

CITY OF KELOWNA

BYLAW NO. 10106

Solid Waste Management Regulation Bylaw

WHEREAS the City of Kelowna has established a service to provide for the management of solid waste;

AND WHEREAS the City of Kelowna considers that it is necessary to provide regulations for the management of solid waste;

NOW THEREFORE the Council of the City of Kelowna in open meeting assembled enacts as follows:

1 INTRODUCTION

1.1 TITLE

This bylaw may be cited for all purposes as the "Solid Waste Management Regulation Bylaw No. 10106".

1.2 INTERPRETATION

In this bylaw, unless the context otherwise requires:

"Change Out" means change out of cart to a larger size or another cart for additional service.

"Change Out Fee" means the fee charged for the *Change Out*.

"City" means the City of Kelowna or its authorized designate.

"Co-mingled Containers" means metal food and beverage containers, and all household plastic containers displaying #1 - 7 recycling symbols and including plastic film, but does not include beverage containers under deposit as part of the Provincial container deposit and refund system.

"Collection Area" means the area shown on the drawing attached to this bylaw as Schedule "A".

"Collection Point" means a location where one or more *Garbage, Recyclables* or *Yard Waste Carts* and/or *Garbage* bags with *Tag-a-Bag Tags* are placed for collection by the *City*.

"Collection and Solid Waste Reduction Services Fee" means fee for the curbside collection of *Yard Waste, Garbage* and *Mandatory Recyclable Material* plus the fee for *Solid Waste Reduction Services*.

“Collection Fee” means the fee for the curbside collection of *Yard Waste, Garbage* and *Mandatory Recyclable Material* from each *Residential Dwelling Premise*.

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

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

“Excess Producer” refers to *Owners* which at any time require more *Garbage* and/or *Mandatory Recyclable Material* collection services than the *Garbage* and/or *Recyclables Cart* service provided by the *City*,

“Garbage” means and includes all rubbish, non-recyclable materials, trade waste, ashes, household waste, discarded matter, rejected abandoned or discarded waste or vegetable or animal food, and other materials deemed non-recyclable.

“Garbage Cart” means a wheeled container owned and supplied by the *City* and used for the collection of *Garbage* from *Residential Dwelling Premises*.

“Landfill” means the Glenmore Landfill, located at 2105 Glenmore Road, in the City of Kelowna.

“Large Cart” means a cart larger than the designated size for the service the cart is provided for.

“Large Cart Fee” means the fee for the *Large Cart*.

“Mandatory Recyclable Material” includes:

- (a) **“Mandatory Residential Recyclable Material”**, being materials such as *Co-mingled Containers, Recyclable Corrugated Cardboard, Mixed Waste Paper*, and other materials approved for pick-up as part of the *City’s* recyclables collection system; and
- (b) **“Mandatory Landfill or Recycling Depot Recyclable Material”**, being all *Mandatory Residential Recyclable Material*, plus lead-acid batteries, *White Goods*, tires, asphalt, concrete, *Recyclable Gypsum* and includes all products listed in the Provincial Environmental Management Act’s Recycling Regulation (Product Stewardship Program).

“Mixed Waste Paper” includes, but is not limited to, commingled boxboard, paper shopping bags, white and coloured ledger paper, wrapping paper, envelopes with or without windows, sticky notes, computer paper, third class mail, flyers, magazines, catalogues, telephone books, paper egg cartons, newspapers and any other 100% paper fibre products.

“Non-Recyclable Material” includes but is not limited to *Garbage* and may include items that previously were recyclable but no longer have any recyclable value or purpose.

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

"Recyclable Corrugated Cardboard" means a container for goods which is composed of an inner fluting (wave-like) of material and one or two outer liners of material (linerboard) which is not lined with contaminants such as wax, plastic or foam, and is free from contaminants such as oil, grease and food.

"Recyclable Gypsum" means source-separated gypsum board or wall board, including new construction off-cuts or scraps, and old wallboard that has been painted, covered in wallpaper, vinyl or ceramic tiles and is removed during renovation, but excluding lathe masonry gypsum wallboard, wallboard associated with asbestos and wallboard contaminated with any other waste.

"Recyclable Materials" means all *Mandatory Recyclable Material*, plus any other materials accepted for recycling at an approved *Recycling Depot* or at the *Landfill*.

"Recyclables Cart" means a wheeled container owned and supplied by the *City*, and used for the collection of *Mandatory Residential Recyclable Material* from *Residential Dwelling Premises*.

"Recycling Depot" means a facility for the receiving, collection, sorting and temporary storage of *Recyclable Materials* whose operation is the responsibility of the *City* or its designate as part of its recycling program.

