

**THE CORPORATION OF THE DISTRICT OF SUMMERLAND
BYLAW NUMBER 2018-018**

A bylaw to regulate the Management of Solid Waste

**CONSOLIDATED FOR CONVENIENCE TO INCLUDE
BYLAWS: 2024-002**

WHEREAS under the *Local Government Act*, the Council of the District of Summerland may, by bylaw, require persons to use a waste disposal or recycling service and require owners or occupiers of real property to remove trade waste, refuse, garbage, rubbish and other matter from their property and take it to a specified place; may operate any service that the Council considers necessary or desirable for all or part of the District of Summerland; may, by bylaw, regulate and prohibit the use of District of Summerland works and facilities; may, by bylaw, impose a fee or charge payable in respect of a service of the District of Summerland; and may base the fee or charge on any factor specified in the bylaw;

AND WHEREAS the District of Summerland considers that it is necessary to provide regulations for the management of solid waste and these collection programs;

NOW THEREFORE the Council of the District of Summerland in open meeting assembled enacts as follows:

1 INTRODUCTION

1.1 TITLE

This bylaw may be cited as “Solid Waste Management Regulation Bylaw Number 2018-018”.

1.2 INTERPRETATION

In this bylaw, unless the context otherwise requires:

“**Active Face**” means the area of the *Site* where the placing, spreading, compacting and covering of *Refuse* is actively taking place.

“**Agricultural Organic Material**” means suitably prepared and separated plant derived organic materials from agricultural operations including but not limited to orchards, nurseries, vineyards and silviculture operations.

“Agricultural Plastic” means suitably prepared and separated waste plastic used in agricultural applications, including but not limited to, ground crop plastic, silage bags, fertilizer bags, baler twine, and greenhouse plastic including containers and structural film.

“Agricultural Tree Stumps/Organic Material” means suitably prepared and separated plant derived organic material that originates from agricultural operations including but limited to orchards, nurseries, vineyards and silviculture operations but does not include organics that do not originate from the agricultural operation.

“Ash” means powdery, whitish grey residue of a substance that has been burned and has been allowed to entirely cool for no less than a two-week period. If they are hot or smouldering or not entirely cooled for more than a two-week period, they are a *Prohibited Waste*.

“Base Cart Program” means the *District*-supplied and owned *Carts*, loaned to each *Participant* within the *Curbside Collection Program Service Area*, for the collection of *Curbside Residential Waste*, *Curbside Recyclable Material*, and *Curbside Yard and Garden Waste* and will be comprised of the following:

- One (1) - 120 Litre *Cart* for *Curbside Residential Waste*; and
- One (1) - 240 Litre *Cart* for *Curbside Recyclable Material*; and
- One (1) - 240 Litre *Cart* for *Curbside Yard and Garden Waste*; or
- as otherwise determined by the *Director*.

“Bin” means specially-designed containers approved by the *Director* between 1.5 cubic metres and 4.5 cubic metres (2 to 6 cubic yards) capacity, fitted with equipment that will allow the container to be dumped mechanically.

“Biomedical Waste” has the meaning prescribed in the *Hazardous Waste Regulation*.

Bylaw No. 2024-002 deleted the definition of ‘blue bag’ in its entirety.

“Bulky Waste” means waste articles that are too large by reason of their bulk or shape to manage using regular handling and *Disposal* methods as determined by the *Director*, including but not limited to those items greater than one and one half (1.5) cubic metres in volume or 2.4 metres (8 feet) in length (see *Controlled Waste*).

“Bundle” means *Curbside Yard and Garden Waste* tree trimmings or *Prunings* securely tied neatly together in twine or string with a maximum weight of 25 kg (55 lb) and cut to a maximum of 1 metre (3 feet) in length.

Bylaw No. 2024-002 deleted the definition of ‘burned material’ in its entirety and replaced with the following definition of ‘burned material’:

“Burned Material” means any material that has smouldered or been on fire and allowed to cool a minimum of two (2) weeks.

Bylaw No. 2024-002 deleted the definition of ‘carcass’ in its entirety and replaced with the following definition of ‘carcass’:

“Carcass” means dead animals, or portions thereof, that are not identified as *Prohibited Waste*.

“Cart” means a wheeled *Container* suitable for automated collection of *Curbside Residential Waste, Curbside Recyclable Material, or Curbside Yard and Garden Waste* as part of the *Curbside Collection Program*.

“Ceramic Fixture” means toilets, sinks, bathtubs, other fixtures or other products made of non-metallic solid material comprising an inorganic compound of metal, non-metal or metalloid atoms primarily held in ionic and covalent bonds material, and can also include ceramic tiles, where non-ceramic materials, such as metal and plastic are removed.

Bylaw No. 2024-002 added the definition of ‘clean soil’:

“Clean Soil” means soil not determined to be *Contaminated Soil* and must be dry and free of organics (brush, roots, logs and branches) and debris such as garbage, concrete, asphalt, and rocks larger than 40 centimetres (16 inches) in any direction.

“Clinical/Laboratory Waste” means non-anatomical waste, including *Sharps*, that is generated by institutions including but not limited to, hospitals, laboratories, doctors’ offices, medical clinics, and veterinary clinics, and has been sterilized such that all micro-organisms including bacteria, viruses, spores, and fungi are killed.

“Commercial Waste” means *Solid Waste* resulting from the operation and maintenance of a business.

“Commercial Solid Waste” means *Refuse* resulting from the operation and maintenance of a business, and materials discarded from commercial enterprises.

“Compost” means the finished product which is derived from organic matter and is used as a soil amendment that meets the British Columbia Organic Matter Recycling Regulation, Section 12(1) Class “A” Compost.

“Compostable Waste” means marketable organic waste including but not limited to:

- (a) *Prunings*;
- (b) *Wood Waste*;

- (c) *Processed Organics*;
- (d) *Yard and Garden Waste*; and
- (e) *Agricultural Organic Material*.

“Concrete” means a construction material that consists of cement, commonly cement, aggregate (generally gravel and sand) and water. It is used to make pavements, architectural structures, foundations, motorways/roads, overpasses, parking structures, brick/block walls and footings. Recyclable concrete must not contain asbestos, large amounts of metal protruding or be a *Bulky Waste*.

“Construction Waste” means *Solid Waste*, largely inert, resulting from the construction, remodelling, and repair of structures and infrastructure, and may include, but is not limited to:

- Asphalt;
- Bricks;
- Concrete and other masonry materials;
- Roofing materials;
- Wood and wood products;
- Covering for interior and exterior walls, floors, and ceilings;
- Plaster;
- Gypsum board or wallboard;
- Plumbing fixtures;
- Electrical wiring;
- Electrical components containing no *Hazardous Waste*; and
- Insulation that does not contain asbestos.

“Container” means a receptacle, approved by the *Director*, used for temporary storage of *Curbside Residential Waste*, *Curbside Recyclable Material*, and *Curbside Yard and Garden Waste*, including *Carts* and *Bins* supplied by the *District* or *Contractor*, and *Participant* (customer) supplied *Curbside Yard and Garden Waste Containers* or *Curbside Residential Waste Bags*.

“Contaminated” means the presence in a material of an unwanted constituent which renders the material impure or inferior as defined by the *Director*.

“Contaminated Sites Regulation” means the Contaminated Sites Regulation, British Columbia Reg. 375/96 under the *Environmental Management Act*.

Bylaw No. 2024-002 deleted the definition of ‘contaminated soil’ in its entirety and replaced with the following definition of ‘contaminated soil’:

“Contaminated Soil” means soil in which the concentration of a substance is greater than or equal to the lowest applicable industrial land use standard under the Contaminated Sites Regulation, and below any applicable standards that classify the soil as *Hazardous Waste* under the *Hazardous Waste Regulation*.

