

THE CORPORATION OF THE DISTRICT OF PEACHLAND

BYLAW NO. 1899

A Bylaw to provide for the regulation of solid waste

WHEREAS The Corporation of the District of Peachland has established a service to provide for the management of solid waste;

AND WHEREAS The Corporation of the District of Peachland considers that it is necessary to provide regulations for the management of solid waste;

NOW THEREFORE THE CORPORATION OF THE DISTRICT OF PEACHLAND IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. INTRODUCTION

1.1 TITLE

This bylaw may be cited for all purposes as "The Corporation of the District of Peachland Solid Waste Management Regulation Bylaw No.1899, 2009".

1.2 INTERPRETATION

In this bylaw, unless the context otherwise requires:

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

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

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

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

"Collection Fee" means the fee for the curb side collection of *Yard Waste, Garbage* and *Mandatory Recyclable Material* from each *Residential Dwelling Premise*.

"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 District of Peachland.

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

"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 *District of Peachland*.

“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 *District of Peachland* and used for the collection of *Garbage* from *Residential Dwelling Premises*.

“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*.

“Manager of Development and Environmental Services” means the person appointed as such by the *District of Peachland* and includes his or her lawful delegate.

“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 *District of Peachland* recyclables collection system

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

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

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

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

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

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

“Recyclable Materials” means all *Mandatory Recyclable Materials*.

“The District” means The Corporation of the District of Peachland.

“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.

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

“Solid Waste Reduction Services Fee” means the fee for *Solid Waste Reduction Services*.

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

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

“Director Of Finance” means the person appointed as such by the *District of Peachland* and includes his or her lawful delegate.

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

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

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

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

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

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

2. COLLECTION SYSTEMS

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

2.1.1 Every *Owner* of a *Residential Dwelling Premise* within the *Collection Area* shall use the *Garbage, Yard Waste and Mandatory Residential Recyclable Material* collection systems established by the *District of Peachland* pursuant to this bylaw

and shall pay the rates and fees set out in Schedule "B" to this bylaw, except those who have been granted a waiver of service by the Director of Operations.

- 2.1.2 The *District*, or a contractor acting on behalf of the *District*, 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 Materials Cart* size limits and rates outlined in Schedule "B".
- 2.1.3 Notwithstanding Sections 2.1.1 and 2.1.2 of this bylaw, the *Director of Operations* 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 *District of Peachland* 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 *District of Peachland* pursuant to this bylaw, upon application to and approval by the *Director of 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 *District of Peachland* 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 Operations* 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 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 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 *District of Peachland* to collect using normal collection efforts and procedures.
- 2.2.8** All *Garbage, Yard Waste* and *Recyclables Carts'* lids shall be kept closed.
- 2.2.9** All *Garbage, Yard Waste* and *Recyclables Carts* and any structure used as a cover for such containers shall, at all times, be kept in good repair, clean and accessible for inspection at all reasonable hours.
- 2.2.10** All *Mandatory Residential Recyclable Material* are to be placed loosely in the *Recyclables Cart*, and bagging or bundling of *Mandatory Residential Recyclable Material* with string, ties or tape is not permitted.
- 2.2.11** All *Co-mingled Containers* must be washed out prior to placement in *Recyclables Cart* for collection, or deposit at a *Recycling Depot*.
- 2.2.12** All *Yard Waste* is to be placed loosely in the *Yard Waste Cart*, and bagging or bundling of *Yard Waste* with string, ties or tape is not permitted.
- 2.2.13** From the beginning of March to the end of November on designated collection days each *Residential Dwelling Premise* shall be permitted to place a *Yard Waste Cart* at the curb for collection.
- 2.2.14** The *District of Peachland* 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 *District of Peachland* 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 *District of Peachland* 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 Operations*, the rates for such services (*Large Cart Fee*) will be entered by the *Director of Finance* on the 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 *District of Peachland* may approve the request if the *Director of 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 and hazardous materials shall be disposed of in accordance with the landfill regulations.