"Residential Dwelling Premise" means an individual dwelling unit with direct access to and from the outdoors which could include single family dwellings, two family dwellings, residential triplexes or fourplexes, manufactured homes, or individually serviced units of apartments or condominiums. For clarification, *Residential Dwelling Premise* does not include, for the purposes of this bylaw, stratified properties to which access to each individual unit is only available via common strata property.

"Site Designate" means the employee or contractor responsible for landfill and scale house operations at the *Landfill*.

"Solid Waste Reduction Services" means landfill disposal costs, waste reduction activities, recycle depots and recycle processing facilities.

"Solid Waste Reduction Services Fee" means the fee for *Solid Waste Reduction Services*.

"Standard Garbage Bag" means durable plastic bags, which shall contain not more than 95 litres, and must not weigh more than 23 kg when full, used for the collection of *Garbage* when tagged with *Tag-a-Bag Tags* from *Residential Dwelling Premises*.

"Tag-a-Bag Tag" means a tag that must be placed on all *Garbage* bags that exceed the quantity limits for *Garbage* removal outlined in this bylaw, with such tags being made available by the *City* for a fee.

"White Goods" means large metal appliances such as washers, dryers, stoves, hot water tanks, air conditioners, refrigerators and freezers, including those containing ozone-depleting substances.

"Wood Waste" means clean, organic, source-separated material including, but not necessarily limited to:

- kiln-dried dimensional lumber (such as wood pallets, and demolition wood waste);
- branches or prunings greater than 20 centimetres (8 inches) in diameter;
- plywood;
- particle board; and,
- pressed board

provided such material is free of chemical treatments, creosote, rocks, metals (other than nails and screws), heavy coats of paint, wire, fibreglass, asphalt materials, and other non-wood materials.

“Yard Waste” means green waste including but not necessarily limited to grass and hedge clippings, leaves, grass, flowers, vegetable stalks, woody or herbaceous waste, fruit and vegetable waste, and prunings that can be effectively composted. Includes prunings up to 1 metre in length and 5 centimetres in circumference.

“Yard Waste Cart” means a wheeled container owned and supplied by the *City*, and used for the collection of *Yard Waste* from *Residential Dwelling Premises*.

2 COLLECTION SYSTEMS

2.1 GARBAGE, YARD WASTE AND MANDATORY RESIDENTIAL RECYCLABLE MATERIAL COLLECTION SYSTEMS

- 2.1.1 Every *Owner* of a *Residential Dwelling Premise* within the *Collection Area* shall use the *Garbage, Mandatory Residential Recyclable Material* and *Yard Waste* collection systems established by the *City* pursuant to this bylaw and shall pay the rates and fees set out in Schedule “B” to this bylaw, except those who have been granted a waiver of service by City Council.
- 2.1.2 The *City*, or a contractor acting on behalf of the *City*, shall pick up all *Garbage, Yard Waste* and *Mandatory Residential Recyclable Material* set out at *Residential Dwelling Premises* within the *Collection Area* on the designated day of collection, provided it conforms to the terms of this bylaw and meets the *Garbage, Yard Waste* and *Mandatory Residential Recyclable Material Cart* size limits and rates outlined in Schedule “B”.
- 2.1.3 Notwithstanding section 2.1.1 and 2.1.2 of this bylaw, the *City* reserves the right to alter or exclude a *Residential Dwelling Premise* from the *Garbage, Yard Waste* and *Mandatory Residential Recycling* collection systems if collection costs, access routes or location are unsafe or unreasonable.
- 2.1.4 The *City* reserves the right to refuse to remove all material that is not *Garbage, Yard Waste* or *Mandatory Residential Recyclable Material*, as defined by this bylaw.
- 2.1.5 *Recyclables Carts* containing materials not identifiable as *Mandatory Residential Recyclable Material* will not be collected.
- 2.1.6 Residents of stratified residential properties to which access to each individual unit is only available via common strata property (for example, bare land strata or ordinary strata developments) may utilize the *Garbage, Yard Waste* and *Mandatory Residential*

Recyclable Material collection systems established by the *City* pursuant to this bylaw, upon application to and approval by the *Director of Infrastructure Operations*. Applications will only be accepted from the strata corporation, and only on behalf of the entire development. Applicants must demonstrate the suitability of the proposed pick-up location and access thereto, such that the *City* or its contractor shall be able to collect materials set out for collection pursuant to the terms of this bylaw. Such properties shall participate in the system, and shall pay all respective fees and charges, as if each strata lot were a *Residential Dwelling Premise* as defined by this bylaw.

