



**HAMLET OF ENTERPRISE**

**BYLAW #2021-88**

**"SOLID WASTE BYLAW"**

**APPROVED: December 14, 2021**  
**MOTION: 2021-428**

**Hamlet of Enterprise  
Solid Waste Bylaw 2019**

**BYLAW #2021-88**

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Being a BY-LAW OF THE HAMLET OF ENTERPRISE in the Northwest Territories, to provide for the establishment, operation, maintenance and alteration of Solid Waste provisions PURSUANT TO the *Hamlets Act, S.N.W.T., 2018, C-22, Section 72* and subsequent amendments thereto.  
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WHEREAS *Section 72* of the *Hamlets Act* authorises council to provide waste management Services, and

NOW THEREFORE, the Council of the Hamlet of Enterprise, in a duly assembled meeting enacts as follows:

**1. Short Title**

This bylaw may be cited as the “Solid Waste Bylaw (2019)”.

**2. Interpretation**

The interpretations, references and definition of words and phrases of the *Hamlets Act* shall apply to this bylaw.

**3. Definitions**

3.1 In this bylaw:

“**Approved**” means approved by the SAO.

“**Building**” means any structure used or intended for supporting or sheltering any use or occupancy.

“**Commercial**” means commercial profit making organizations principally engaged in the sale of goods or Services including retailers, offices, hotels and motels.

“**Commercial Waste**” means all Solid Waste generated by a commercial Premise except for Special Waste.

“**Construction Site**” means the location where building erection, renovation, demolition or work is being performed, and/or a location where surface or subsurface pipe work or mechanical work is being performed on any landscape or building where changes are being undertaken by anyone, or a location where excavations are being performed.

“**Construction Waste**” means any form of Solid Waste material including wood product, concrete, steel, iron, miscellaneous metals, gypsum product, clay product, non-contaminated soil or other granular fill, plastics and insulation that is generated a Construction Site, but does not include Hazardous Waste.

“**Council**” means the Council of the Hamlet of Enterprise.

**“Customer”** means anyone who has requested is receiving Municipal Services to collect Solid Waste, in accordance with this Bylaw.

**“Garbage Receptacle”** means a bin intended or used for the temporary storage of Household Waste;

**“Government”** means the Government of Canada, the Government of the Northwest Territories, the Northwest Territories Housing Corporation, the Hamlet, or any agency of any of them.

**“Hamlet”** means the Hamlet of Enterprise, its’ employees, Council members and any authorized contractors, delegates, or representatives.

**“Hazardous Waste”** means any chemical, biological, or bacteriological material or waste that is or may become explosive, radioactive, corrosive, flammable, reactive, toxic, or infectious presenting an actual or potential danger to human health and safety or to other living organisms in the environment, including, but not limited to any materials requiring placards or labels as identified by Transport Canada under the Transportation of Dangerous Goods Regulations or that is otherwise regulated by the Federal and/or Territorial Governments.

**“Household Waste”** means all Solid Waste generated by a Residential Premise except for Special Waste.

**“Industrial”** means any firm, organization, company, partnership, or sole proprietorship, whether incorporated or unincorporated whose primary business is resource exploration or development, manufacturing, fabrication, and marine and air transportation and includes but is not limited to the following premises:

- electrical power plants;
- airport and heliport and associated facilities;
- wharfs, piers and docks and associated facilities;
- dry docks and associated facilities;
- construction and work camps; or
- administrative, supply and maintenance bases and associated facilities for resource exploration and development.

**“Industrial Waste”** means any Solid Waste generated by an Industrial premise except for Special Waste.

**“Mayor”** means the Mayor of the Hamlet of Enterprise.

**“Municipal System”** or **“Municipal Service”** means the assets owned by the Hamlet to collect Solid Waste from private Property or premises and include the Trucked Service.

**“Owner or Property Owner”** means any Person who is the registered Owner of a Property, or any Person who is in lawful possession or occupation of buildings situated thereon.

**“Person”** includes a corporation and the heirs, executors, administrators or other legal representative of a Person.

**“Premise”** means real Property and may include any buildings thereon.

**“Property”** means real or Personal Property.

**“Rates”** means the charges for Services provided.

**“Residential”** means private home Owners, private renters and Residential establishments.

**“SAO”** means the Senior Administrative Officer of the Hamlet.

**“Services”** means Municipal Services provided, see “Trucked Service”.

**“Schedule”** means any Schedules attached to and forming part of this Bylaw.

**“Solid Waste”** includes any matter or material that is discarded, or is intended to be discarded.

**“Solid Waste Services”** includes the management of Solid Waste in the Hamlet of Enterprise, which includes the collection, transport, and disposal of Solid Waste.

