

CITY OF KELOWNA

BYLAW NO. 9570

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. 9570".

1.2 INTERPRETATION

In this bylaw, unless the context otherwise requires:

"Blue Bag" means a transparent blue tinted or clear plastic bag with a maximum capacity of ninety-five (95) litres when used for the collection of *Mandatory Residential Recyclable Materials*.

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

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

"Co-mingled Containers" means all colours of recyclable glass or metal food and beverage containers, and all plastic containers identified as cloudy coloured or natural #2 High Density Polyethylene ("HDPE"); but does not include beverage containers under deposit as part of the Provincial container deposit and refund system.

"Director of Finance" means the person appointed as such by the *City* and includes his or her lawful delegate.

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

“Garbage” means and includes all rubbish, trade waste, ashes, household waste, discarded matter, rejected abandoned or discarded waste or vegetable or animal food, floor sweepings, crockery, non-recyclable glass or metal food containers, and *Yard and Garden Waste* if placed in a *Standard Garbage Container* and tree prunings, hedge clippings and other garden refuse or rubbish if cut into one metre lengths or less and tied in suitable bundles weighing not more than 23 kgs.

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

“Mandatory Recyclable Material” includes:

- (a) **“Mandatory Residential Recyclable Material”**, being materials such as recyclable glass, *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 beverage containers under deposit as part of the Provincial container deposit and refund system.

“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.

“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 Materials*, plus any other materials accepted for recycling at an approved *Recycling Depot* or at the *Landfill*.

"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.

"Residential Yard Waste Collection Program" means additional curbside collections for *Yard and Garden Waste* on dates determined by the *City*.

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

"Standard Garbage Container" means non-corrosive, durable receptacles, fitted with secure handles and a water-tight cover or 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* 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 and Garden Waste" means green waste including but not necessarily limited to grass and hedge clipping, leaves, grass, flowers, vegetable stalks, woody or herbaceous waste, fruit and vegetable waste, and prunings that can be effectively composted.

2 COLLECTION SYSTEMS

2.1 GARBAGE AND MANDATORY RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SYSTEMS

- 2.1.1 Every Owner of a *Residential Dwelling Premise* within the *Collection Area* shall use the Garbage and Mandatory Residential Recyclable Materials 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 and Mandatory Residential Recyclable Materials 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 does not exceed the Garbage quantity limits outlined in Schedule “C”. There is no limit on the number of *Blue Bags* containing *Mandatory Residential Recyclable Material* set out for collection.
- 2.1.3 Notwithstanding section 2.1.1 and 2.1.2 of this bylaw, the *City* reserves the right to exclude a Residential Dwelling Premise from the Garbage and Mandatory Residential Recycling collection systems if collection costs, access routes or location are unreasonable.
- 2.1.4 The *City* reserves the right to refuse to remove all material that is not *Garbage* or *Mandatory Residential Recyclable Material*, as defined by this bylaw.
- 2.1.5 *Blue bags* containing materials not identifiable as *Mandatory Residential Recyclable Materials* 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* and *Mandatory Residential Recyclable Materials* collection systems established by the *City* pursuant to this bylaw, upon application to and approval by the *Director of Works & Utilities*. 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 provide and maintain in sanitary condition and in good order and repair, *Standard Garbage Containers* sufficient in number to contain all *Garbage* at all times. The *City* or its contractors shall not be responsible for the replacement of any containers or lids damaged or lost for any reason whatsoever. Owners of *Residential Dwelling Premises* within the *Collection Area* shall also provide *Blue Bags* to contain *Mandatory Residential Recyclable Materials* set out for collection.

- 2.2.2 *Standard Garbage Containers, Blue Bags and Yard and Garden Waste* 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 All *Standard Garbage Containers, Blue Bags and Yard and Garden Waste* shall be made readily accessible, 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 *Standard Garbage Containers, Blue Bags and Yard and Garden Waste* must be placed within one metre of 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 Works & Utilities*.
- 2.2.5 If *Standard Garbage Containers* or *Blue Bags* 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 *Standard Garbage Containers* and *Blue Bags* shall be kept on the ground level or on a platform not more than 0.3 metres in height above ground 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 Materials* from a stratified residential development has been approved by the *Director of Works & Utilities* 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 *Standard Garbage Containers* and *Blue Bags* 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 *Standard Garbage Containers* and *Blue Bags* shall be kept covered with watertight lids or fastened in such a manner that they are watertight.
- 2.2.9 All *Standard Garbage Containers* and *Blue Bags* 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. When the *City* has condemned any standard or special container, such container shall be removed by the *Owner* of the *Residential Dwelling Premises* who shall provide a suitable container in its place.
- 2.2.10 *Blue Bags*, when full, shall not weigh more than 23 kilograms per bag. All *Mandatory Residential Recyclable Materials* are to be placed loosely in the *Blue Bag*, and bundling of *Mandatory Residential Recyclable Materials* with string, ties or tape is not permitted except for *Recyclable Corrugated Cardboard* which must be flattened, bundled and tied with string and placed with the *Blue Bag* on top, provided that the *Mandatory Residential Recyclable Materials* remain clean and dry and that no litter is created.
- 2.2.11 All *Co-mingled Containers* must be washed out prior to placement in *Blue Bags* for collection, or deposit at a *Recycling Depot*.