Bylaw No. 2024-002 added item (dd) 'fruit waste, byproducts fruit gain' to the definition of 'controlled waste':

“Controlled Waste” means waste that is approved by the *Director* for *Disposal* at the *Site* but which, because of its inherent nature and quantity, may require special handling and *Disposal* techniques to avoid creating health hazards, nuisances, or environmental pollution, including, but not limited to:

- (a) *Ash*;
- (b) *Agricultural Plastic (Source-Separated)*;
- (c) *Agricultural Tree Stumps/Organic Material*;
- (d) *Bulky Waste*;
- (e) *Burned Material* that has been allowed to cool for no less than a two-week period;
- (f) *Burned Material with Waste Asbestos* that has been allowed to cool for no less than a two-week period;
- (g) *Carcasses*;
- (h) *Clean Soil*;
- (i) *Concrete - Bulky*;
- (j) *Condemned foods*;
- (k) *Demolition, Renovation and Construction Waste*;
- (l) *Foundry Waste/Dust*;
- (m) *Hazardous Waste*, only those specifically approved for *Disposal* at the *Site*;
- (n) *Household Hazardous Waste*;
- (o) *Illegally Dumped Waste*;
- (p) *Infested Vegetation*;
- (q) *Invasive Plants*;
- (r) *Lead-Based Paint coated materials*;
- (s) *Metal Drums and Tanks*;
- (t) *Non-Assessed Demolition, Renovation and Construction Waste*;
- (u) *Non-Recyclable Gypsum Board and Wallboard*;
- (v) *Noxious Weeds*;
- (w) *Preserved Wood*;
- (x) *Refrigeration Unit* containing *ODS*;
- (y) *Septage*;
- (z) *Sludge and screenings from the District of Summerland Wastewater Treatment Plant*;
- (aa) *Timber Waste*;
- (bb) *Tree Stump* over 0.60 m in diameter.
- (cc) *Waste Asbestos*;
- (dd) *Fruit Waste, Byproducts Fruit Grain*

“Corrugated Cardboard” means containers or materials used in containers consisting of three or more layers of kraft paper materials and having smooth exterior liners and a corrugated or rippled core, but excluding containers that are impregnated with blood, grease, oil, chemicals, food residue, wax, or have polyethylene, polystyrene, foil or other non-paper liners, or are otherwise

contaminated with a material that will render the material not marketable.

“Council” means the Mayor and Council of the Corporation of the District of Summerland.

“Curbside Collection Program” means the collection of *Curbside Collection Program Material* contained in *District-supplied Containers* and *Participant (customer) supplied Containers*.

“Curbside Collection Program Service Area” means the area within the boundaries of the District of Summerland.

“Curbside Collection Program Material” means *Curbside Residential Waste, Curbside Recyclable Material, and Curbside Yard and Garden Waste*, and other materials as designated by the *Director* to be collected via the *Curbside Collection Program* from *Residential Dwelling Premises* for *Disposal, Recycling or Composting*; or *Curbside Recyclable Material* and other materials as designated by the *Director* to be collected from *Multi-Family Dwellings* for *Disposal or Recycling*.

“Curbside Residential Waste Bag” is one (1) plastic bag with the volume capacity of 95 L (25 USgal) or less and a maximum filled weight of 25 kg (55 lb).

“Curbside Recyclable Material” means recyclable materials accepted in the *Curbside Collection Program*, as defined by the *Extended Producer Responsibility Program(s)* designated to the collection of residential paper and packaging, and any other residential materials designated for curbside collection by an *Extended Producer Responsibility Program*.

“Curbside Residential Waste” means *Refuse* that is collectable within the local *Curbside Collection Program*.

“Curbside Yard and Garden Waste” means *Yard and Garden Waste* material with a maximum diameter of 5 cm (2 inches) and 1 metre (3 feet) in length, free of *Contaminants*.

Bylaw No. 2024-002 deleted the definition of ‘curbside yard and garden waste container’ in its entirety and replaced with the following definition of ‘curbside yard and garden waste container’:

“Curbside Yard and Garden Waste Container” means one (1) rigid plastic or galvanized metal can with the volume capacity of 121 litres (32 USgal) or less and containing a maximum weight of 25 kg (55lb); or a Cart-type unit of a maximum volume of 360 litres (95 USgal), with wheels, capable of being lifted by the Contractor’s collection vehicle for manual or semi-automated collection; or a Kraft Bag; or a Bundle.

“Deconstruction” means the dismantling of a human-made structure in a manner that enables maximum salvage of reusable building components and recycling of the remaining building components.

“Demolition, Renovation and, Construction (DRC) Waste” means co-mingled *Solid Waste*, resulting from the construction, remodelling, repair and Demolition of structures, roads, sidewalks and utilities, utility maintenance, and seasonal or storm-related cleanup. DRC waste may include, but is not limited to, asphalt, bricks, concrete and other masonry materials, roofing materials, wood, wood products, wall covering, plaster, gypsum board or wallboard, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials and insulation or any material that does not contain asbestos.

“Demolition Waste” means *Construction Waste* resulting from the demolition or deconstruction of structures and infrastructure and means the ‘mixed load solid waste’ materials produced through machine reduction of a human-made structure.

“Designated Location” means an area dedicated to the collection of *Source Separated Solid Waste*.

“Dispose; Disposal; Disposed; Disposing” means either:

- (a) the transfer of *Solid Waste* to a *Designated Location* at the *Site*; or
- (b) the placement of *Curbside Collection Program Material* in a *Container* for collection as part of the *Curbside Collection Program*.

“DLC” means *Demolition, Land Clearing and Construction*.

“Director” means the official appointed to that position by the *Council* of the District of Summerland responsible for *Solid Waste* Management and includes his duly authorized representatives.

“Director of Finance” means the Director of Finance, as appointed by the Council of the *District*, and includes his duly authorized representatives.

“District” means the Corporation of the District of Summerland.

“Dwelling” means one or more rooms forming a single unit that is used or intended to be used as a residence and contains cooking, eating, sleeping and sanitary facilities. This does not include rooms in a hotel or Institutional residences such as care homes.

“Electronic Waste” (or “E-Waste”) means various types of waste containing mainly electronic components, made of essentially durable products, used for data processing, telecommunications, or entertainment, and appliance devices in households and businesses. Such wastes may include, but are not limited to, computers and accessories, fax machines, televisions, radios, stereos, DVD & VCR

players, telephones, answering machines, uninterruptible power supplies, and microwaves.

“Extended Producer Responsibility Program” means any program, operated under the BC Recycling Regulation, under the Environmental Management Act, which impose responsibility for management of end-of-life products and their packaging on the manufacturer or producer of those products, which include but are not limited to:

- Beverage Containers;
- *Electronic Waste*;
- Lead-Acid Batteries;
- Lubricating Oil, Containers, and Filters;
- Medications;
- Paint;
- Paper and Packaging (residential);
- Solvents/Flammable Liquids, Gasoline, and Pesticides; and
- Tires.

“Fees and Charges Bylaw” means the District of Summerland Fees and Charges Bylaw as amended from time to time.

“Fiberglass” means fiberglass trimmings, cuttings, moulds or structures including boat hulls.

“Food Processing Waste” means any organic waste and/or waste by-product that may be produced from a commercial food processing operation, and that is unsuitable for composting within existing programs.

Bylaw No. 2024-002 added the definition of ‘food waste’:

“Food Waste” means food materials and food soiled paper products free of *Contaminates* such as garbage and plastics but may be mixed with *Yard and Garden Waste*.

Bylaw No. 2024-002 added the definition of ‘fruit waste, byproducts fruit grain’:

“Fruit Waste, Byproducts Fruit Grain” means fruit culled from an agricultural operation or compostable fruit or grain by-products typically generated by beverage producers, such as but not limited to; breweries, cideries, distilleries, and wineries which is free of *Contaminates* (see *Controlled Waste*).

“Garbage” means *Refuse*.

“Glass” means any food container made of silica glass including jars and bottles but does not include light bulbs, optical lenses, window glass, windshield glass,

mirrors, china, cook-ware, dishes, drinking glasses, or refundable beverage containers.

“Halogenated Organic Compound” means an organic chemical compound with covalently bonded halogen atoms, and includes PCBs, Dioxins and DDT.

“Hazardous Waste” has the meaning prescribed in the *Hazardous Waste Regulation* (see *Controlled Waste* and see *Prohibited Waste*) and any *Solid Waste* which, because of its inherent nature and quantity requires special *Disposal* techniques to avoid creating health hazards, nuisances or environmental pollution, and includes, but is not limited to, toxins or poisons, corrosives, irritants, strong sensitizers, flammables (excluding plastics, paper, paper products and the like), explosives, and infectious wastes.

“Household Hazardous Waste (HHW)” has the meaning prescribed in the *Hazardous Waste Regulation*.

“ICI” means industrial, commercial or *Institutional*.

“Ignitable” has the meaning prescribed in the *Hazardous Waste Regulation*.

“Infested Vegetation” means trees, shrubs, herbaceous plants or associated fruit that show the presence of *Plant Disease*, *Invasive Plants*, *Noxious Insects*, *Noxious Weeds*, pathogens or pests that have caused or are likely to cause significant damage to the trees, shrubs, herbaceous plants or associated fruit and that may be spread to another plant (see *Controlled Waste*).

