

# CITY OF PRINCE RUPERT

## SOLID WASTE BYLAW NO. 3223, 2006

### A BYLAW REGULATING THE COLLECTION AND DISPOSAL OF SOLID WASTES AND THE CHARGES, METHODS AND REQUIREMENTS TO OPERATE AND MAINTAIN A SOLID WASTE DISPOSAL SITE.

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**WHEREAS** the *Community Charter*, SBC 2003, Chapter 26, provides that Council may by bylaw establish, maintain and operate grounds for disposal of solid wastes and of noxious, offensive or unwholesome substances and to establish and maintain a system to collect, remove and dispose of such solid wastes, substances and discarded matter and to compel persons to make use of such a system and prescribe the terms and conditions for the use thereof;

**AND WHEREAS** the Council deems it necessary to provide and continue such a system in the City of Prince Rupert;

**NOW THEREFORE** the Council of the City of Prince Rupert in open meeting assembled enacts as follows:

#### **PART 1 - DEFINITIONS AND INTERPRETATION**

##### **Title**

1. This Bylaw may be cited as “**Solid Waste Bylaw No. 3223, 2006**”.

##### **Definitions**

2. **In this Bylaw:**

“**active face**” means the area of the *disposal site* that is currently being filled with *solid waste*;

“**add-a-day system**” means the scheduling system in which the day for collection of *solid waste* advances by one day following any holiday recognized by the *City*;

“**approved disposal site**” means a site for the deposit and disposal of *solid waste*, recyclable materials, or both, which is either owned or operated by the *City* or is authorized by the *City* as a disposal site;

“**attendant**” means the *person* authorized to perform the duty of directing and controlling access to the *Landfill Site*;

“**City**” means City of Prince Rupert;

“**contaminated water waste**” means water which contains more than a minor trace, as determined by the *Manager of Operations*, of a petroleum/grease product and includes wastewater from facilities where maintenance or lubrication of vehicle/equipment components are washed or where solvents are used for removal of paint, grease or oils. It will be the determination of the *Manager of Operations* as to what level of contamination is deemed to be minor and therefore acceptable at the *Landfill Site* or what level of contamination is more than minor and unacceptable at the *Landfill Site*, but under no circumstance is it to include the classification of ‘Special Waste’ under the Waste Management Act;

“**controlled waste**” means certain *waste* which is approved for disposal at the disposal site but which, because of its inherent nature or quantity, requires special handling and disposal techniques to avoid creating health hazards, nuisances, or environmental pollution, and shall include those wastes outlined in Schedule “C” attached to and forming part of this Bylaw;

“**cover**” means material that is of a gravel/soil type nature, is compactable, and does not contain large pieces of debris;

“**creosote**” means a dark brown oil, distilled from coal tar, used as a wood preservative;

“**dangerous wildlife**” means a bear or wolf;

“**Disposal Site**” means that area of the *Landfill Site* which accepts certain *solid wastes, controlled wastes, cover, and low risk international garbage*;

“**dwelling unit**” means any building, or one or more rooms connected together within a building, for residential occupancy as a single housekeeping unit with facilities for cooking, eating, living, sleeping, and sanitary facilities and having a separate entrance, but does not include any building containing a store, or a *multiple family premises*;

“**insecure load**” means a load of *solid waste* that has not been secured to, or confined within, a vehicle in such a manner that it cannot fall from or blow out of the vehicle while it is in transit;

“**Landfill Site**” means the *City Landfill Site* and describes an area of land located off Ridley Island Road that includes a “*Disposal Site*” and a “*Recyclable Site*”;

**“cruise ship international garbage”** means low risk and high risk garbage offloaded from foreign vessels which has written approval from the Canadian Food Inspection Agency in the form of a “Certificate for Disposal of *Low Risk International Garbage*”;

**“Manager of Operations”** means the Manager of Operations of the *City* or an authorized representative of the Manager of Operations;

**“multiple family premises”** means a building or part thereof which is, or is intended to be, for residential occupancy, usually with facilities for cooking, eating, living, sleeping, and sanitary facilities, and having a common entrance to four or more such *dwelling units*, and shall include apartment buildings, hotels, motels, tenement houses, lodging houses, rooming houses, boarding houses, or any business block which is, or is intended to be occupied by four or more *persons* in individual rooms or *dwelling units*;

**“non-profit organization”** means an incorporated organization or society which exists for educational, recreational or charitable reasons and from which shareholders or trustees do not benefit financially;

**“owner”** means the registered owner of any lands and *premises* situated within the *City* and includes the agent, heir, executor, or administrator of the owner, or the lessee or occupier of the lands and *premises*;

**“person”** means and includes natural persons of either sex, associations, co-partnerships and corporations, whether acting by themselves or by a servant, agent or employee;

**“premises”** means land composed of one or more parcels along with any building or group of buildings which may be located thereon and includes buildings located on land under common ownership or management,

**“prohibited waste”** means *solid waste* that is not acceptable at the *Landfill Site* and shall include those *wastes* outlined in Schedule “B” attached to and forming part of this Bylaw;

**“Recyclable Site”** means that area of the *Landfill Site* which accepts reusable or marketable materials such as those outlined on Schedule “D” attached to and forming part of this Bylaw;

**“service period”** means the period of time associated with scheduled *solid waste* collection services;

**“solid waste”** means any *waste* that originates from residential, commercial, industrial, institutional, demolition, land clearing, or construction sources or activities, or any other source, but excludes liquid waste or effluent;

**“soot”** means black carbonaceous residue of wood, coal, oil, and all other fossil fuels originating in open fires, chimney linings, boilers, furnaces, and other burners;

**“sorted building debris”** means construction or building demolition materials that have been manually or mechanically separated into products of wood, metals, and masonry materials, with only minor amounts of other mixed contaminants (i.e. very small pieces of drywall, gypsum, tar paper, wiring, etc.).