3. PROHIBITIONS, OFFENCES AND PENALTIES

3.1 PROHIBITIONS

3.1.1 No person shall litter or dispose of *Garbage, Yard Waste* or *Recyclable Material* contrary to the provisions of this bylaw.

3.1.2 No person shall dispose of *Garbage* any place other than a *Garbage Cart* for collection as part of the *District of Peachland* collection system provided for pursuant to this bylaw, another container scheduled for collection and delivery to the Landfill or at the Landfill.

- 3.1.3** No person shall dispose of *Mandatory Recyclable Material* any place other than:
- a) a *Recyclables Cart*, for collection as part of the *District of Peachland* collection system provided for pursuant to this bylaw;
 - b) another container scheduled for collection and delivery to a *Recycling Depot, Transfer Station* or a place designated for the deposit of such at the Landfill; or
 - c) directly at a *Recycling Depot* or *Transfer Station*, or at a place designated for the deposit of such at the Landfill.
- 3.1.4** No person shall deposit *Garbage* or *Yard Waste* to a *Recycling Depot*.
- 3.1.5** 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.
- 3.1.6** No person shall deposit *Garbage* or *Recyclable Materials* that do not originate from within the *District of Peachland* at the Landfill, *Transfer Station* or a *Recycling Depot* unless permitted to do so by the *Director of Operations*.
- 3.1.7** No person, other than an authorized *District of Peachland* employee, contractor, or designate shall enter or deposit *Garbage* or *Recyclable Material* at, a Landfill, *Transfer Station* or *Recycling Depot* other than during operating hours.
- 3.1.8** 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 *District of Peachland* collection systems.
- 3.1.9** No person shall scavenge *Garbage* or *Recyclable Materials*, whether placed out for collection at *Residential Dwelling Premises* or deposited at a *Recycling Depot, Transfer Station* or the Landfill.
- 3.1.10** No person shall place *Mandatory Recyclable Material* in *Garbage* or *Yard Waste Cart* or a container for *Garbage* provided by the *Owner* of the premises.
- 3.1.11** 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.
- 3.1.12** No person shall place *Yard Waste* in a *Garbage* or *Recyclables Cart* or a container for *Garbage* or *Mandatory Recyclables Material* provided by the *Owner* of the premises.
- 3.1.13** No person shall intentionally contaminate *Recyclable Materials* so as to make them non-recyclable.

3.2 OFFENCES AND PENALTIES

- 3.2.1** No person shall do any act or suffer or permit any act or thing to be done in contravention of this bylaw.
- 3.2.2** 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:

- 3.2.2.1 Shall be liable to a fine as set out in The Corporation of the District of Peachland Ticket Information Utilization Bylaw No. 1366, 1997 as amended; or
- 3.2.2.2 Shall be liable, upon summary conviction, to the penalties provided under the Offence Act; or
- 3.2.2.3 May be prohibited from entering and depositing *Garbage* or *Recyclable Material* at the *District of Peachland Approved Waste Management Facility*; or

any combination of these.

- 3.2.3 Each day that an offence against this bylaw continues shall be deemed a separate and distinct offence.
- 3.2.4 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.

4. GENERAL

4.1 SEVERANCE

- 4.1.1 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.

4.2 SCHEDULES

- 4.2.1 Schedules "A" and "B" of this bylaw form part of, and are enforceable in the same manner as, this bylaw.

4.3 EFFECTIVE DATE

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


4.4 REPEAL

- 4.4.1 This bylaw repeals The Corporation of the District of Peachland Solid Waste Management Regulation Bylaw No. 1463, and all amendments thereto.

Read a First, Second and Third time on this 10th day of February, 2009.

Deposit with the Minister of Health on this 16th day of January, 2009.

Reconsidered and Adopted on this 24th day of February, 2009.



