

**REGIONAL DISTRICT OF KITIMAT-STIKINE**  
**Bylaw No. 674**

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A bylaw to regulate the collection of garbage, organic materials and recyclable materials within the Regional District of Kitimat-Stikine.

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**WHEREAS** pursuant to the "Kitimat-Stikine Solid Waste and Recyclable Material Management Service Establishment Amendment Bylaw No 581, 2010", the Regional District of Kitimat-Stikine is authorized to provide a service for the collection of garbage, organic materials and recyclable materials;

**AND WHEREAS** the Board of Directors of the Regional District of Kitimat-Stikine has determined that a Regional Collection Service should be implemented for certain areas and classes of land within the Regional District;

**NOW THEREFORE** the Board of the Regional District of Kitimat-Stikine, in open meeting assembled, enacts as follows:

1. **Citation**

1.1 This Bylaw may be cited for all purposes as the "Kitimat-Stikine Terrace Area Solid Waste and Recycling Collection Service Rates and Regulations Bylaw No. 674, 2016".

1.2 Short title - This Bylaw may also be cited as "Waste Collection Bylaw 674".

2. **Definitions**

For the purposes of this Bylaw, unless the context otherwise requires:

**"Administrator"** means the person appointed to that position pursuant to the Appointment of Officers Bylaw;

**"Appointment of Officers Bylaw"** means the Regional District's Appointment of Officers Bylaw No. 469, 2000, as amended or replaced;

**"Assistant Solid Waste Services Coordinator"** means the person appointed to that position by the Administrator;

**"Attractant"** means any substance which could reasonably be expected to attract wildlife or does attract wildlife, including but not limited to pet food, bird feed, grease, salt, or chemical products.

**"Bi-Weekly Collection Service"** means the scheduled collection of Garbage once in every two-week period, and the scheduled collection of Recyclable Materials once in every two-week period.

**"Board"** means the Board of Directors of the Regional District.

**"Cardboard and Paper Products"** means newspapers and flyers, magazines, catalogues, telephone books, paper gift wrap and greeting cards, writing paper, office

paper, envelopes, corrugated cardboard, boxboard, kraft paper, and multi-layer paper bags, but does not include waxed cardboard or plastic coated cardboard, materials that are impregnated with blood, grease, oil, chemicals, or food residue, materials that have polyethylene, polystyrene, foil or other non-paper liners or attachments, or materials that are contaminated with any substance that will render them non-marketable.

**"Collection Assistance Program"** means the program referred to in section 9.1.

**"Collection Day"** means, subject to section 18.1, any day designated for collection from Residential Units under section 20.2(c).

**"Collection Period"** means a period of regular collection, either weekly or bi-weekly, as set out in this Bylaw.

**"Collection Service"** means the service for the collection, removal, management and disposal of Residential Waste from Residential Units implemented under section 3.

**"Contractor"** means the person or persons under contract to the Regional District to collect Garbage, Organic Materials, and/or Recyclable Materials on behalf of the Regional District.

**"Dwelling Unit"** means one or more rooms for residential occupancy connected together with facilities for living, sleeping, cooking and having a separate entrance, and includes a Manufactured Home.

**"Exempt Residential Unit"** means a Residential Unit exempted from the Regional Collection Service under section 20.2(a).

**"Extended Producer Responsibility Materials" or "EPR Materials"** means materials regulated under the *Recycling Regulation*, B.C. Reg. 449/2004.

**"Garbage"** means discarded matter including refuse, waste, noxious, offensive and unwholesome materials, but does not include Recyclable Materials or Organic Materials.

**"Garbage Container"** means a rigid container, used for the purpose of the Collection Service, of not more than 121 litres capacity, not more than 23 kilograms gross weight, and having a secure, non-hinged lid that suppresses odours and deters access to the contents by wildlife without the use of ropes, strings, bungee cords, straps, string, or other such devices.

**"Garbage Tag"** means a tag in a form prescribed by the Manager, Works and Services intended for attachment to the contents of a Garbage Container that exceeds the limit for the Collection Period.

**"Kitchen Waste"** includes dairy products, egg shells, fruit and vegetable scraps, meat, bones, fish, seafood shells, noodles, rice, beans, grains, and bread, small amounts of oil and fat (soaked in paper towel or newspaper), teabags, coffee grounds, and filters.