**“sterilized biomedical waste”** means non-anatomical *waste* which is generated by, but not limited to, the following: hospitals, laboratories, doctors’ offices, clinics, veterinarians and which has been sterilized, and clearly identified as being sterilized, in a ‘Certified Sterilization Facility’ and as defined in the CCME Draft Code of Practice for the Management of Biomedical Waste in Canada (June 1991);

**“tag”** means the sticker sold by the City of Prince Rupert which is to be affixed to garbage bags in excess of the 2 bag limit.

**“trade premises”** means any commercial *premises* including a shop, café, restaurant, eating house, club, drive-in lunch counter, wholesale or retail business place, or office block, or any building other than an industrial operation, a *dwelling unit* or a multiple *family premises*;

**“trade waste”** means *waste* resulting from the operation of a trade *premises*;

**“uncovered load”** means a load of *solid waste* of such a nature that it can fall from or blow out of the vehicle if it is not covered while in transit;

**“unserviceable property”** means:

- (a) any *premises* to which access from a street is inadequate for collection service as determined by the *Manager of Operations*; or
- (b) any *premises* which by its lack of proximity to other *premises* being provided collection service would result in excessively high costs or time being allocated to service as determined by the *Manager of Operations*; or,
- (c) any *premises* the *Manager of Operations* determines is unsafe to service;

**“waste”** means discarded, rejected or abandoned materials, substances or objects;

“**white goods**” means metal appliances such as refrigerators, freezers, washing machines, dishwashers, clothes dryers, ranges, stoves, furnaces, air conditioners and hot water tanks;

“**wire rope**” means metal in the form of a flexible thread or slender rod and/or a rope formed wholly or chiefly of wires.

3. Wherever the singular or masculine is used in the Bylaw the names shall be deemed to include the plural or the feminine or the body politic or corporate, and also their respective heirs, executors, administrators, successors and assigns.

## **PART 2 – DANGEROUS WILDLIFE**

4. No *waste* that could obviously attract *dangerous wildlife* shall be deposited or stored outdoors, including on any patio, balcony, or deck.

## **PART 3 – REMOVAL OF WASTE**

### **Duty to Remove Waste**

5. Every *owner of premises* shall, at least once each *service period*, dispose of any *waste* produced on such *premises* through any of the following means:
  - (a) by the *City waste* collection service;
  - (b) by a private *waste* collection service approved and licensed by the *City*;
  - (c) by otherwise removing or arranging for the removal of the *waste* to an *approved disposal site* for the *waste* being deposited.

### **Noxious Waste**

6. Any noxious, offensive, or unwholesome *waste*, matter or substance upon any *premises* shall be immediately removed to the *Landfill site* or other *approved disposal site* by the *owner* of such *premises* and shall not be left for collection by others on the regularly scheduled collection day.
7. When a violation of Section 6 results, and if after the *Manager of Operations* has provided the *owner* written notice to remove the noxious, offensive, or unwholesome *waste*, matter or substance within such time he deems reasonable the noxious, offensive, or unwholesome *waste*, matter or substance still remains on the *premises*, the *City* may, by its workmen or others enter at all reasonable times upon the *premises* and remove the noxious, offensive, or unwholesome *waste*, matter or substance, in a reasonable manner at the expense of the *owner* who will be charged at cost, under a work order, for this cleanup, with a

minimum charge of \$110.00, and any charges so incurred may, if unpaid on December 31<sup>st</sup> in the year that removal has been done, be added to and form part of the taxes payable in respect of that *premises* as taxes in arrears.

#### **PART 4 – DISPOSAL OF WASTE**

##### **Disposal Sites**

8. No *premises* within the *City* other than the *Landfill site* or an *approved disposal site* may be used for *waste* disposal.
9. No *person* within the *City* shall dispose of any type of *waste*, except in accordance with the provisions of this Bylaw, and all other Municipal, Provincial and Federal Enactments and Regulations.

##### **Mandatory Service**

10. Every *owner* of *premises* shall pay for the collection of *solid waste* from their *premises* as herein provided and shall also pay for the use of the *approved disposal sites* as may be available from time to time except as otherwise permitted in this Bylaw.

##### **Authority not Exclusive - Others**

11. Any *person* may collect *solid waste*, and collect recyclable material, provided that they obtain the necessary licenses and comply with all relevant Federal, Provincial, and Municipal legislation and do not interfere with the *City waste* collection system or the Regional District recycling system.

#### **PART 5 - CITY WASTE COLLECTION**

##### **City Collection**

12. It shall be lawful for the *City* to continue, equip, maintain, and operate a system of *solid waste* collection within the *City* under the control and direction of the *Manager of Operations*.
13. The *City* may collect certain *solid wastes* from any *dwelling unit* (residential collection service) and from any *trade premises* or institutional *premises* with three or less standard containers (commercial collection service).

### **General Conditions of Service**

14. The *City* will not be liable for any damages suffered or costs incurred by any *person* by reason of the failure of the *City* to supply collection service.
15. No *person* will be relieved of the obligation to observe the requirements of all Federal, Provincial, and Municipal laws by reason of the services provided by the *City*.
16. The *City* shall not be responsible for the replacement of any containers or lids damaged or lost for any reason whatsoever.
17. The *City* will not be responsible for the accidental collection of goods not meant to be placed for collection if the items are left in garbage bags.

