be paid on the Closing Date, discharge any financial obligations and debts it has with respect to the Equipment; and
- (b) the Seller shall provide at Closing all documentation and agreements set forth under paragraph 12.02.

7.00 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows, with the intent that the Seller shall rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

7.01 Status of Buyer

The Buyer is a municipal corporation duly incorporated, validly existing and in good standing under the laws of British Columbia, has the power and capacity to enter into this Agreement and carry out its terms.

7.02 Authority to Purchase

The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Buyer, and this Agreement constitutes a legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms except as limited by laws of general application affecting the rights of creditors.

8.00 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer as follows, with the intent that the Buyer shall rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement.

8.01 Status of Seller

The Seller is a municipal corporation duly incorporated, validly existing and in good standing under the laws of British Columbia, has the power and capacity to enter into this Agreement and carry out its terms.

8.02 Authority to Purchase

The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Seller, and this Agreement constitutes a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms except as limited by laws of general application affecting the rights of creditors.

9.00 COVENANTS OF THE BUYER

9.01 Closing

The Buyer covenants and agrees that the Buyer shall on the Closing Date:

- (a) pay to the Seller the balance of the Purchase Price in the amount specified herein.

9.02 Taxes

The Buyer shall be liable for and shall pay all sales taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Equipment by the Seller to the Buyer. The Buyer shall be liable for and shall pay all applicable Goods and Services, Harmonized and Sales Tax.

10.00 **SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

10.01 Seller's Representations, Warranties and Covenants

All representations, warranties, covenants and agreements made by the Seller in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive Closing and shall continue in full force and effect for the benefit of the Buyer.

10.02 Buyer's Representations, Warranties and Covenants

All representations, warranties, covenants and agreements made by the Buyer in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and shall continue in full force and effect for the benefit of the Seller.

11.00 **CONDITIONS PRECEDENT TO CLOSING**

11.01 Conditions Precedent of the Buyer

The sale and purchase of the Equipment contemplated by this Agreement is subject to the following terms and conditions for the exclusive benefit of the Buyer:

- (a) the Seller shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it; and
- (b) at the Closing Date there shall have been no material adverse change or damage to the Equipment since the Buyer's inspection, other than normal wear and tear as would be expected by general usage in the industry;

11.02 Conditions Precedent of the Seller

The sale and purchase of the Equipment contemplated hereunder is subject to the following terms and conditions for the exclusive benefit of the Seller:

- (a) the Seller having accepted and taken delivery of a new fire engine as a replacement for the Equipment by the Closing Date;
- (b) the Buyer shall have paid that part of the Purchase Price to be paid at Closing as provided herein; and
- (c) the Buyer shall have complied with all covenants and agreements herein

agreed to be performed or caused to be performed by it.

11.03 Performance

In the event any of the foregoing conditions shall not be fulfilled or performed or waived by the Seller or the Buyer, as applicable, prior to the Closing Date, the parties may by mutual agreement agree to extend the Closing Date, or any party hereto may in its sole discretion discontinue further pursuit of this Agreement and so may withdraw from this Agreement without any further obligation to the other party hereto.

11.04 Extension of Closing Date

The Buyer acknowledges that the purchase and sale of the Equipment contemplated by the Agreement is subject to the Seller first taking delivery of a new fire engine to replace the Equipment. The Buyer therefore agrees that should the delivery of the new fire engine to the Seller be delayed beyond the Closing Date, the Buyer will extend the Closing Date, as may be necessary, until such time as the new fire engine is delivered and the Equipment becomes available for transfer to the Buyer.

11.05 Waiver

Any party hereto may at its sole discretion waive any condition or covenant or any condition or covenant which is for that party's exclusive benefit.

12.00 CLOSING

12.01 Time of Closing

Subject to the terms and conditions of this Agreement, the Closing shall be completed on the Closing Date.

12.02 Delivery by the Seller

At the Closing the Seller shall deliver or cause to be delivered to the Buyer:

- (a) a bill of sale and transfers in form and content satisfactory to the Buyer, appropriate to effectively vest a good and marketable title, free and clear of all liens, charges or other encumbrances, to the Equipment in the Buyer to the extent contemplated by this Agreement; and
- (b) possession of the Equipment, with delivery to take place at:

City of Abbotsford Fire Department
32270 Dahlstrom Avenue
Abbotsford, B.C., V2T 2L1.

12.03 Documents to be Delivered by the Buyer

At the closing the Buyer shall deliver or cause to be delivered to the Seller:

- (a) a certified cheque or bank draft payable to the Seller for the balance of the Purchase Price.