“Institutional” means pertaining to enterprises such as social, charitable, educational, health, and government services.

“Institutional Solid Waste” means *Solid Waste* materials discarded from institutional enterprises such as social, charitable, educational and government services.

“Invasive Plant” means any plant as designated in the *Weed Control Regulation*, Schedule A, Parts I & II of the *Weed Control Act* (see *Controlled Waste*).

“Kraft Bag” means a reinforced paper bag for *Curbside Yard and Garden Waste* with volume capacity of 113.5 L (30 USgal) or less.

“Land Clearing Waste” means all earth, debris, rocks, trees, stumps and anything else originating from clearing property and landscaping or outdoor renovation activities.

“Landfill” means the Summerland Sanitary Landfill and *Recycling Depot*, located at

17202 Bathville Road, Lot Plan B4629 DL 3756 and Lot A Plan 22447 DL 3756.

“Landfill Official” means a *Person* contracted by or employed by the *District* to provide operation and maintenance services at the *Site*, including but not limited to conducting the business of the *Site* and inspecting, sorting, hauling, compacting and covering *Solid Waste*.

“Lead Acid Battery” means an electro-chemical cell contained in a plastic case consisting of lead and lead oxide plates and containing a mixture of acids, which is used to supply an electric power source.

“Marketable” means capable of being disposed of through an existing *Service Area* program or a commercial market.

“Mattress, Box Spring” means mattresses and box springs that contain metal suspension components.

Bylaw No. 2024-002 deleted the definition of ‘mixed load’ in its entirety and replaced with the following definition of ‘mixed load’:

“Mixed Load” means a load of *Refuse* for deposit at the *Site* containing two or more of the waste categories, as designated in the District of Summerland Municipal Fees and Charges Bylaw.

“Multi-Family Dwelling” means a single development consisting of five or more *Dwellings* which share a common exterior access to the outside, or in which each unit’s primary entrance to the outdoors faces a private driveway, and could include:

- apartments;
- condominiums;
- townhouses;
- multiplexes; and
- others so deemed by the *Director*.

Where a *Residential Dwelling Premise* occurs on the same property as a *Multi-Family Dwelling*, for the purposes of the *Curbside Collection Program* it may be treated as a *Multi-Family Dwelling*.

“Non-Service Area Solid Waste” means any load that the *Director*, at his sole discretion and estimation, deems to contain more than 3% by volume *Solid Waste* or any other material of any kind whatsoever whose point of origin is located outside the District of Summerland.”

“Noxious Insect” including but not limited to, Codling moth (*Cydia pomonella*) Western cherry fruit fly (*Rhagoletis indifferens*), Black cherry fruit fly (*Rhagoletis fausta*), San Jose scale (*Quadraspidiotus perniciosus*), European fruit scale

(*Quadraspidiotus ostreaeformis*), Peach twig borer (*Anarsia lineatella*), Peach Tree Boer (*synanthedon exitiosa*), Pear psylla (*Cacopsylla pyricola*), Fruittree leafroller (*Archips argyrospilus*), European leafroller (*Archips rosanus*), Obliquebanded leafroller (*Choristoneura rosaceana*), Threelined leafroller (*Pandemis limitata*), Apple-and-thorn skeletonizer (*Choreutis pariana*), Apple mealybug (*Phenacoccus aceris*), Apple ermine moth (*Yponomeuta malinella*), Gypsy moth (*Lymantria dispar*), Apple Maggot (*Rhagoletis pomonella*), Oriental fruit moth (*Grapholitha molesta*), Cherry bark tortrix (*Enarmonia formosana*), Cherry ermine moth (*Yponomeuta padellus*), Eyespotted budmoth (*Spilonota ocellala*), Vinegar Fruit Fly (*Spotted wing drosophila*).

“Noxious Weed” means any weed designated within the Provincial and Regional Noxious Weed lists of the Weed Control Act Regulation BC Reg. 66/85 including, but not limited to, Annual Sow Thistle (*Sonchus oleraceus*), Canada Thistle (*Cirsium arvense*), Common Crupina (*Crupina vulgaris*), Common Toadflax (*Linaria vulgaris*), Dalmatian Toadflax (*Linaria dalmatica*), Diffuse Knapweed (*Centaurea diffusa*), dodder (*Cuscuta spp.*), Gorse (*Ulex europaeus*), Hound’s-tongue (*Cynoglossum officinale*), Jointed Goatgrass (*Aegliops cylindrical*), Leafy Spurge (*Euphorbia esula*), Perennial Sow Thistle (*Sonchus arvensis*), Purple Nutsedge (*Cyperus rotundus*), Rush Skeletonweed (*Chondrilla juncea*), Scentless Chamomile (*Matricaria maritime*), Spotted Knapweed (*Centaurea maculosa*), Tansy Ragwort (*Senecio jacobea*), Velvetleaf (*Abutilon theophrasti*), Wild Oats (*Avena fatua*), Yellow Nutsedge (*Cyperus esculentus*), Yellow Starthistle (*Centaurea solstitialis*), Blueweed (*Echium vulgare*), Burdock (*Arctium spp.*), Puncturevine (*Tribulus terrestris*), and Sulphur Cinquefoil (*Potentilla recta*).

“Occupier” means the *Person* residing in or using a *Dwelling* as its tenant.

“Oversize Tire” means assorted agricultural, industrial and OTR (Off the Road) *Tires*, specifically *Tires* with tread codes C, E, G, L, IND & NHS as defined by Tire Stewardship B.C., Schedule “A”.

“Owner” has the same meaning as in the *Land Title Act*, for any lands and *Parcels* situated within the *Service Area* and, for the purposes of this bylaw, includes agents, the heirs, executors, administrators or any other legal representative.

“Ozone Depleting Substance (ODS)” means a substance as defined as such in the Ozone Depleting Substances and other Halocarbons Regulation, British Columbia Reg. 387/99 under the *Environmental Management Act*.

“Parcel” means any lot, block or other area in which land (or in the case of strata lots, a building), is held or into which it is subdivided, including strata lots and bare land strata lots.

“Participant” means any *Owner*, *Person*, *Occupier*, or entity to which service is

provided under the *Curbside Collection Program*.

“Person” means an individual, company, corporation, association, partnership or party, and the heirs, executors, administrators, or any other legal representative or agent thereof.

“Plant Disease” means a condition that exists in a plant or seed as the result of the action of virus, fungus, bacterium, or any other similar or allied organism and that injures or may injure the plant or any part thereof, and that may be spread to another plant or plants with economic, ornamental or aesthetic value, including, but not limited to Apple Scab (*Venturia inaequalis*), Anthracnose or Perennial Canker (*Cryptosporiopsis curvispora*; *C. perennans*), Bacterial Canker (*Pseudomonas syringae* pv. *Syringae*; *P. syringae* pv. *Morsprunorum*), Blister spot (*Pseudomonas syringae* ipv. *Papulans*), Brown Rot (*Monilinia fructicola*), Coryneum Blight (*Wilsonomyces carpophilus*), Crown Gall, Root Gall and Hairy Root (*Agrobacterium tumefaciens*), Crown Rot (*Phytophthora cactorum*), Cytospora Canker (*Leucostoma cincta*), European Canker (*Nectria galligena*), Fire Blight (*Erwinia amylovora*), Little Cherry Virus, Powdery Mildew (*Podosphaera leucotricha*; *P. clandestine*; *Sphaerotheca pannosa*), Peach Leaf Curl (*Taphrina deformans*), and Verticillium wilt (*Verticillium dahlia*).

“Preserved Wood” means wood products which have been treated with preservatives such as *chromated copper arsenate* (CCA), aromatic hydrocarbons (PAHs), and *ammonium copper arsenate* (ACA) to prevent rotting.

“Processed Organic” means *Wood Waste* or *Yard and Garden Waste* that has been chipped to less than 50 mm (2 inches) in any dimension.

