

Disposal Fee Changes at Eco-Depots and Transfer Stations

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Inbox

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📎 1 attachments (101 KB)

Bylaw 2681 Solid Waste Management Facilities.pdf;

Good afternoon,

On April 18th the TNRD Board of Directors approved a new Solid Waste Facilities Bylaw No. 2681 (attached). There are a few tipping fee changes in the bylaw. Some are good (saving people money) and some are less desirable (costing customers money).

Effective Monday, April 29th there is a reduction for the following fees:

1. **Cooling Appliances (fridges, freezers, A/C units etc)** – FREE! Residential cooling appliances are now free of charge. Commercial units (commercial building rooftop units etc) are \$15 plus additional fees if required
2. **Concrete & Asphalt** – fee reduced from \$100/t to \$20/t at sites with collection areas
3. **Scale Use Weight Check Request** – fee reduced from \$10 to \$5

New categories in the bylaw:

1. DLC now changed to DRC (Demolition, Renovation & Construction).
2. Land Clearing Debris – now it's own category, \$160/t
3. Burned Material – \$160/t
4. IC&I (business/commercial) Recycling –\$80/t

Effective Friday, June 28th there is an increase for the following fees:

1. Mattresses/Boxsprings – Changing from \$120/t to \$15/item
2. Yard Waste **Commercial** – Changing from \$35 for loads over 1t to \$40/t for any amount of incoming material. Residential yard waste will continue to be free for customers. If you're doing outdoor maintenance as a municipality and hauling material into a TNRD facility for drop off, you will be charged the commercial yard waste rate

We are currently working on a communications plan to inform residents and businesses who will be impacted by these changes.

If you have any questions or concerns, please contact me to discuss. Additional material will be coming shortly for you to post on your websites to update the information there. For those who use a transfer station without a weigh scale, please reference the bylaw for volume based rate information.

Best regards,



The Region of BC's Best

Adriana Mailloux

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THOMPSON-NICOLA REGIONAL DISTRICT

BYLAW NO. 2681

A bylaw to regulate and set fees for the use of Thompson-Nicola Regional District
municipal solid waste disposal and recycling facilities

WHEREAS the Thompson-Nicola Regional District may make bylaws to establish the service for the regulation, storage and management of solid waste and recyclable material, including the regulation of facilities and commercial vehicles used in relation to these matters;

AND WHEREAS the Thompson-Nicola Regional District has, by Solid Waste Management Local Service Establishment Bylaw No. 1500, established the service of Solid Waste Management;

AND WHEREAS the Thompson-Nicola Regional District may, by bylaw, impose fees and charges payable in respect of all or part of a service of the regional district;

AND WHEREAS the Thompson-Nicola Regional District has an approved Regional Solid Waste Management Plan;

AND WHEREAS the Thompson-Nicola Regional District desires to establish fees and set standards for and regulate and manage the use of recycling and disposal facilities managed by the Thompson-Nicola Regional District and operated according to the approved Regional Solid Waste Management Plan;

NOW THEREFORE the Board of Directors of the Thompson-Nicola Regional District, in open meeting assembled, enact as follows:

1. **CITATION**

This bylaw may be cited as "Solid Waste Management Facilities Bylaw No. 2681".

2. **DEFINITIONS, INTERPRETATION AND SCHEDULES**

In this bylaw, unless the context otherwise requires:

Asbestos Containing Material means a material as defined in the *Occupational Health and Safety Regulation, Environmental Management Act, and Hazardous Waste Regulation*, and suitably contained for disposal as per the Regulation, British Columbia (BC) Ministry of Environment & Climate Change Strategy (MOE & CCS) approved handling techniques, **Regional District** Bylaws and **Regional District** Policies. See **Controlled Waste**.

Auto Hulk means a vehicle that is no longer used for transportation purposes and/or is not registered. Does not include autoparts that are free of liquid. See **Prohibited Waste**.

Bag means a container holding a volume up to 66cm x 91 cm or 77 litres equivalent.

Biomedical Waste means waste defined as such in the *Hazardous Waste Regulation* (BC Reg. 63/1988), and in the document "*Guidelines for the Management of Biomedical Waste in Canada*" (ICCM, Feb. 1992). See **Prohibited Waste**.

Biosolids means stabilized, dewatered treatment plant sludge resulting from the treatment of liquid waste. See **Controlled Waste**.

Board means the Board of Directors of the Thompson-Nicola Regional District.

Bulky Waste means items with a volume greater than 2 cubic meters or 70 cubic feet equivalent or items with a length greater than 3 meters or 9.8 feet equivalent, including, but not limited to: hot tubs, recreational vehicles, pre-fabricated homes, trailers, watercraft, and other articles that the **Director** or designate determines require special handling and disposal techniques. See **Controlled Waste**.

Burned Material means materials damaged by fire, heat, electricity or a caustic agent that have been allowed to entirely cool in a manner acceptable to the **Director** or designate. See **Controlled Waste**. **Burned Materials** that are hot or smouldering are a **Prohibited Waste**. See **Prohibited Waste**.

Bullying/Harassment means any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, as per the *Workers Compensation Act*. Bullying and harassing behaviour can include: verbal, written, digital or printed aggression, insults or threats, humiliating initiation practices or hazing, spreading malicious rumours, calling someone derogatory names, vandalizing personal belongings, and isolation and/or exclusion from work-related activities..

