

SUMMARY

The Solid Waste Management Bylaw sets out the regulations for the City's residential garbage collection system and sanitary landfill, including the size and location of garbage containers, the amount of garbage to be picked up, the types of garbage permitted, disposal requirements for specific types of waste and prohibited materials. The bylaw also sets out the landfill disposal fees, garbage pick-up rates and special annual levy for landfill disposal costs.

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CITY OF KELOWNA
BYLAW NO. 10106
REVISED: April 3, 2023

CONSOLIDATED FOR CONVENIENCE TO INCLUDE BYLAW NO. 10122, 10307, 10374, 10565, 10648, 10741, 10871, 11076, 11485, 11548, 12113, 12279 & 12488

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".

BL10741, 12113, 12279 & 12488 amended Section 1.2 Interpretation:

1.2 INTERPRETATION

In this bylaw, unless the context otherwise requires:

"Asphalt shingles" means source separated asphalt and fiberglass shingles.

"Animal Attractant" means any substance which could reasonably be expected to attract wildlife or does attract wildlife including but not limited to household refuse, kitchen waste, food products, beverage containers, barbecue grills, pet food, bird feed, diapers, grease barrels, fruit, salt, oil and other petroleum products and chemical products.

"Biosolids" means stabilized municipal sewage sludge resulting from a municipal waste water treatment process or septage treatment process which has been sufficiently treated to be deemed non-hazardous and passes the Paint Filter Test (US EPA SW-846 Test Method 9095B: Paint Filter Liquids Test or other methodology approved by the BC Ministry of Environment).

"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 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*.

"Commercial Refuse Haulers" are garbage/refuse collection companies with a valid business licence whose primary function is handling refuse and delivering this refuse to the Glenmore Landfill for disposal, recycling or composting.

"Dangerous Wildlife" means bear, cougar, coyote or wolf, or a species of wildlife that is prescribed as dangerous wildlife as per the provincial Wildlife Act as amended from time to time.

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

"Director of Civic 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*.

"International Waste" means vegetative, food and other refuse left at the Kelowna International Airport which may or may not contain pests or diseases detrimental to local agriculture."

"Landfill" means the Glenmore Landfill, located at 2720 John Hindle Drive, 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, scrap metal, tires, asphalt, concrete, asphalt shingles, 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.

"Mulch" means a coarse wood product not including ground dimensional lumber.

"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 or covered in wallpaper, 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*.

"Stumps" means the woody part of the root system of a tree or large shrub, cut at ground level and without attached granular soil materials.

"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.

"Wildlife" means any mammals not normally domesticated, including but not limited to bears, cougars, coyotes, wolves, foxes, raccoons, feral rabbits and skunks.

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

- Branches greater than 5 centimetres in diameter;
- kiln-dried dimensional lumber (such as wood pallets, board ends and demolition wood waste);
- plywood;
- particle board; and
- pressed board.

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

"Yard Waste" means green waste including but not necessarily limited to grass, hedge clippings, leaves, flowers, vegetable stalks, woody or herbaceous waste, and prunings up to 5 centimetres in diameter.

2 COLLECTION SYSTEMS

BL10741 amended Section 2.1.1:

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.
- 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.

BL12113 amended Section 2.2.13:

- 2.2.13 From the beginning of March to the end of December 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.

BL12279 added Section 2.5

2.5 MANAGING ATTRACTANTS

2.5.1 A person must not feed *Wildlife*, and must not feed animals in a manner that is likely to attract *Wildlife*. Every Owner or occupier of a *Residential Dwelling Premise* must ensure that:

2.5.1.1 any fruit or nuts from a tree, bush or shrub is maintained and stored in such a manner so as not to attract *Wildlife*;

2.5.1.2 any bird feeder containing bird feed, suet or nectar is suspended on a cable or other device in such a manner that it is inaccessible to *Wildlife*; and the area below any bird feeding devices or activity is kept free of accumulations of seeds and similar *Animal Attractants*;

2.5.1.3 any composting activity is carried out and any composting device or equipment is maintained in such a manner that it is inaccessible to *Wildlife*;

2.5.1.4 barbecue equipment and tools that remain out of doors must be clean and free of residual food or grease;

2.5.1.5 any refrigerator, freezer, storage container or similar appliance, device or apparatus that contains animal attractants of any type, if placed or located outdoors, is located and equipped in such a manner that it is inaccessible to *Wildlife*; and

2.5.1.6 any grease, antifreeze, paint or petroleum product is stored in such a manner that it is inaccessible to *Wildlife*.

