

Agenda 23-12

Regular Meeting of the Council of the Village of Carmacks, Yukon to be held in the Council Chambers of the Carmacks Municipal Building at 7:00 PM on Tuesday, June 20, 2023.

1. CALL TO ORDER

2. AGENDA

(motion to adopt)

3. ADOPTION OF MINUTES

(motion to adopt)

3.1 Regular meeting of June 6, 2023

4. DELEGATION

5. CORRESPONDENCE

5.1 Village of Carmacks Department Lead Forum (Q&A between Mayor & Council with Village of Carmacks CAO & Department/Division Leads)

5.2 Village of Carmacks – Resolution – Request for Extension (Audit)

5.3 Interim Regional Waste Agreement – Signed

6. REPORTS

6.1 Council Activity Reports

6.2 Mayor Report

6.3 AYC

7. ACCOUNTS PAID AND PAYABLES

8. BYLAWS

(motion to adopt)

8.1 Waste Management By-Law 290-23

8.2 Landfill Service Fee By-Law 291-23

9. NEW & UNFINISHED BUSINESS

10. QUESTION PERIOD

11. INCAMERA

(motion to go in and out of session and recorded time)

12. ADJOURNMENT

MINUTES FROM THE REGULAR MEETING OF THE COUNCIL FOR THE VILLAGE OF CARMACKS ON June 6, 2023 IN THE MUNICIPAL COUNCIL CHAMBERS

PRESENT: Mayor: Lee Bodie
Councillors: D. Hansen, H. Belanger(by phone)
Delegation: C. Everett
Staff: M. Cybulski, M. Lillefors
Absent: J. Lachance, K. Unterschute

ORDER: Mayor L. Bodie called the meeting to order at 7:00 PM.

AGENDA: Council reviewed the agenda.

23-11-01 M/S Councillors H. Belanger/D. Hansen motioned that the agenda be accepted as presented.

CARRIED

Minutes: From the regular meeting on May 16, 2023

23-11-02 M/S Councillors H. Belanger/D. Hansen motioned that the amended minutes be accepted as presented.

CARRIED

Delegation:

4.1 RCMP

Cpl. D. McNeal reported that nothing extreme happened over the month of May. Traffic services came up to help monitor the roads, and there were some speeders and disqualified drivers. The First Nation suggested to have traffic services keep coming up to help during the summer months, so that's what is to expect in the next few months. The RCMP were very involved with the school, grad, sporting events, and Cst. G Beauchamp has been involved with the running club at the school.

There was a significant jump in the file load since last year, a lot of breach and disturbance calls which mostly involve alcohol.

Otherwise, the month of May has been a good month.

Correspondence

5.1 Sanitary Sewer Upgrades

Council reviewed a breakdown with photos that was provided with all the details for the sanitary manhole upgrade work.

The upgrade work will be covered through Yukon Government with our stormwater rehabilitation fund.

5.2 Stormwater Rehabilitation

A report was presented outlining of what kind of ditching work they'll be doing along River Drive, McDade Road and Rowlinson Drive to collect storm water, it's all covered under our gas tax funding.

2 new culverts are expected to be installed, as well as an inlet and outlet at the community health center, it should alleviate a lot of the water flow issues that comes with the Yukon River flooding.

5.3 Yukon River Boardwalk Project Discussion

An outline of the meetings with YESSAB and Little Salmon Carmacks First Nation was presented, the biggest development is concerns from LSCFN are the impact it could make on the fish habitat and to consider traditional knowledge from LSCFN elders and citizens, YESSAB assured LSCFN that traditional knowledge was considered, and the revised scope was identified to be far enough away to not cause effects to the fish habitat.

Once the resources are in the territory the work can begin with a hopeful completion deadline to be August.

The berm needs some touching up and the boardwalk should be starting mid June.

5.4 Development Permits

Mayor and Council viewed the recent development permits presented.

5.5 Village of Carmacks Seating Stairs

A breakdown was presented of the boardwalk stand alone and seating that will be near the Recreation Centre, Mayor and Council reviewed the options for the aesthetics of the project.

After some discussion Mayor and Council came to an agreement that CAO M. Cybulski can report back to the contractors.

5.6 Flooding Resources Inventory

Council was presented with a breakdown of what we got for inventory to prepare for any possible flooding for this year.

Village of Carmacks staff went through a practice flooding, which helped figure out a game plan for our flood response. We were able to stay within our resources and attend to the situation.

100 super bags are ready, 4 pallets of heavy-duty sandbags, and 70 000 unfilled sandbags ready to go, along with 25 rolls of poly.

Mayor L. Bodie would like the bags to be put under a tarp or protected by the sun in some way to prevent them from deteriorating.

6. Reports

6.1 Council Activity Reports

Councilor D. Hansen attended FCM and brought some stuff back that she was interested in, they went to a hospitality reception, opening ceremonies, a business meeting where they spoke on resolutions, listened to the Prime Minister speak, attended a trade show, a study tour on rental spaces, along with many other activities.

She found it jam packed with information and is appreciative to have gotten the opportunity to attend.

Councilor H. Belanger had nothing to report.

6.2 Mayor Report

Mayor L. Bodie was looking forward to speaking at the school graduation ceremony, but unfortunately got quite sick, so Fire Chief Blake Vandecamp spoke in his place on behalf of the Village.

He sends his regrets, he was sad to have missed it, it was the first one he's ever missed. He's been on vacation other than that and had a good break.

6.3 CAO Report

An update on the YTG Grader Station, there's been some progress on some questions that Councillor J. Lachance had, a scope of substantial work is expected to be completed by September 29th, 2023.

All construction debris, hazardous materials and recyclables are to be disposed of through the Whitehorse landfill.

We have submitted a request for restricted access to the Grader Station since people have been helping themselves to things held there and have been doing prohibited dumping.

The Village are looking to do a soft opening Canada weekend for the new Firehall, have a ribbon cutting, delegates to speak on it, etc.

Wildland Fire Management has completed air quality testing the last week of May and has a planned move in for June 2023.

We have had Carmacks Fire Department, EMS, and Environmental Services all moved into the new Firehall.

As for a staffing update, the Visitors Information Centre is fully operational, 2 staff are hired there, it's been open since May 19 and will be open until September 10th.

We have some new signage in the process of being ordered since most people that aren't from here find it hard to locate, so we'll be ordering a facility specific sign for the Visitor Information Centre.