### **Alternate Service**

18. The *City* shall not collect *solid waste* from:
  - (a) *a multiple family premises*;
  - (b) *a trade premises* that has more than three (3) solid waste containers for collection if there is an alternative collection service available;
  - (c) *an industrial premises*.
  - (d) *an unserviceable property*.
19. *Owners of premises* listed in Section 18 shall arrange for 'private collection' by a private collection service approved and licensed by the *City* that disposes of *waste* at an *approved disposal site*.

### **Unacceptable Materials**

20. The *City* shall not collect, and no *person* shall deposit into a container from which the *City* collects *solid waste*, any *waste* described in Schedule "A", attached to and forming part of this Bylaw (unacceptable wastes).
21. If any *solid waste* is of such a nature that it cannot be placed in standard solid waste containers or could cause harm to the collector, then the *owner* of such *waste* shall arrange to have it taken to the *Landfill Site* and deposited there in the locations required upon payment of the designated disposal fee.

### **Right to Refuse Waste**

22. The *City* reserves the right to refuse to collect all *waste* which is not acceptable at the *Landfill Site* or which does not comply with the provisions of this Bylaw.

### **Garbage Bags**

23. Every *owner* whose *solid waste* is collected by the *City* shall place all these *solid wastes* in large durable plastic garbage bags a minimum of 76 cm x 80 cm and a maximum of 90 cm x 127 cm in size, a maximum of 16 kilograms in weight, properly tied or closed, and these filled garbage bags shall be placed in standard solid waste containers for collection.

### **Number of Bags**

24. Basic residential collection charges are for two (2) garbage bags only per collection day.
25. All garbage bags in excess of two (2) must have a *tag* affixed to each of them or they will not be collected.

### **Standard Solid Waste Containers**

26. Containers for all *premises* where collection service is provided by the *City* shall be provided by the *owner* and shall conform to the following:
- (a) a metal or plastic solid waste container;
  - (b) be in good condition with a smooth rim;
  - (c) have a watertight animal, bird and insect proof lid;
  - (d) have rigid handles which permit ease in handling;
  - (e) be loaded to a height not greater than 5 centimetres (2") from the top; and,
  - (f) the size of each to be not more than .016 cubic meters (6 cubic feet).

### **Condition of Containers**

27. Every *owner* shall provide and maintain in sanitary condition and in good order of repair, standard containers sufficient in number to, at all times, contain all *solid waste* for collection.

### **Placement of Containers**

28. Containers shall be kept on the *owner's premises* at all times and shall not encroach upon or project over any street, lane, walkway, sidewalk, or other public place except when placed on such street or land, on the scheduled collection day, for the purpose of collection under this Bylaw
29. The placement of containers for *City* collection shall be as follows:



- (a) Where premises are serviced by street collection, garbage containers shall be set out, on the scheduled day for collection, not more than 1.2 metres (4 feet) back from the curb or traveled portion, whichever is applicable, of the collection roadway in a location clearly visible to collection workers.
  - (b) Where premises are served by a lane collection, garbage containers must be easily accessible at the lane.
  - (c) Garbage containers are not to be placed with the garbage of others or on the inside of a fence, hedge, etc., on collection day.
  - (d) Solid Waste containers shall not be placed so as to obstruct vehicles or pedestrians.
30. In the event there is more than one possible collection roadway for *solid waste* collection, the *Manager of Operations* shall determine the location of collection.

### **Mixing of Wastes**

31. No *person* shall place or mix any *prohibited waste* or *controlled waste* with any *solid waste* for collection by the City.

### **Liquids in Containers**

32. Every *owner* shall ensure that no liquid is placed, or runs into, or accumulates in any *solid waste* container,

### **Encroachment or Trespass of Waste**

33. No *person* shall place any *waste* for collection with the *solid waste* of others, or place any *waste* in containers owned by others, without that *owner's* permission.

### **Storage Sheds**

34. All facilities such as stands, sheds or other structures that are to be used to disguise or store containers awaiting collection shall meet with the approval of the *Manager of Operations*.

### **Frequency of City Solid Waste Collection Service**

35. Unless otherwise approved by the *Manager of Operations* and scheduled accordingly, residential *solid waste* shall be collected once each *service period* on the same day of each week according to the *add-a-day system*.
36. Under the *add-a-day system* where a collection day falls on a holiday, the schedule for residential collection advances one day for each holiday.

37. Unless otherwise approved by the *Manager of Operations* and scheduled accordingly, commercial *solid waste* shall be collected on Mondays and Thursdays (other than after Holidays).

### **Collection Time**

38. Every *owner* of a *dwelling unit* served by City collection services shall, on the regular collection day for that *dwelling unit*, ensure that all *solid waste* is available for collection by 8:00 am.
39. Every *owner* of *trade premises* served by City collection services shall, on the regular collection day for that *premises*, ensure that all *solid waste* is available for collection by 9:00 am.
40. City Collectors **will not return** for *solid waste* that was not available for collection at the times designated in Sections 38 and 39.

### **Safe Collection Area**

41. Every *owner* of premises shall on the regular collection day for that *premises* ensure that pathways are cleared of all snow, ice, and other hazards.
42. City collectors will not collect *solid waste* that is not accessible by a safe, cleared pathway.

### **Gratuities**

43. No *City solid waste* collector shall demand or receive any payment or consideration for services rendered in connection with *solid waste* collection beyond his regular remuneration by the *City*. No gratuity or gift of alcohol of any kind is acceptable, nor is a gratuity gift in excess of \$25.00 in value acceptable.