Clean Fill means inorganic and organic **Clean Soil**, containing only small sized rocks and pieces of concrete, asphalt or brick, such that the material is suitable for landfill cover material, and provided that the material does not include: wood, plastic or pieces of rebar. See **Controlled Waste**.

Clean Soil means soil or sediment material containing substances in quantities or concentrations less than those specified in Section 42 of the *Contaminated Sites Regulation* (BC Reg. 97/2011) of the *Environmental Management Act*.

Concrete means crushable material usable for aggregate, including but not limited to, asphalt, concrete, with or without rebar or metal reinforcing, masonry, brick, or ceramic that does not include plastic, insulation, wood, asbestos, garbage, vegetation, or other contaminants. See **Controlled Waste**.

Condemned Foods means any food or other edible matter that has been deemed to be unfit for human consumption pursuant to the *Food Safety Act* and that does not contain **Free Liquids**. See **Controlled Waste**.

Contamination or Contaminated means, the presence of another material in source separated waste.

Contaminated Soil means soil or sediment or fill material containing substances in quantities or concentrations greater than those specified in Section 42 of the *Contaminated Sites Regulation* (BC Reg. 132/2011), but which is not a hazardous waste under the *Hazardous Waste Regulation* (BC Reg. 63/2009) under the *Environmental Management Act*. See **Controlled Waste**.

Controlled Waste means materials that are listed in SCHEDULE "B" attached hereto, which because of their inherent nature and quantity may require special handling and storage techniques to avoid creating health hazards, nuisances, environmental or operational issues. **Controlled Waste** may be subject to additional rules, fees and are accepted at the discretion of the **Director** or designate.

Creosote Treated Wood means wood that has been preserved by a pressure treatment with an anti-microbial pesticide product containing creosote, which may include, but is not limited to: railway ties, telephone poles, and dock pilings. See **Controlled Waste**.

Decision means a decision made by a **Person** exercising their authority as granted to them pursuant to this Bylaw.

Demolition, Renovation and Construction Waste or DRC Waste means waste that originates from any site where a human-made structure is totally or partially disassembled. It includes but is not limited to wood, roofing, concrete, asphalt, glass, insulation, flooring, floor covering, masonry, metal or plastic siding, gypsum or plaster wallboard and material or devices (such as cabinetry, electrical or plumbing fixtures) which are normally permanently affixed to the building. Also includes waste that originates from sites where a human-made structure is being erected. See **Controlled Waste**.

Director means the Director of Environmental Services of the **Regional District** or designate.

Disposal means the placement of **Municipal Solid Waste** into a **Landfill** or **Facility** for eventual transport to a **Landfill**.

Dusty Material means material that can become airborne when being deposited or managed at a **Facility** and which may subsequently pose a health risk or impair visibility, including, but not limited to: sawdust, foundry dust, ash and soot. See **Controlled Waste**.

Eco-Card means a pre-paid punch card or swipe card issued by the **Regional District** to pay **User Fees** at **Facilities** with or without a point-of-sale machine.

Excluded Ozone-Depleting Substances (ODS)-Containing Products means ODS-containing products that are excluded from the Major Appliances Recycling Roundtable (MARR) stewardship plan, including but not limited to water cooler/dispensers, large central air conditioner units, commercial or industrial cooler and refrigerated display units. See **Controlled Waste**.

Facility means a **Landfill**, eco-depot, transfer station, materials recovery facility or composting facility leased, owned and/or operated by the **Regional District** and used for receiving or processing **Municipal Solid Waste** or recyclable material.

Free Liquid means any portion of material that passes through and drops from a paint filter using the United States Environmental Protection Agency (USEPA) Method 9095B Paint Filter Liquids Test, within a 5 minute test period (Hazardous Waste Test Methods SW-846, 9095B/1994). See **Prohibited Waste**.

Hazardous Waste means any material defined as such in the *Hazardous Waste Regulation* (BC Reg. 63/1988), which includes, but is not limited to: toxins, poisons, corrosives, irritants, strong sensitizers, flammables, and ignitables. See **Prohibited Waste**.

Industrial, Commercial & Institutional or **IC&I** means sources of **Municipal Solid Waste** and/or recycling that includes office buildings, retail and wholesale establishments, restaurants, schools, colleges, libraries, hospitals, prisons etc. **IC&I** can also include residential material being hauled to a **Facility** by a private business/collector.

Industrial, Commercial, and Institutional Recycling or **IC&I Recycling** means paper fibre, containers, foam – white, foam - coloured, other flexible plastic packaging, glass and source separated corrugated cardboard that originates from **IC&I** establishments or activities. Additional categories may be added as service and markets become available.

Industrial Waste means solid waste materials discarded from manufacturing, processing or production of goods and products, including, but not limited to: waste generated from industrial operations such as forestry, pulp and paper, mining, fisheries, and food processing. See **Controlled Waste**.

Infested Vegetation means trees, shrubs, herbaceous plants or associated fruit that show the presence of plant disease, noxious insects, pathogens or related pests that have caused or are likely to spread the infestation or cause significant damage to trees, shrubs, herbaceous plants or associated fruit. See **Controlled Waste**.