We have implemented new programs to generate some revenue, hoping to start selling postcards, hats, shirts, water bottles, etc.

We did approve for some funding for trails maintenance staff through Trails Canada. We'll be hiring a student to take care of the trails and possibly do a guided hike for tourists.

Our finance officer position has closed, there's a shortlist of 3 strong candidates, the interviews will be from the 15th to 19th.

For the Recreation Director position that also closed, we have a shortlist of 5 candidates for that, the interviews will be from the 15-19th.

With the Public Works General Manager position, we have a shortlist of 2 candidates.

The Nordenskiöld flood watch has happened, it has peaked and on the 23rd, it's since gone back to normal again.

2 properties experienced basement flooding, 1 property was very thankful and posted thank you notes around town in response to flood relief.

Temporary berms were deployed by our Public Works department. They have done amazing work in response to the flood watch, especially considering our team is so small.

We did have a 24hr relief line for after hours flood reporting, which was utilized.

We need an emergency response plan to be put in place in-case something were to happen and when to tell a state of emergency can be called.

We need to work on a strong emergency response plan.

We do have Merv Tew park completions were quoted at \$94,000, preliminary discussions on funding opportunities for that are happening with Grant Match, We have the cemetery draft completed, additional project scope to be completed after the By-Law process.

Green wood will be coming to have a meeting with CAO M. Cybulski tomorrow to discuss Aquatic Engineering assessment, and CMHC HAF housing plan along with an application submission.

Some communities are developing homeowners grants and it would be nice to look into something like that to benefit our community as well.

We'll be having a community meeting June 15th from 6-8PM.

CAO M. Cybulski Went to CAMA , focused on municipal services which was informative and interesting to learn about.

The Green Municipal Fund was explored thoroughly through FCM for CRC retrofits, aquatic building assessments, and efficiency work.

We will be making changes to our Municipal website, looking into breakdowns of services and fees and hours for each municipal options.

We need a system to make our community outreach for communication work in conjunction with each other (Facebook, website, message board).

Update on landfill regionalization and By-law, CAO M. Cybulski has been talking with Mike, who is currently covering for Alex Hill our community advisor, on a Simplified By-law similar to the Watson Lake model.

A special meeting to discuss the By-law will happen June 13th 6PM to view some scopes on the draft agreement.

RFP update, 6 were submitted.

An RFP review meeting will be had June 8th Thursday at 6PM to discuss the contactor for cleaning the Firehall and Recreation complex.

6.4 Recreation Department Report

Mayor and Council reviewed the report. From April – May there were no failed check ins, no expired membership, and since the new tracking system has been brought in the delinquency rate has gone down.

A breakdown of membership totals was presented as well as rental usage by space, a transaction summary was presented, and a breakdown of POS items being sold.

6.5 Arena Facility Operations

Mayor and Council reviewed the report.

AFO has been taking over the green spaces from public works department since they have a lot of other work to do, so any neglected work that's been hard to keep up with over the years will now be taken care under the Arena Facilities Operations scope since there is no arena ice to keep up with.

6.6 Foreman Report

Mayor and Council reviewed the report.

6.7 Fire Chief Report

Mayor and Council reviewed the report.

6.8 AYC

Councillor D. Hansen reported that there is a monthly meeting happening right now, but since it's during a council meeting she was unable to attend.

7. ACCOUNTS PAID AND PAYABLES

Will be available next meeting.

8. BYLAWS

No Bylaws

9. NEW & UNFINISHED BUSINESS

9.1 Dog Spay Fund

Councilor H. Belanger mentioned that LSCFN has paid for getting the two dogs fixed, CAO M. Cybulski will look into getting dogs spayed/neutered at large to be a bit more proactive with the dog population issues, or even possibly lending the Village of Carmacks Van for trips to get animals fixed.

23-11-03

M/S Councilors H. Belanger/D. Hansen motioned to go In-Camera to discuss labor at 8:40PM.

23-11-04 M/S Councilor D. Hansen /H. Belanger motioned to go out of in-camera session at 9:11PM.

ADJOURNMENT

23-11-05 Councillor H. Belanger motioned to adjourn the meeting at 9:11 PM.

Mayor L. Bodie adjourned the meeting at 9:11 PM.

Mayor L. Bodie

CAO M. Cybulski



Village of Carmacks

P.O.Box 113
Carmacks, YT Y0B 1C0

Re: Council Resolution

Resolution Title: Application by council for extension of time - Audit

Resolution Date: June 20th, 2023

Whereas: 371(1) A council may apply to the Minister for an extension of the time for the doing of anything required to be done under this Act or another enactment

Whereas:(2) Upon receipt of an application under subsection (1), the Minister may, by order, extend the time for the doing of the thing required to be done subject to any conditions that the Minister considers necessary

Therefore, Be It Resolved: (3) An order may be made under subsection (2) even if the time has expired. S.Y. 2015, c.12, s.113

Elected Official Signature:

CAO Signature:

Date:

Telephone: (867) 863-6271
Fax: (867)863-6606
Email: info@carmacks.ca

June 13, 2023

The Honourable John Streicker
Minister of Community Services
Government of Yukon
P.O. Box 2703
Whitehorse, Yukon
Y1A 2C6

Dear Minister Streicker:

The Village of Carmacks has been without a Finance Officer since May 2022. The VoC has been operating under the financial department direction of a finance contractor throughout this time. The new Finance Officer for the VoC will be starting July 10th, 2023.


During the interim without a dedicated finance lead, the VoC has been lacking in their abilities to prepare for the completion of the annual fiscal audit.

We have been waiting for the arrival of the new Finance Officer to complete our audit process. Section 371 of the *Municipal Act* requires that Council shall apply for an extension of time required to complete subjected conditions. This letter outlines our request for extension to the respective Minister.

Therefore, we are requesting to extend the date we are required to complete the VoC's audited financial statement to August 31, 2023 as per section 371 of the *Municipal Act*.

We respectfully request your consideration of this request.