### **Suspension of Service**

44. The *City* may suspend collection service from any *premises* where the provisions of this Bylaw are not met, including but not limited to, bagging of *wastes*, number of bags, lack of standard containers, location or design of collection facilities, or the condition of *wastes*, but such suspension shall not waive any requirement, or abate or waive any charges or rates, under the provisions of this Bylaw.

## **PART 6 – PRIVATE WASTE COLLECTION SERVICE**

### **Private Collection**

45. Every *owner* of a *premises* not eligible for *City* collection services, shall arrange to rent receptacles from a private *waste* collection firm and shall, on the regular collection day for that *premises*, cause to be removed all *wastes* from all *premises* owned by him.

### **Private Containers**

46. Every *person* who has entered into a contract with a licensed contractor for the removal of *solid waste* shall:
- (a) only use containers supplied or specified by the contractor; and,
  - (b) keep the container and the area around the container in a condition not noxious, offensive, objectionable, or dangerous to the public or to public health.

### **Responsibilities of Private Contractors**

47. All private contractors operating within the *City* must comply with the following regulations:
- (a) Containers must at all times be:
    - (i) kept in good repair, and
    - (ii) designed and maintained so as to prevent the intrusion of rain water or pests into the container and so as to contain any and all liquids comprising part of, or which escape from, the *solid waste*; and,
    - (iii) approved by the *Manager of Operations*.
  - (b) All vehicles used for the collection of *solid waste* that is liable to rot or putrefy must be of a closed metal type, suitably designed to contain the liquid by-products of any rotting or putrefaction.
  - (c) Subject to the provisions of the Noise Control Bylaw, the hours of operation in and adjacent to residential areas are limited to the period between 7:00 a.m. and 9:00 p.m.
  - (d) All collecting, transporting, processing, converting or salvaging of any *solid waste*, must be carried out so as not to be offensive or objectionable.
  - (e) Any *solid waste* that will not immediately be processed, converted or salvaged, must be removed as directly as possible on the day of collection to an *approved disposal site*.
  - (f) All containers used by private contractors or their customers must, unless approved by the *Manager of Operations* to occupy a street, lane, walkway, sidewalk, or other public place, be kept on private *premises* at all times.
  - (g) Ensure that customers are equipped with suitable, and a sufficient number of, containers so that the containers themselves, and the area around the containers,

remains in a condition not noxious, offensive, objectionable, or dangerous to the public or to public health.

## **PART 7 – BUILDING OPERATIONS**

48. No *person* carrying out building construction, maintenance, renovation, or demolition within the *City* shall:
- (a) place or dump the *waste* accumulating from such construction or other operations on any lane, street, walkway, sidewalk or any public place; or
  - (b) accumulate such *waste* on the *premises* where such construction or operations are being carried out without disposing of the *waste* at an *approved disposal site* within such time as the *Manager of Operations* by written notice may deem reasonable.

### **Construction Clean-up Costs**

49. In the event of nonconformance with section 48 (A) or (B) the *City* may, by its workmen or others enter at all reasonable times upon the *premises* and remove the *waste* at the expense of the *person* carrying out the building construction, maintenance, renovation, or demolition who will be charged at cost, under a work order, for this cleanup, with a minimum charge of \$110.00, and any charges so incurred may, if unpaid on December 31<sup>st</sup> in the year that removal has been done, be added to and form part of the taxes payable in respect of that *premises* as taxes in arrears.

## **PART 8 - LITTERING**

50. No *person* shall throw, sweep, or place any *waste* onto any *premises*, street, lane, walkway, sidewalk, or other public place in the *City*.
51. Every *person* shall take due precautions to ensure that no refuse of any kind drops from or is blown from any vehicle or *premises* onto any other *premises*, street, lane, walkway, sidewalk, or other public place in the *City*.

## **PART 9 - DISPOSAL OF SOLID WASTE AT LANDFILL SITE**

### **Prohibited Waste**

52. No *person* shall deposit or dispose in the *Landfill Site* any of the materials outlined on Schedule “B” (*prohibited wastes*), attached to and forming part of this Bylaw.

53. The *City* reserves the right to ban, refuse, or otherwise control the type and nature of *waste* which is to be deposited at the *Landfill Site*, and the *attendant* on duty or the *Manager of Operations* may refuse any *waste* material he considers unacceptable.
54. If any *prohibited wastes* are deposited at the *Landfill Site*, they shall be removed immediately by the *person* depositing them.
55. In addition to having to remove any *prohibited wastes* deposited at the *Landfill Site*, the *person* depositing them shall also pay any fee specified by bylaw for having deposited them at the *Landfill Site*.

### **Controlled Waste**

56. No *person* shall deposit or dispose of any of the controlled materials outlined on Schedule "C" (*controlled wastes*), attached to and forming part of this Bylaw, contrary to the special handling and/or disposal techniques determined to be in effect for that *controlled waste* by the *attendant* at the *Landfill Site* or by the *Manager of Operations*.
57. Any *person* depositing or disposing of any *controlled waste* contrary to the special handling and/or disposal techniques determined to be in effect for that *controlled waste* by the *attendant* at the *Landfill Site* or by the *Manager of Operations*, and without previously informing the *attendant* at the *Landfill Site* and obtaining his authorization shall, in addition to any other penalties imposed or actions taken, pay any fee specified by bylaw for having deposited the *controlled waste* at the *Landfill Site*.