13.00 RISK OF LOSS

From the date of this Agreement to the Closing Date, the Equipment shall be and remain at the risk of the Seller. From and after the Closing Date, the Equipment shall be and remain at the risk of the Buyer. If the Equipment is lost, damaged or destroyed before Closing, the Buyer may, in lieu of terminating this Agreement, elect by notice in writing to the Seller to complete the purchase to the extent possible without reduction of the purchase price, in which event all proceeds of any insurance or compensation in respect of such loss, damage or destruction shall be payable to the Buyer and all right and claim of the Seller to any such amounts not paid by Closing shall be assigned to the Buyer.

14.00 FURTHER ASSURANCES

The parties shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

15.00 NOTICE

All notices required or permitted to be given under this Agreement shall be in writing and personally delivered to the address of the intended recipient set forth on the first page of this Agreement or at such other address as may from time to time be notified by any of the parties in the manner provided in this Agreement.

16.00 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.

17.00 TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

18.00 APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia.

19.00 SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the parties and their respective

successors and assigns.

20.00 FORCE MAJEURE

"Force Majeure" shall mean any one or more of the following events:

- (a) an act of God;
- (b) a war, revolution, insurrection, riot, blockade or any other unlawful act against public order or authority;
- (c) a strike, lockout or other industrial disturbance;
- (d) a storm, fire, flood, explosion or lightening;
- (e) a governmental restraint;
- (f) a delay in any administrative, municipal or regulatory approval process beyond 60 days in spite of the reasonable efforts of the Seller and/or the Buyer; and
- (g) a shortage in labour or materials.

If any party is prevented by Force Majeure from carrying out any of its obligations hereunder, the obligations of the party, insofar as its obligations are affected by the Force Majeure, shall be suspended while (but only for so long as) the Force Majeure continues to prevent the performance of the said obligations. Any party prevented from carrying out any obligation hereunder by Force Majeure shall promptly give the other party notice of the Force Majeure including reasonably full particulars in respect thereof. The party claiming suspension of its obligations as aforesaid shall promptly remedy the cause and effect of the Force Majeure described in the said notice insofar as it is reasonably able to do so; provided that the terms of settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of the party claiming suspension of its obligations hereunder by reason thereof and that party shall not be required to accede to the demands of its opponents in any strike, lockout or industrial disturbance solely to remedy promptly the Force Majeure thereby constituted.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF the Corporate)
Seal of the Seller, City of Abbotsford, was)
hereunto affixed in the presence of:)

MAYOR)

C/S

CLERK)

IN WITNESS WHEREOF the Corporate)
Seal of the Buyer, Village of Harrison Hot)
Springs, was hereunto affixed in the)
presence of:)

MAYOR)

CLERK)

C/S



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** December 14, 2010
FROM: Debra Key, Corporate Officer **FILE:** 0400-50-03
SUBJECT: Fraser Valley Regional District Board and Fraser Valley Regional District Hospital Board

ISSUE:

Appointment of Fraser Valley Regional District Board and Fraser Valley Regional District Hospital Board Directors and Alternates.

BACKGROUND:

Section 784 of the *Local Government Act* states that each municipal director is to be appointed at pleasure by the Council among its members. Section 786 of the *Local Government Act* also states that the Council of a municipality may appoint a council member as an alternate director.

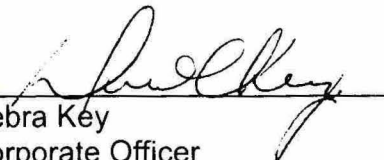
The inaugural meeting of the Fraser Valley Regional District Board to elect Chairs and Vice Chairs for the Board is on December 15, 2010.

RECOMMENDATION:

THAT Council appoint a member of Council to fulfil the role as municipal director for the Fraser Valley Regional District; and

THAT Council appoint a member of Council to fulfil the role as alternate municipal director for the Fraser Valley Regional District.

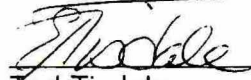
Respectfully submitted for your consideration;


Debra Key
Corporate Officer

DIRECTOR OF FINANCE COMMENTS:

Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:

A handwritten signature in cursive script, appearing to read "T. Tisdale", is written over a horizontal line.

Ted Tisdale
Chief Administrative Officer



VILLAGE OF HARRISON HOT SPRINGS

REPORT TO COUNCIL

TO: Mayor and Council **DATE:** December 14, 2010
FROM: Debra Key **FILE:** 7960-20
SUBJECT: Appointments to Fraser Valley Regional Library Board

ISSUE:

To appoint a municipal director and alternate director to the Fraser Valley Regional District Board.