Regards,


Lee Bodje - Mayor


Doris Hansen - Councilor

Helena Belanger - Councilor

Justin Lachance - Councilor


Kevin Unterschute - Councilor

Interim Regional Waste Management Facility Agreement

This Interim Agreement made in the Yukon Territory

Between

THE VILLAGE OF CARMACKS,
as represented by its Chief Administrative Officer
("VoC")

and

GOVERNMENT OF YUKON,
as represented by the Director of Operations and Programs, Community Services

("Yukon," together with the above referred to as the "Parties")

Preamble:

The Yukon Government (YG) and the Association of Yukon Communities (AYC) are working to modernize Yukon's management of solid waste in order to reduce risks, liabilities and cost to taxpayers as outlined in the 2016 AYC report *Solid Waste Management: Vision for a Sustainable Model*, and the 2018 Ministerial Committee on Solid Waste recommendations report.

Interim Regional Agreements are being struck to provide funding for municipalities to work on waste management and to ensure all residents within each regional boundary have access to a Regional Waste Management Facility. These interim agreements will be replaced by Regional Agreements once lease, liability and other operational standards are established at municipal facilities.

- A.** The VoC possesses a Waste Management Permit (#80-008) to operate a waste disposal facility (the “Facility”) and a special waste management facility granted under the *Environment Act* R.S.Y. 2002, c.76, the *Solid Waste Regulations* OIC 2000/011, and the *Special Waste Regulations*, O.I.C. 1995/047 (the “Permit”).
- B.** The Permit expires December 31, 2023.
- C.** The VoC operates a municipal landfill in accordance with the Permit on Yukon government land set aside for this purpose by Yukon at 35450_ North Klondike Hwy, Carmacks, YT and as further described on the map attached as Schedule A (the “Regional Waste Management Facility”).
- D.** Yukon wishes to ensure use of the Regional Waste Management Facility by nearby unincorporated users within each Regional Boundary (see Schedule B).
- E.** The Parties are working together to regularize the use and occupation of the Regional Waste Management Facility by raising title to the land then leasing it (if not already titled) to the VoC and by making a final regional agreement with the VoC about their operating of the Regional Waste Management Facility and the provision of these municipal services to the region.
- F.** The Parties recognize that the process to subdivide the landfill site from the YG reserve area is a slow process. This interim agreement is intended as a bridge agreement to facilitate the flow of compensation funds from YG Community Services to the VoC.
- G.** The interim agreement will provide supportive funding for the municipality to facilitate the transition to a Regional Waste Management Facility.
- H.** For greater clarity the Parties are committed to and in the process of developing overarching regional solid waste management agreements which will include:
 - a.** Gates, staff, and tipping fees at all facilities
 - b.** Lease agreement
 - c.** Liability agreement reflecting an equal cost sharing of closure and post closure costs. (50% each)

- d. Financial compensation by YG to the municipalities for the acceptance of residential waste from regional residential users.
- e. YG assistance with environmental issues that may arise from the operation of a Solid Waste Management Facility.

AGREEMENT

Now therefore, the Parties agree as follows:

1. DEFINITIONS

1.1. In this Interim Agreement;

“Designated Materials” means those materials for which Yukon collects a point-of-sale or manufacturing fee in relation to waste disposal or recycling and as further defined under the *Environmental Act*, specifically the *Designated Materials Regulation* and the *Beverage Container Regulation*. These designated materials include tires, electronic waste, and beverage containers.

“Special Waste” has the same meaning as found in the *Environmental Act* and the *Special Waste Regulations*, and includes residential products accepted under Community Services’ Household Hazardous Waste Program.

“Tipping fees” means fees charged by the Regional Waste Management Facility to all facility users per unit, or per unit of volume or mass, for waste disposed of at the facility.

2. REGIONAL WASTE MANAGEMENT FACILITY OPERATIONS & PERMITTING

2.1. Tipping Fees

- 2.1.1. The VoC will work toward developing a waste management bylaw that establishes sorting requirements and tipping fees at the Regional Waste Management Facility.
- 2.1.2. The VoC agrees that when implemented, all residential users of the Regional Waste Management Facility will be charged the same tipping fees. Some variation from one municipality to the other is expected due to individual operation practices.

2.2. Safe operations

- 2.2.1. The VoC will carry out the operation and maintenance of the Regional Waste Management Facility safely, in compliance with all relevant legislative and regulatory requirements and with due care to ensure that it does not cause any injury.

2.3. Permits

- 2.3.1. The VoC is responsible for all permitting and license application requirements associated with the operation and maintenance of the Regional Waste Management Facility and will ensure compliance with relevant legislative requirements;
 - 2.3.1.1. its obligations as a proponent for any environmental assessments;
 - 2.3.1.2. renewal of the Permit; and
 - 2.3.1.3. its obligations under the Workers' Safety and Compensation Act S.Y. 2021, c.11.

2.4. Not a YG operation

- 2.4.1. The VoC acknowledges that it has sole responsibility for the operation and maintenance of the Regional Waste Management Facility including controlling access to the site.

3. FUNDING

- 3.1. Yukon will provide a contribution of \$32,300 (based on 50% of the following: Number of unincorporated users plus 20% x \$200pp) to offset the costs associated with providing waste disposal services to residents outside of the municipality of The VoC as per regional boundary identified in Schedule B and to assist with operation and maintenance costs of the Regional Waste Management Facility. Municipalities that have already implemented the requirements of fencing, gating, staff attendants, tipping fees, and with the Solid Waste Facility Permit in place will receive 100% of the eligible compensation amount.
- 3.2. In the event that this Agreement is extended past December 31, 2023, a review of the eligible regional population will be carried out by AYC and the revised population numbers must be reviewed and agreed to by Community Services and upon consensus, used to calculate the compensation amount. As there is no reliable source of information on the regional population, AYC will use at least two sources and present an average regional population for each municipality.
- 3.3. The payment will cover the period from January 1, 2023, to December 31, 2023 (12 months).
 - 3.3.1. This contribution will be paid in one payment within 60 days of signing the agreement.
 - 3.3.2. YG currently reimburses Municipalities for costs associated with the testing of monitoring wells installed in and around the landfill site. The practice will continue until a Regional Waste Management Facility Agreement has been reached. The parties will negotiate the final well monitoring arrangement and include as part of the Regional Waste Management Agreement
- 3.4. Yukon will arrange and pay for the pick-up, transport from the Regional Waste Management Facility and processing or disposal of:
 - 3.4.1. any Designated Materials; and
 - 3.4.2. Non-commercial Special Waste.