2.5.1.7 except as permitted in this bylaw, a person must not store any refuse that is an *Animal Attractant* in such a manner that it is accessible to *Wildlife*.

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.

BL10741 added Section 3.2:

3.2 AUTOMATED SCALE USE

- 3.2.1 Commercial refuse haulers possessing a charge account in good standing for a minimum of one calendar year with the City for the Glenmore Landfill may apply to utilize the automated scale terminals.
- 3.2.2 Commercial Refuse haulers utilizing this service must have drivers trained by City Landfill staff in the automated scale terminal operations.

BL10741 added Section 3.3:

3.3 SCALE ACCESS CARDS

- 3.3.1 Access cards for automated scale terminals may be issued to credit account holders who are commercial refuse haulers, provided the account has been in good standing for a minimum of one year.
- 3.3.2 Access cards may be provided to approved account holders for an annual fee of \$10.00 per card plus applicable taxes, with no activation fee. The annual renewal date is July 1st.
- 3.3.3 Replacement for lost or stolen access cards may be provided at a cost of \$25.00 per access card plus applicable taxes, with a \$100.00 reactivation fee. There is no charge to replace or reactivate access cards that are malfunctioning or misreading.
- 3.3.4 Automated scale use privileges may be revoked by the City for reasons including but not limited to:
 - 1) inaccuracy or falsely reporting load composition at the terminal;
 - 2) allowing a charge account to fall over 60 days in arrears;
 - 3) failure to declare contamination in a load, once it is deposited on site;
 - 4) sharing or misuse of access cards

3.3.5 If, after entering the load composition at the terminal, an account holder discovers a contaminated or misrepresented load upon depositing/unloading and fails to immediately report the error to the scale operator, notification will be delivered to the company on each offence as follows:

- a) First Offence – Correct charge will be filed against the ticket and all applicable surcharges will be added. The offending Access Card will be deactivated for 14 calendar days and subject to a reactivation fee of \$100.00.
- b) Second Offence – First offence penalty will be applied, in addition all cards provided to the company will be deactivated for 30 calendar days and subject to a reactivation fee of \$100.00 per card.
- c) Third Offence – First offence penalty will be applied, in addition all cards provided to the company will be deactivated for a minimum of one year. The company will no longer have access to the automated scale terminal and may re apply for access cards after ONE calendar year at the discretion of the Director of Civic Operations.

4 PROHIBITIONS, OFFENCES AND PENALTIES

BL10741 amended Section 4.1:

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.
- 4.1.15 No person shall, while on site at the landfill, act in a manner, or manoeuvre a vehicle in a manner that may be construed as reckless, dangerous or threatening.

BL10741 amended Section 4.2:

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 the *Landfill* for a period of one (1) month for a first offence; six (6) months for a second offence, and; one (1) year for a third offence; 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. 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 12th day of January, 2009.