Land Clearing Debris means any tree stumps, root mats, branches, brush, logs, vegetation, or other woody debris, generated from land clearing activity, that is greater than 20.32 cm or 8 inches equivalent in diameter. Also includes rocks and soil from land clearing activities. See **Controlled Waste**.

Landfill means a location for final disposal of **Municipal Solid Waste** on land regulated by the MOE & CCS where **Municipal Solid Waste** is spread and compacted; cover soil or alternate cover is applied daily, so that effects on the environment (including public health and safety) are minimized.

Large Dead Animals and Dead Stock means any dead stock, deceased animal or part thereof, weighing more than 60 kilograms or 132 pounds equivalent which is not **Specified Risk Material**. See **Controlled Waste**.

Load means **Municipal Solid Waste** which arrives at a **Facility** in a **Vehicle**.

Major Appliances means all products listed under the MARR list of products.

Manager means the Manager of Environmental Health Services of the **Regional District** or designate.

Mattress means a unit comprised of a case of canvas or other heavy textile stuffed with wool, cotton, other fibres or similar material, with or without coiled springs, that was used as a bed or as a support for a bed (boxspring). Includes foam mattresses used as a primary sleeping surface. Excluded items include but are not limited to foam mattress toppers, crib mattresses, and camping foamies.

Metal Drums and Tanks means any empty metal container with a non-removable top, including, but not limited to: drums to contain fuel and underground oil tanks, but not including: metal tanks used to hold compressed gases, such as **Propane Tanks**. See **Controlled Waste**.

Municipal Solid Waste means waste from residential, commercial, institutional, demolition/renovation, land clearing or construction sources and may include waste materials specified by the MOE & CCS to be included in a waste management plan.

Non-ODS Containing Products means **Major Appliances** that do not contain **ODS**, including clothes washers, clothes dryers, ranges, range hoods and downdrafts, built-in ovens, built-in and over the range microwave ovens, surface cooking units, dishwashers, food waste disposers, trash compactors, built-in electric water dispensers.

Noxious Weeds means all weeds designated within the Provincial and Regional Noxious Weed lists of the *Weed Control Regulation* (BC Reg. 4/2010) and weeds that are classified as noxious by the **Regional District**. See **Controlled Waste**.

Ozone Depleting Substance or **ODS** means Ozone Depleting Halocarbon refrigerants subject to the *Ozone Depleting Substances and Other Halocarbons Regulation* (BC Reg. 317/2010) from residential products that utilize a vapor-compression refrigeration system listed in the provincial steward, MARR's Product List and Definitions listed on MARR's website.

ODS-Containing Products means **Major Appliances** containing a compressor and **ODS**, including refrigerators, wine coolers/beverage centres, freezers, room air conditioners, portable air conditioners and humidifiers.

Officer means any member of the Royal Canadian Mounted Police, City Police, a Conservation Officer, a Regional District Bylaw Enforcement Officer or other **Regional District Personnel** or designate appointed from time to time by the **Director** to administer and enforce this Bylaw.

Out of Region Waste means **Municipal Solid Waste** that originates outside the administrative boundaries of the **Regional District**. See **Controlled Waste**.

Polychlorinated Biphenyls or **PCBs** means any chlorobiphenyls that have the molecular formula $C_{12}H_{(10-n)}Cl_n$ in which "n" is greater than 2 (Schedule 1 in the *Canadian Environmental Protection Act/1999*). The maximum allowable concentration for equipment that is designed to use PCBs is defined as 50ppm. Sources of PCBs include fluorescent light ballasts, small motor capacitors, transformers and high intensity discharge light ballasts. See **Prohibited Waste**.

Person means an individual, a body corporate, a firm partnership, association or any other legal entity or an employee or agent thereof.

Provincial Product Stewardship Program Material means items and provisions that are included in an approved Provincial Stewardship Program as identified in the *Recycling Regulation*, such as alarms, beverage containers, electronics, cell phones, lead-acid batteries, lights, major appliances, outdoor power equipment, small electrical appliances, packaging and printed paper, paints, refundable beverage containers, solvents, pesticides, gasoline, pharmaceuticals, thermostats, tires, used oil and antifreeze. Additional stewardship programs may be added as the MOE & CCS introduces them.

Prohibited Waste means gaseous, liquid or **Municipal Solid Waste** not acceptable for burial or **Disposal** or recycling at a **Facility** as identified in SCHEDULE "C" attached hereto. **Prohibited Waste** may not enter a **Facility** in any capacity.

Radioactive Waste means waste containing a prescribed substance as defined in the *Atomic Energy Control Act* (Canada) in sufficient quantity or concentration to require a licence for possession or use under that Act and regulations made under that Act. See **Prohibited Waste**.

Refuse means mixed categories of waste that originates from residential, **IC&I** sources, other than **Demolition, Renovation and Construction Waste**, suitable for **Disposal** at a **Facility** but does not include **Prohibited Waste**.

Regional District means the Thompson-Nicola Regional District.

Regional District Personnel means an employee of the **Regional District**.

Scrap Metal means material which contains ferrous and/or non-ferrous metals, including, but not limited to: sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, drums with removeable tops, empty tanks, wire, cable, bathtubs, fencing, bicycle frames, automotive body parts free of liquid, machinery, garbage cans, metal furniture, tire rims, small engines free of liquids, appliances and fixtures, but does not include: **ODS-Containing Products** (unless properly certified as having refrigerants professionally removed).