- 3.5. The obligation of YG to make any payments to the VoC under this Interim Agreement is subject to the following:
 - 3.5.1. the Financial Administration Act (Yukon);
 - 3.5.2. money being appropriated by the Legislature for the purpose of this Interim Agreement; and
 - 3.5.3. The VoC abiding by the terms and conditions of this Interim Agreement.

4. TERM

- 4.1. This Interim Agreement is in force from January 1, 2023 to December 31, 2023, and may be extended annually upon agreement by both parties until such time as it is replaced by a Regional Waste Management Agreement.

The Parties have executed this Interim Agreement by their Duly Authorized Officials:

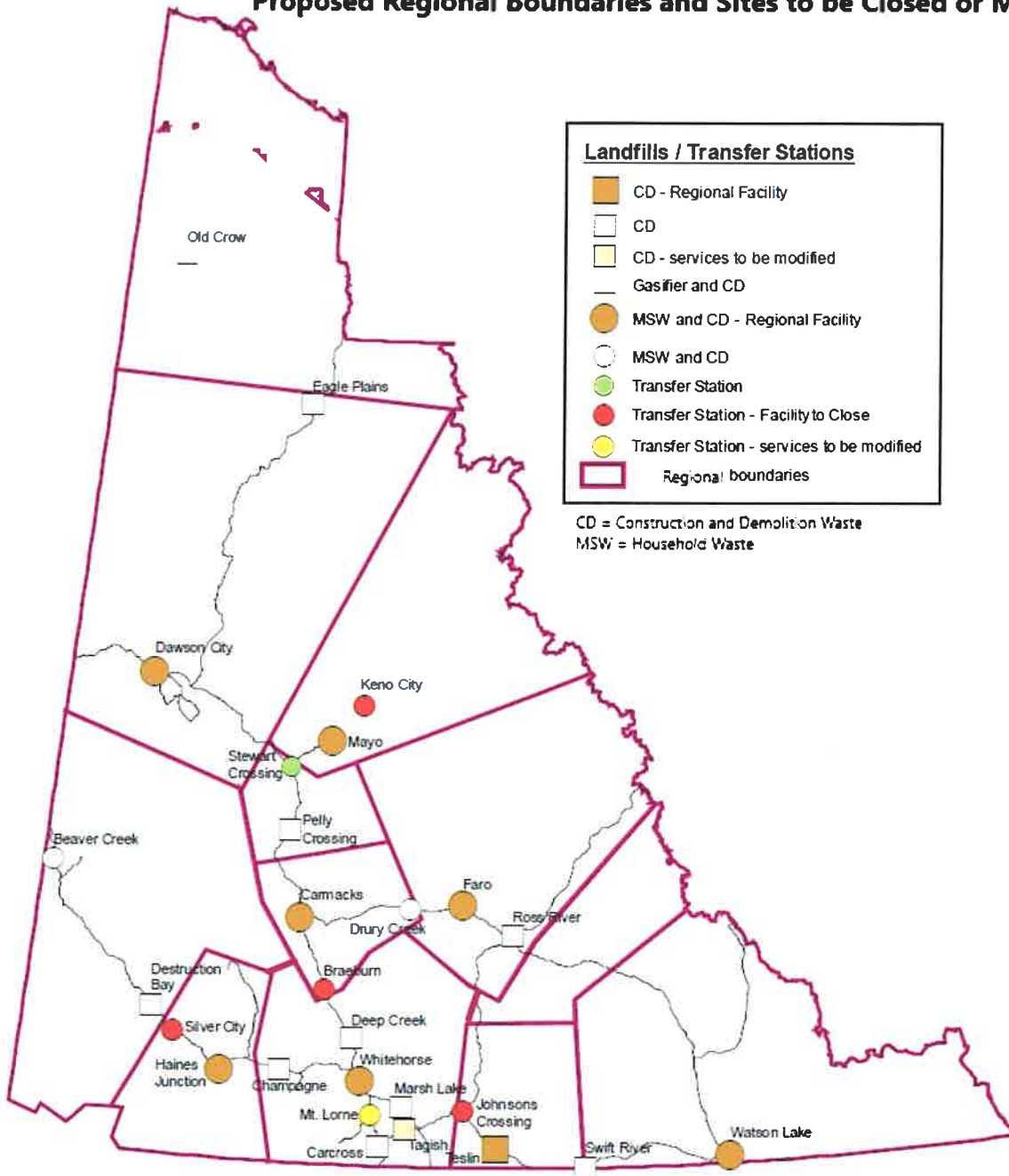
GOVERNMENT OF YUKON by the)	
Director of Community Operations:)	
)	
)	
_____)	_____
David Albisser)	Date Signed

THE VILLAGE OF CARMACKS by)	
the Chief Administrative Officer:)	
)	
)	
)	<u>06/08/2023</u>
Matthew Cybulski - CAO)	Date Signed

Schedule A

Map of the Location of the Solid Waste Management Facility

Yukon After Regionalization: Proposed Regional Boundaries and Sites to be Closed or Modified



Schedule B



Village of Carmacks

By-law 290-23

A BY-LAW OF THE VILLAGE OF CARMACKS IN THE YUKON TERRITORY TO AUTHORIZE THE RATES OF WASTE MANAGEMENT SERVICES FOR THE YEAR 2023.

WHEREAS WHEREAS Section 265 of the Municipal Act, being Chapter 19, Statutes of the Yukon Territory and amendments, authorizes the Council of the Village of Carmacks to regulate the collection, removal and disposal of garbage, refuse and ashes,

WHEREAS the rates hereinafter set out are deemed necessary to provide the revenue amounts required for the estimated expenditures of the Village;

NOW THEREFORE, pursuant to the provisions of the Municipal Act of the Yukon Territory, the Council of the Village of Carmacks, in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the "**WASTE MANAGEMENT BYLAW**".

2.00 DEFINITIONS

2.01 a) **Commercial space** is defined as a principal building or segregated portion of a building in which one or more business activities, including storage of materials, may be conducted but does not include an apartment.

b) **Institutional space** is defined as a principal building in which institutional/ government or crown corporation services are provided or a parcel of land owned by government.

c) **Principal building** is defined as the main building in which an activity or group of activities may take place but does not include ancillary buildings such as garages and warehouses unless they are the only buildings on the lot or group of lots.

d) **Residential unit** is defined as a single-family residence or equivalent (eg. one side of a duplex or one apartment suite) but does not include a Hotel/Motel rental room.

e) **Vacant lot** is defined as a parcel or parcels of land which has/have been assigned a single roll number and on which there are no assessable improvements.