**“Solid Waste Site”** means the Hamlet facility, or facilities, designated for the disposal of Solid Waste by the Senior Administrative Officer.

**“Special Waste”** means any Solid Waste that exceeds the size or weight restrictions set out in this bylaw for Household Waste, or:

- a) Hazardous Waste;
- b) Biomedical Waste;
- c) Construction Waste;
- d) Uncontained animal waste: and,
- e) Includes any other Solid Waste that requires special handling as designated by the Senior Administrative Officer from time to time, including:
  - a. computers (which includes monitors),
  - b. wet filled lead acid batteries,
  - c. waste oil, oil filters and oil containers,
  - d. vehicles and vehicle parts including tires;
  - e. propane tanks,
  - f. white goods/large appliances and small engine machines accepted at the Solid Waste Site,
  - g. animal carcasses including parts,
  - h. hydrocarbon contaminated soil,
  - i. non-contaminated soil,
  - j. scrap steel and metal,
  - k. tree branches, stumps, roots and logs,
  - l. waste oil, oil filters and containers, and
  - m. cooking grease from Commercial premises.

**“Trucked Service”** means Solid Waste collection Services provided by vehicles by or on behalf of the Hamlet.

#### **4. Authority of the Hamlet to Provide Municipal Services**

4.1 No Persons, except those authorized by Council, shall directly or indirectly engage in the provision of Solid Waste Services within the boundaries of the Hamlet.

#### **5. Authority and Duties of the SAO**

5.1 The Council delegates the SAO authority to do all things necessary in order to fulfill the responsibilities and duties necessary for the general administration, management and operation of the Solid Waste Services as set out in this Bylaw, including the power to make binding contracts with customers for the provision of Solid Waste Services, under the Act and in this Bylaw.

5.2 The SAO is authorized and directed to:

- a) supervise, control and administer the provision of Solid Waste Services and do all things necessary to fulfill responsibilities and duties under this Bylaw;
- b) deny the use of a Solid Waste site and/or collection Services, on either a temporary or permanent basis, to any Person who violates any of the terms of this Bylaw, including failing to pay the prescribed fees set in the Enterprise Fees and Charges Bylaw;
- c) control all construction, operations and maintenance related to the provision of Solid Waste Services;
- d) perform all acts that may be necessary for the efficient management and operation of Solid Waste Services;
- e) administer and enforce this Bylaw; and
- f) require to be done or undone any item or order issued by an authority over Solid Waste from the Government of Canada, the Government of the Northwest Territories, or Mackenzie Valley Land and Water Board.

5.3 The SAO may prescribe:

- a) orders; and
- b) specifications for:
  - I. Solid Waste disposal;
  - II. Trucked Service; and
  - III. other specifications necessary to carry out the provisions of this bylaw.

5.4 No Person or customer shall fail to comply with such orders and specifications.

5.5 The SAO may delegate specific authorities, duties and responsibilities outlined in this bylaw to other Hamlet staff.

5.6 The SAO may, subject to the approval by resolution of the Council:

- a) Adopt and amend, from time to time, rules and regulations necessary to carry out the provisions of this bylaw, and no customer or Person shall fail to comply with such rules and regulations;
- b) Adopt and amend, from time to time, specifications for Services, unaccepted waste and other specifications and no customer or Person shall fail to comply with such specifications; and

c) Adopt and amend, from time to time, service routes and times for provision of Services.

5.7 All such rules, regulations, specifications and Schedules shall be available for public inspection during regular business hours at the municipal office.

## **6. Finance and Accounting**

6.1 All costs for the provision of Solid Waste Services shall be financed through customer charges and any Solid Waste service specific grants, subsidies or other funding provided to the Hamlet by the Government of the Northwest Territories or others.

6.2 All monies collected for Solid Waste Services shall only be used to provide Solid Waste Services to customers including operation, maintenance, extension, repair, capital improvement and administration of the Solid Waste site.

6.3 The Hamlet shall establish a non-grantable capital replacement reserve fund.

6.4 All monies collected for the provision of Solid Waste Services shall be accounted for in a separate fund known as "Solid Waste Services".

## **7. Service Area**

7.1 The Hamlet shall provide Solid Waste Services for all Premises within the municipal boundaries.

7.2 The Hamlet shall not provide Municipal Services to un-serviced lots in areas designated as such.

7.3 Any Solid Waste Services provided by the Hamlet for areas outside the municipal boundaries will only be provided when such Services will not impede the provision of Solid Waste Services to customers within the Hamlet.