- 2.2.12 The *City* may suspend collection service from properties where containers or 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.

2.3 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 *Standard Garbage Container*, or in any container for *Garbage* provided by the *Owner* of premises other than a *Residential Dwelling Premise* .
- 2.4.2 All table and kitchen *Garbage*, all wet *Garbage*, pet waste, floor sweepings, and sawdust or other granular materials must be in a garbage bag before being placed within any *Standard Garbage Container*.
- 2.4.3 All solids, gases or liquids that might adhere to any container shall be separately contained within individual disposable wrappings or containers before being placed in a *Standard Garbage Container*, or in any containers for *Garbage* provided by the *Owner* of premises other than *Residential Dwelling Premises*.
- 2.4.4 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.
- 2.4.5 Treated Biomedical Waste shall be disposed of in accordance with Schedule “D” attached to and forming part of this bylaw.

2.5 RESIDENTIAL YARD WASTE COLLECTION PROGRAM

- 2.5.1 During the *City's* periodic “Residential Yard Waste Collection Program”, each *Residential Dwelling Premise* shall be permitted to place at the curb for collection unlimited quantities of *Yard and Garden Waste*, as well as tree prunings up to 1.3 cm (1/2”) in diameter.
- 2.5.2 Notwithstanding the provisions of any other section of this bylaw, the *Yard and Garden Waste* set out for collection under this program must be placed in clear plastic bags that allow the collector to clearly identify that only *Yard and Garden Waste* has been placed in the bag.

- 2.5.3 Tree prunings must be either bundled 1 metre long by 0.5 metres across or placed in containers for pick up.

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 Finance*.
- 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 to or from the *Landfill*, or at the *Landfill* 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* or *Recyclable Material* contrary to the provisions of this bylaw.
- 4.1.2 No person shall deposit *Garbage*, *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 *Standard Garbage Container* 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 *Blue Bag*, 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 transport *Garbage* to a *Recycling Depot* for disposal there.
- 4.1.6 No person shall place *Garbage* for pick-up with the *Garbage* of others or place *Garbage* in containers 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 Work & Utilities*.
- 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 place *Mandatory Recyclable Materials* in a *Standard Garbage Container* or a container for *Garbage* provided by the *Owner* of premises other than a *Non-Residential Dwelling Premise*.
- 4.1.11 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*.
- 4.1.12 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 Municipal Ticket Information 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*; orany 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. 7173 and all amendments thereto, are hereby repealed.

Read a first, second and third time by the Municipal Council this 6th day of March, 2006.

Deposited with the Minister of Health, this 7th day of March, 2006.

Reconsidered, finally passed and adopted by the Municipal Council of the City of Kelowna this day of , 2006.

Mayor

City Clerk

SCHEDULE "A"