3.00 PERMITTED USES

3.01 The following shall have use of the Waste Management site, subject to the regulations prescribed in this Bylaw.

a) The contractor engaged by the Village to collect and dispose of garbage and refuse.

b) Private residents for the disposal of common household and garden refuse.

c) Commercial enterprises, such as hotels, retail stores, offices, etc. for the disposal of refuse generated by the operation of their respective enterprises.

d) Institutional enterprises such as hospitals, churches, schools, museums, government administrative offices, etc. for the disposal of refuse generated by the operation of their respective enterprises.

4.00 RESTRICTED USES

4.01 The following items shall be deposited only in such quantities as approved by the CAO;

a) Lumber or other building materials.

b) Brush or other land clearing refuse.

5.00 WASTE DIVERSION

5.01 For the purpose of facilitating waste diversion and recycling activities, effective August 1st, 2023 all commercial and institutional users must separate cardboard and other recyclables as identified by Council resolution, prior to placing it out for pick-up or delivering it to the waste management site.

6.00 GENERAL PROVISIONS

6.01 All garbage and refuse shall be dumped in accordance with posted directions or in accordance with specific direction as issued by the CAO from time to time.

6.02 For the purpose of fire protection and safety, the CAO may from time to time issue No Burning Orders, and such orders shall be posted at the Waste Management site.

6.03 The CAO is hereby authorized to establish times of operation for the waste management site.

6.04 No person shall deposit any garbage or refuse at any time on any access road or driveway to the Waste Management site.

7.00 SCALE OF CHARGES

7.01 Each property owner shall pay the rate, as set out in the Landfill Fee Schedule Bylaw, to offset the cost of the general waste management program:

8.00 DUE DATES

8.01 A property owner must follow the payment schedule outlined via Pay upon Service or Landfill Accounts billed accordingly.

a) Government accounts, which are annually billed, are due within 30 days of receipt of invoice.

b) Non-government residential accounts, will be billed quarterly for all landfill service fees.

c) Commercial and all other accounts, will be quarterly billed for all landfill service fees.

8.02 Any account unpaid by the respective due dates is subject to a ten percent (10%) penalty.

The account, including penalty, shall become a charge against the real property, with said charge to be a special tax to be recovered in a like manner, including but not limited to penalties, interest and liens, as other taxes on real property.

9.00 PENALTIES

9.01 Any person who contravenes any of the provisions of the Bylaw is guilty of an offence and is liable on summary conviction to a penalty not to exceed \$500.00 plus costs; or in default of payment of the said fine and cost, to imprisonment for a period not exceeding six months.

9.02 In addition to the penalty provided in this section, the Village may request a Court of Justice to assign to a person found guilty of an offence under this Bylaw the cost of repairing or cleaning up any damages suffered by the Village as a result of the offence.

10.00 ENACTMENT

10.01 The provisions of this Bylaw shall come into full force and effect on the final passing thereof.

This by-law shall come into force and effect upon the final passing thereof.

Read a first time this 20th day of June 2023

Read a second time this 20th day of June 2023

Read a third time and finally passed this 4th day of July 2023

Lee Bodie, Mayor

Matthew Cybulski, CAO



Village of Carmacks

By-law 291-23

A BY-LAW OF THE VILLAGE OF CARMACKS IN THE YUKON TERRITORY TO AUTHORIZE THE RATES OF WASTE MANAGEMENT SERVICES FOR THE YEAR 2023.

WHEREAS WHEREAS Section 265 of the Municipal Act, being Chapter 19, Statutes of the Yukon Territory and amendments, authorizes the Council of the Village of Carmacks to regulate the collection, removal and disposal of garbage, refuse and ashes,

WHEREAS section 222(a) of the Municipal Act, (RSY 2002), c. 154, provides that Council may by bylaw impose and collect fees and charges; and

WHEREAS section 222(b) of the Municipal Act, (RSY 2002), c. 154, provides that Council may by bylaw take in revenue fines and charges of the operation of any services or utilities; and

WHEREAS it is deemed appropriate to consolidate all fees and charges into one fees and charges bylaw;

NOW THEREFORE the Council for the Village of Carmacks duly assembled in a public meeting, does hereby enact as follows:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the "**Landfill Service Fee Bylaw**".

2. Consolidation of Fees and Charges

2. All fee schedules attached to and forming part of the following bylaws are hereby repealed, and all references to fees and charges in the following bylaws are replaced by references to the Fees and Charges Bylaw":

290-23 Waste Management Bylaw

291-23 Landfill and Collection Service Rates Bylaw

3. Fee Schedule

The schedule of fees to be charged with respect to goods and/or services supplied by the Village of Carmacks, set out in Appendix A (Schedule A) attached hereto and forming part of this bylaw, is hereby established. **Effective September 1st, 2023.**

Recovery of unpaid charges

4. Recovery of unpaid charges through the property tax account is hereby authorized for all charges that can be specifically attached to the owner or occupant of a particular property.

Coming into Force

5. This bylaw shall come into full force and effect upon receiving final reading at a duly assembled public meeting of Council.

This by-law shall come into force and effect upon the final passing thereof.

Read a first time this 20th day of June 2023

Read a second time this 20th day of June 2023

Read a third time and finally passed this 4th day of July 2023

Lee Bodie, Mayor

Matthew Cybulski, CAO

Schedule A: Definitions & Fees

DEFINITIONS

2. In this bylaw and the schedule attached hereto, unless context otherwise requires:

“Approved” means approved by the Village of Carmacks.

“Backyard Composting” means the composting at a residential dwelling of approved food waste and leaf and yard waste where such waste is generated by the residents of the dwelling unit or neighboring dwelling units or both and is contained in a homemade or commercial bin.

“Brush” means garden refuse, grass cuttings, weeds, timber, stumps, and wood materials that can be burned.

“Bulky Items” mean large items including, but not limited to, barrels, bed springs, furniture, mattresses, oil tanks, water tanks, and pieces of fencing. Large appliances are regulated separately as “white goods”.

“Collection Day” means the day or days on which residential waste are regularly collected from a premise, together with the time immediately preceding and immediately following the time of collection, as specified by the Village of Carmacks.