Site Operator means that person employed by or having a contract or agreement with the **Regional District** for caretaker or attendant duties at a **Facility**.

Small Dead Animals means any deceased animal or portions thereof, weighing less than 60 kilograms or 132 pounds equivalent. See **Controlled Waste**.

Specified Risk Material or **SRM** means the skull, brain, trigeminal ganglia (nerves attached to brain), eyes, tonsils, spinal cord and dorsal root ganglia (nerves attached to the spinal cord) of cattle aged 30 months or older, the distal ileum (portion of the small intestine) of cattle of all ages, and cattle deadstock. See **Prohibited Waste**.

Unsecured Load means the condition of a **Load** on a **Vehicle** such that there is the potential for materials to leak, spill, blow out, fall, or otherwise be dislodged from a vehicle and/or trailer attached to a vehicle entering and exiting a **Facility** and, for an open truck box or trailer, including if a cover such as a tarpaulin and/or other overlay is not used to cover a **Load**.

User Fee(s) means the user fees as set out and itemized in SCHEDULE "A" attached hereto.

Valid Identification means government issued photo identification including a valid British Columbia Identification Card, Canadian drivers license, International drivers license, passport, or citizenship papers or immigration documents.

Vehicle means a vehicle, as defined by British Columbia's *Motor Vehicle Act* (RSBC/1996 Chapter 318).

Visitor means a **Person** who arrives at a **Facility** for purposes other than to deposit **Municipal Solid Waste** or recyclable material.

Wood Waste means organic wood material classified as either **Wood Waste - Clean** or **Wood Waste - Contaminated**.

Wood Waste - Clean means clean, organic wood material including, but not limited to kiln dried dimensional lumber, wood pallets, oriented strand board, wood panel products, medium density panel board, forming wood without residual concrete or aggregate. Clean wood must be free of preservatives, heavy coats of paint, wire, fiberglass, asphalt roofing material, fasteners, glue, coverings, or chemical treatment and other non-wood materials. Nails and screws are acceptable.

Wood Waste - Contaminated means organic wood treated with preservatives such as chromated copper arsenate (CAA), aromatic hydrocarbons (PAHs), and ammonium copper arsenate (ACA) to prevent rotting. Also includes wood with heavy coats of paint or other surface treatments. Does not include creosote treated wood, plastic laminated material, vinyl surface covered material or fibre-cement siding.

Yard Waste - Residential means organic materials originating from yard and garden management, maintenance or repair at residential properties delivered to a **Facility** by the occupier or owner of a residential property including but not limited to: grass, lawn and hedge clippings, flowers, weeds, pine needles, pine cones, leaves, shrubs, and shrub and tree branches (less than 20.32 centimeters or 8 inches equivalent in diameter), but does not include: tree stumps, branches greater than 20.32 centimeters or 8 inches equivalent in diameter, **Noxious Weeds**, **Infested Vegetation**, rocks, sand, soil, sod, or fruit or vegetable material.

Yard Waste - Commercial means organic material originating from yard and garden management, maintenance or repair at residential, commercial, institutional or industrial properties delivered to a **Facility** by a landscape contractor or business, including but not limited to grass, lawn and hedge clippings, flowers, weeds, pine needles, pine cones, leaves, shrubs, and shrub and tree branches (less than 20.32 centimeters or 8 inches equivalent in diameter) and material which originates from residential horticulture activities, but does not include: tree stumps, branches greater than 20.32 centimeters or 8 inches equivalent in diameter, **Noxious Weeds**, **Infested Vegetation**, rocks, sand, soil, sod, or fruit or vegetable material.

- 2.1 Words or phrases defined in the *British Columbia Interpretation Act*, *Community Charter*, or *Local Government Act* or any successor legislation shall 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 this section 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 2.
- 2.2 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting the scope or the intent of the provisions of this Bylaw.
- 2.3 If a division, 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.

2.4 Any act or enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time, and any bylaw referred to herein (as may be cited by short title or otherwise) is a reference to an enactment of the Regional District, as amended, revised, consolidated or replaced from time to time.

2.5 The following schedules are hereby made and declared to be integral parts of this Bylaw are attached to and form part of this Bylaw and are enforceable in the same manner as this Bylaw:

SCHEDULE "A"	User Fees and Penalties
SCHEDULE "B"	Controlled Waste
SCHEDULE "C"	Prohibited Waste
SCHEDULE "D"	Customer Accounts
SCHEDULE "E"	Refuse/Unable to Pay Proceedure

3. REGULATIONS AND CONDITIONS OF USE

3.1 The **Regional District** hereby authorizes **Site Operators, Regional District Personnel** or **Officers** to enforce such rules governing the use of a **Facility** and/or provide directions to users of the **Facility** which are consistent with this Bylaw and which are necessary or convenient for the efficient and lawful operation of the **Facility**.

3.2 Every **Person** depositing **Municipal Solid Waste** at a **Facility** shall comply with and abide by:

- (a) the terms and conditions of this Bylaw; and
- (b) all rules and directions of the **Site Operator, Regional District Personnel, or Officer** whether such rules or directions are in the form of signage, written or verbal instructions, including, but not limited to the Regulations and Conditions of Use set out in Section 3.