“Prohibited Waste” means *Solid Waste* designated in an Operational Certificate or by the *District* from time to time, to be inappropriate for *Disposal* for environmental, regulatory or legal reasons, or reasons related to the safe or efficient operation of the *Site* except as permitted in this bylaw, currently including but not limited to the following specified materials:

- (a) *Biomedical Waste* defined as such in the document "*Guidelines for the Management of Biomedical Waste in Canada*" (CCME, February 1992);
- (b) *Ashes* that are hot or smouldering or not entirely cooled for more than a two-week period;
- (c) *Burned Materials* that are hot or smouldering or not entirely cooled for more than a two-week period;
- (d) *Clinical/Laboratory Sterilized Waste*;
- (e) *Hazardous Waste* other than those specifically approved for *Disposal* to the *Site*
- (f) Empty waste containers unless they are crushed, shredded or similarly reduced in volume to the maximum practical extent;
- (g) *Food Processing Waste*;

- (h) *Ignitable Waste*;
- (i) *Liquid or semi-Solid Wastes*;
- (j) *Radioactive Waste*;
- (k) *Reactive Waste*;
- (l) *Sharps*;
- (m) *Special waste, excluding waste asbestos and those specifically authorized in the Hazardous Waste Regulation*;
- (n) *Specified Risk Material* regulated federally under the *Health of Animals Act and Regulations*;
- (o) *Vehicles* and other large metallic objects; and
- (p) Such other materials as are designated by the *Director* from time to time to be inappropriate for *Disposal* at the *Site* for environmental reasons or reasons related to the safe or efficient operation of the *Site*.

“Propane Tank” means a refillable or non-refillable metal container rated at a capacity of less than 46kg (100lb), which is used to contain liquefied petroleum gases used as fuel.

“Pruning” means any hedge clipping and shrub and tree branch that is less than 12.5 millimetres (1/2 inch) in diameter.

“Radioactive Waste” has the meaning prescribed in the *Hazardous Waste Regulation*.

“Reactive” has the meaning prescribed in the *Hazardous Waste Regulation*.

“Recyclable Gypsum Board and Wallboard” means construction off-cuts and scraps of gypsum board or wallboard, and used gypsum board or wallboard that is uncontaminated by materials other than paint or wallpaper and removed during renovation or deconstruction.

“Recyclable Material” means any material recognized and accepted for recycling at the *Site* or approved *Recycling Depot* including but not limited to:

- *Corrugated Cardboard*;
- *Glass*;
- *Mixed paper*;
- *Newsprint*;
- *Box board*;
- *Scrap Metal*;
- *White Goods*;
- *Propane Tanks*;
- *Lead acid batteries*;
- *Tires*;
- *Clean soil*;

- Recyclable gypsum board and wallboard;
- Refundable beverage containers;
- *Compostable Waste*;
- *E-waste*;
- Asphalt shingles; and
- Concrete, asphalt and masonry.

“Recyclable Metal” means any item composed of metal or composed of at least 70% metal, by volume.

“Recyclable Plastic” means all plastic items over the size of four (4) inches including household plastic containers, plastic film, shopping bags, shrink wrap, bubble wrap, and clear or blue bags, but does not include Styrofoam, items over 60 cm in their largest dimension, items having plastics from different resin bases joined together, items having plastic fused to another material, containers originally holding substances considered to be *Hazardous Waste* when disposed, and containers whose recycling costs are already accommodated by existing *Extended Producer Responsibility Programs*.

“Recycling Depot” means a facility for the receiving, collection, sorting and temporary storage of *Recyclable Materials*.

“Refrigeration Units” means refrigerators, freezers, air conditioners or any other item that may contain an *Ozone Depleting Substance*.

“Refuse” means *Solid Waste* designated for deposit at the *Site*, other than *Yard and Garden Waste*, *Recyclable Material*, *Bulky Waste*, *Hazardous Waste*, *Controlled Waste*, *Prohibited Waste*, *DLC Waste*, *DRC Waste*, livestock/farm animal or human feces, items included in *Extended Producer Responsibility Programs*, and other items which the *Director* considers hazardous or unacceptable.

“Remediable Soil” means contaminated soil containing substances in quantities or concentrations greater than those prescribed in Column III of Schedules 4 & 5 to the *Contaminated Sites Regulation* but proven to the District of Summerland.

“Renderable Product” means dead animals, animal parts and animal by-products accepted for rendering or recycling into other products (e.g., dog food) at any approved animal bone, meat, and fat rendering facility, that were generated at such establishments as slaughter houses, butcheries, retail and wholesale stores, farms, and veterinary clinics.

“Residential Dwelling Premise” means a *Dwelling* with individual main access to and from the outdoors, which includes:

- detached homes;

- Dwellings with secondary suites;
- duplexes, triplexes, or four-plexes;
- strata-titled sites;
- townhouses;
- manufactured homes;
- mobile homes;
- individually serviced units of apartments or condominiums; or
- others deemed by the *Director*.

“Residential Solid Waste” means *Refuse* discarded from *Residential Dwelling Premises* and *Multi-Family Dwellings*.

Bylaw No. 2024-002 added the definition of ‘rocks’:

“Rocks” means rocks larger than 40 centimetres (16 inches) in any direction and dry and free of organics (brush, roots, logs and branches) and debris such as garbage.”

“Scale” means the calibrated measuring instrument that weighs materials coming and going to or from the *Site*.

“Scale Operator” means the contractor or a representative of who conducts the daily Scale Operations and provides Site Supervision to the public.

“Scrap Metal” means recyclable ferrous and non-ferrous metallic materials, including but not limited to, metal food containers, sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, cable, bathtubs, fencing, bicycle frames, automotive body parts, machinery, metal furniture, tire rims and *White Goods*.

“Septage Waste” means liquid waste including:

- Pumpings from parking lot drainage sumps
- Pumpings from domestic septic tanks
- Pumpings from laundry lint traps
- Pumpings from sumps which collect runoff from motor vehicle washing facilities containing oil separation units only, but not from facilities used for maintenance or lubrication of automobile components or where solvents or sandblasting are employed for removal of paint, grease, or oil, and
- Water containing soil, sand, gravel, or non-hazardous solids

“Service Area” means the geographic area to be serviced by the *Site*, as established by the *“Regional District Okanagan Similkameen Solid Waste Management Plan”*.

“Sharps” means clinical and laboratory materials consisting of needles, syringes, blades or laboratory glass.

“Site” means the *Landfill*.

“Site Operator” means the *District*, which is authorized and permitted to operate a sanitary landfill by the Province of British Columbia with the authority to levy tipping fee charges for disposal of solid waste to the landfill, and its duly authorized representatives, including the employee or contractor responsible for *Site* and scale house operations at the *Site*.

“Solid Waste” means any waste material defined by this bylaw suitable for *Disposal* at the *Site* or through the *Curbside Collection Program* or through an *Extended Producer Responsibility Program*.

“Source-Separated” means *Solid Waste* separated by a *Person* other than a *Landfill Official* or *Site Operator*, by means of barriers or placement in containers into clearly distinguishable accumulations of *Refuse*, *Recyclable Waste*, *Compostable Waste*, *Controlled Waste* and authorized *Prohibited Waste*.

“Tag a Bag Label” means a tag that must be purchased for a fee through the *District* and placed on all additional *Participant* (customer) supplied *Containers* used for quantities of *Curbside Residential Waste* and *Curbside Yard and Garden Waste* to be removed through the *Curbside Collection Program* that exceed the volume of the *District*-supplied *Carts* being used by the *Participant*.

“Timber Waste” means *Wood Waste* generated from processing of harvested trees by sawmills and the pulp and paper industry.

“Tire” means the outer pneumatic rubber covering of wheels including but not limited to PLT (Passenger Light Truck), MT (Motor Truck) and large off-road tires.

Bylaw No. 2024-002 deleted the definition of ‘tree stump’ in its entirety and replaced with the following definition of ‘tree stump’:

“Tree Stump” means non-agriculturally derived part of a tree, or shrub that remains attached to the roots after the trunk is cut, whereby the trunk is greater than 20cm (8 inches) in diameter free of dirt, rocks or other foreign material adhering to the stump that would interfere with grinding equipment.

“Vehicle” means, as per the British Columbia *Vehicle Act*, a device in, on or by which a *Person* or thing is or may be transported or drawn on a highway, but does not include a device designed to be moved by human power, a device used exclusively on stationary rails or tracks, mobile equipment or a motor assisted cycle.

“Visitor” means an unauthorized *Person* who is present at the *Site* for purposes other than to deposit *Solid Waste*.

“Waste Asbestos” has the meaning prescribed in the *Hazardous Waste Regulation*.

“White Good” means any large metal consumer appliance such as a clothes washer, dishwasher, clothes dryer, range, stove, hot water tank and *Refrigeration Unit*, including those that contain ozone depleting substances.

“Wildlife Attractant” includes any and all food waste, offal, and accumulations of discarded fruit.

“Wildlife Resistant Cart” means a wheeled *Cart*, that is resistant to tampering by wildlife, suitable for automated collection of *Curbside Residential Waste* as part of the *Curbside Collection Program*.