“Commercial Container” means any container for the purpose of storing institutional, commercial, or industrial waste to be collected by a hauler. A commercial container may or may not require mechanized collection.

“Composting” means the natural biological process carried out under controlled conditions which converts compostable material (e.g. organic material of plant or animal origin including food waste, leaf and yard waste, boxboard, soiled and non-recyclable paper, branches and bushes) into a stable humus like product.

“Construction and Demolition Waste” means material generated because of construction, renovation, repair, wiring, plumbing or demolition activities, including but not limited to polystyrene or fiberglass insulation, gyproc, scrap wood, planking, siding, bricks, masonry, concrete and metal.

“Container” means any container other than a garbage can, approved in writing by the Village of Carmacks for the storage of garbage.

“Controlled Waste” means material that must be disposed of according to specific procedures as specified by the Village of Carmacks, including but not limited to bulky items; carcasses or parts of any animal except food waste; construction and demolition waste; grubbing material; scrap metal; special waste; tires; and white goods.

“Contaminated Soil” means any soil that contains a contaminant which is in an amount, concentration, or level in excess of that prescribed by regulation or allowed under a permit.

“Council” means the elected Council of the Village of Carmacks Council.

"Dwelling" means one or more rooms intended to be used as a residence by one household, each dwelling having independent living, sleeping, and toilet facilities and not more than one kitchen.

"Dump Area" means an area designated and established for the disposal of garbage, refuse, brush, and scrap metal.

"Eligible Premises" means dwellings whose owners or occupiers pay for curbside residential waste collection, as approved by the Village. Eligible premises may include single detached, semi-detached, modular homes, living suites, duplexes, triplexes, fourplexes or mobile homes. Eligible premises may also include dwellings in Commercial, Industrial, or non-residential zoning designations where the primary use of the property is residential.

"Environment Act" means the Yukon Environment Act as amended from time to time.

"Food Waste" means fruit and vegetable peelings, table scraps, meat, poultry and fish, shellfish, dairy products, cooking oil, grease and fat, bread, grain, rice and pasta, bones, eggshells, coffee grounds and filters, tea leaves and bags or other similar items.

"General Manager" means the PW GM for the Village of Carmacks or his/her representative.

"Garbage" means all kitchen and table refuse, condemned meats, fish, fruits, vegetables and other like waste or decomposing matter.

"Garbage Bag" means a water-resistant plastic bag that is strong enough to handle the weight of the garbage placed in it and is securely tied or sealed at the top. Bags put out for municipal collection may be between 32 inches and 48 inches in length when empty.

"Garbage Container" means a receptacle for the purpose of disposing of residential solid waste and constructed of non-corrosive durable metal or plastic, equipped with a tight-fitting cover constructed of the same material and handle for lifting.

"Grubbing Material" means material removed during excavation including, but not limited to, roots, stumps, embedded logs, broken branches, and debris.

"Hauler" means any company, person or persons who transport solid waste.

"Highly Combustible and Explosive Material" means materials that are banned from the landfill cells as fire or explosive hazards, including but not limited to gas containers, chemicals, acids or other combustible residues, fine dry sawdust, ammunition, dynamite, or other similar material.

"Household Hazardous Waste" means any waste produced in the home which contains hazardous substances as defined by the Environment Act.

"Industrial Waste" means material from manufacturing processes, warehouses or market gardens, ashes from industrial plants, condemned matter or waste from factories, any other material or waste or by-product of an industrial or related activity.

"Leaf and Yard Waste" means grass clippings, leaves, coniferous needles, brush, twigs, house and garden plants, sawdust and wood shavings and other similar items.

"Liquid Waste" means waste or material that has attained a fluid consistency including septic tank pumping's and wash water, raw sewage, or industrial sludge.

"Owner" means an owner of real property and includes a person having any right, title, estate, or interest in a real property other than that of occupant or mortgagee.

"Occupant" means any person who resided in and on the premises that receive the benefit of garbage collection.

"Ozone Depleting Substance" means any substance as defined under the Ozone Depleting Substances Regulations of the Environment Act.

"Person" means an individual, individuals, a business corporation, non-profit organization, or society, or similar entity.

"Premises" means any dwelling unit or commercial enterprise that receives the benefit of garbage collection.

"Property" means a piece of real estate; a lot defined by property lines.

"Recycling Container" means a weather-proof bag, box, or container designed to hold recyclable material.

"Recycling Depot" means an area recognized by the Village of Carmacks for the organized collection of recyclable material, reusable items, household hazardous waste and electronic waste.

"Refuse" means broken dishes, tins, glass, rags, containers, wastepaper, cast-off clothing and all similar

substances that accumulate in premises.

“Residential Waste” means all household residential waste other than that which can be segregated as controlled waste or reusable materials, compostable material and recyclable materials if not segregated.

“Clean Scrap metal” means, but is not limited to barrels, tire rims, stoves, refrigerators, and any metal objects that cannot be burned effectively to cut down their size.

“Solid Waste” means all waste including controlled waste; residential waste; institutional, commercial, or industrial waste; compostable material; recyclable material and reusable material.

“Solid Waste Facility” means a site used by the public for the handling and disposal of waste and includes any land, transfer stations or buildings associated with the facility and any machinery, equipment, devices, tanks or other works used on the site to handle or dispose of the solid waste.

“Special Waste” means special waste as defined by the Special Waste Regulations of the Environment Act, including but not limited to asbestos, biomedical waste, and household hazardous waste.

“Sump Waste” means the liquid waste and solid waste removed from a sump.

“White Goods” means any large appliance including but not limited to refrigerators, freezers, dishwashers, air conditioners, stoves, washing machines and clothes dryers.

ADMINISTRATION

1. The collection, removal, and disposal of garbage, refuse, brush, and scrap metal shall be under the supervision of the Village.

2. The Village of Carmacks shall administer and enforce the provisions of this bylaw. For this purpose, the Village of Carmacks is authorized to:

(1) prohibit any person from collecting, or disposing of solid waste in accordance with any relevant section of this bylaw,

(2) levy fees and charges based on solid waste type and origin on a volume for all material entering the solid waste facility,

(3) prohibit any type of solid waste from being disposed of in the solid waste facility,

(4) limit or restrict backyard composting when health or wildlife concerns arise; and

(5) levy fines with respect to offences as set out in Schedule C attached hereto and forming part of this bylaw.