7.4 The Hamlet will establish additional charges, as determined by the SAO, for areas serviced outside of the designated service area.

7.5 The Hamlet will establish additional charges, as determined by the SAO, to provide Solid Waste Services to non-customer users, including bulk Services, contractors, tourists, or transportation providers using Hamlet facilities.

## **8. Description of Services**

8.1 The Hamlet shall provide a Solid Waste site to allow for the management of Solid Waste in the Hamlet for Residential and Commercial users.

8.2 Owners wishing to dispose of Solid Waste at the Solid Waste Site must notify the Hamlet and obtain access with Hamlet permission.

8.3 The Hamlet shall provide Trucked Services for the collection, transportation, and disposal of Solid Waste.

8.4 The Hamlet shall provide Residential and Commercial collection of Solid Waste weekly.

8.5 The Hamlet shall make every effort to provide safe, continuous and efficient Solid Waste Services. Nevertheless, the Hamlet shall not be liable for any damages, including business losses:

- a) caused by Solid Waste collected- from Residential or Commercial Premises;
- b) caused by the interference or cessation of Services in connection with the repair, expansion, replacement, or regular operation and maintenance of the Solid Waste site;
- c) caused by the interference or cessation of Services due to adverse weather conditions, road conditions, labour shortages, or vehicle mechanical problems;
- d) generally for any accident due to the operation at the Solid Waste site unless such action has been judged to be directly due to the negligence of the Hamlet or its employees.

8.6 Every Owner requesting an investigation into a failure or interruption in service to the Owner's Premises shall deposit with the Hamlet the estimated cost of such investigation as determined by the SAO. The Hamlet shall undertake the investigation and if the Hamlet's investigation reveals that the Hamlet is the cause of the failure or interruption in service, then the deposit shall be returned. If the SAO determines that the Hamlet is not the cause of the failure or interruption in service, the expense incurred by the Hamlet on an 'at cost' basis shall be levied on the Owner and the deposit deducted against that expense.

## **9. Authority to Cease or Restrict Service**

9.1 The SAO may, without notice, cease or restrict Solid Waste Services to any customers or part of the Hamlet should an emergency or perceived emergency exist that makes such action necessary.

9.2 The SAO may, in a non-emergency situation, including Scheduled repairs or alteration to the Solid Waste site, cease or restrict Solid Waste Services to any customer or part of the Hamlet. The SAO shall, when it is practical to do so, give public notice of such cessation or restriction of Solid Waste Services to all affected customers.

9.3 The SAO may discontinue service for any of the following reasons:

- a) failure to obey an order issued under subsection (4);
- b) non-payment of charges or fees levied pursuant to the Enterprise Fees and Charges Bylaw;
- c) blocking or obstructing Solid Waste Trucked Service;
- d) failure to provide free access to Premises for authorized staff; or
- e) contravention of any other section of this Bylaw.

9.4 When Solid Waste Services are discontinued, neither the Hamlet or its employees, or any municipal officials shall be liable for any costs or damages resulting from the discontinuance.

9.5 Where this Bylaw authorizes Solid Waste Services to be discontinued, the SAO shall, when it is practical to do so, give prior notice of Solid Waste Services being discontinued. Such notice shall indicate:

- a) the infraction;
- b) the remedy; and
- c) the date that Solid Waste Services will be discontinued unless remedy is made.

9.6 When Solid Waste Services are discontinued, Solid Waste Services shall not be reinstated until such time as there is no contravention of this bylaw and any outstanding service charges and fees have been paid.

9.7 All costs associated with the discontinuation of service shall be the responsibility of the customer.

## **10. Notification**

10.1 Notice from the Hamlet to a Customer shall be in writing for amount of bill due, contravention of any provision or requirement of this Bylaw, or for any other reasons. Written notices shall be addressed to the Customer using the address given to the Hamlet for their account.

10.2 Notice from the Customer to the Hamlet for permanent changes in Services shall be made, in writing to the municipal office, except that notice of temporary Services scheduling may be made by telephone or in Person.

10.3 Where public notice is required in this bylaw, the Hamlet will issue such notice through local radio or local bulletin boards or in notices distributed with invoices.

10.4 The Hamlet will not be held responsible or liable for any reason for customers not receiving notice.

## **11. Unauthorized Use**

11.1 No Person shall make use of Solid Waste site without the authorization of the Hamlet.

11.2 Every Person who makes unauthorized use of the Solid Waste site shall be guilty of an offence under this bylaw and a charge shall be levied for the estimated amount of Services used as determined by the SAO.