2.2 CONTAINER REQUIREMENTS - RESIDENTIAL

- 2.2.1 Every *Owner of Residential Dwelling Premises* within the *Collection Area* shall maintain in sanitary condition and in good order and repair the *Garbage, Yard Waste and Recyclables Carts*.
- 2.2.2 *Garbage, Yard Waste and Recyclables Carts* shall be kept on the *Owner's Residential Dwelling Premises* at all times and shall not encroach upon or project over any street, lane or public place except when placed on such street or lane for the purpose of collection under this bylaw.
- 2.2.3 Unless exempted by the *Director of Infrastructure Operations* for reasons of physical disability, all *Garbage, Yard Waste and Recyclables Carts* shall be made readily accessible and with lids unlocked, pursuant to the provisions of section 2.2.4 of this bylaw, for emptying, between the hours of 7:00 a.m. and 7:00 p.m. on the day of collection only.
- 2.2.4 For collection purposes, all *Garbage, Yard Waste and Recyclables Carts* must be placed within one metre and with wheels positioned away from the travelled portion of the lane, or the boulevard, adjacent to the *Owner's Residential Dwelling Premise*, or at a place designated by the *Director of Infrastructure Operations*. Carts must also be placed one half (0.5) meter from one another or another obstacle.
- 2.2.5 If *Garbage, Yard Waste and Recyclables Carts* are enclosed in a structure, it shall be built with doors opening upon the pick-up side so said containers can be readily removed.
- 2.2.6 All *Garbage, Yard Waste and Recyclables Carts* shall be kept on the ground level and shall be readily accessible from the street, or lane abutting the *Owner's Residential Dwelling Premises*.
- 2.2.7 Where collection of *Garbage* or *Mandatory Residential Recyclable Material* from a stratified residential development has been approved by the *Director of Infrastructure Operations* pursuant to section 2.1.6 of this bylaw, a ready means of access shall, on the day of collection, be provided from the public street to the location of the *Garbage, Yard Waste and Recyclables Carts* placed out for collection. The access shall be unobstructed, satisfactorily maintained, and of sufficient size and kind to enable any authorized employee or contractor of the *City* to collect using normal collection efforts and procedures.
- 2.2.8 All *Garbage, Yard Waste and Recyclables Carts*' lids shall be kept closed.

- 2.2.9 All *Garbage, Yard Waste* and *Recyclables Carts* and any structure used as a cover for such containers shall, at all times, be kept in good repair, clean and accessible for inspection at all reasonable hours.
- 2.2.10 All *Mandatory Residential Recyclable Material* are to be placed loosely in the *Recyclables Cart*, and bagging or bundling of *Mandatory Residential Recyclable Material* with string, ties or tape is not permitted.
- 2.2.11 All *Co-mingled Containers* must be washed out prior to placement in *Recyclables Cart* for collection, or deposit at a *Recycling Depot*.
- 2.2.12 All *Yard Waste* is to be placed loosely in the *Yard Waste Cart*, and bagging or bundling of *Yard Waste* with string, ties or tape is not permitted.
- 2.2.13 From the beginning of March to the end of November on designated collection days each *Residential Dwelling Premise* shall be permitted to place a *Yard Waste Cart* at the curb for collection.
- 2.2.14 The *City* may suspend collection service from properties where location or design of pick-up facilities are contrary to the provisions of this bylaw, but such suspension shall not waive any requirement, or abate or waive any changes or rates under the provision of this bylaw.
- 2.2.15 *Additional Garbage and Recyclables Cart Service*
- 2.2.15.1 An *Owner* may request in writing that the *City* provide a *Large Cart* for *Garbage* and/or *Mandatory Recyclable Material* service or any other additional service under this bylaw;
- 2.2.15.2 The *City* may allocate to an *Excess Producer Garbage* and/or *Recyclables Carts* in sufficient size and number to make up the deficiency between *Garbage* and/or *Mandatory Residential Recyclable Material* produced and *Garbage* and *Recyclables Cart* collection services purchased;
- 2.2.15.3 If the request referred to in subsection 2.2.15.1 is approved by the *Director of Infrastructure Operations*, the rates for such services (*Large Cart Fee*) will be entered by the *Director of Financial Services* on the real property tax rolls or utility bill.
- 2.2.16 *Requesting a Reduction in Yard Waste and/or Recyclables Cart Service*
- 2.2.16.1 An *Owner* may request a reduction in the number or volume of *Yard Waste* and/or *Recyclables Carts*; and
- 2.2.16.2 The *City* may approve the request if the *Director of Infrastructure Operations* is satisfied that a reduction will not cause the property to become an *Excess Producer*; and
- 2.2.16.3 The *Owner* will not receive any reduction in the mandatory service rates (Schedule “B”) per section 2.1.1 of this bylaw.

2.3 CONTAINER REQUIREMENTS – NON-RESIDENTIAL

2.3.1 Every *Owner* of premises other than *Residential Dwelling Premises* shall provide containers sufficient in size and number to contain all *Garbage* and *Recyclable Materials* without spillage and in a sanitary condition at all times, and all such containers shall meet zoning and other applicable requirements for size, location and access.