BACKGROUND:

Pursuant to section 35 of the *Library Act*, the local government may appoint a representative from Council to be a member of the library board. Note that a new appointment is required annually and it has been the Village of Harrison Hot Springs' practice to appoint a representative and an alternative.

The next meeting of the Fraser Valley Regional Library Board is January 26, 2011.

RECOMMENDATION:

THAT Council appoint a member of Council to fulfil the role as municipal director for the Fraser Valley Regional Library Board; and

THAT Council appoint a member of Council to fulfil the role as alternate municipal director for the Fraser Valley Regional Library Board.

Respectfully submitted for your
consideration;


Debra Key
Corporate Officer

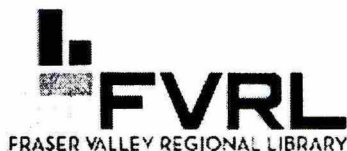
DIRECTOR OF FINANCE COMMENTS:

Dale Courtice
Director of Finance

CHIEF ADMINISTRATIVE OFFICER COMMENTS:



Ted Tisdale
Chief Administrative Officer



Administrative Centre | 34589 Delair Road | Abbotsford, BC | V2S 5Y1
Tel: 604-859-7141 | Toll-free: 1-888-668-4141 | Fax: 604-852-5701

December 8, 2010

Dear FVRL Members:

This is just a friendly reminder about appointing your local government's 2011 representative and alternate to the Board of Fraser Valley Regional Library.

According to the *Library Act*, which governs your FVRL membership, regular appointments to FVRL's Board are to be made "each December at the first meeting of the municipal council or regional district board." The *Library Act* also states that "a member of the library board holds office for a term of 1 year" and that "a member is eligible for reappointment, but no member may serve for more than 8 consecutive years."

The first 2011 FVRL Board meeting is planned for Wednesday, January 26, 2011 and will include the election of officers, official Board portraits, orientation to FVRL, and the weighted vote on the 2011 budget.

If you have not already done so, would you please send to my attention a confirmation of your Board representative and alternate appointments? Kindly send this not later than December 31, 2010 to the address above, by fax to 604-859-4788, or by email to irene.geng@fvrl.bc.ca.

If I can be of further assistance to you on this matter, feel free to contact me.

Yours truly,

A handwritten signature in black ink that reads 'Irene Geng'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Irene Geng
Office of the Chief Executive Officer



VILLAGE OF HARRISON HOT SPRINGS BYLAW NO. 959

A bylaw for the collection and disposal of domestic waste, recyclables and green waste and to establish a fee payable for services provided

WHEREAS the Village of Harrison Hot Springs has deemed it advisable to establish a bylaw to provide a system for the collection and disposal of solid waste, recyclables and green waste and to establish fees;

NOW THEREFORE in open meeting assembled, the Mayor and Council of the Village of Harrison Hot Springs enacts as follows:

1. CITATION

This Bylaw may be cited for all purposes as the Village of Harrison Hot Springs "Waste Collection and Disposal Bylaw No. 959, 2010".

2. INTERPRETATION

"Animal" means any animal that is normally domesticated including but not limited to dogs and cats and birds and any mammals not normally domesticated including but not limited to bears, cougars, coyotes, wolves, foxes, raccoons and skunks.

"Animal Resistant Container" means a fully enclosed receptacle with a sturdy, tight-fitting, self closing lid. Hinges and latches for lids and bag removal must be sufficiently strong and constructed in a manner that they cannot be pried open by jaws or claws. Container material must be sufficiently strong to prevent wildlife chewing, battering or crushing the container. The bin must be sufficiently stable or capable of being anchored to prevent tipping by large animals.

"Collection Service" means the solid waste service established by the Village of Harrison Hot Springs for the collection of Garbage, Recyclables and Green Waste

"Container" means a biodegradable garbage bag or a waste receptacle owned, leased, or rented by a Resident, constructed of non-corrosive durable metal or plastic, equipped with a tight fitting cover constructed of the same or similar materials, having a maximum capacity of 121 litres weighing no more than 25 kgs, which must be capable of being manually emptied and shall be capable of being fully closed to reduce odours and reasonably prevent access by animals

"Contractor's Representative" means the representative of the Contractor designated to perform collection and disposal services

"Database" means the computer database containing each Residence and Owners and the level and frequency of Collection Service for each Residence and containing adequate information to fully administer the Bylaw and provide the Collection Service under the Bylaw.