3.3 The **Regional District** hereby establishes and imposes the **User Fees** set out in SCHEDULE "A" attached hereto.

3.4 Every **Person** depositing **Municipal Solid Waste** at a **Facility** shall pay the applicable **User Fees** to the **Regional District**.

3.5 The **Board** or **Director** may designate days or times during which **User Fees** shall not be payable under this Bylaw.

3.6 In the event a weigh scale is not present or not operational, the **Site Operator** shall charge **User Fees** in accordance with the volume based rates set out in SCHEDULE "A" attached hereto.

3.7 **User Fees** are payable to the **Regional District** by:

- (a) **Eco-Card** or customer account at **Facilities** without a point-of-sale machine.
- (b) Debit card, credit card (Visa/Master Card), **Eco-Card** or customer account at **Facilities** with a point-of-sale machine.

- (c) In the event the point-of-sale machine is temporarily out of order, payment can be made with an **Eco-Card** or credit card imprint. The credit card imprint charge will be processed when the point-of-sale machine is functional.
- 3.8 Customer accounts may only be used in accordance with the provisions of SCHEDULE "D" attached hereto.
- 3.9 No **Person** shall deposit **Prohibited Waste** at a **Facility**.
- 3.10 No **Person** shall **Bully/Harass** any Customer, **Visitor**, **Site Operator**, **Regional District Personnel**, or **Officer**. A **Site Operator**, **Regional District Personnel**, or **Officer** may order any person deemed to be **Bullying/Harassing** to leave the **Facility** and/or be banished from use of **Facilities** at the discretion of the **Director** or designate.
- 3.11 No **Person** shall deposit **Controlled Waste** at a **Facility** except in accordance with the **Facility** restrictions/requirements and the specifications set out in SCHEDULE "B" attached hereto. In addition to specifications set out in SCHEDULE "B" the **Director** or designate may control the quantity of materials accepted at sites depending on available bin or storage capacity.
- 3.12 **Site Operators** and/or **Regional District Personnel** have the authority to determine the location where **Municipal Solid Waste** brought into a **Facility** is to be placed. This includes bins, cribs, collection areas and **Landfills**. **Loads** may be rejected based on assessment if there is no available capacity in collection areas.
- 3.13 **Site Operators** and/or **Regional District Personnel** have the authority to control certain waste types and the quality of such waste types that is allowable at **Facilities** with varying bin and collection area capacity.
- 3.14 No **Person** shall enter a **Facility** while it is closed without prior consent from the **Regional District**.
- 3.15 No **Person** shall cause contamination of stockpiles of waste materials or recycling material.
- 3.16 No **Person** shall operate a **Vehicle** in a **Facility** exceeding the posted speed limit or in a manner deemed to be dangerous or damaging by a **Site Operator**, **Regional District Personnel**, or **Officer**. Operating a **Vehicle** in a dangerous manner may include, but is not limited to: driving too close to equipment or personnel. Operating a **Vehicle** in a damaging manner may include accelerating onto the weigh scale and applying brakes forcefully, or accelerating quickly from a stopped position on the scale causing excess motion to the scale deck.
- 3.17 No **Person** shall operate a **Vehicle** in a **Facility** with an **Unsecured Load**.
- 3.18 Any **Person** entering a **Facility** must, upon request, produce **Valid Identification**.
- 3.19 In the event of a discrepancy in the interpretation of these **Site Regulations** and this Bylaw between a **Person** depositing **Municipal Solid Waste** at a **Facility** and the **Site Operator**, the **Site Operator** shall have the authority to make the final **Decision**.
- 3.20 All material deposited at a **Facility** becomes the property of the **Regional District**. No **Person** shall remove or salvage any material deposited at a **Facility**.

- 3.21 No **Person** shall light, smoke or vape any cigarette, cigar, or pipe within the boundaries of a **Facility**.
- 3.22 No **Visitor** shall enter a **Facility** without first checking-in at the **Facility** office with the **Site Operator**.
- 3.23 No **Person** shall ignite a fire or cause a fire to be ignited at any **Facility** or bring any burning materials or hot ashes to a **Facility**.
- 3.24 No **Person** shall discharge any firearm at a **Facility**, except as permitted under an applicable enactment and prearranged by the **Director**, for example, as may be necessary to control wildlife.
- 3.25 Children under the age of 13 years or pets are not permitted at **Facilities**, except when they remain within the confines of a **Vehicle**. Children under the age of 13 years are permitted in the Recycle BC area under the direct supervision of an adult.
- 3.26 Without written approval of the **Director**, no **Person** shall remain at a **Facility** longer than is required to deposit **Municipal Solid Waste** or conduct other business related to **Facility** operation.
- 3.28 Any **Person** who violates any of the provisions of this Bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this bylaw, or who neglects to do or refrains from doing anything required to be done by any provision of bylaw commits an offence against this bylaw and is subject to:
- (a) a fine in accordance with the *TNRD Notice Enforcement Bylaw* if an information respecting the violation is laid by means of a ticket;
 - (b) upon summary conviction, a fine not exceeding \$10,000 and the costs of prosecution or imprisonment for not more than six (6) months or both;
 - (c) a penalty in accordance with the *Local Government Bylaw Notice Enforcement Act* and the *Regional District Notice Enforcement Bylaw* if a bylaw notice is issued respecting the violation; or
 - (d) any combination of the above.
- 3.29 Notwithstanding any other provision of this Bylaw, any **Person** who contravenes this Bylaw and causes damage to a **Facility** shall be responsible to pay all costs associated with remediation of the **Facility**.
- 3.30 A separate offence shall be deemed to be committed upon each event or day during and in which a contravention occurs or continues.