"Sharon Shepherd"

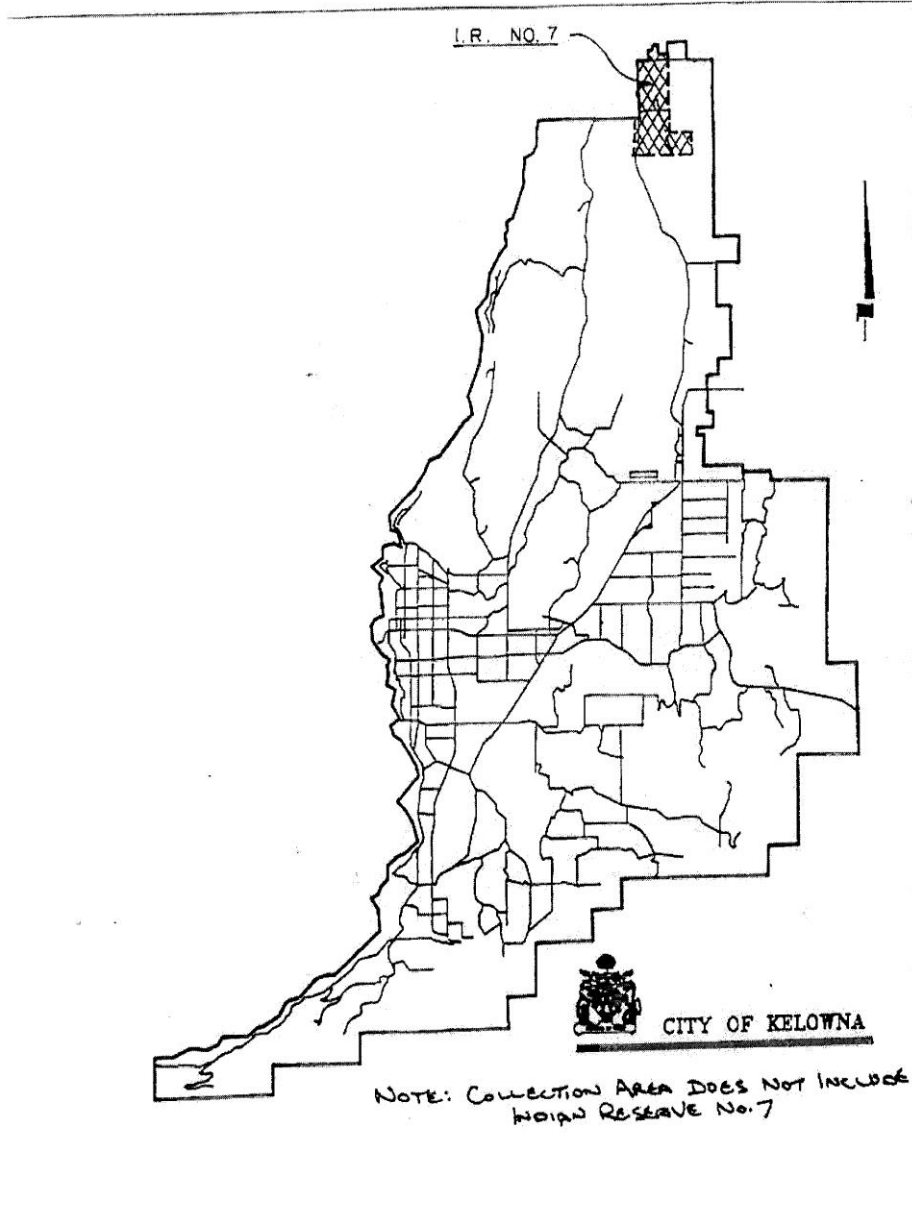
Mayor

"Stephen Fleming"

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.

BL10122, BL10565, 10741, BL11076, BL12113, BL12279 & 12488 amended Section 2.0:

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:

	2023	2024
Garbage, Yard Waste, Recycling and Curbside Collection fee	\$163.87	\$174,76
CORD Waste Reduction Office Programming	17.56	\$17.56
TOTAL	\$181.43	\$192.32

Each *Residential Dwelling Premise* using a 240L cart for garbage collection will pay an additional annual fee outlined in the table below. Also, each *Residential Dwelling Premise* may request and obtain up to two additional Yard Waste Carts for a one-time cost of \$60.00 per cart plus an annual fee of \$30.00 per cart.

	2021	2022	2023
Large Garbage Cart (240L) fee	\$90/annum	\$90/annum	\$90/annum

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*.