2.4 DISPOSAL REQUIREMENTS WITHIN GARBAGE CONTAINERS – RESIDENTIAL AND NON-RESIDENTIAL

2.4.1 No liquids shall be put in or be allowed to accumulate in any *Garbage, Yard Waste* and *Recyclables Carts*, or in any container for *Garbage* provided by the *Owner* of premises other than a *Residential Dwelling Premise*.

2.4.2 All materials that might adhere to any container shall be separately contained within individual disposable wrappings or containers before being placed in a *Garbage Cart*, or in any containers for *Garbage* provided by the *Owner* of premises other than *Residential Dwelling Premises*.

2.4.3 Ashes shall be completely cooled and shall be placed in non-combustible containers and separate from other *Garbage* or inflammable material. Hot ashes from incinerators or burning barrels, any liquid wastes, bulk chemical composition waste, animal cuttings or wastes or oil, fuel, or other equipment lubricant filters shall not be placed for residential *Garbage* collection.

2.4.4 Treated Biomedical Waste shall be disposed of in accordance with Schedule “D” attached to and forming part of this bylaw.

3 LANDFILL AND RECYCLING DEPOTS

3.1 SANITARY LANDFILL AND RECYCLING DEPOTS

3.1.1 The *City* reserves the right to control the type and nature of *Garbage, Recyclable Materials*, or other material that is deposited at the *Landfill* or a *Recycling Depot*.

3.1.2 All *Garbage, Recyclable Materials* or other material delivered to the *Landfill* or a *Recycling Depot* shall be deposited only as specified in Schedule “C” of this bylaw and in accordance with the provisions of this bylaw.

3.1.3 All *Garbage, or Recyclable Materials* deposited at the *Landfill* or at a *Recycling Depot* shall become the property of the *City*, except where such materials are deposited contrary to the provisions of this bylaw.

3.1.4 *Recyclable Material* delivered to a *Recycling Depot* must be uncontaminated and sorted as indicated.

3.1.5 Every person depositing *Garbage, Recyclable Materials* or any other material at the *Landfill* or at a *Recycling Depot* shall pay the rates and fees set out in Schedule “E” to this bylaw. Notwithstanding this requirement, such rates and fees may be reduced or

waived where the particular item to be deposited can be demonstrated to be a benefit to the operations of the *Landfill or Recycling Depot*.

- 3.1.6 Any fee that must be paid pursuant to this bylaw shall be paid to the attendant prior to leaving the *Landfill or Recycling Depot*. Payment by credit and/or debit card may be accepted if such payment options are available at the site.
- 3.1.7 Notwithstanding sections 3.1.5 and 3.1.6 of this bylaw, persons depositing *Garbage* at the *Landfill* on a regular basis may apply to the *City* for credit, which may be granted by the *Director of Financial Services* or designate.
- 3.1.8 The *City* may cancel any credit arrangement made pursuant to this bylaw, upon written notice to the person granted the credit, for any reason whatsoever including, but not limited to, late payment or non-payment of invoice amounts due and payable. In addition, entry into the *Landfill* may be refused for delinquent credit accounts, pursuant to the procedures outlined in the *Community Charter*.
- 3.1.9 *Garbage* and other materials being transported to the *Landfill* shall be adequately covered and secured to prevent the materials from blowing or falling off the vehicle while in transit according to the following criteria:
- a) An adequate cover shall be used, such as a tarpaulin, other overlay, or container, that confines the materials to the vehicle or trailer.
 - b) Bulky waste, metal containers and manufactured items with a volume greater than 1.5 cubic metres (53 cubic feet/330 gallons), *White Goods*, and stumps shall be securely chained or strapped to flat beds, the vehicle trunk or truck box, or the trailer.
 - c) Soil, sand, gravel, and rock shall be confined within the truck box or trailer, with the tailgates closed.

4 PROHIBITIONS, OFFENCES AND PENALTIES

4.1 PROHIBITIONS

- 4.1.1 No person shall litter or dispose of *Garbage, Yard Waste or Recyclable Material* contrary to the provisions of this bylaw.
- 4.1.2 No person shall deposit *Garbage, Yard Waste, Mandatory Recyclable Material* or any other material at the *Landfill* or a *Recycling Depot*, except in accordance with this bylaw, and with the applicable landfill operating certificate for the facility issued by the Province of British Columbia.
- 4.1.3 No person shall dispose of *Garbage* any place other than a *Garbage Cart* for collection as part of the *City's* collection system provided for pursuant to this bylaw, another container scheduled for collection and delivery to the *Landfill* or at the *Landfill*.
- 4.1.4 No person shall dispose of *Mandatory Recyclable Material* any place other than:
- (a) a *Recyclables Cart*, for collection as part of the *City's* collection system provided for pursuant to this bylaw;

- (b) another container scheduled for collection and delivery to a *Recycling Depot* or a place designated for the deposit of such at the *Landfill*; or
- (c) directly at a *Recycling Depot*, or at a place designated for the deposit of such at the *Landfill*.