(6) The Village of Carmacks is not liable for costs, damages, losses, or injuries arising from the contravention of any provision of this bylaw.

GENERAL RULES AND REGULATIONS

3. No person shall set out waste in any manner or condition that:

(1) is unsightly to the neighbouring environment:

(2) harbours or attracts wildlife; or

(3) is a hazard or threat to public health and safety.

4. No person shall dispose of solid waste in any manner other than:

(1) residential waste into approved garbage containers; or

(2) compostable materials into approved composting containers; or

(3) by transporting solid waste to a solid waste facility.

5. If in the opinion of the Village of Carmacks certain waste practices threaten public health or safety, the Village may decide, which shall not be subject to appeal, to limit, restrict, or prohibit the continuation of such waste practices.

6. No person shall allow waste to spill over or accumulate on any street or adjoining public or private property and shall ensure, at all such times, that all waste is kept within a container with the lid fully closed. The owner or occupier shall be responsible for all the costs associated with removal and disposal of such spilled solid waste.

7. No person shall dispose of solid waste in any other person’s garbage container or commercial container without prior approval from the owner or their authorized agent.

8. Every owner or occupant shall provide and maintain at all times and in good repair, such watertight receptacles as is necessary for the storage of garbage and refuse in a sanitary condition. Owners/Occupants

not maintaining their refuse in a safe/sanitary manner are subject to fines as listed in section 46.

Owners/Occupants that are on garbage collection service need to ensure that receptacles are accessible (e.g.: snow removal during winter).

9. All receptacles shall be so secured that they cannot be overturned, but such securing must not impede the handling of the receptacles when they are being emptied.

10. Wet garbage shall be thoroughly drained of all liquids and be closed in a plastic bag before it is placed in a receptacle.

11. All garbage cans in use must be in good condition and repair and have a tight-fitting lid and have a capacity of not over 24 gallons and not weigh over 50 pounds when filled. All garbage cans must contain a plastic garbage bag. Loose garbage and refuse will not be collected until it is in a plastic bag. The maximum number of garbage bags per weekly residential pickup is four (4).

12. Plastic garbage bags must place in garbage cans and must be securely closed and not weigh more than 20 pounds when filled and be placed within a dog and animal proof receptacle. Garbage bags shall be water resistant, in good repair, and securely closed.

13. Every person requesting removal of garbage and refuse shall allow the Village the right to enter the premise's yard at all convenient times in the performance of their duties.

14. Other arrangements may be made between the Village and the occupant or owner when the garbage cans or enclosures are contrary to this bylaw.

a) The Council reserves the right to control the type and nature of garbage, refuse, brush, and scrap metal, which is deposited in the designated dump area, within the limitations of the solid waste permit.

b) The foreman is authorized to regulate the operation of the dump area and the dumping of garbage, refuse, brush, and scrap metal.

15. No person shall dispose of waste at or near a waste facility when the facility is closed or when the owner or operator refuses to accept waste at that time or from that person.

16. Any waste placed for collection that does not meet the specifications of this bylaw shall not be collected by the Village and shall remain the responsibility of the owner.

CURBSIDE GARBAGE COLLECTION

17. Curbside solid waste collection shall be offered by the Village of Carmacks to eligible premises.

18. Payment for curbside collection shall be in accordance with the payment provisions of this bylaw, the monthly fee as set out in Schedule "A"

19. The Village of Carmacks is authorized to establish, change, or alter collection schedules and routes from time to time, as operations dictate.

20. The collection, removal, and disposal of garbage and refuse shall be effected:

a. from all dwelling units, once weekly.

b. From all commercial enterprises, twice weekly or as many times as necessary to maintain a sanitary condition.

21. On collection day,

a. solid waste is to be set out for collection by 8:00 a.m. on the day regularly scheduled for pickup.

b. garbage containers shall be placed at the curb. Every effort shall be made to ensure that no vehicles or other obstructions impede the hauler's access to the garbage containers.

22. Collection service will not be provided:

(1) if the garbage containers or their replacements are not acceptable.

(2) if materials other than residential waste are place in the container.

(3) for loose material inside or outside of the container, or litter.

SOLID WASTE PREPARATION AND RESTRICTIONS

23. No person shall dispose of or permit any person to dispose of any controlled waste in any garbage container. The owner or their authorized agent of the garbage container shall be responsible for the removal and disposal of all special/hazardous waste in accordance with this bylaw.

23(A). No forms of liquid waste allowed.

BACK-YARD COMPOSTING

24. No person shall back-yard compost except on their own property.

COLLECTION OF RECYCLABLE MATERIAL

25. All residents will be encouraged to recycle as much as possible. Refundable and nonrefundable recycling services will be provided on a weekly basis; there will be no cost for this service. The service provided will be dependent upon the resources available. All recyclables collected are the property of the Village of Carmacks for disposal at their cost and profit.

26. No person shall deposit any material other than the indicated recyclable material into a recycling container.

27. No person, other than the owner or operator of the recycling depot, shall remove or otherwise tamper with recyclable material stored in or around recycling containers or facilities.

SOLID WASTE DISPOSAL

28. Any person disposing of solid waste in the solid waste facility shall pay all applicable fees and charges.

29. Any person entering the solid waste facility shall:

- (1) Have all solid waste and controlled waste easily identifiable and properly segregated.
- (2) Declare any and all solid waste by type;
- (3) Stop at the gatehouse.
- (4) Pay the appropriate fees and charges to the Village of Carmacks in the manner directed by procedures developed by the Village of Carmacks.
- (5) Follow all directions of the Village of Carmacks and posted signs;
- (6) Deposit the solid waste in the appropriate designated areas;
- (7) Stay with the vehicle at all times.

30. The Village of Carmacks may inspect and prohibit disposal of solid waste at the solid waste facility that is not properly segregated, or charge accordingly.

31. The Village of Carmacks has the authority to waive the solid waste facility fees and charges for special solid waste programs limited to community litter programs and household hazardous waste collection days. A resolution of the Council is required prior to authorizing the waiving of fees and charges for all other events or programs.

31(A). No forms of liquid waste allowed.

PAYMENT

41. The rates for garbage and recycling collection

- (1) will be charged and paid by all occupants or owners under the provisions of this Bylaw shall be set forth in "Schedule A" attached hereto
- (2) the owner of real property shall be liable for all rates and charges payable under this bylaw.
- (3) all rates and charges for garbage collection shall be due and payable within 30 days of the date of the statement

43. In the event of default of payment of garbage rates and charges in excess of 60 days, the Village may discontinue service to the premises in respect of which rates and charges and may determine not to recommence the service to such premises until such time as all arrears are paid in full.