“Willful Damage” means the intentional and malicious destruction of or damage to the property of the *District* (i.e., *Carts*) and of others, including the permanent removal of that property from a *Parcel*.

Bylaw No. 2024-002 deleted the definition of ‘wood waste’ in its entirety and replaced with the following definition of ‘wood waste’:

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

- Kiln dried dimensional lumber such as wood pallets, and demolition wood waste;
- Plywood;
- Particle board; and
- Pressed board or MDF (Medium Density Fibreboard).

“Yard and Garden Waste” means green waste including but not limited to:

- Flowers;
- Fruit and vegetable plant waste;
- Grass;
- Grass and hedge clippings;
- Leaves;
- Other woody or herbaceous plant waste;
- Plants;
- *Prunings*;
- Vegetable plant stalks;
- Weeds; and
- Windfall fruit;

But does not include:

- Biodegradable plastic;
- Cardboard;
- Excrement;
- *Garbage*;
- Ground cover cloth;
- *Infested Vegetation*;
- *Invasive Plants*;
- Kitchen waste;
- *Land Clearing Waste*;
- Liquids;
- *Noxious Weeds*;
- Soil or rocks; or
- Other unacceptable materials as identified by the *Director*.

2 SOLID WASTE MANAGEMENT

2.1 GENERAL SOLID WASTE PROHIBITIONS AND SITE REGULATIONS

2.1.1 No *Person* will:

- (a) litter, dump, or *Dispose of Solid Waste* contrary to the provisions of this bylaw;
- (b) place *Solid Waste*, or allow *Solid Waste* to be placed, in such a way that it is not contained;
- (c) place *Solid Waste* for collection with the *Solid Waste* of others or place *Solid Waste* in containers owned or leased by others, unless approved by the *Director*;
- (d) deposit *Solid Waste* that does not originate from within the *Service Area* at any location within the *Service Area* unless approved by the *Director*;
- (e) dispose of *Garbage* any place other than:
 - i. a *Container* for collection of *Curbside Residential Waste* as part of the *Curbside Collection Program*;
 - ii. in another *Container* scheduled for collection and delivery of *Garbage* to the *Site*; or
 - iii. at the *Site*;
- (f) place any material other than *Garbage* in a *Container* designated for *Garbage*;
- (g) dispose of *Recyclable Material* any place other than:
 - i. an approved *Curbside Recyclable Material Container* for collection as part of the *Curbside Collection Program*;
 - ii. a *Container* scheduled for collection and delivery to a *Recycling Depot* or sorting facility; or
 - iii. a *Recycling Depot*; or
 - iv. the *Designated Location* at the *Site*.

Bylaw No. 2024-002 deleted section 2.1.1(h) in its entirety and replaced with the following section 2.1.1(h):

- (h) *Contaminate Recyclable Materials* so as to make them non-*Recyclable* or fail to sort into the applicable categories of *Recyclable Materials* prior to deposit; or
- (i) dispose of *Yard and Garden Waste*, any place other than:
 - i. an approved *Yard and Garden Waste Container* for collection as part of the *Curbside Collection Program*;

- ii. a receptacle scheduled for collection and delivery to the *Site* or other approved facility for composting;
- iii. the *Designated Location* at the *Site*;
- iv. on the property on which it was generated; or
- v. on another property with the permission of the *Owner*, for the *Owner's* use.

Bylaw No. 2024-002 deleted section 2.1.1(j) in its entirety and replaced with the following section 2.1.1(j):

- (j) deposit *Prohibited Waste* at the *Site* unless the deposit of such waste is specifically authorized by the *District*.
- (k) deposit *Controlled Waste* at the *Site* unless the *Manager* determines that special handling and *Disposal* techniques are not required, or where special handling and *Disposal* techniques are required, the *Manager* has determined that the *Controlled Waste* can be disposed of safely at the *Site* and has given written permission and directions for such *Disposal* (see 4.2).
- (l) deposit contaminated soil without prior consent of the *Manager*. The *Manager* may determine that quantities of contaminated soil that do not exceed Special Waste are acceptable for deposit.
- (m) deposit any *Garbage* at the *Site* in a manner and in a location contrary to the signage or written or verbal direction and designation of the *Scale House Operator, Landfill Official or Site Operator*.
- (n) enter the *Site* or deposit any material at the *Site* at any time other than the designated hours of operation, except by prior arrangement with the *District*.
- (o) shall salvage or remove materials from the *Site* or from *Curbside Collection Program Material* that has been put out for collection, without approval from the *Director*
- (p) discharge any firearm at the *Site*, except as permitted under any applicable enactment.
- (q) remove, alter, or deface any sign placed or erected at the *Site*.
- (r) ignite a fire, cause a fire to be ignited, or deposit at the *Site* materials that are on fire, are smoldering or were recently on fire. All materials that were recently on fire will require that the *District* receive (7) seven days notification prior to deposit.

- (s) cause the release of an *Ozone Depleting Substance* at the *Site*.
- (t) remain at the *Site* for longer than is required to proceed directly to the designated deposit area, unload and immediately leave the *Site*.
- (u) without authorization drive any motor vehicle on the *Site* except on designated roads.
- (v) act in a manner contrary to any posted *Site* regulations.
- (w) act at the *Site* in a manner that is intolerant, impatient, intemperate, discourteous, disruptive, threatening or willfully negligent.

Bylaw No. 2024-002 deleted section 2.1.1(x) in its entirety and replaced with the following section 2.1.1(x):

- (x) deposit any material at the *Site* without first having the material checked by the *Scale House Operator* or *Site Attendant* and weighed on the scale as required.
- (y) deposit any material at the *Site* except in accordance with this bylaw and any regulations posted at the *Site*.
- (z) deposit *ICI* quantities of *Corrugated Cardboard, Hazardous Waste* or *E-Waste* in depots established for these materials at the *Site*.
- (aa) deposit any material at the *Site* that does not originate from within the *Service Area*, unless the *Director* approves otherwise.

2.1.2 All *Solid Waste* generated with the *Service Area* will be reused, recycled, composted and disposed of in a manner and location that is approved by the Ministry of Environment when such approval is required, and in compliance with this Bylaw.

2.1.3 All material deposited at the *Site* will become the property of the *District*, except where such material is deposited contrary to the provisions of this Bylaw.

Bylaw No. 2024-002 deleted section 2.1.4 in its entirety and replaced with the following section 2.1.4:

2.1.4 *Controlled Waste* must be manifested as required by the *District* and by the British Columbia Ministry of Environment. In addition, minimum twenty-four (24) hour notice to the *District* for manifested materials and a verification response in writing from the *District* required prior to deposit of *Controlled Waste* at the *Site*.

- 2.1.5 Any *Person* who contravenes these regulations or fails to comply with the posted notices or signs at the *Site* or the verbal instructions of the *Scale House Operator, Landfill Official* or *Site Operator* may be refused or prohibited re-entry to the *Site*.

3 CURBSIDE COLLECTION PROGRAM

3.1. PROGRAM OVERVIEW:

3.1.1. Every *Participant* within the *Curbside Collection Program Service Area* will use the *Curbside Collection Program* established by the *District* pursuant to this bylaw.

3.1.2. Supply, Changes and Replacement of Containers:

- a) The *District* will provide each *Participant* within the *Curbside Collection Program Service Area* with the *Base Cart Program*.
- b) A *Participant* or their designate of a *Residential Dwelling Premise* may request, in writing, a change to the *Base Cart Program* by completing the Cart Change-Out Request Form. A *Cart Change Administration Fee* and upsize fee, if applicable, will apply as set out in the most current *Fees and Charges Bylaw*. The rates for such changes will be applied to the *Participant's* utility bills. The *Owner* will not receive any reduction in the *Base Cart Program* rates for *Cart* or service level reduction requests.
- c) An *Owner* or their designate of a *Residential Dwelling Premise* may request in writing (by completing the Cart Change-Out Request Form) to be issued a *Wildlife Resistant Cart*, when applicable, in exchange for their *District-supplied Cart* for *Curbside Residential Waste*. In addition to the *Wildlife Resistant Cart* Rental fee, a *Cart Change Administration Fee* will apply as set out in the most current *Fees and Charges Bylaw*. The fees for such changes will be applied to the *Participant's* next utility bill.
- d) If a *District-supplied Container* incurs *Willful Damage* by a *Participant*, the *District* will require the *Participant*, within 30 days of receipt of an invoice in accordance with rates set out in the most current *Fees and Charges Bylaw*, to reimburse the *District* for the costs of replacing the *Container*.
- e) The *District* will be responsible for the replacement of any *District-supplied Containers* damaged or lost for any reason, other than due to *Willful Damage* by a *Participant*, and for their repair as needed.