- 4.1.5 No person shall deposit *Garbage* or *Yard Waste* to a *Recycling Depot*.
- 4.1.6 No person shall place *Garbage* for pick-up with the *Garbage* of others or place *Garbage* in *Garbage Carts* owned by others without that *Owner's* permission.
- 4.1.7 No person shall deposit *Garbage* or *Recyclable Materials* that do not originate from within the *City* at the *Landfill* or a *Recycling Depot* unless permitted to do so by the *Director of Infrastructure Operations*.
- 4.1.8 No person, other than an authorized *City* employee, contractor, or designate shall enter or deposit *Garbage* or *Recyclable Material* at a *Landfill* or *Recycling Depot* other than during operating hours.
- 4.1.9 No person shall transport *Garbage* or *Recyclable Material* from a location other than a *Residential Dwelling Premise* to a *Residential Dwelling Premise* for collection pursuant to the *City's* collection systems.
- 4.1.10 No person shall scavenge *Garbage* or *Recyclable Materials*, whether placed out for collection at *Residential Dwelling Premises* or deposited at a *Recycling Depot* or the *Landfill*.
- 4.1.11 No person shall place *Mandatory Recyclable Material* in a *Garbage Cart* or *Yard Waste Cart* or a container for *Garbage* provided by the *Owner* of premises.
- 4.1.12 No person shall place *Garbage* in a *Recyclables* or *Yard Waste Cart* or a container for *Mandatory Recyclables Material* or *Yard Waste* provided by the *Owner* of the premises.
- 4.1.13 No person shall place *Yard Waste* in a *Garbage* or *Recyclables Cart* or a container for *Garbage* or *Mandatory Recyclable Material* provided by the *Owner* of the premises.
- 4.1.14 No person shall intentionally contaminate *Recyclable Materials* so as to make them non-recyclable.

4.2 OFFENCES AND PENALTIES

- 4.2.1 No person shall do any act or suffer or permit any act or thing to be done in contravention of this bylaw.
- 4.2.2 Every person who violates any provision of this bylaw, or who permits any act or thing to be done in violation of this bylaw, or who fails to do any act or thing required by this bylaw, shall be deemed to have committed an offence against this bylaw and:
 - 4.2.2.1 Shall be liable to a fine set out in *City of Kelowna Ticket Information Utilization Bylaw No. 6550-89*; or

4.2.2.2 Shall be liable, upon summary conviction, to the penalties provided under the Offence Act; or

4.2.2.3 May be prohibited from entering and depositing *Garbage or Recyclable Material* at the *Landfill*; or

any combination of these.

4.2.3 Each day that an offence against this bylaw continues shall be deemed a separate and distinct offence.

4.2.4 Any penalty imposed pursuant to this bylaw shall be in addition to, and not in substitution for, any other penalty or remedy imposed pursuant to any other applicable statute, law or legislation.

5 GENERAL

5.1 SEVERENCE

5.1.1 If a section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a Court of competent jurisdiction, it shall be severed and such decision shall not affect the validity of the remaining portions of this bylaw.

5.2 SCHEDULES

5.2.1 Schedules "A", "B", "C", "D", and "E" of this bylaw form part of, and are enforceable in the same manner as, this bylaw.

5.3 EFFECTIVE DATE

5.3.1 This bylaw shall come into full force and effect as and from the date of adoption.

5.4 REPEAL

5.4.1 City of Kelowna Solid Waste Regulation Bylaw No. 9570 and all amendments thereto, are hereby repealed.

Read a first, second and third time by the Municipal Council this 15th day of December, 2008.

Deposited with the Minister of Health, this 8th day of January , 2009.