BL10741, BL11548 & BL12113 replaced Section 2.2:

2.2 Cart size Change Outs will be assessed a Change Out Fee of \$25.00 plus applicable taxes per Change Out exchange when upsizing or for additional carts and will be invoiced to the Owner of the Residential Dwelling Premise. Downsizing or removal of carts will not be charged the Change Out Fee.

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*.

BL10307 added and BL10565 amended section 2.4:

2.4 An additional fee of \$6.00 per year will be applied to the annual Solid Waste Reduction Services fee of \$ “\$99.04 in 2012 per year and \$108.42 per year starting in 2013 where, a 240 litre yard waste cart has been upgraded to a 360 litre yard waste cart.

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

BL10565, BL10741, BL10871, BL12113, BL12488 amended Section 1:

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 \$175.00 per metric tonne
 - (b) *Wood Waste* \$ 10.00 per metric tonne
 - (i) Lumber \$ 10.00 per metric tonne

(Effective July 1, 2023)

Wood Waste \$ 25.00 per metric tonne

 - (i) Lumber \$ 25.00 per metric tonne
 - (c) *Recyclable Gypsum* in loads of one metric tonne or less \$175.00 per metric tonne (or portion thereof)
 - (d) Useable clean fill, batteries, propane tanks No Charge
 - (e) *Yard Waste:*
 - (i) Yard Waste \$40.00 per metric tonne

(Effective July 1, 2023)

 - (i) Yard Waste \$44.00 per metric tonne
 - (ii) stumps \$90.00 per metric tonne
 - (f) Tires – Passenger vehicle, light and medium duty tires
 - (i) up to 22.5" with no rims free
 - (ii) up to 22.5" on rims \$20.00 per tire
 - (iii) Heavy duty and tires larger than 22.5" Not accepted
 - (g) Asbestos (friable) \$250.00 per metric tonne
 - (h) Hydrocarbon Contaminated Soils \$8.00 per metric tonne

(Effective July 1, 2023)

Contaminated Soils \$15.00 per metric tonne (exceeding Agricultural Quality)

\$25.00 per metric tonne (exceeding Industrial Quality) (Waste Soils)
 - (i) [deleted]
 - (j) Ash \$100.00 per tandem axle load

(k) Carcasses weighing under 100 kg

"\$85.00"	Effective January 1, 2018
"\$95.00"	Effective January 1, 2019
"100.00"	Effective January 1, 2020

(l) Carcasses weighing over 100 kg \$200.00 per carcass

(m) All other residential *Garbage* not included above:

"\$100.00 per metric tonne"	Effective January 1, 2020
"\$102.00 per metric tonne"	Effective January 1, 2022
"\$104.00 per metric tonne"	Effective January 1, 2023

(n) Any material determined by the *Director of Civic Operations* to require burial in an area away from the active face \$50.00 per metric tonne surcharge, over and above any other required

(o) Any *Mandatory Recyclable Material* included in mixed waste \$150.00 per metric tonne surcharge, over and above any other required fee

(p) Culled Cherries \$16.57/tonne

(q) Handling Fee for Contaminated Mandatory Recyclable Loads \$50.00 per metric tonne

(r) Handling Fee for immediate burial of International Waste \$150.00 surcharge (plus applicable weight-based fees)

(s) Requiring sorting \$125.00 per metric tonne

(t) Stumps (no soil or rocks attached) \$90.00 per metric tonne

(u) Mattresses \$15.00 each or \$15.00 each plus weight (as Garbage) when in a co-mingled load

(v) Biosolids (only accepted on a short term emergency basis and with prior written approval from the City) \$250.00 per metric tonne

(w) Asphalt shingles for recycling \$150.00 per metric tonne

BL10565 & BL12113 amended the following:

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:

Vehicle Type – Yard waste and Wood waste	Fee
Utility Trailer, car or pick up trucks (<2 yards)	Free
Two to five yard container	\$10.00
Container greater than five yards	\$25.00