**"Kraft Bag"** means a bag made from readily compostable Kraft paper, specifically designed to hold yard and garden waste.

**“Manager”** means the Manager, Works and Services appointed by the Administrator, or, where that person is absent or unable to act, the Administrator.

**“Manufactured Home”** has the meaning prescribed in the *Manufactured Home Park Tenancy Act*.

**“Manufactured Home Park”** has the meaning prescribed in the *Manufactured Home Park Tenancy Act*.

**“Medical Waste Exemption Program”** means the program referred to in section 11.1.

**“Multi-Family Building”** means a building in which five (5) or more Residential Units are located.

**“Non-Residential Waste”** means any discarded matter, including refuse, waste, noxious, offensive and unwholesome materials, Garbage, Organic Materials, Recyclable Materials, and Prohibited Materials, produced by or resulting from any trade, business, or commercial, industrial or institutional activity.

**“Organic Materials”** means vegetative matter, food processing waste, garden waste, Kitchen Waste and other organic wastes that can be composted, and includes food, tissues, paper towels, food soiled paper, waxed cardboard, leaves, grass, small twigs, chipped tree waste, tree branches less than 75 millimetres in diameter, and compostable structural wood waste.

**“Organics Container”** means a rigid container, used for the purpose of the Collection Service, visually distinct from a Garbage Container and a Recycling Container, of not more than 99 litres capacity, not more than 23 kilograms gross weight, that is used for the temporary storage of Organic Materials awaiting collection, having a secure, non-hinged lid that suppresses odours and deters access to the contents by wildlife without the use of ropes, bungee cords, straps, string, or other such devices.

**“Prohibited Materials”** means those types of waste listed in Schedule “A”.

**“Recyclable Materials”** means Cardboard and Paper Products, rigid plastic containers, polycoat containers, aseptic boxes and cartons, and metal packaging.

**“Recycling Container”** means a rigid container, used for the purpose of the Collection Service, visually distinct from a Garbage Container and an Organics Container, of not more than 121 litres capacity, not more than 23 kilograms gross weight, that is used for the temporary storage of Recyclable Materials awaiting collection, having a secure, non-hinged lid that suppresses odours and deters access to the contents by wildlife without the use of ropes, strings, bungee cords, straps, string, or other such devices.

**“Regional District”** means the Regional District of Kitimat-Stikine.

**“Residential Unit”** means any Dwelling Unit in the Service Area, including a single family detached dwelling, each Dwelling Unit of a duplex, triplex or quadruplex, and a Manufactured Home whether or not it is located in a Manufactured Home Park, as well as all Dwelling Units in a Multi-Family Building where the Multi-Family Building has opted into the Collection Service under Section 6.1, but does not include any units in a Multi-Family Building where the Multi-Family Building has not opted into the Collection



Service, a vacant lot, or an Exempt Residential Unit.

**“Residential Waste”** means Garbage, Organic Materials and Recyclable Materials generated by the occupants of Residential Units, but does not include Prohibited Materials or Non-Residential Waste.

**“Service Area”** means the parts of the Regional District which are to be provided with the Collection Service, as illustrated on the map in Schedule “B”.

**“Solid Waste Services Coordinator”** means the person appointed to that position by the Administrator and, unless specifically provided otherwise, includes the Assistant Solid Waste Services Coordinator, or, where those persons are absent or unable to act, the Manager.

**“Statutory Holiday”** means the following days, and any other day that may be deemed a statutory holiday by the *Employment Standards Act* (British Columbia):

- |                   |                           |
|-------------------|---------------------------|
| 1. New Year's Day | 6. Civic Holiday (BC Day) |
| 2. Family Day     | 7. Labour Day             |
| 3. Good Friday    | 8. Thanksgiving Day       |
| 4. Victoria Day   | 9. Remembrance Day        |
| 5. Canada Day     | 10. Christmas Day.        |

**“Waste Container”** means a Garbage Container, Organics Container or Recycling Container.

**“Weekly Collection Service”** means the scheduled collection of Organic Materials on a weekly basis.

**“Wildlife”** includes but is not limited to bears, birds, cougars, coyotes, wolves, foxes, raccoons, dogs and skunks.

**“Working Day”** means any day other than Saturday, Sunday or a Statutory Holiday.

### 3. **Implementation of Collection System**

- 3.1 There is hereby implemented throughout the Service Area a Collection Service for the collection, removal, management and disposal of Residential Waste from Residential Units.