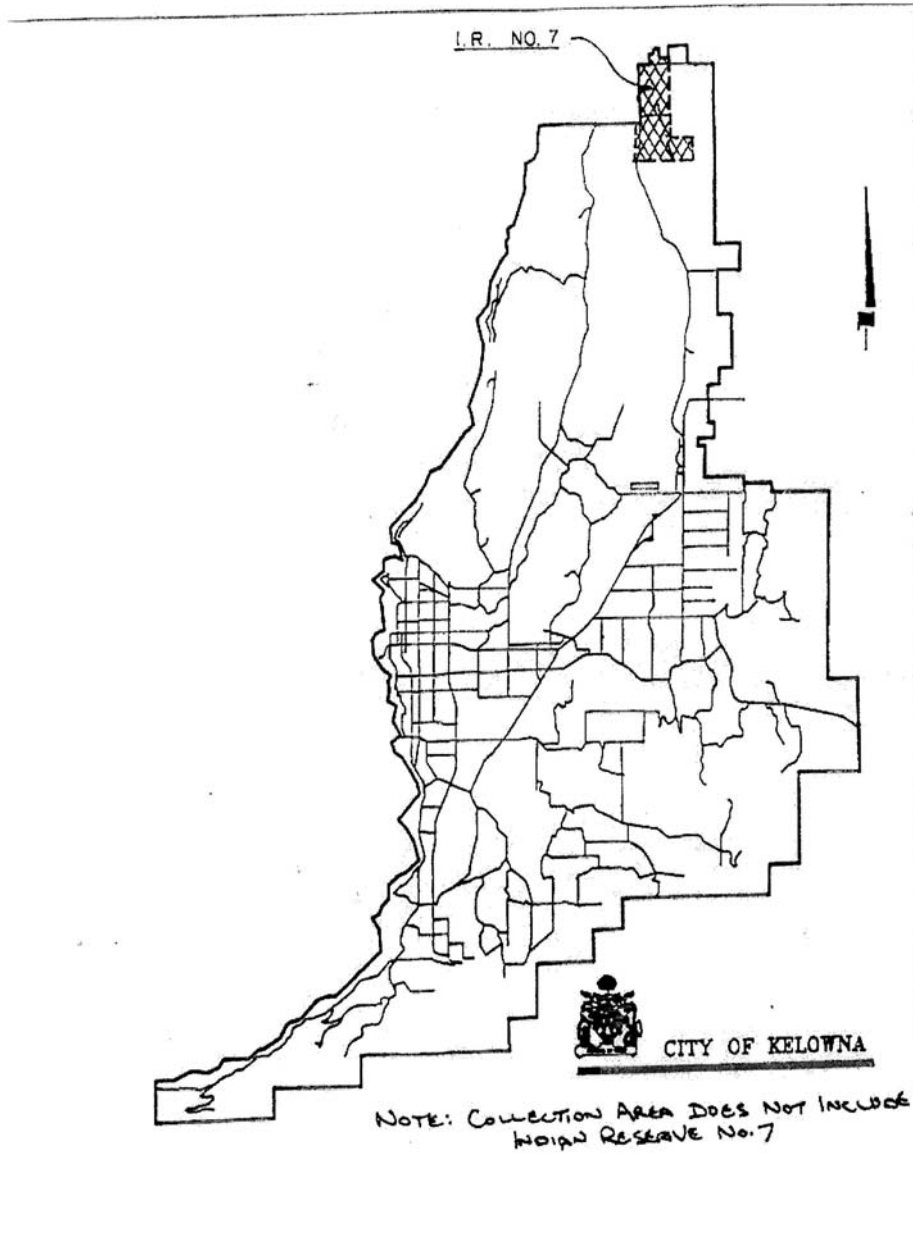
Reconsidered, finally passed and adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

SCHEDULE "A"

Collection Area



SCHEDULE "B"

CURBSIDE PICK UP LIMITS AND COLLECTION FEES

1.0 The following amounts of *Garbage, Yard Waste and Mandatory Residential Recyclable Material* may be placed for pick up from *Residential Dwelling Premises*:

1.1 One (1) 120 litre *Garbage Cart* or one (1) 240 litre *Garbage Cart* of *Garbage* per *Residential Dwelling Premise* per weekly pick-up.

1.2 Furniture or small appliances that fit within the *Garbage Cart* or not exceeding 23 kg and 0.5 cubic metres in size, tagged with a *Tag-a-Bag Tags*, and which are not prohibited by this bylaw, may be considered for collection.

1.3 Notwithstanding section 1.1 above, a maximum of two (2) additional *Garbage Bags* will be picked up provided each of these bags are tagged with *Tag-a-Bag Tags*.

1.4 An owner must not fill a *Garbage, Yard Waste and Recyclables Cart* in its possession to:

1.4.1 a gross weight that exceeds:

Cart Size	Weight Limit
120 litres	50 kg
240 litres	100 kg
360 litres	113.5 kg

1.4.2 To the extent that the lid does not close; or

1.4.3 To the extent that the collector cannot easily empty the contents.

2.0 The following fees and charges shall be paid in relation to the removal of *Garbage, Mandatory Residential Recyclable Material* and *Yard Waste* pursuant to the residential collection system established under this bylaw:

\$148.78 per year, for each individual *Residential Dwelling Premise* for basic *Garbage, Yard Waste and Mandatory Recyclable Material Collection Fee* and an additional \$72.00 per year *Large Cart Fee* for each individual *Residential Dwelling Premise* using the 240 litre *Cart* collection service for *Garbage* as per section 2.2.15. Notwithstanding this provision, where a waiver of service has been approved pursuant to section 2.1 of this bylaw, a *Collection Fee* shall not be levied, however a *Solid Waste Reduction Services Fee* shall be levied for landfill disposal costs, waste reduction activities, recycling depot and recycle processing facility operations. This fee for *Solid Waste Reduction Services* is set at \$61.38 per year for each *Residential Dwelling Premise*.