## **12. Tampering**

12.1 No Person shall tamper or interfere with any part of the Solid Waste site, except as authorized by the SAO.

12.2 No Person shall perform operations on any part of the Solid Waste site, except as authorized by the SAO.

12.3 Any Person who damages any part of the Solid Waste site shall be liable for the cost of such damage but may also be subject to criminal and civil prosecution by the Hamlet or anyone else affected by the wilful act.



### **13. Prevention of Contamination**

- 13.1 No Customer or Person shall do anything that may allow a harmful liquid or substance to enter the Solid Waste site. The SAO may discontinue Municipal Service to any Person or customer contravening the provisions of this section and shall be considered an offence under this bylaw.

### **14. Discharge of Harmful Waste**

- 14.1 No Customer or Person shall discharge or deposit or cause or permit the discharge of waste that may impair or interfere with the proper operation of any Solid Waste site.

### **15. Ownership of Private Infrastructure**

- 15.1 Every Owner shall provide, maintain and keep in good order, repair, safe and operable condition, sufficient Garbage Receptacles for all Residential Solid Waste or Commercial Waste generated upon the Premises owned or managed by them; and shall only deposit Residential Solid Waste or Commercial Waste in the Garbage Receptacles respectively and not in any other place.
- 15.2 No Person shall, directly or indirectly, place or permit any Person to place the following types of restricted Solid Waste in their Garbage Receptacle, or in any other place except in accordance with this Bylaw:
- a) Hot ashes or burning matter;
  - b) Waste liquids or unwrapped wet household or Commercial waste;
  - c) Sharp objects such as broken glass, nails, knives, metal or wood splinters;
  - d) Individual items, other than construction waste segregated in a container, that are longer than 1.2 metres in any dimension;
  - e) Biomedical waste;
  - f) Special Waste;
  - g) General medical waste, unless it is securely contained in a garbage bag; and
  - h) Waste that is otherwise unsafe for the Hamlet to access or handle.
- 15.3 Every Garbage Receptacle shall be kept within the boundaries of the parcel of lands on which the Premises that it is provided for are situated.

### **16. Scheduled Trucked Services**

- 16.1 The SAO shall establish Scheduled times for the provision of Services to each Customer or area of the Hamlet. The Hamlet collects Residential and Commercial Solid Waste once per week on Wednesdays.
- a) The Hamlet shall endeavour to provide Scheduled Services except in cases where weather conditions, road conditions or vehicle conditions prevent Trucked Services.
  - b) If, due to maintenance or emergency, municipally owned Solid Waste Services are unable to operate within the Hamlet, the Hamlet shall seek to provide back-up Services at no extra charge to the customer.
  - c) Every customer requiring service at a time other than Scheduled time for such customer shall be levied a callout fee specified in the Enterprise Fees and Charges Bylaw in addition to the normal service charge.

## **17. General Provisions Applicable to Residential and Commercial Waste**

- 17.1 There are no restrictions on the amount of Solid Waste that the Hamlet will collect; however, all Solid Waste must be properly bagged for pick-up and set outside. The Hamlet does not provide recycling or organics collection Services.
- 17.2 Residents are responsible for supplying their own Garbage Receptacle. The Garbage Receptacle should not be broken, hazardous, unsanitary, or dangerous to Persons handling it.
- 17.3 Large item pick-up (e.g., furniture, appliances, etc.) occurs once a year for one week in the Spring season. The Hamlet shall provide advance notice of this pick-up in accordance with Section 10 of this bylaw.
- 17.4 No Person shall dispose of or place for collection household or Commercial Waste that has not been strained to eliminate excess liquids, and such strained household or Commercial Waste shall be placed in a garbage bag that completely encloses the contents and prevents any leakage or spillage.

## **18. Solid Waste Collection**

- 18.1 On collection days and prior to collection, every Garbage Receptacle shall be made readily accessible from, and immediately adjacent to the lane adjoining the Property from which it is to be collected and in the absence of such a lane, it shall be made readily accessible from within three (3) meters of the street adjoining such Property.
- 18.2 All Solid Waste which an Owner chooses to have collected and disposed of by the Hamlet under this Bylaw shall be placed outside for collection before 11:00 am on the designated collection day.
- 18.3 On collection days, every Garbage Receptacle shall be kept at either ground level or at a height of not more than one (1) meter above ground level.
- 18.4 The Hamlet will not be responsible for damage to Garbage Receptacles.