Vehicle Type – All other wastes	Fee
Utility Trailer, car or pick up trucks	\$10.00
Tandem Axle Trailer	\$60.00
Side Dump Collector Truck, less than 50m ³	\$150.00
Side Dump Collector Truck, equal to or greater than 50m ³	\$200.00
Curbster	\$300.00
Roll-off Open Container, 15 yard bin	\$100.00
Roll-off Open Container, 20 yard bin	\$150.00
Roll-off Open Container, 30 yard bin	\$200.00
Roll-off Open Container, 40 yard bin	\$300.00
Roll-off Closed Compactor Unit, up to 40 yard	\$400.00
Large Compactor, greater than 40 yard	\$450.00
Single Axle Truck (1 ton)	\$75.00
Single Axle Truck (2 ton)	\$125.00
Single Axle Truck (3 ton)	\$150.00
Single Axle Truck (5 ton)	\$225.00
Single Axle Truck (dump)	\$250.00
Tandem Axle Truck (dump)	\$350.00
Tractor Trailer Unit	\$400.00

BL10565, 10741 and 12279 amended the following:

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:
 - \$5.00 per load (\$6.00 effective July 1, 2023) of wood waste or yard waste for loads weighing up to and including 250 kg, and as per the table below for Garbage or other billable waste streams for loads weighing up to and including 250 kg:

\$11 per load	Effective January 1, 2018
\$12 per load	Effective January 1, 2019

\$100.00 per metric tonne	Effective January 1, 2020
\$102.00 per metric tonne	Effective January 1, 2022
\$104.00 per metric tonne	Effective January 1, 2023

BL10122 and BL10565 amended the following:

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 \$99.04 per residential unit per year for 2012 and \$108.42 for 2013. The *Collection Fee* portion of the *Collection and Solid Waste Reduction Fee* is \$88.88.

BL10374 added new sub-sections 5.a and 5.b:
 BL10648 replaced sub-sections 5.a and 5.b:
 BL11485 & BL11548 replaced sub-section 5a:
 BL12113 added sub-section 5.c:
 BL12488 replaced sub-section 5.a and 5.b:

5.a The following rates plus applicable taxes shall be paid for all compost material sold at a wholesale level:

Cubic yards purchased per load	Ogogrow at 551 Commonage Road	Ogogrow at Glenmore Landfill	Glenmore at Glenmore Landfill
3 – 7	\$15.00	\$20.00	\$25.00
More than 7	\$4.00	\$7.50	\$8.00

* Per cubic yard

5.b The following rates, plus applicable taxes shall be paid for all compost material sold at a retail level:

Compost material sold at a retail level	Glenmore Landfill
Ogogrow or Glenmore - supplied bag	\$4.29
Glenmore per cubic yard (0.5 – 3 yards)	\$30.00
Ogogrow per cubic yard (0.5 – 3 yards)	\$25.00
Mulch per cubic yard (1 yard minimum charge)	\$15.00

5.c The City of Kelowna and City of Vernon may accept biosolids for composting at Regional Composting Facility located at 551 Commonage Road in Vernon. This Facility manages the biosolids from the two Municipalities, and is funded on a pro-rated basis based on the volumes of biosolids produced by each City. At the discretion of the Director of Civic Operations or designate, the Facility may accept biosolids from other Waste Water Treatment Plants at the following rate, plus applicable tax:

"\$110.00 per tonne"	Effective January 1, 2021
"\$125.00 per tonne"	Effective January 1, 2022

BL11485 added and BL11548 amended sub-section 6:

6. The Director of Civic Operations or designate is authorized to periodically amend rates on a short term basis when the total quantity of compost in inventory exceeds 25% of the City's annual production of compost through:

- a. The sale of compost to buyers outside of the Central Okanagan Regional District and the City of Vernon at a negotiated rate between \$0.00 and \$7.00 per cubic yard; and
- b. The sale of compost to proponents through the established City of Kelowna procurement process.