Residential Dwelling Premises shall be invoiced annually, with charges covering a twelve month period being placed on the annual property tax bill sent by the *City*. Payments received are applied firstly to arrears, then to current charges. New accounts are billed from the date of request for final inspection of the applicable building permit works, on a pro-rated basis.

- 2.1 \$2.50 per tag, for a *Tag-a-Bag Tag* .
- 2.2 Each individual *Residential Dwelling Premise* will receive one free *Garbage, Yard Waste and Recyclables Cart Change Out* for different cart sizes as per sections 2.2.15 and 2.2.16. Additional cart size *Change Outs* will be assessed a *Change Out Fee* of \$25.00 per *Change Out* exchange and will be invoiced to the *Owner* of the *Residential Dwelling Premise*.
- 2.3 If *Garbage, Yard Waste and Recyclables Carts* become damaged, upon approval by the *Director of Infrastructure Operations*, costs of the repairs may be charged to *Owner* of the *Residential Dwelling Premise*.

SCHEDULE "C"

LANDFILL SITE REGULATIONS

1.0 No person shall:

- a) Deposit *Recyclable Materials* any place other than that designated for such deposit, and not at the active face of the *Landfill* or in the transfer bins;
- b) Deposit *Garbage* or *Recyclable Materials* at the *Landfill* in a manner or in a location contrary to the written or verbal direction of the *Site Designate*;
- c) Remove, alter, or deface any sign placed or erected at the *Landfill*;
- d) Ignite or cause to be ignited fires at the *Landfill*;
- e) Loiter at the *Landfill*. All vehicles must proceed directly to the designated dumping area and leave the *Landfill* immediately upon unloading;
- f) Drive a vehicle anywhere at the *Landfill* except on designated roads or driveways;
- g) Deposit *Garbage* or *Recyclable Materials* at the *Landfill* without first having the *Garbage* or *Mandatory Recyclable Material* checked by the *Site Designate* for the purpose of determining compliance with this bylaw and weighed on the scale to assess the applicable fee; or
- h) Remove deposited *Garbage* or *Recyclable Materials* from the *Landfill* without the express written permission of the *City*.

2.0 SAFETY

- 2.1 Any person entering the *Landfill* does so at his or her own risk. The *City* accepts no responsibility or liability for damage or injury to person or to property.
- 2.2 Children under sixteen (16) years shall remain under the supervision of an adult at all times while at the *Landfill*, and may be requested to remain inside a vehicle for safety reasons.
- 2.3 Pets must remain in a vehicle at all times while at the *Landfill*.
- 2.4 Smoking is not permitted within the boundaries of the *Landfill*.
- 2.5 Vehicles shall not exceed posted speed limits while at the *Landfill*.

SCHEDULE “D”**PROTOCOL FOR DISPOSAL OF TREATED BIOMEDICAL WASTE**

Treated Biomedical Wastes are permitted for disposal at the *Landfill* subject to the following provisions:

1. Small Generators of Biomedical Waste – Small generators of needles and sharps (e.g. home, medical, dental, veterinary, or pharmacy) who are using or collecting syringes and sharps must disinfect the needles and sharps and dispose into garbage in a rigid container. The containers must be autoclaved or contain industrial strength bleach (11%) for disinfecting or certified disinfected by another method prior to disposal at the *Landfill* or certified through an authorized waste disposal contractor.

Syringes that were used for withdrawing blood, other sharps and non-treated biomedical waste must be autoclaved prior to disposal at the *Landfill* or through an authorized waste disposal contractor.

2. Large Generators of Biomedical Waste – Large generators of needles, sharps and other non-treated biomedical waste (e.g. hospitals) are required to autoclave prior to disposal at the *Landfill* or through an authorized waste disposal contractor.
3. Home Use – Sharps for disposal from home should be returned to the place of purchase, or disposed in accordance with Protocol #1 (Small Generators of Biomedical Waste) above.

APPROVED MANAGEMENT OF BIOMEDICAL WASTE DISPOSAL	
WASTE TYPE	LANDFILL DISPOSAL CRITERIA
Human Anatomical	A
Micro-biology (laboratory)	B ¹
Human Blood and Body Fluid	B ¹
Waste Sharps	B ¹
Animal	C

Legend:

A – Not Acceptable

B – Regulatory Approved or Additional Treatment Required

C – Acceptable only to the extent permitted under the *Landfill* Operating Certificate, issued by the Province of British Columbia, and under the *Environmental Management Act* of British Columbia

Notes:

¹ Only accepted if waste first treated and/or decontaminated by an approved treatment process.