## **19. Solid Waste Site**

- 19.1 The Solid Waste site is open from 8:30am to 5:00pm from Monday to Friday, except for statutory holidays.
- 19.2 In the case that residents dispose of Solid Waste themselves, a key must be signed out at the Hamlet office and returned within an hour. Upon request by the Hamlet staff member(s), the resident must declare the type or types of Solid Waste that constitute their load for disposal. The staff member from the Hamlet may accompany the resident to the Solid Waste site.
- 19.3 The resident shall identify any Special Waste and have it checked and inspected before entering the Solid Waste site. The Hamlet staff will direct or inform of the proper disposal methods for Special Waste.

19.4 The accompanying Hamlet staff members that are present at a Solid Waste site at any time are deemed to be the designates of the Senior Administrative Officer for the purposes of the supervision and control of the Solid Waste site, including conducting inspections and providing directions.

19.5 Every Person utilizing a Solid Waste site shall obey all signs, posted regulations and directions of the Hamlet staff members.

## **20. Segregation of Waste**

20.1 Every Person accessing a Solid Waste site shall segregate their Solid Waste so as to allow for its disposal into the appropriate area designated by the Senior Administrative Officer, or as otherwise required by the Senior Administrative Officer.

20.2 At a Solid Waste site, every Person shall deposit Solid Waste in the areas designated for that type of Solid Waste by the Senior Administrative Officer.

20.3 No Industrial waste or Hazardous Waste is permitted in the Solid Waste site.

## **21. Service Charges**

21.1 Service charges shall be levied in accordance with the Rates specified in the Enterprise Fees and Charges Bylaw.

21.2 Unless otherwise provided for in this bylaw or the Enterprise Fees and Charges Bylaw, service charges shall be due and payable monthly.

## **22. Payment**

22.1 Bills for service charges, fees and all other penalties and charges levied pursuant to the Enterprise Fees and Charges are due and payable no later than 30 days after the date of billing.

22.2 Bills are considered to be paid when the payment is received at the municipal office, or at such other place as may be determined by the SAO and specified on the bill.

22.3 Overdue bills shall be subject to the late payment charge specified in the Enterprise Fees and Charges Bylaw.

22.4 Liability to pay bills shall not be affected by any defect in the form of bill or non-receipt of a bill.

## **23. Owner Liable to Pay**

23.1 The Owner of a Premise receiving Solid Waste Services shall be liable for all service charges, fees and all other penalties and charges levied pursuant to the Enterprise Fees and Charges Bylaw and the Hamlet may make the balance of any account in arrears over sixty (60) days a charge against the Owner.

## **24. Enforcement of Payment**

24.1 Enforcement of payment of service charges, fees and all other penalties and charges levied pursuant to the Enterprise Fees and Charges Bylaw may be by:

- a) discontinuance of Solid Waste Services after ninety (90) days from the date of mailing of the bill, in respect of which payment is in default plus the imposition of a late payment charge as specified in the Enterprise Fees and Charges Bylaw; or
- b) action in any court of competent jurisdiction.

## **25. Changes in Use, Occupancy or Property Served**

25.1 The customer shall notify the SAO in writing of any change in the use, occupancy, site served, or any other matter which may affect the service charges or fees payable under the Enterprise Fees and Charges Bylaw.

## **26. Adjustment for Charges for Partial Period**

26.1 Where any service charges or fee is prescribed by the month or any other period, the amount payable for a partial period shall be calculated by the SAO on a proportional basis, unless otherwise provided in this bylaw.

## **27. Offenses**

27.1 Any customer or Person who contravenes any provision or requirement of this bylaw is guilty of an offence and upon summary conviction is liable to a fine and/or imprisonment as detailed in the Enterprise Fees and Charges Bylaw.

## **28. Severability**

28.1 The provisions of this bylaw are severable and invalidity of any part of this bylaw shall not affect the rest of the bylaw.

## **29. Repeal**

Bylaw No. 2011-06 is hereby repealed.


30. Effective Date of Bylaw

Read first time this 16<sup>th</sup> day of November, 2021.

  
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Mayor

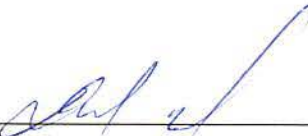
  
\_\_\_\_\_  
Senior Administrative Officer

Read second time this 16<sup>th</sup> day of NOVEMBER, 2021.

  
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Mayor

  
\_\_\_\_\_  
Senior Administrative Officer

Read third time this 14<sup>th</sup> day of DECEMBER, 2021.

  
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Mayor

  
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Senior Administrative Officer

It is hereby certified that this Bylaw No. 2021-88 has been made with the requirement/s of the Hamlet's Act and the Bylaws of the Hamlet of Enterprise.

  
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Senior Administrative Officer