"Domestic Waste" means domestic garbage, wrappers, non recyclable packaging, kitchen waste, food products, pet food, bird feed, compost, noxious weeds, diapers, grease, game meat, fruit; combustibles such as leather, wood scraps, and non-recyclable paper; non-combustibles, such as crockery, unmarketable glass, dirt, ashes from fireplaces and solid fuel burning appliances; un-usable construction and demolition refuse, non-metal pipe and unrecyclable plastics; non locally recyclable empty household product containers, and accumulations of animal, fruit or vegetable matter that attends the use and preparation of meat, fish, fowl, fruits or vegetables.

"Environmental Law" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws.

"Green Waste" means leaves, clippings, pine needles, plant materials, stalks and prunings up to 6.35 mm (1/4") in diameter approved for the Green Waste program by the Village. Green Waste does not include rocks, concrete, wire, loose soils, food waste; plastics and synthetic fibers; plywood, laminate, painted wood, pressure treated or chemically altered wood; any wood or tree limbs over 6.35 mm (1/4") in diameter; human or animal excrement; noxious weeds; soil contaminated with hazardous substances, including pesticides or herbicides; or any material which is defined as a Household Hazardous Product or Special Waste under the *Waste Management Act* of British Columbia.

"Hazardous Substance" means a contaminant, pollutant, dangerous good, waste, toxic substance, Household Hazardous Product, special waste or hazardous substance as defined in or pursuant to any Environmental Law;

"Household Hazardous Product" means a substance and any product used to contain it which is explosive, corrosive, flammable, reactive and/or toxic and which originates from residential sources in quantities, which are exempt from the application of Section 2(6) of the *Special Waste Regulation* under the British Columbia *Waste Management Act*, as amended from time to time.

"Implementation Date" means January 1, 2011.

"Recyclables" means newspaper, cardboard, any paper, plastic bags, household plastic containers coded 1 through 7, bottles, jars, milk jugs, tetra-paks, flyers, wax cardboard, books or other products accepted by the Contractor for disposal at a licenced facility

"Recycling Container" means any clear or clear blue biodegradable bag or any Container used or owned by the resident, the Contractor or the Village for the temporary storage of Recyclables at curbside

"Residence" means a Single-Family Dwelling or a Duplex that the Village bills for Collection Services.

"Service area" means the area within the municipal boundaries of the Village of Harrison Hot Springs

"Tag Sticker" means the sticker required to be used for the pickup of extra garbage

"Village" means the Village of Harrison Hot Springs

"Waste Collection Day" means the day established by the Village for the curbside collection of waste

3. GENERAL CONDITIONS

- (a) This Bylaw only applies to single family dwellings and duplexes.
- (b) No person shall dump or dispose of any waste except in accordance with the provisions of this bylaw or by direct authorization of the Village.
- (c) No person shall deposit or use waste for lot filling or leveling purposes.
- (d) No person shall allow waste of any kind whatsoever to leak, spill, blow or drop from any vehicle or container onto any street within the Village.
- (e) No Person shall place or cause to be placed any Waste upon any street or public land other than in accordance with the Residential Waste Collection Service conditions.
- (f) No person shall dispose of Waste into a Container belonging to another person unless given the authority to do so by the owner or occupier of the premises.
- (g) No Person shall open any Container, add anything thereto or in any way disturb or tamper with the contents thereof, nor shall any Person handle, interfere with, disturb or tamper with any Container placed for collection other than the Waste Collector or a Bylaw Enforcement Officer.
- (h) Nothing contained in this bylaw shall be construed as to prevent any person from the Village from hauling his own Waste to the Landfill.