4 INSPECTIONS

4.1 An **Officer, Site Operator or Regional District Personnel** may inspect any **Load** entering a **Facility** for the purposes of determining:

- (a) compliance with this Bylaw; or
- (b) the nature of the contents of the waste contained in the load for the purpose of a waste audit.

5 REPEAL

5.1 Bylaw No. 2465 cited as "Solid Waste Management Facilities Bylaw No. 2465, 2014" together with Bylaw No. 2506 cited as "Solid Waste Management Facilities Amendment Bylaw No. 2506, 2015" are hereby repealed.

READ A FIRST TIME this _____ day of _____, 2019.

READ A SECOND TIME this _____ day of _____, 2019.

READ A THIRD TIME this _____ day of _____, 2019.

ADOPTED this _____ day of _____, 2019.

Corporate Officer

Chair

SCHEDULE "A" TO BYLAW NO. 2681

1. USER FEES – WEIGHT BASED

The **User Fees** for **Disposal of Municipal Solid Waste** at a **Facility** as measured by mass on the scale operated by the **Site Operator** are as follows:

Material Type	Fee	Unit Rate	Minimum Charge
Refuse			
Bagged Refuse	\$1	Each	\$1
Refuse	\$80	Tonne	\$4
Demolition, Renovation and Construction (DRC) Waste			
Burned Material*	\$160	Tonne	\$8
Demolition, Renovation, and Construction (DRC)*	\$160	Tonne	\$8
Asbestos Containing Material*	\$230	Tonne	\$11.50
Source Separated DRC Waste			
Asphalt Shingles	\$100	Tonne	\$5
Concrete & Asphalt*	\$20	Tonne	\$1
Wood Waste	\$100	Tonne	\$5
Other Waste Types			
Yard Waste-Commercial	\$40	Tonne	\$2
Yard Waste-Residential	\$0	-	-
Controlled Waste			
Bulky Waste*	\$160	Tonne	\$8
Clean Fill*	\$0	-	-
Excluded ODS-Containing Products*	\$15	Each	\$15
Large Dead Animal*	\$150	Each	\$150
Land Clearing Debris*	\$160	Tonne	\$8
Noxious Weeds*	\$80	Tonne	\$1/Bag
Small Dead Animal*	\$80	Tonne	\$4
Recyclable Material			
IC&I Recycling	\$80	Tonne	\$4
Mattress/Boxspring	\$15	Each	\$15
Provincial Product Stewardship Material	\$0	-	-
Propane Tanks	\$0	-	-
Scrap Metal	\$0	-	-
Tire on Rim	\$5	Each	\$5
Other Charges			
Scale Use Weight Check Request	\$5	Ticket	\$5

*denotes a Controlled Waste – See Schedule "B"

SCHEDULE "A" TO BYLAW NO. 2681

2. USER FEES – VOLUME BASED

The **User Fees** for **Disposal of Municipal Solid Waste** at a **Facility** as measured by volume based on assessment by the **Site Operator** are as follows:

Passenger Vehicles & Trucks	Refuse	DRC Waste*	Source Separated DRC		
			Asphalt Shingles	Wood Waste	Concrete & Asphalt*
Passenger vehicles	\$5.00	\$10.00	\$10.00	\$5.00	\$10.00
<u>Small box pick-up</u>					
Full load or portion thereof	\$5.00	\$15.00	\$15.00	\$5.00	\$15.00
With extended sides	\$10.00	\$30.00	\$30.00	\$10.00	\$30.00
<u>Full sized pick-up</u>					
Full load or portion thereof	\$10.00	\$30.00	\$30.00	\$10.00	\$30.00
With extended sides	\$20.00	\$60.00	\$60.00	\$20.00	\$60.00
Utility Trailers					
<u>Up to 8 ft long</u>					
Full load or portion thereof	\$10.00	\$30.00	\$30.00	\$10.00	\$30.00
With extended sides	\$20.00	\$60.00	\$60.00	\$20.00	\$60.00
<u>Up to 12 ft long</u>					
Full load or portion thereof	\$15.00	\$45.00	\$45.00	\$15.00	\$45.00
With extended sides	\$30.00	\$90.00	\$90.00	\$30.00	\$90.00
<u>Up to 16 ft long</u>					
Full load or portion thereof	\$20.00	\$60.00	\$60.00	\$20.00	\$60.00
With extended sides	\$40.00	\$120.00	\$120.00	\$40.00	\$120.00
Dump Trucks					
<u>Single Axle to 8 m³</u>					
Full load or portion thereof	\$80.00	\$200.00	\$200.00	\$80.00	\$200.00
<u>Tandem Axle to 10 m³</u>					
Full load or portion thereof	\$100.00	\$250.00	\$250.00	\$100.00	\$250.00
<u>Single Axle with pup to 15 m³</u>					
Full load or portion thereof	\$150.00	\$375.00	\$375.00	\$150.00	\$375.00
<u>Tandem Axle with pup to 20 m³</u>					
Full load or portion thereof	\$200.00	\$500.00	\$500.00	\$200.00	\$500.00
Cubic meter rate for loads not meeting the vehicle size criteria above.	\$10	\$20	\$20	\$10	\$20
Material Type	Fee	Unit Rate			
Bagged Refuse	\$1	Bag			
Yard Waste – Commercial	\$5	Cubic meter			
Yard Waste - Residential	\$0	-			