### **General Disposal Regulations**

58. No *person* shall, in disposing *solid waste* at the *Landfill Site*:
  - (a) deposit *solid waste* without first having it weighed on the scales at the *Landfill Site*;
  - (b) drive a vehicle anywhere on the *Landfill Site* except on roads provided by the *City* for that purpose unless otherwise instructed;
  - (c) act in a manner contrary to the posted *Landfill Site* regulations;
  - (d) having deposited *solid waste*, fail to pay the applicable disposal fee prescribed by this Bylaw;
  - (e) deposit any *solid waste* at the *Landfill Site* until any outstanding disposal fees and/or scale use charges and interest owing thereon have been paid in full;
  - (f) enter the *Landfill Site* in a vehicle if the vehicle's load exceeds the permitted weight limits set out in the regulations passed pursuant to the Motor Vehicle Act, or the Commercial Transport Act;

- (g) exceed the posted speed limits;
- (h) enter the *Landfill Site* with an *insecure load*;
- (i) enter the *Landfill Site* with an *uncovered load*; (Commercial Vehicles Only)
- (j) deposit *waste* in any place or manner other than as directed by the *attendant* or *Landfill Site* staff;
- (k) remove *waste* from the *Landfill Site* except with written approval of the *Manager of Operations*;
- (l) loiter on the *Landfill Site* - vehicles must proceed directly to the designated dumping area then leave the *Landfill Site* as soon as possible after unloading;
- (m) use the wash down facility to wash out the interior of truck boxes unless they have been granted access to deposit *waste* at the *active face*; or
- (n) smoke within the *Landfill Site*.

### **Wash Down Facility**

- 59. The tires and undercarriages of vehicles permitted access to the *active face* for the disposal of *waste* must be washed down at the wash down facility prior to leaving the *Landfill Site*.

### **Recyclable Site**

- 60. The *City* may accept into the *Recyclable Site* any of the *waste* described in Schedule “D”, attached to and forming part of this Bylaw.
- 61. Building debris/demolition material must be sorted in order to be accepted at the *Recyclable Site* as defined under “*sorted building debris*”. No large pieces or amounts of unacceptable waste shall be permitted. Acceptance of the “*sorted building debris*” shall be at the discretion of the Scale Attendant.
- 62. All loads for the *Recyclable Site*, intended to be delivered on Saturday, must have prior written approval from the *Manager of Operations* before being accepted.

### **Material Ownership**

- 63. All materials accepted by the *City* at the *Recyclable Site*, unless unlawfully deposited, shall become the property of the *City*, and may be sold or otherwise disposed of.

### **Buildings, Mobile Homes, Boats & Trailer Demolitions**

- 64. Residential House, Mobile Home, Boats & Trailer demolitions will be accepted at the *Landfill Site* under the following conditions:

- (a) all loads will be screened;
- (b) no *prohibited waste* will be permitted;
- (c) asphalt roofing is to be separated, weighed at the scale house, and staff will give directions for unloading at the *Disposal Site* and the regular disposal fees for general *waste* at the *Disposal Site* shall apply;
- (d) *sorted building debris* remaining after separation of asphalt roofing is to be weighed at the scale house, and staff will give directions for unloading at the *Recyclable Site*, and the disposal fees for *sorted building debris* at the *Recyclable Site* shall apply;
- (e) If large pieces and/or amounts of asphalt roofing is seen in a mixed tandem load of *sorted building debris*, then the regular disposal fees for general *waste* at the *Disposal Site* shall apply; and,
- (f) wood or metal roofing materials are to be separated, and transported to the *Recyclable Site* and the disposal fees for the *Recyclable Site* shall apply.
- (g) mobile homes, boats or trailers must be demolished before crossing the scale, they will not be accepted as a whole unit;
- (h) steel trailer frames must be separated and taken to the *Recyclable Site*;
- (i) tires must be removed from rims and are not accepted at the *Landfill Site*; and,
- (j) boats must be stripped of fuel tanks, engines, oils and fluids.

#### **Disposal by Non-profit Organizations**

65. *Non-profit organizations*, in order to benefit from the “non-profit organization” disposal rate, must have prior written approval from the *Manager of Operations* before depositing their *wastes* at the *Landfill Site*.

#### **PART 11 - FEES AND CHARGES**

66. For *City* residential and commercial collection services and for general disposal of *solid wastes* at the *Landfill Site*, the collection and disposal rates set out in Schedule “E” are hereby imposed and levied by the *City* and are due and payable to the *City* by the parties liable under this Bylaw for having collection service or for disposal of such *solid waste*.

#### **Residential Collection Charges Discontinued**

67. The rates set out in Schedule “E” for residential collection services are due and payable by the *owner* whether or not:
- (a) the *dwelling units* are occupied
  - (b) the *owner* makes use of the service, or
  - (c) the service is interrupted or altered in any manner.

unless any of the circumstances in Section 68 apply and the prior arrangements referred to in Section 68 have been made.

68. Charges for residential *solid waste* collection will only be discontinued in respect of a *dwelling unit* if the *owner* has ‘previously’ notified the *City* in writing that:
- a) the *dwelling unit* is temporarily rendered uninhabitable because of fire or other similar disaster; or
  - b) the *dwelling unit* is serviced by an approved alternate service and the *owner* has provided the name of the collection service to be used and the date private collection service will start; or
  - c) the *dwelling unit* will not require such service for any period of time not less than three consecutive months; and
  - d) the *dwelling unit* not receiving the service is unoccupied for the entire duration of the cessation of service; and
  - e) the *owner* has either arranged for the Building Inspector to verify that the *dwelling unit* is empty and has paid the charge for this service in accordance with the general “Inspection Fees” under Bylaw 2420, 1982, Fee Schedule "A", or the *owner* will obtain a water disconnect permit from the *City*, in which case charges will resume when water service is reconnected; and
  - f) the *owner* enters into an agreement with the Finance Department regarding the discontinuation of collection service to the *dwelling unit* and his responsibility to notify the *City* if the *dwelling unit* is to be occupied at any time, in the future.

and in such event the charge or rate shall be abated or reduced pro rata as the case may be.