4. RESIDENTIAL DOMESTIC WASTE COLLECTION SERVICE

- (a) The Village is authorized to establish, maintain, and implement through a contract service agreement, a Residential Domestic Waste Collection Service within the Village, and impose public regulations, and billing procedures for said system.
- (b) The Residential Domestic Waste Collection Service shall include but may not be limited to the systematic and regularly scheduled emptying of Containers placed by Residents upon their frontage, and the disposal of the contents of Domestic Waste, Recyclables and Green Waste.
- (c) Every owner of a single family dwelling or duplex within the Village shall be entitled to have their Domestic Waste, Recyclables and Green Waste collected and disposed of by the Waste Collector, except where a Resident commits an offence against this bylaw.
- (d) Every owner of a single family dwelling or duplex within the Village shall pay the applicable fees for this service as set out in Schedule "A" and the billing cycle as approved by Council.
- (e) On their Waste Collection Day, each Resident requiring service shall:
 - i) Place a Container(s) for collection upon their frontage in a location that easily identifies the Container as belonging to the Resident, is clearly visible to the Waste Collector, as close as possible to the travelled portion of an adjacent street, level with the surface of the lane, but not on a sidewalk or in such a location as to interfere with or impede with vehicular or pedestrian traffic.
 - ii) Place a Container for collection no later than 7:00 a.m. on each Waste Collection Day.
 - iii) Place allowable containers of:
 - a) Domestic waste – one (1) container
 - b) Recyclable waste - may consist of a collection of container(s) with unlimited commingled recyclables, clearly identified with a recycling logo sticker.
 - c) Greenwaste – one (1) container
 - iv) Remove their Container from the property frontage to a site not visible from the frontage within 24 hours of it being emptied by the Waste Collector.
- (f) On their Waste Collection Day, each owner of a single family dwelling or duplex requiring service shall not:
 - i) Place more than one (1) Container for Waste Collector pick-up unless otherwise issued an extra tag sticker from the Village to do so.

- ii) Place Domestic Waste for Waste Collector pick-up unless inside a sealed Container.
- iii) Place any Container with a filled weight of over 25 kgs
- iv) Place a Container that is not fully closed or sealed.
- v) Place any other Waste other than Domestic Waste, recyclables or green waste into a Container to be collected.

5. FEES AND CHARGES

- (a) The Annual fee applicable under this Bylaw for single family dwellings and duplexes shall form a separate utility amount as billed on a payment schedule approved by Council.
- (b) A Person shall be deemed to have received notification of fees if said notification was mailed to the address maintained in the Village's property database and no Person shall be discharged or relieved from liability in respect of such fees or from penalties attached to non-payment hereby imposed by reason of non-receipt of any statement of account thereof.
- (c) A 10% penalty will be applied to any unpaid balance on the fees and charges outstanding by the due date.
- (d) Any fees and charges remaining unpaid by the end of the calendar year shall be deemed to be taxes in arrears.
- (e) All accounts shall be rendered to the owner of lands and premises to which the Residential Domestic Waste Collection Service is being provided on the basis that every tenant or occupier of said lands or premises shall be jointly liable with the owner for the same.

6. ENFORCEMENT AND IMPLEMENTATION PROVISIONS

- (a) This Bylaw comes into force and effect on January 1st, 2011.
- (b) This Bylaw is designated under the provisions of Section 260 of the *Community Charter* as a Bylaw that may be enforced by means of a ticket issued under the provisions of the Bylaw Notice Enforcement Bylaw.
- (c) Any person who violates any provision of this bylaw or who suffers or permits any act or thing to be done in contravention of or in violation of any of the provisions of this bylaw, or who neglects to do, or refrains from doing anything required to be done by any of the provisions of this bylaw commits an offence is subject to a fine of \$100.00 under the Bylaw Notice Enforcement Bylaw.
- (d) Recurring non-compliance of any provision of this bylaw that may affect the integrity of the Waste Collection System may result in suspension of the service pursuant to section 18(1) of the *Community Charter*.

- (e) Persons deemed to be in non-compliance will be provided reasonable notice of the suspension and will have opportunity to make representation to Council pursuant to section 18(2) of the *Community Charter*.
- (f) Each day that a contravention or violation of or failure to perform any provision of this bylaw continues to exist will be deemed to be a separate offence.
- (g) If any portion of this bylaw is found invalid by a decision of a court of competent jurisdiction, the invalid portion is severed without effect on the remaining portions of the bylaw.

7. GENDER NEUTRAL

- (a) This bylaw is gender neutral and accordingly, any reference or phrase to one gender includes the other.
- (b) Words in the singular include the plural and words in the plural include the singular.

5. SCHEDULES

Schedule "A" attached hereto and forming part of this bylaw.

6. REPEAL

- (a) "The Corporation of the Village of Harrison Hot Springs Bylaw No. 265 is hereby repealed in its entirety.

7. READINGS AND ADOPTION

READ A FIRST TIME THIS 6th DAY OF DECEMBER, 2010

READ A SECOND TIME THIS 6th DAY OF DECEMBER, 2010

READ A THIRD TIME THIS 6th DAY OF DECEMBER, 2010

ADOPTED THIS DAY OF , 2010

Mayor

Corporate Officer

SCHEDULE 'A'**Annual Fee**

Collection Fee per single family dwelling or duplex	\$153.00
Sticker Tags	\$ 2.00