Mayor



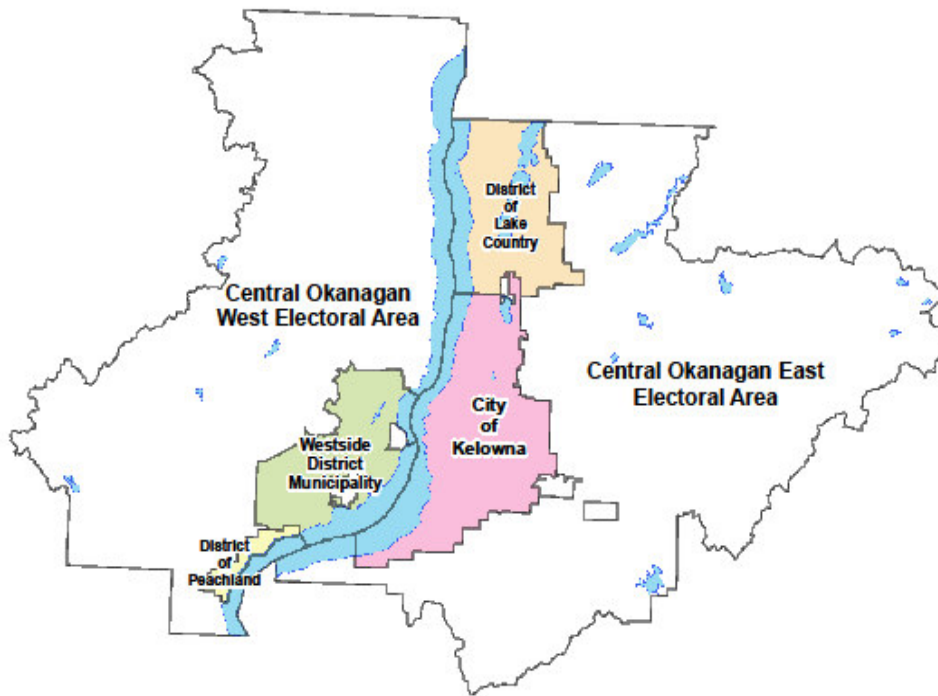
Corporate Officer

Dated at Peachland, B.C. this 24th day of February, 2009

SCHEDULE "A"

COLLECTION AREA

**Central Okanagan West Electoral Area
Central Okanagan East Electoral Area**



SCHEDULE "B"

CURBSIDE PICK UP LIMITS AND COLLECTION LIMITS

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 Tag* 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 is tagged with *Tag-a-Bag Tags*.

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

1.4.1 a gross weight that exceeds:

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

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

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

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

2.1 The remainder of 2009 billings will be calculated on an annual bases;

2.2 Effective January 1, 2010 billings will be calculated on quarterly bases.

3.0

A utility fee of \$196.45 for the current year will be charged for each individual *Residential Dwelling Premise* for solid waste collection, tipping fees, District of Peachland solid waste management and recycling programs, and dept servicing of borrowings for cart purchases. An additional \$72.00 per year *Large Cart Fee* will be charged for each individual *Residential Dwelling Premise* using the 240 litre Cart collection service for *Garbage* as per Section 2.2.15. Notwithstanding this provision, where a waiver of

service has been approved pursuant to Section 2.1 of this bylaw, a *Collection Fee* shall not be levied. New accounts will be billed from the date of request for occupancy on a pro-rated basis.

Residential Dwelling Premises shall be invoiced with a utility bill sent quarterly by the *District of Peachland* to cover the costs of the *Garbage, Yard Waste and Mandatory Recyclable Material Collection Fee*. The *Solid Waste Reduction Services Fee* shall be levied on the annual Property Tax bill. 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.

- 3.1 \$2.50 per tag, for a *Tag-a-Bag Tag*.
- 3.2 Each individual *Residential Dwelling Premise* will receive one free *Garbage, Yard Waste and Recyclables Cart Change Out* for different cart sizes as per Sections 2.2.15 and 2.2.16. Additional cart size *Change Outs* will be assessed a *Change Out Fee* of \$25.00 per *Change Out* exchange and will be invoiced to the *Owner* of the *Residential Dwelling Premise*.
- 3.3 If *Garbage, Yard Waste and Recyclables Carts* become damaged, upon approval by the *Director of Operations*, costs of the repairs may be charged to the *Owner* of the *Residential Dwelling Premise*.