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Controlled Waste		
Excluded ODS-Containing Products*	\$15	Each
Land Clearing Debris*	\$20	Cubic meter
Noxious Weeds*	\$10	Cubic meter
Small Dead Animal*	\$1	Bag
Recyclable Material		
IC&I Recycling	\$1	Bag
Mattress/Boxspring	\$15	Each
Provincial Product Stewardship Material	\$0	-
Propane Tanks	\$0	-
Scrap Metal	\$0	-

SCHEDULE "B" TO BYLAW NO. 2681

CONTROLLED WASTE

Controlled Waste	Specifications
Animal Feces	<ul style="list-style-type: none">• Must be double bagged at transfer stations and eco-depots;• Direct to Landfill if unbagged.
Asbestos Containing Material	<ul style="list-style-type: none">• Accepted at Landfills only;• Requires written approval of the Director or designate;• Forty-eight (48) hours prior notice must be given to the Regional District for disposal;• Special handling fees may apply;• Material must be deposited a minimum of one hour before closing time;• Material must be saturated with water and put into a non-leaking, sealed drum, or if it is dry the asbestos is placed within a 6 millimeter plastic bag which is sealed within a non-reusable drum or a second 6 millimeter plastic bag;• Site restrictions may apply.
Burned Material	<ul style="list-style-type: none">• Material requires verbal or written approval of the Director or designate;• Special handling fees may apply;• Site restrictions may apply.
Biosolids	<ul style="list-style-type: none">• Accepted at Landfills only;• Material requires written approval of the Director or designate;• Only biosolids generated from within the Regional District will be considered for acceptance;• Special handling fees may apply;• Site restrictions may apply.
Bulky Waste	<ul style="list-style-type: none">• Material requires verbal or written approval of the Director or designate;• Forty-eight (48) hours prior notice must be given to the Regional District for Disposal;• Special handling fees may apply;• Material must be deposited a minimum of one hour before closing time;• Site restrictions may apply.
Clean Fill	<ul style="list-style-type: none">• Accepted at Landfills only;• Requires verbal or written approval of the Director or designate;• Commercial loads require a manifest.
Concrete & Asphalt	<ul style="list-style-type: none">• Facility and Load Size Restrictions may apply;• At Facilities with bins/trailers acceptable quantities are limited to one load per customer and only if bin capacity is available;

Controlled Waste	Specifications
Concrete & Asphalt	<ul style="list-style-type: none"> • Pieces must not exceed 0.28 square meters or 3 square feet equivalent with rebar protruding no more than 15 centimeters or 6 inches equivalent. • At Facilities with compounds pieces must not exceed 0.56 square meters or 6 square feet equivalent with rebar protruding no more than 15 centimeters or 6 inches equivalent.
Condemned Foods (> 2 m³)	<ul style="list-style-type: none"> • Condemned Foods in quantities less than two cubic meters (2 m³) is not considered Controlled Waste; • Condemned Foods in quantities greater than two cubic meters (2 m³) is Controlled Waste; • Material requires verbal or written approval of the Director or designate; • Forty-eight (48) hours prior notice must be given to the Regional District for disposal; • Special handling fees may apply; • Material must be deposited a minimum of one hour before closing time; • Site restrictions may apply.
Contaminated Soil	<ul style="list-style-type: none"> • Material requires verbal or written approval of the Director or designate; • Forty-eight (48) hours prior notice must be given to the Regional District for disposal; • Special handling fees may apply; • Material must be deposited a minimum of one hour before closing time; • Only hydrocarbon contaminated soils with contamination levels that are less than Commercial as per Schedules 4 and 5 of the <i>Contaminated Sites Regulation</i> (BC Reg. 97/2011) will be accepted; • Site restrictions may apply.
Creosote Treated Wood	<ul style="list-style-type: none"> • Material requires verbal or written approval of the Director or designate; • Special handling fees may apply; • Site restrictions may apply.
Excluded ODS-Containing Products	<ul style="list-style-type: none"> • Includes all Excluded Products listed in MARR's online Product List and Definitions; • Special handling fees may apply depending on product type; • Site restrictions may apply.
Small Dead Animals	<ul style="list-style-type: none"> • Must be double bagged.
DRC Waste	<ul style="list-style-type: none"> • Site restrictions may apply.