69. Should the *City* become aware that the *dwelling unit* has been occupied without notification, or that the private collection service has been terminated without reinstating *City* collection services, the *City* shall back charge the owner to the date of discontinuation of the collection service fee and charge the ten (10%) percent late payment penalty.

## **PART 12 – PAYMENT OF ACCOUNTS**

### **70. Payment Of Accounts**

- (a) **Residential Accounts** under Section 66 and in accordance with Schedule “E” shall be paid on an annual basis. Instalment payments can be made for any amount at any time. Interest shall be paid on these payments at the discretion of the Financial Administrator.
- (b) **Commercial Accounts** under Section 66 and in accordance with Schedule “E” shall be rendered monthly or quarterly and shall be due and payable at the



designated *City* Collection Office on or before the last working day of the month or quarter. Quarter means any three-month period ending on the last day of March, June, September, or December.

- (c) **Landfill Site Disposal Charges** will be rendered monthly for those *persons* with an established credit account and shall be due and payable on or before the last working day of the month. Where a *person* liable to a disposal fee under Section 66 and in accordance with Schedule “E” does not have an established credit account, the fee payment must be made in cash to the *Landfill Site* staff prior to leaving the *Landfill Site*.

71. Failure to receive mail will not be recognized as valid excuse for failure to pay rates when due.

### **Early Payment Reward**

72. Accounts paid in full by the due date showing on their Billing statement may be entitled to a 10% reduction. Any payments received after the date due are not eligible for the discount.

### **Outstanding Fees and Charges Added to Taxes**

73. Pursuant to the provisions of *Community Charter*, SBC 2003, Chapter 26 as amended, the fees and charges payable by the *owner* of any *premises* subject to the conditions and terms of this Bylaw, if remaining unpaid after the thirty-first day of December in any year, shall be deemed to be taxes in arrears in respect to that *premises* and such sums shall be recovered with interest, in the same manner as ordinary municipal taxes upon *premises* in accordance with the applicable provisions of the *Community Charter*.

## **PART 10 - CUSTOMER SERVICE**

74. The *Manager of Operations* will seek to ensure customer service and satisfaction in the provision of *solid waste* collection and disposal services to the local consumer. It will be his right and obligation to take such action as is deemed equitable and necessary in terms of service delivery, customer charges, and the long-term interest of the utility. Consumer relations, including advertising and marketing may also be done at the discretion of the *Manager of Operations*.

## **PART 13 – OFFENCES AND PENALTIES**

### **Violation and Penalty**

75. Every *person* who violates any of the provisions of this Bylaw, or who causes, suffers, or permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who fails to comply with any order, direction or notice given under this Bylaw, is guilty of committing an offence against this Bylaw and is liable on summary conviction to a fine not exceeding Twenty Five Thousand Dollars (\$25,000.00) or to imprisonment for not more than six (6) months, or to both, and the cost of prosecution.
76. Where an offence under this Bylaw is of a continuing nature, each day that the offence continues or is permitted to exist shall constitute a separate offence.
77. The *City* reserves the right to suspend collection services, or to charge a fee of \$30.00 per incident, to the *owner* of *premises* when:
- (a) approved containers are not used,
  - (b) solid waste containers are overfilled and the lid is not secured.
78. When a violation of Section 77 results in *solid waste* spills or is spread by animals, birds or wind onto *City* property, *solid waste* collectors will clean up *solid waste* and the *owner* will be invoiced for the cost of such clean up, with a minimum charge of \$110.00.

### **Right of Entry**

79. For the purpose of collection, removal and disposal of *solid wastes*, and other noxious, offensive, unwholesome and discarded substance or matter, and ascertaining whether the provisions of this Bylaw are observed, authorized *solid waste* collectors, Bylaw Officers, and other officials employed by the *City* shall have the right to enter upon any *premises* in the *City* during reasonable daylight hours on any day of the week.

### **Other Remedies**

80. Nothing in this section affects any other right or remedy of the *City* in respect of any violation of any provision of this Bylaw.

## **PART 14 - SEVERABILITY**

### **Severability**

81. If any section, subsection, clause, subclause, phrase or any other part, of this Bylaw is for any reason held to be invalid, void or ineffective by the decision of any court of competent jurisdiction, the part in question is to be severed from the rest of this Bylaw and that does not affect the validity of the remainder of this Bylaw, which is to be interpreted and applied as if this Bylaw had been enacted without the severed part.

## **PART 15 – ADOPTION AND REPEAL**

### **Adoption**

This Bylaw shall come into full force and effect upon its final passage and adoption.

### **Repeal**

82. “Solid Waste Bylaw No. 3140, 2002” and its amendments are hereby repealed.

READ THE FIRST, SECOND AND THIRD TIME THE 27<sup>TH</sup> DAY OF NOVEMBER. 2006.

THIRD READING RESCINDED ON THE 11<sup>th</sup> DAY OF DECEMBER 2006.

AMENDED AND READ A THIRD TIME ON THE 11<sup>th</sup> DAY OF DECEMBER 2006.

ADOPTED THE 13<sup>TH</sup> DAY OF DECEMBER 2006.