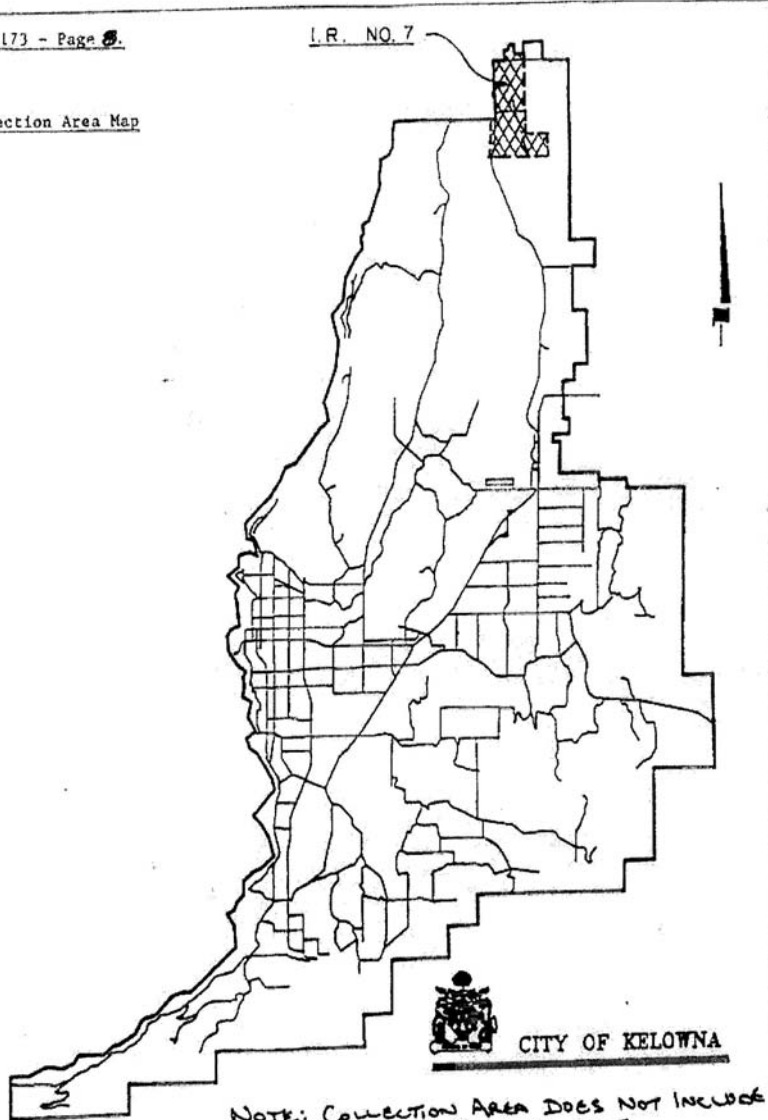
Collection Area

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Schedule "A"

Garbage Collection Area Map

I.R. NO. 7



NOTE: COLLECTION AREA DOES NOT INCLUDE
INDIAN RESERVE NO. 7

SCHEDULE "B"

GARBAGE PICK UP LIMITS AND COLLECTION FEES

- 1.0 The following amounts of *Garbage* may be placed for pick up from *Residential Dwelling Premises*:
- 1.1 Two (2) *Standard Garbage Containers* of *Garbage* per *Residential Dwelling Premise* per weekly pick-up.
 - 1.2 Non-putrescible *Garbage*, not placed in containers, must be tied securely in bundles not exceeding a length of one metre or a weight of 23 kg. Such bundles are considered as one *Standard Garbage Container*.
 - 1.3 Furniture or small appliances not exceeding 23 kg and 0.5 cubic metres in size, and which are not prohibited by this bylaw, may be considered as one *Standard Garbage Container* for collection.
 - 1.4 Notwithstanding 1.1 above, a maximum of two (2) additional *Standard Garbage Containers* of *Garbage* will be picked up provided each of these bags are tagged with a *Tag-a-Bag Tag*.
- 2.0 The following fees and charges shall be paid in relation to the removal of *Garbage* pursuant to the residential collection system established under this bylaw:
- 2.1 \$45.35 per year, for each individual *Residential Dwelling Premise* for basic *Garbage* collection service and the *Yard and Garden Waste* collection program. Notwithstanding this provision, where a waiver of service has been approved pursuant to section 2.1 of this bylaw, no charge shall be levied for collection.

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.
 - 2.2 \$1.50 per tag, for a *Tag-a-Bag Tag*.

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 *Recyclables Materials* 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
 - (iv) mixed waste for disposal \$160.00 per metric tonne
 - (b) Clean *Wood Waste* \$ 25.00 per metric tonne
 - (c) *Recyclable Gypsum* 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) *Yard and Garden Waste*:
 - (i) up to 20 cm (8 in) diameter - under 250 kg No Charge
 - (i) up to 20 cm (8 in) diameter - over 250 kg \$ 25.00 per metric tonne
 - (ii) over 20 cm (8 in) diameter \$ 50.00 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 m³ \$ 10.00 per load
 - (j) Ash \$100.00 per tandem axle load
 - (k) Carcasses weighing under 100 kg \$ 50.00 per metric tonne
 - (l) Carcasses weighing over 100 kg \$200.00 per carcass
 - (m) All other residential *Garbage* not included above: \$ 50.00 per metric tonne
 - (n) Any material determined by the Director of Works & Utilities to require burial in an area away from the active face \$ 30.00 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 Container* up to six (6) *Standard Garbage Containers*
 - \$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 Units*, 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 charge of \$59.28 to cover sanitary landfill refuse disposal costs, recycling programs and waste reduction activities. New accounts will be billed from the date of request for final inspection on a pro-rated basis.