44. In the event of default of payment of garbage rates and charges in excess of 60 days, the Village may discontinue service to the premises in respect of which rates and charges are overdue and shall charge a penalty of 10% in addition to the rates and charges and may determine not to recommence the service to such premises until such time as all arrears are paid in full.

45. The owner or occupant of any premises that applies for garbage service shall pay to the Village a Security Deposit as provided in Schedule "A" attached hereto.

PENALTIES

46. Any person who commits an offence subsequent to any provisions of this bylaw is liable, upon summary conviction to:

- 1) a voluntary fine under section 20 of the Summary Convictions Act, issued in respect of an offence specified in Schedule "C" attached hereto and forming part of this bylaw; or
- 2) a fine not exceeding ten thousand dollars (\$10,000.00) where proceedings are commenced pursuant to the summary conviction provisions of the Criminal Code of Canada; or
- 3) a fine not exceeding five hundred dollars (\$500.00) where proceedings are commenced pursuant to the Summary Convictions Act of Yukon.

47. Where an offence is committed or continued for more than one day, it shall be deemed to be a separate offence for each day on which the offence is committed or continued.

48. The Village of Carmacks shall immediately terminate or suspend the collection of solid waste or the use of the solid waste facility for solid waste disposal to any person who contravenes any provision of this bylaw. The suspension will remain in effect until such a time that the contravention has been corrected and all outstanding fees paid.

49. Should any person owning or occupying real property within the Village refuse or neglect to pay any penalties that have been levied pursuant to this bylaw, the Village of Carmacks may inform such person in default that if these charges are unpaid on the thirty-first day of December on the same year, these shall be added to and form part of the taxes payable in respect of that real property as taxes in arrears.

1. Fine Schedule

Grace period for fines associated with Landfill Offences will be until January 1st, 2024.

Offence	Example	Fine
Store, collect, transport solid waste contrary to bylaw	Failure to sort waste properly, Dropping waste off without a proper bag or container	\$200
Fail to transport solid waste to a solid waste disposal facility	Solid waste disposed of at Recycling Facility	\$200
Mix controlled waste with other waste	Batteries or electronics mixed with solid waste	\$200
Remove/tamper with material in recycling containers	Stealing or obtaining recycling material without VoC permission	\$100
Fail to stop at landfill gatehouse	Afterhours access or failure to wait for staff attendant for check-in/processing	\$50
Fail to follow directions of gate attendant and posted signs	Traffic violations contravening the direction of staff & signage	\$50
Improper disposal of waste at landfill	Illegal dumping at landfill	\$50
Deposit solid waste at/near landfill when site is closed	Illegal dumping afterhours	\$200
Deposit uncontrolled waste at landfill	Dumping of chemical or biological waste at the landfill	\$200

2. Fee Schedule

Solid Waste Collection Fees:

Category	Examples	Fee
Animal Carcasses	Cows, Pigs, Moose, Horses, Bears, Deer	\$15 Each
Clean Burnables	Brush, scrap lumber, yard trimmings	Free
Sorted Construction and Demolition		\$15/Truck Load \$60/Trailer Load \$150 Anything Larger
Electronics	Computers, radios, TV's, electronic devices	\$5 Each \$1 under 5 pounds item net weight
Clean Scrap Metal		\$80/Half Pick-up Load \$150/Full Pick-up Load \$600/Dump Truck Load
Residential	Solid Controlled Wastes	\$2 per Bag Tag (within limit*) \$40/Truck Load
Residential Bulky Items	Furniture, mattresses (excludes appliances)	\$10/per Small Item (recliners, Beds – Double or smaller) \$25/ per Large item (Couch, Beds – Queen or larger)
Residential White Metals	Appliances	\$50/Each w/ Refrigerant \$25/Each w/o Refrigerant
Tires with an Inner diameter less than 24", otherwise not accepted	Tires on rims will be charged a handling fee of \$15	\$5/Each off rims \$25/Each attached to rims
Any Mixed Unsorted Materials	Must be controlled waste	\$100/pick-up load or smaller \$200/trailer load \$500/anything larger

2. Garbage Bag Tags

Bag Tag Fees:

- Village of Carmacks Garbage Bag Tags are sold for \$2/Bag within restrictions (see below)
- 1 Bag Tag = 1 Bag of Garbage paid for disposal within the Village of Carmacks Regional Landfill
- Bag Tags can be purchased at the following:
 1. Village of Carmacks – Municipal Office – 143 River Drive
 2. Village of Carmacks Regional Landfill – Attendant Station – 35450 North Klondike Highway
- Garbage Bag Tags can be purchased via:
 1. Cash
 2. Credit
 3. Debit

Bag Tag's	Price	Savings
1	\$2	0%
5	\$8	20%
10	\$14	40%

Bag Tag Restrictions:

Using Garbage Bags

The size of garbage bags you use, will determine how many bag tags are required. Scroll down to determine how many bag tags you need for the size of bags you use.

- During processing in at the Landfill Attendant Station, you must place a bag tag on the top half of each garbage bag and the tag must be visible. **Each garbage bag, whether it is a full or half full bag, must have a bag tag!**

Using Garbage Containers

The size of your garbage container will determine how many bag tags are required. Scroll down to determine how many bag tags you need for the size of containers you use.

- If you are using a container to hold your black or green garbage bags, and arrive at the landfill for processing, **each bag inside that container must have a bag tag with the tag visible.** Even if you have a full bag and another bag on top that is half full or a white kitchen catcher, each of those bags must contain a bag tag sticker.
- If you are setting out only white kitchen catcher bags or small plastic grocery bags in your container, place the bag tag on top of the last bag.

1 bag tag is needed for:

- Each bag, maximum size of 76 x 96 centimeters (30 x 38 inches) and maximum weight of 20 kilograms (44lbs)
- Each container less than 128 liters in size and the container must be in good repair.

2 bag tags are needed for:

- Bags that are larger than 76 x 96 cm (30 x 38 inches) and maximum weight of 20 kilograms (44 lbs.)
- Each rigid container between 129 to 240 liters in size and the container must be in good repair.