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MAYOR

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CORPORATE ADMINISTRATOR

**SCHEDULE “A” to**

**Solid Waste Bylaw No. 3223, 2006**

**UNACCEPTABLE WASTES FOR CITY COLLECTION SERVICE**

The following waste materials will not be collected by City collection forces and shall not be placed by any person in any container or other location for collection by the City:

1. any prohibited wastes described in Schedule “B”.
2. any controlled wastes described in Schedule “C”.
3. trade waste to be collected from residential premises.
4. industrial wastes.
5. dead animals.
6. oversized items of any kind.
7. demolition or construction waste.
8. wood or wood waste.
9. garden waste, grass and leaves.
10. trees.
11. hedge clippings.
12. rocks.
13. discarded furniture.
14. metal scraps.
15. Any other waste material determined by the Manager of Operations to be unacceptable.
16. cardboard

**SCHEDULE “B” to**

**Solid Waste Bylaw No. 3223, 2006**

**PROHIBITED WASTES**

The following wastes are prohibited from disposal at the Landfill Site:

1. hazardous (including pathogenic and radioactive) wastes.
2. “Special Wastes” or “Hazardous Wastes” as defined by the Waste Management Act.
3. non-sterilized biomedical waste.
4. explosive substances.
5. chemicals or other materials which may create hazardous working conditions.
6. inflammable materials.
7. ashes or other materials hot enough to start combustion.
8. waste oil, petroleum by-products, used oil filters or equipment lubricant filters.
9. contaminated water waste.
10. all forms of excrement excluding minor amounts of domestic pet waste.
11. tanks, barrels, drums, pails, and other large liquid containers that are not empty, unless authorized by the Manager of Operations.
12. creosote painted/pressure treated material.
13. contaminated soils unacceptable to the Manager of Operations.
14. tires.
15. commercial loads of dry cell batteries.
16. corrugated cardboard from commercial sources.
17. white goods.
18. any other material deemed by the Manager of Operations or the Medical Health Officer as hazardous, unacceptable, or unsuitable for disposal at the Landfill Site.
19. some prohibited materials may be accepted in small quantities for recycling.
20. Wire rope.

**SCHEDULE “C” to**

**Solid Waste Bylaw No. 3223, 2006**

**CONTROLLED WASTES**

The following waste materials may be accepted at the Landfill Site, but because of their inherent nature or quantity may be subject to special handling and disposal techniques to avoid creating health hazards, nuisances, or environmental pollution:

1. asbestos.
2. liquid wastes and sludges including sewage.
3. dead animals and animal parts (including bones, feathers, skin, hair, nails and teeth).
4. contaminated soils acceptable to the Manager of Operations.
5. non-contaminated water waste acceptable to the Manager of Operations.
6. soot.
7. mobile homes.
8. automobile bodies, automobile parts, or boat hulls.
9. tanks, barrels, drums, pails and other large liquid containers, that are empty.
10. gypsum.
11. lumber, timber, logs, etc., longer than 3.6 metres (12 ft).
12. cruise Ship International Garbage (low and high risk)
13. grain.
14. sandblast sand.
15. non-processed Fish Waste (salmon, crab, sea urchins, etc.)

**SCHEDULE "D" to**

**Solid Waste Bylaw No. 3223, 2006**

**WASTES ACCEPTED AT THE RECYCLABLE SITE**

The following *waste* materials only are accepted for disposal at *Recyclable Site*:

1. muskeg, berm material, and overburden, (including grass and branches).
2. cement products (including protruding rebar).
3. metal products (no allowable contamination).
4. approved *sorted building debris* such as clean wood, but excluding drywall or gypsum.
5. clean wood (pallet boards, etc.). No treated wood products.
6. steel frames from mobile homes.
7. tin, steel and aluminum.

The foregoing accepted materials exclude any leachable material or any loose material that can be wind swept.

SCHEDULE "E" to

**Solid Waste** Bylaw No. 3223, 2006

**FEES AND CHARGES**

**CITY COLLECTION FEES**

**Residential Collection Service**

Defined as each separate residential dwelling unit

**Effective  
January 1<sup>st</sup>  
2007**

Per dwelling unit charge per month  
for 2 bags of Garbage per week.

**\$23.00**

Charge listed above includes disposal fees.

**Commercial Collection Service**

Defined as any trade premises using City collection services, including  
institutional premises.

**Effective  
January 1<sup>st</sup>  
2007**

Minimum charge per month for 3  
cans Picked up Twice per week

**\$35.66**

For each additional can per collection  
(above 3 cans)

**\$4.50**

**\*\*\* Commercial Corrugated Cardboard is no longer accepted \*\*\***

Charge listed above includes disposal fees.

**USE OF THE DISPOSAL SITE**

The fee for disposing of waste at the Disposal Site as measured by weight on the  
scale provided at the Landfill Site is:



| <b><u>General Waste</u></b>   | <b>Effective<br/>April 1<sup>st</sup> 2007</b>       |
|---|--|
| General Disposal Fee (per tonne – Cash Rate)  | <b>\$88.00</b>                                       |
| Invoiced Tipping Fee  | <b>\$97.80</b>                                       |
| <br>  |  |
| <b><u>Controlled Wastes</u></b><br>(INVOICED RATES)                                   | <b>Effective<br/>January 1<sup>st</sup><br/>2007</b> |
| Non-processed fish waste (salmon, crab, sea urchins, etc. – per tonne),               | <b>\$323.45</b>                                      |
| Asbestos (per tonne)  | <b>\$224.50</b>                                      |
| Sandblast Sand – contaminated (per tonne)   | <b>\$224.50</b>                                      |
| Cruise Ship International Garbage that must be buried – (per tonne)                   | <b>\$227.90</b>                                      |
| Cruise Ship International Garbage that <b>does not need</b> to be buried– (per tonne) | <b>\$97.80</b>                                       |
| Soot (per tonne)  | <b>\$122.30</b>                                      |
| Non-Contaminated Water Waste acceptable to the Manager of Operations. (per tonne)     | <b>\$122.30</b>                                      |
| Acceptable Contaminated Soil – for Active Face (per load)                             | <b>\$12.25</b>                                       |
| Acceptable Contaminated Soil for Remediation Site (per tonne)                         | <b>\$12.25</b>                                       |
| Liquid wastes and sludges including sewage (per tonne)                                | <b>\$5.60</b>  |