SCHEDULE “E”**SANITARY LANDFILL / RECYCLING FEES**

1. The following rates shall be paid for all material delivered to the *Landfill* at all times when the landfill scale is operating:
- | | | |
|-----|--|--|
| (a) | Demolition, construction, and land clearing waste material: | |
| | (i) source-separated recyclables | \$ 10.00 per metric tonne |
| | (ii) asphalt and concrete | \$ 25.00 per metric tonne |
| | (iii) gypsum drywall | \$145.00 per metric tonne |
| (b) | Clean <i>Wood Waste</i> | \$ 10.00 per metric tonne |
| (c) | <i>Recyclable Gypsum</i> in loads of one metric tonne or less | \$145.00 per metric tonne
(or portion thereof) |
| (d) | Useable clean fill, batteries, propane tanks | No Charge |
| (e) | <i>Yard Waste</i> : | |
| | (i) up to 20 cm (8 in) diameter | - under 250 kg No Charge
- over 250 kg \$ 25.00 per metric tonne |
| | (ii) over 20 cm (8 in) diameter | \$ 55.00 per metric tonne |
| (f) | Tires (with or without rim, as indicated): | |
| | (i) up to 40.64 cm (16 in) diameter, with or without rim | \$ 1.00 per tire |
| | (ii) 40.64 to 64.77 cm (16 to 25.5 in) diameter, without rim | \$ 5.00 per tire |
| | (iii) 40.64 to 64.77 cm (16 to 25.5 in) diameter, with rim | \$ 10.00 per tire |
| (g) | Asbestos (friable) | \$150.00 per metric tonne |
| (h) | Hydrocarbon Contaminated Soils | \$8.00 per metric tonne |
| (i) | Recyclable corrugated cardboard larger than 1 m ³ | \$10.00 per load |
| (j) | Ash | \$100.00 per tandem axle load |
| (k) | Carcasses weighing under 100 kg | \$55.00 per metric tonne |
| (l) | Carcasses weighing over 100 kg | \$200.00 per carcass |
| (m) | All other residential <i>Garbage</i> not included above: | \$55.00 per metric tonne |
| (n) | Any material determined by the <i>Director of Infrastructure Operations</i> to require burial in an area away from the active face | \$30.00 per metric tonne surcharge, over and above any other required |
| (o) | Any <i>Mandatory Recyclable Material</i> included in mixed waste | \$150.00 per metric tonne surcharge, over and above any other required fee |

2. At all times when the scales are not operating, all material delivered to the *Landfill* shall be subject to the following charges, according to the type of vehicle delivering the material. and without taking into consideration the volume or weight of the material contained in the vehicle:

Vehicle Type	Fee
Utility Trailer, or Vehicles up to 3/4 ton	\$6.00
Tandem Axle Trailer	\$40.00
Side Dump Collector Truck, less than 50m ³	\$75.00
Side Dump Collector Truck, equal to or greater than 50m ³	\$150.00
Curbster	\$250.00
Roll-off Open Container, 15 yard bin	\$80.00
Roll-off Open Container, 20 yard bin	\$95.00
Roll-off Open Container, 30 yard bin	\$155.00
Roll-off Open Container, 40 yard bin	\$200.00
Roll-off Closed Compactor Unit, up to 40 yard	\$325.00
Large Compactor, greater than 40 yard	\$360.00
Single Axle Truck (1 ton)	\$60.00
Single Axle Truck (2 ton)	\$85.00
Single Axle Truck (3 ton)	\$125.00
Single Axle Truck (5 ton)	\$170.00
Single Axle Truck (dump)	\$190.00
Tandem Axle Truck (dump)	\$280.00
Tractor Trailer Unit	\$325.00
Source Separated Recyclables	\$50.00

3. All *Garbage* hauled directly to the *Landfill* site by customers qualifying or authorized for pick-up through the *City's* residential collection systems established pursuant to this bylaw shall be subject to the following minimum charges:

- \$1.00 per *Standard Garbage Bag* up to six (6) *Standard Garbage Bags*
- \$6.00 per load of *Garbage* for loads weighing up to and including 250 kg
- \$50.00 per metric tonne of *Garbage* for loads weighing greater than 250 kg

4. *Owners* of all *Residential Dwelling Premises*, including *Owners* of property who have been granted a waiver of service, pursuant to section 2.1.1 of this bylaw, or who have been excluded, pursuant to section 2.1.3 of this bylaw, from the *City's* residential collection systems, will be levied annually on their property tax notice or utility bill a fee to cover *Solid Waste Reduction Services*; landfill disposal costs, waste reduction activities, recycle depot and recycle processing facilities. New accounts will be billed from the date of request for final inspection on a pro-rated basis. This *Solid Waste Reduction Services Fee* is \$61.38 per residential unit per year.