3.1.3. Collection:

- a) The *District*, or a contractor acting on behalf of the *District*, will pick up all *Curbside Collection Program Material* set out by *Participants* within the *Curbside Collection Program Service Area* on the designated day of collection, provided it conforms to the terms of this bylaw.
- b) *Curbside Residential Waste, Curbside Recyclable Materials, and Curbside Yard and Garden Waste* collection will occur on a consistent day of the week at a designated location at the edge of a road, street, or lane that is immediately adjacent to the property or grounds surrounding a *Participant's Residential Dwelling Premises* or *Multi-Family Dwelling*, or at a location otherwise approved by the *Director*.
- c) The *Curbside Collection Program* collection day may be changed with the prior approval of the *Director*.
- d) Unless exempted by the *Director*, all *District*-supplied *Carts* and *Participant* (customer) supplied *Containers* must be placed on the day of collection at the collection location no earlier than 5am and must be removed from the collection location no later than 9pm.
- e) For *Residential Dwelling Premises* collection purposes, all *Carts* must be placed at their collection location within one metre (3 feet) of the travelled portion of the lane, or within one metre (3 feet) of the travelled portion of the road, or within one metre (3 feet) of the back of the sidewalk (private property side) as applicable, with the wheels positioned away from the travelled portion of the lane/road/sidewalk and the arrow on the *Cart* lid pointing towards the lane or road. *Carts* must also be placed at their collection location one metre (3 feet) from one another or another obstacle and with 3 metres (10 feet) of clearance above. Vehicles should not be parked within 1.5 metres (5 feet) of the *Cart*.
- f) For *Multi-Family Dwellings*, all *District*-supplied *Containers* for *Curbside Recyclable Materials* must be placed in a location that is accessible to the collection *Vehicle* as approved by the *Director*.

- g) Where a *Participant* is physically disabled and unable to comply with Sections 3.1.3. d) and/or e) and does not have an able-bodied *Person* assisting with their household activities, the *Participant* may apply in writing (by completing the Cart Service Level Change Application) to be approved, by the *Director*, to be provided with reasonable accommodations by the *District*, the details of which will be outlined in a letter by the *Director* confirming approval of the service level change. The application requires the applicant to have a qualified physician validate the physical disability as either temporary or permanent. Approved service level changes will remain valid until such time as the *Director* cancels them, at his or her discretion.
- h) The *District* may suspend *Curbside Collection Program* service from *Parcels* where the *Containers*, by location or design, are not practically accessible for pickup or are contrary to the provisions of this bylaw; such suspension will not waive any requirement, or abate or waive any fees or charges, under the provisions of this bylaw.
- i) The *District*, or a contractor acting on behalf of the *District*, reserves the right to refuse to remove all material that is not *Curbside Collection Program Material*.

3.1.4. Materials:

- a) No *Person* will *Dispose* of any material through the *Curbside Collection Program* that does not originate from within the *Curbside Collection Program Service Area*.
- b) No *Person* will place any material other than *Curbside Residential Waste* in a *Curbside Residential Waste District-supplied Container* or *Curbside Residential Waste Bag*.

3.1.5. Cleanliness:

- a) No *Person* will place *Curbside Collection Program Material*, or allow *Curbside Collection Program Material* to be placed, in such a way that it is not contained within an approved *Container* or, where applicable, neatly *Bundled*.
- b) All *Curbside Residential Waste* must be in a *Curbside Residential Waste Bag* before being placed in any *Container*.
- c) Any canister used or intended to be used for the purpose of collecting and conveying wet *Curbside Residential Waste* will be kept water-tight so as to prevent the contents thereof from leaking or spilling.

- d) No liquids will be put in or be allowed to accumulate in any *Container* for *Curbside Collection Program* material.
- e) All *Containers* must be secured in a manner to keep rain water, birds, and other pests from entering the *Container*.
- f) All materials which might adhere to any *Container* must be separately contained within individual disposable wrappings or canisters before being placed in the *Container*.
- g) No *Participant* will cause or permit the contents of a *Container*, for which he or she is responsible, to exceed the manufacturers weight limit or to be overfilled such that the contents are not contained within the *Container* when the lid is closed.
- h) Every *Participant* will clean up any of their *Solid Waste* which does not remain within the *Container* or, where applicable, *Bundle*.
- i) Every *Participant* within the *Curbside Collection Program Service Area* will maintain in sanitary and good condition, their *District*-supplied *Carts*, and report all instances of damages or required repairs to the *District*.

3.1.6. Container Storage:

- a) All *Containers* will be kept on the *Participant's Residential Dwelling Premises* or *Multi-Family Dwelling* premises at all times, and will be stored on ground level, in a manner that will prevent wildlife attraction and will 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
- b) All *Containers* and any structure used as a cover for such items will at all times be kept in good repair, clean and accessible for inspection by the *Director* at all reasonable hours. When any *Participant* (customer) supplied *Container* or structure has been condemned or declared to be unfit for the purpose it was intended by the *Director*, the *Participant* or their designate will immediately remove it and provide a suitable *Container* or structure in substitution therefore.

3.1.7. Safety:

- a) *Ashes* must be entirely cooled for no less than a two-week period and will be placed in their own *Curbside Residential Waste Bag*, separate from other *Curbside Residential Waste*, prior to being placed in a *Container* for

collection. *Ashes* that are hot or smouldering or not entirely cooled for more than a two-week period are deemed a *Prohibited Waste*.

- b) No *Person* will deposit for pick up by the *Curbside Collection Program* any:
 - i. *Hazardous Waste*;
 - ii. *Ashes* from incinerators;
 - iii. barrels of any liquid wastes;
 - iv. bulk chemical composition waste;
 - v. animal cuttings;
 - vi. wastes of oil, fuel or other equipment lubricant filters; or
 - vii. any material that, on its own or when mixed with another material, may pose risks to the health and/or safety of the collection crews.
- c) No *Participant* may accumulate, store, or collect any *Wildlife Attractants* in a manner that poses or may pose a risk to the safety of any *Person*. Where a *Participant* has been deemed negligent in this regard the *Director* may require the *Participant* to secure their waste in a *Wildlife Resistant Cart*.
- d) All *Containers* and *Curbside Collection Program Materials* must be set out for collection in a way that will not injure *Persons* handling them.

Bylaw No. 2024-002 added section 3.1.7 e):

- e) Any *Container* containing any *Wildlife Attractants* may only be placed out after 5 am on the designated day of collection for the *Dwelling*.

3.1.8. No *Person* will place *Solid Waste* for collection with the *Curbside Collection Program Solid Waste* of other *Persons* or place *Solid Waste* in *Containers* of other *Persons*.

3.2. EXEMPTIONS:

3.2.1. A *Participant* may apply for an exemption from the *Curbside Collection Program* by completing the Cart Service Level Change Application.

3.2.2. Applications for exemption from the *Curbside Collection Program* will only be considered if the following requirements are satisfied:

- a) In the opinion of the *Director*, the collection service cannot reasonably and practically be provided to that *Residential Dwelling Premise* or *Multi-Family Dwelling*, by reason of inadequate access or otherwise; or,

b) There is no habitable residence on the *Parcel*.

3.2.3. An exemption from the *Curbside Collection Program* continues until the *Director* notifies the *Participant* of the *Residential Dwelling Premise* or *Multi-Family Dwelling* that in his opinion the *Residential Dwelling Premise* or *Multi-Family Dwelling* can reasonably and practically be provided with the *Curbside Collection Program* or until the *Residential Dwelling Premises* or *Multi-Family Dwelling* is occupied or an occupancy permit has been issued or the *Participant* requests and is approved for service through the *Curbside Collection Program*.

3.2.4. No exemptions from the *Curbside Collection Program* will be granted for a term of less than three months.

3.3. RESIDENTIAL DWELLING PREMISES:

3.3.1. Curbside Collection Program:

a) Every *Occupier* or *Owner* of a *Residential Dwelling Premise* within the *Curbside Collection Program Service Area* will participate in the collection of *Curbside Program Material* in *District-supplied Containers* as part of the *Curbside Collection Program* established by the *District* pursuant to this bylaw and will pay the rates and fees set out in the most current *Fees and Charges Bylaw*.

3.3.2. *Curbside Collection Program Material* must not be compressed into *Containers* in a manner that will inhibit the material from falling freely into a collection vehicle during the regular tipping process.