\*\* Note: Any Controlled Wastes without a specified disposal charge above shall be charged the general disposal rate for the particular site (Disposal Site of Recyclable Site (that it is directed to be disposed at by the Landfill Site Staff.

**USE OF THE RECYCLABLE SITE**

The fee for disposing of waste at the Recyclable Site as measured by weight on the scale provided at the Landfill Site is:

|  | <b>Effective<br/>January 1<sup>st</sup><br/>2007</b> |
|--|--|
| First 100 kilograms – Cash payment           | <b>\$2.00</b>  |
|  | <b>Price per Tonne</b>                               |
|  | <b>Effective<br/>January 1<sup>st</sup><br/>2007</b> |
| General Disposal Fee                         | <b>\$5.60</b>  |
| Muskeg/Berm Material/Overburden Disposal     | <b>\$5.60</b>  |
| Cement Products (including protruding rebar) | <b>\$5.60</b>  |
| Metal Products (no contamination allowed)    | <b>\$5.60</b>  |
| Clean Wood (pallet boards, etc.)             | <b>\$5.60</b>  |
| Building Debris                              | <b>\$5.60</b>  |
| Tin, Steel, Aluminum                         | <b>\$5.60</b>  |

**FEES FOR THE FIRST 100 KILOGRAMS OF WEIGHT AND ESTIMATED WEIGHTS WHEN SCALE NOT OPERATIONAL**

In the event that the Landfill Site scales provided are not operational, all solid waste delivered to the Landfill Site shall be subject to the following charges, according to the type of vehicle delivering the waste and without taking into consideration the volume or weight of the waste contained in the vehicle.

| <u><b>Vehicle Type</b></u>   | <b>Effective<br/>January 1<sup>st</sup> 2007</b> |
|--|--|
| <u><b>CASH RATES</b></u>   |  |
| Standard size bag up to 6 bags                                       | <b>\$2.00</b>                                    |
| Automobiles including Cars, Vans, Station Wagons, SUV's              | <b>\$5.00</b>                                    |
| Small Pickup   | <b>\$6.00</b>                                    |
| Small Pickup Overloaded  | <b>\$8.00</b>                                    |
| Regular ½ ton or ¾ ton pickup  | <b>\$8.00</b>                                    |
| Regular ½ ton or ¾ ton pickup Overloaded                             | <b>\$12.00</b>                                   |
| Single axle trailer with tire inner Diameter of less than 25cm (10") | <b>\$6.00</b>                                    |
| Single axle trailer with tire inner Diameter of more than 25cm (10") | <b>\$8.00</b>                                    |
| Tandem trailer with sides less than 1 metre (3 feet)                 | <b>\$12.00</b>                                   |
| Tandem trailer with sides more than 1 metre (3 feet)                 | <b>\$18.00</b>                                   |
| <u><b>INVOICED RATES</b></u>   |  |
| One tonne units  | <b>\$22.50</b>                                   |
| Single axle dump truck   | <b>\$250.00</b>                                  |
| Tandem dump truck  | <b>\$411.00</b>                                  |
| Single axle side load 20yd refuse truck (low compaction)             | <b>\$441.00</b>                                  |
| Single axle side load 20 yd. Refuse truck (mid-high compaction)      | <b>\$710.00</b>                                  |
| Tandem side load 30 yd. Refuse tuck (mid-high compaction)            | <b>\$885.00</b>                                  |
| Front load refuse truck  | <b>\$811.00</b>                                  |
| Roll on/off tandem with open container                               | <b>\$516.00</b>                                  |
| Roll on/off tandem with compactor style container                    | <b>\$811.00</b>                                  |

**MISCELLANEOUS LANDFILL SITE SERVICES AND FEES**

|   |  |
|---|--|
| <b>Use of Scale</b> (per occurrence)  | <b>\$12.25</b>   |
| <b>Grain</b> – clean, used for cover (per occurrence)   | <b>\$12.25</b>   |
| <b>Sandblast Sand</b> – clean, used for cover (per occurrence)  | <b>\$12.25</b>   |
| <b>Disposal</b> of any Controlled Wastes or Prohibited Wastes without previously informing the Landfill Site staff and obtaining their authorization (per item) | <b>\$111.15</b><br>in addition to<br>any General<br>Disposal Fee<br>levied |
| Fee for commercial vehicles with an <b>uncovered load</b> or an <b>insecure load</b>  | <b>General<br/>Disposal Fee<br/>shall be<br/>doubled</b>                   |

**MISCELLANEOUS FEES AND CHARGES**

|   |               |
|---|---------------|
| <b><u>Tags</u></b>                      |               |
| Tags for additional garbage bags (each) | <b>\$2.00</b> |

**FEES TO NON-PROFIT ORGANIZATIONS**

Upon written approval from the Manager of Operations – the total disposal fee expenses of a non-profit organization may be shared with the City on a 50/50 basis, to a maximum of \$3,000, with any requests for further financial assistance requiring City Council approval.