Controlled Waste	Specifications
Dusty Material	<ul style="list-style-type: none"> • Must be double bagged; • Site restrictions may apply.
Industrial Waste	<ul style="list-style-type: none"> • Material requires verbal or written approval of the Director or designate; • Special handling fees may apply; • Site restrictions may apply.
Infested Vegetation	<ul style="list-style-type: none"> • Material must be double bagged; • Material must be labeled with flagging ribbon or other highly visible material; • Material is considered Refuse and User Fees apply.
Large Dead Animals and Stock	<ul style="list-style-type: none"> • Accepted at Landfills only; • Material requires verbal or written approval of the Director or designate; • Forty-eight (48) hours prior notice must be given to the Regional District for disposal; • Special handling fees apply; • Material must be deposited a minimum of one hour before closing time; • Site restrictions apply.
Land Clearing Debris	<ul style="list-style-type: none"> • Site restrictions may apply based on size/weight of Land Clearing Debris Load and available bin capacity at Facilities.
Load Size Restriction	<ul style="list-style-type: none"> • The Director or designate reserves the right to refuse any Load for Disposal if it's quantity would exceed the capacity of a stock-pile or there is no bin capacity on site to accept the material.
Metal Drums and Tanks	<ul style="list-style-type: none"> • Material must be cut open and free of any Free Liquids or contamination; • Non-removeable top units must be cut off.
Noxious Weeds	<ul style="list-style-type: none"> • Material must be bagged; • Material is considered Refuse and User Fees apply but may be charged to the Noxious Weed Charge Account with Regional District approval.
Out of Region Waste	<ul style="list-style-type: none"> • Material requires verbal or written approval of the Director or designate; • Forty-eight (48) hours prior notice must be given to the Regional District for disposal; • Special handling fees may apply.
Sharps - Residential Quantities	<ul style="list-style-type: none"> • Material must be contained in a hard sealed plastic container.
Waste Not Defined As Municipal Solid Waste	<ul style="list-style-type: none"> • May be accepted at the discretion of the Director or designate.

SCHEDULE "C" TO BYLAW NO. 2681

PROHIBITED WASTE

1. Auto Hulks
2. Biomedical Waste
3. Free Liquids
4. Hazardous Waste¹
5. PCBs
6. Radioactive Waste
7. Specified Risk Material (SRM)
8. Waste on Fire or Smoldering
9. Any material prohibited for landfilling

Except Asbestos and only if Disposed in Accordance with Regional District Asbestos Protocol.

SCHEDULE "D" TO BYLAW NO. 2681

CUSTOMER ACCOUNTS POLICY

1. Organizations that incur **User Fees** in excess of \$50 per month or per **Load** may apply to the **Regional District** for a credit account by completing a Regional District Application for Tipping Account form.
2. Exemptions from the requirement in item 1. above will be limited to:
 - (a) Province of British Columbia, departments or agencies clearly identified;
 - (b) Government of Canada, departments or agencies clearly identified;
 - (c) Other Municipalities, Towns, Villages, and Districts, and First Nations Bands.
3. Completed Application forms will be forwarded to the **Regional District** Finance Department for processing and approval.
4. Customer invoices will be generated monthly, and will be payable within 30 days of the invoice date.
5. Customers with accounts in arrears after 30 days will be subject to a service charge at the rate equal to the prime rate of interest posted by the Royal Bank of Canada, plus three percent (3%) annually.
6. Customers with accounts in arrears after 45 days will be contacted requesting payment within 15 days. Customers who fail to remit payment within 60 days will be contacted and advised that they will not be permitted to dispose **Municipal Solid Waste** or recyclable material at any **Regional District Facility** pending payment in arrears.
7. If the account holder fails to pay the **Regional District** all fees owing in full within 60 days of the invoice date, the **Regional District** may withhold monies equivalent to those charges, plus interest, from the account holder under a separate contract, agreement or offer between the **Regional District** and the account holder. Failure to pay after 60 days will result in cancellation of disposal privileges.
8. Upon full payment of the outstanding balance, including service charges, disposal privileges will be reinstated on a Cash On Demand (COD) basis.
9. Credit privileges may be reinstated to a customer charge account that is on COD basis after a three month period without incident, at the discretion of the **Director** or designate.
10. Customer accounts falling 60 days past due a second time will be placed on COD for a period of three years, once the outstanding balance has been paid in full. After three years, the credit account will be reconsidered at the discretion of the **Director** or designate.
11. At the discretion of the **Director** or designate, accounts that are 180 days in arrears will be sent to external collection agencies.

SCHEDULE "E" TO BYLAW NO. 2681

UNABLE OR REFUSES TO PAY

1. If a **Person** using a **Facility** is unable to pay the applicable **User Fee(s)** to the **Regional District** they may return to the **Facility** within ten days to pay their outstanding **User Fee(s)**.
2. Failure to return to a **Facility** within 10 working days to pay outstanding **User Fee(s)** will result in **Regional District** issuing an invoice for the outstanding **User Fee(s)**.
3. Invoices will be in the amount of the outstanding **User Fee(s)** plus an administration fee of \$20 per invoice.
4. Invoices are payable within thirty days (30) of the invoice date.
5. Failure to pay the invoice within thirty (30) days will be considered a refusal to pay and subject to the penalty as set out in the **Regional District's Notice Enforcement Bylaw**.
6. Failure to pay the invoice within thirty (30) days will result in a service charge equal to the prime rate of interest posted by the Royal Bank of Canada, plus three percent (3%) annually.
7. Any **Person** with unpaid invoices after forty five (45) days will be contacted requesting payment within fifteen (15) days. A **Person** who fails to remit payment within sixty (60) days will be contacted and advised that they will not be permitted to **Dispose Municipal Solid Waste** or recyclable material at any **Regional District Facility** pending payment in arrears.
8. Failure to pay within 180 days will result in amount owing being sent to an external collection agency.