3.3.3. *Containers* exceeding their respective volume capacity or weight outlined in this bylaw will not be collected.

3.3.4. Excess *Curbside Residential Waste* or *Curbside Yard and Garden Waste* that cannot be contained within the *District-supplied Cart* with the lid closed may be placed alongside their respective *Carts* at the curb for collection subject to the following conditions:

- a) Each *Participant* (customer) supplied *Container* will be tagged with a valid *Tag a Bag Label*;
- b) Any *Participant* (customer) supplied *Container* that does not have a valid *Tag a Bag Label* affixed to it will not be collected;

- c) A charge in accordance with the rates set out in the most current *Fees and Charges Bylaw* will be collected at the time of purchase of the *Tag a Bag Label*.

3.3.5. *Tag a Bag Labels* may be purchased through the *District*.

3.3.6. Curbside Residential Waste:

Bylaw No. 2024-002 deleted section 3.3.6 a) in its entirety and replaced with the following section 3.3.6 a):

- a) *Curbside Residential Waste* collection services will be provided to all *Residential Dwelling Premises* within the *Curbside Collection Program Service Area* as nearly as possible once every two weeks or at such other times as the *Director* may determine from time to time.
- b) *Containers* for *Curbside Residential Waste* containing non-*Curbside Residential Waste*, such as *Curbside Recyclable Material*, *Yard and Garden Waste*, *Contaminants* or materials otherwise contrary to the provisions of this bylaw will not be collected.
- c) For *Residential Dwelling Premises*, *Curbside Residential Waste* will be placed for collection in a *Curbside Residential Waste District-supplied Container* and *Curbside Residential Waste Bags* affixed with a valid *Tag a Bag Label*.

3.3.7. Curbside Recyclable Material:

- a) *Curbside Recyclable Material* collection services will be provided to all *Residential Dwelling Premises* within the *Curbside Collection Program Service Area* as nearly as possible once every two weeks or at such other times as the *Director* may determine from time to time.
- b) *Carts* for *Curbside Recyclable Material* containing non-*Curbside Recyclable Material*, such as *Curbside Residential Waste*, *Yard and Garden Waste*, *Contaminants* or materials otherwise contrary to the provisions of this bylaw will not be collected.
- c) All *Curbside Recyclable Materials* placed in a *District-supplied Cart* for *Curbside Recyclable Materials* are to be placed in loosely. Any bagging or bundling of *Curbside Recyclable Materials* is not permitted, with the exception of shredded paper which must be contained in a transparent or blue-tinted plastic bag with a maximum capacity of ninety-five (95) litres.
- d) All *Curbside Recyclable Materials* must be cleaned of any residues (such as food waste, liquids, gels, creams, etc.) prior to placement in a

Container for collection. If the residue is not able to be removed (such as heavy soiling of food or oil residue in a pizza box) then the material is *Contaminated* and is *Curbside Residential Waste*, not *Curbside Recyclable Material*.

3.3.8. Curbside Yard and Garden Waste:

Bylaw No. 2024-002 deleted section 3.3.8 a) in its entirety and replaced with the following section 3.3.8 a):

- a) *Curbside Yard and Garden Waste* collection services will be provided to all *Residential Dwelling Premises* within the *Curbside Collection Program Service Area* as nearly as possible to once every week or at such other times as the *Director* may determine from time to time.
- b) A *Participant* or their designate of a *Residential Dwelling Premise* may request, in writing, to opt out of the *Curbside Yard and Garden Waste* collection services (by completing the *Cart Change-Out Request Form*). A *Cart Change Administration Fee* will apply as set out in the most current *Fees and Charges Bylaw*. The rates for such change will be applied to the utility bills. The *Participant* will not receive any reduction in the *Base Cart Program* rates for *Cart* or service level reduction requests.
- c) For *Residential Dwelling Premises*, *Curbside Yard and Garden Waste* will be placed for collection in a *Curbside Yard and Garden District-supplied Cart* and *Curbside Yard and Garden Waste Container* affixed with a valid *Tag* a *Bag Label*.

Bylaw No. 2024-002 added section 3.3.8 d) in its entirety and reorganized the section in alphabetical order:

- d) Residential *Food Waste* may be placed in *Containers* for *Curbside Yard and Garden Waste* but *Food Waste* from *ICI sources* may not be included.
- e) *Containers* for *Curbside Yard and Garden Waste* containing non-*Curbside Yard and Garden Waste*, such as *Curbside Residential Waste*, *Recyclable Material*, *Contaminants* or materials otherwise contrary to the provisions of this bylaw will not be collected.
- f) All *Curbside Yard and Garden Waste* materials are to be placed loosely in the *Curbside Yard and Garden Waste Container* or *Bundled* neatly with twine or string.

3.4. MULTI FAMILY DWELLING:

- 3.4.1. *Occupiers or Owners of Multi-Family Dwellings within the Curbside Collection Program Service Area must participate in the Curbside Collection Program.*
- 3.4.2. *Curbside Recyclable Material collection services will be provided to all Multi-Family Dwellings within the Curbside Collection Program Service Area as nearly as possible to once every two weeks or at such other times as the Director may determine from time to time.*
- 3.4.3. *Participants or their designate, of a Multi-Family Dwelling will coordinate with the District and the contractor, acting on behalf of the District for the Curbside Collection Program, to ensure a suitable method of collection is in place for all Curbside Recyclable Materials being collected as part of the Curbside Collection Program. The Director will determine what type of Container is provided for use within the Curbside Collection Program for Multi-Family Dwellings.*
- 3.4.4. *Occupiers or Owners or their designate, of Multi-Family Dwellings within the Curbside Collection Program Service Area will make their own arrangements for the removal of Curbside Residential Waste and Yard and Garden Waste.*
- 3.4.5. *Containers for Curbside Recyclable Material containing non-Curbside Recyclable Material, such as Curbside Residential Waste, Yard and Garden Waste, Contaminants or materials otherwise contrary to the provisions of this bylaw will not be collected.*
- 3.4.6. *All Curbside Recyclable Materials must be cleaned of any residues (such as food waste, liquids, gels, creams, etc.) prior to placement in a Container for collection. If the residue is not able to be removed (such as heavy soiling of food or oil residue in a pizza box) then the material is Contaminated and is Curbside Residential Waste, not Curbside Recyclable Material.*
- 3.4.7. *All Multi-Family Dwellings with a Bin for collection of Curbside Recyclable Materials are to first place their Curbside Recyclable Materials in a Blue Bag before placing them in the Bin.*
- 3.4.8. *All Multi-Family Dwellings with a District-supplied Cart for Curbside Recyclable Materials are to place the materials in loosely. Any bagging or bundling of Curbside Recyclable Materials is not permitted, with the exception of shredded paper which must be contained in a transparent or blue-tinted plastic bag with a maximum capacity of ninety-five (95) litres.*

4 SANITARY LANDFILL AND RECYCLING DEPOTS

Bylaw No. 2024-002 deleted section 4.1 in its entirety and re-numbered the proceeding sections in numerical order.

4.1. SITE SAFETY

- 4.1.1. The *District* accepts no responsibility or liability for damage or injury to person or to property occurring on the *Site* property.
- 4.1.2. Any *Person* entering the *Site* does so at his or her own risk.
- 4.1.3. Children under sixteen years will remain under the supervision of an adult at all times while at the *Site*, and may be requested to remain inside a *Vehicle* for safety reasons.
- 4.1.4. No *Person* will:
 - (a) Allow a pet outside of a motor *Vehicle* at any time while at the *Site*;
 - (b) Smoke within the boundaries of the *Site*; or
 - (c) Drive a motor *Vehicle* in excess of posted speed limits while at the *Site*.

4.2. SECURE LOAD REQUIREMENTS

- 4.2.1 Motor *Vehicles* entering the *Site* will have their loads adequately covered and secured to prevent materials from blowing, bouncing or falling off the *Vehicle* while in transit according to the following criteria:
 - (a) an adequate cover is a tarpaulin, other overlay, or *Container* that is used to confine the material to the *Vehicle*; or all materials must be contained within intact secured closed garbage bags or *Containers*.
 - (b) the cover and/or *Container* must be securely and tightly fastened so that it is not, and cannot become, a hazard.
 - (c) *Bulky Waste, White Goods* and *Tree Stumps* will be securely chained or strapped to flat beds or truck boxes as required by section.

Bylaw No. 2024-002 deleted section 4.4 in its entirety.

5. FEES AND CHARGES

5.1. FEES, CHARGES AND RATES

- 5.1.1. Every *Person Disposing of Solid Waste* at the *Site* or as part of the *Curbside Collection Program* will pay the rates and fees set out in the *Fees and Charges Bylaw* as amended from time to time.
- 5.1.2. On approval of the *Director*, such rates and fees may be reduced or waived where the particular item to be *Disposed of* can be demonstrated to be of benefit to the operations of the *Site*.
- 5.1.3. Every *Person Disposing of Controlled Waste* or authorized *Prohibited Waste* to the *Site* will pay the applicable fee set out in the most current *Fees and Charges Bylaw*. The fees set out in the most current *Fees and Charges Bylaw* in respect of *Controlled Waste* or authorized *Prohibited Waste* are applicable regardless of whether the waste requires special handling and *Disposal*.
- 5.1.4. Any fee that must be paid pursuant to this bylaw will be paid by cash or cheque to the *Landfill Official* at the *Scale* upon leaving the *Site*. The *Landfill Official* will not accept as payment for assessed fees cash in the form of bills of a fifty-dollar denomination (\$50.00) or greater where the change is greater than twenty dollars (\$20.00). Payment by credit and/or debit card may also be accepted if such payment options are available at the *Site*.
- 5.1.5. The Director of Finance is empowered to adjust any errors in *Solid Waste* or *Curbside Collection Program* charges which are brought or come to their attention.
- 5.1.6. No complaint of an error in any charge for *Solid Waste* or *Curbside Collection Program* charges will be considered and no adjustment of any such error will be made after a period of six (6) months has elapsed since the end of the period for which such *Solid Waste* or *Curbside Collection Program* charges were made. After the termination of this period all such *Solid Waste* or *Curbside Collection Program* charges will be determined to have been properly and correctly made.
- 5.1.7. In the event of *District*, or a contractor acting on behalf of the *District*, failure of pick up or stoppage, of the *Curbside Collection Program* for more than three consecutive weeks, a pro-rated reduction will be made on all fixed rates in the *Curbside Collection Program*.
- 5.1.8. For the convenience of the *Owner* of the real property, the common form billing for user rates may be directed to a tenant.

5.1.9. All periodic billings will be due and payable at the close of business on the 20th day after the billing date as shown on the bill or invoice. Payments made at a financial institution must be made in sufficient time for the funds to be deposited to the account of the *District* prior to the close of business on the 20th day after the billing date. All billings and invoices not paid in full within 75 days of issuance will become “in arrears” and once designated as such, all amounts owing must be paid in full immediately to avoid termination of service. A notice of arrears will be sent to the *Owner* of the real property as well any tenant who receives the billing form.

5.1.10. The *District* reserves the right to discontinue a *Participant’s Curbside Collection Program* service, if the *Person* has outstanding utility accounts from that location or from a previous location within the *Curbside Collection Program Service Area*.

5.1.11. Suspension of a *Participant’s Curbside Collection Program* service will not waive any requirement, or abate or waive any charges or rates under the provision of this bylaw

6. OFFENCES AND PENALTIES

6.1. OFFENCES AND PENALTIES

6.1.1. No *Person* will carry out, suffer, or permit any act or thing to be done in contravention of this bylaw.

6.1.2. 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, will be deemed to have committed an offence against this bylaw and:

- a) Will be liable to a fine set out in the most current District of Summerland Municipal Ticket Information Bylaw; or
- b) Will be liable, upon summary conviction, to the penalties provided under the Offence Act; and
- c) May be prohibited from entering and *Disposing of Solid Waste* at the *Site* or through the *Curbside Collection Program*; or
- d) Any combination of the above.

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

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

7. LIABILITY

7.1 Nothing contained in this bylaw will be construed to impose any liability on the *District* to provide *Solid Waste Management* services to any *Person* or property or to provide a continuous supply of *Solid Waste Management* services of any particular quantity or quality.

7.2 The *District* accepts no responsibility or liability for damage or injury to any *Person* or property.

7.3 Each *Person* entering the *Site* does so solely at their own risk and, as a condition of entry to the *Site* waives all claims against the *District* and releases the *District* from any and all liability and claims for all injury, death, loss, damage and expense of any kind that the *Person* or any other *Person* may suffer as a result of or in connection with the *Person's* use of the *Site* due to any cause whatsoever, including but not limited to negligence, breach of contract, breach of any statutory duty or duty of care on the part of any of the *District* and also including the failure on the part of the *District* to safeguard or protect any *Person* from the risks, dangers and hazards associated with the use of the *Site*.

8. INDEMNITY

8.1 In consideration of the *District* providing *Solid Waste Management* services, any *Person* using these services agrees to indemnify and save harmless, the *District*, its *Council*, officials, employees, agents, successors, and assigns from all loss, damage, cost, actions, suits, debts, accounts, claims, and demands which the *District* or any of its *Council*, officials, employees, agents, successors, and assigns may suffer or incur or be put to arising out of or in connection with the *Solid Waste Management* services or subsequent use thereof.

8.2 Any *Person* using *Solid Waste* management services covenants and agrees to indemnify and save harmless the *District*, its *Council*, officials, employees, agents, successors, and assigns from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomever brought or made against the *District*, its *Council*, officials, employees, agents, successors, and assigns resulting directly or indirectly from, including but not limited to conducting the business of the *Curbside Collection Program* and of the *Site* and inspecting, sorting, hauling, compacting and covering *Solid Waste*.

9. GENERAL

9.1. INTREPRETATION

9.1.1 Enactments

- (a) Any act or enactment referred to in this bylaw is a reference to an enactment of British Columbia or Canada, as the case may be, and regulations thereto, as amended, revised, consolidated, or replaced from time to time.
- (b) Any bylaw referred to in this bylaw (as may be cited by short title or otherwise) is a reference to an enactment of the *Council* of the District of Summerland, as amended, revised, consolidated, or replaced from time to time.

9.1.2. Italicization

- (a) An *Italicized* work indicates that is a definition as defined in this bylaw.

9.1.2. Headings

- (a) The headings contained in this bylaw are for convenience of reference. The headings do not form part of this bylaw and will not be used in its interpretation.

9.1.3. Severability

- (a) If any section, subsection, sentence, clause, or phrase of this bylaw is deemed to be invalid by the decision of any court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of the bylaw.

9.1.4. Context

- (a) Wherever the masculine is used throughout this bylaw, it will also mean the feminine, and wherever the singular is used throughout this bylaw, it will also mean the plural.
- (b) Words or phrases defined in the British Columbia Interpretation Act, Community Charter, or Local Government Act or any successor legislation will have the same meaning when used in this bylaw, unless otherwise defined in this bylaw. Unless otherwise stated, and notwithstanding the case used (upper case or lower case), when words or phrases that are defined in Section 1.2 of this bylaw are used in the body or schedules of this bylaw, they have the meaning ascribed to them as set out in Section 1.2.

9.1.5. Metric units

- (a) Metric units are used for all measurements in this bylaw. The approximate equivalent of the metric units, in imperial or US measure, are shown in

brackets and are included for convenience only and do not form part of this bylaw.

9.2 APPROVALS

9.2.1 Any approvals required by the *Director* in accordance with this bylaw will be in writing.

9.3 NO LIMITATION

9.3.1 Nothing in this bylaw will limit the District of Summerland from utilizing any other remedy that would otherwise be available to the District of Summerland at law.

9.3.2 Nothing in this bylaw will relieve any *Person* from complying with the provisions of any other bylaw of the District of Summerland.

9.3.3 In the event there is more than one possible access for the collection of *Curbside Collection Program Materials* as provided in this bylaw, the *Director* will determine the location of collection.

9.3.4 Upon providing the *Participant* with 24 hour notice, the *Director* is authorized to enter, at all reasonable times and in a reasonable manner, any *Parcel* or *Dwelling* for the purposes of providing services contemplated under this bylaw and for ascertaining whether the provisions of this bylaw are being complied with.

9.3.5 It will be unlawful for any *Person* to prevent, obstruct or seek to attempt to prevent or obstruct the *Director* from carrying out his duties under this section.

9.4 SEVERENCE

9.4.1. 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 will be severed and such decision will not affect the validity of the remaining portions of this bylaw.

9.5 REPEAL

9.5.1. District of Summerland Solid Waste Management Regulation Bylaw Number 2000-309 and all amendments thereto, are hereby repealed.

Read a first time this 9th day of July, 2018.

Read a second time this 9th day of July, 2018.

Read a third time this this 9th day of July, 2018.

Adopted by Municipal Council this 11th day of July, 2018.

Mayor

Corporate Officer