### 4. **Mandatory Service**

- 4.1 Every owner or occupier of a Residential Unit located within the Service Area shall use the Collection Service for the collection, removal, management and disposal of Residential Waste generated in the Residential Unit.

### 5. **Optional Service to Vacant Lots**

- 5.1 The owner or occupier of a vacant lot within the Service Area zoned for residential use may, by written request to the Manager, opt to receive the Collection Service at such vacant lot. The Manager may grant the request, or deny the request, having regard to all relevant circumstances, including the

remoteness of the vacant lot, topography of the land, and availability of public roads.

- 5.2 Where the Manager grants a request under section 5.1, such vacant lot shall be deemed to be a Residential Unit for purposes of this Bylaw effective on the date determined by the Manager.

6. **Optional Service to Multi-Family Buildings**

- 6.1 The owner or manager of a Multi-Family Building within the Service Area may, by written request to the Manager, opt to receive the Collection Service at such Multi-Family Building. The Manager shall consider, and shall either grant or deny the request, having regard to all the circumstances, including the reasonableness of the cost to the Regional District associated with providing the Collection Service to the Multi-Family Building, and the ability of the Contractor to provide the Collection Service with respect to vehicle capacity and compatibility with suitably sized Waste Containers.
- 6.2 Where the Manager grants a request under section 6.1, each Dwelling Unit in the Multi-Family Building shall be deemed to be a Residential Unit for purposes of this Bylaw effective on the date determined by the Manager.
- 6.3 The size and weight restrictions, and lid requirements of Waste Containers may be varied by the Manager in the case of Multi-Family Buildings in order to permit efficient service. Waste Containers must meet requirements specified by the Manager, as may be determined in consultation with the Contractor.

7. **Prohibited Materials**

- 7.1 The Collection Service may be used only for the collection, removal, management and disposal of Residential Waste.
- 7.2 No person shall place any Non-Residential Waste in a Waste Container.
- 7.3 No person shall place any Prohibited Materials in a Waste Container.
- 7.4 No person shall place any of the following in a Garbage Container:
- (a) Organic Materials;
  - (b) Recyclable Materials;
  - (c) wet Garbage, unless it has been drained of excess moisture and wrapped in a suitable waterproof material before being placed in the Garbage Container;
  - (d) liquid in free form;
  - (e) solids or greases which may adhere to the garbage collection vehicle body, unless they are wrapped in a waterproof covering or placed in a sealed container;

- (f) Attractants other than Organic Materials, unless they are sealed in a bag or other container that does not leak.

7.5 No person shall use an Organics Container for any purpose other than the deposit and accumulation of Organic Materials, and without limiting the generality of the foregoing, no person shall place Garbage or Recyclable Materials in an Organics Container.

7.6 No person shall use a Recycling Container for any purpose other than the deposit and accumulation of Recyclable Materials, and without limiting the generality of the foregoing, no person shall place Garbage or Organic Materials in a Recycling Container.

## 8. **Handling of Waste and Containers**

8.1 Every owner or occupier of a Residential Unit served by the Collection Service shall:

- (a) place all Residential Waste in Waste Containers in accordance with this Bylaw;
- (b) place all Garbage in waterproof bags before placing it in Garbage Containers;
- (c) place all Recyclable Materials in clear or translucent bags before they are placed in Recycling Containers;
- (d) by 8:00 a.m. on Collection Day, but not earlier than 10:00 p.m. on the day before Collection Day, place any Organics Containers, Garbage Containers, or Recycling Containers, as the case may be, in full view, at ground level and within two (2) metres of the travelled portion of the roadway serving the Residential Unit, without obstructing vehicle or pedestrian traffic;
- (e) where the Manager has designated a location for placement of Waste Containers other than the location specified in section 8.1(d), place Waste Containers in the alternate location designated by the Manager;
- (f) where the resident of a Residential Unit has been accepted into the Collection Assistance Program, place Waste Containers in the location designated by the Manager;
- (g) ensure that empty Waste Containers and any uncollected materials are removed from the collection point no later than 10:00 p.m. on the Collection Day;
- (h) maintain all Waste Containers in good condition and replace any which become damaged or dangerous to persons handling them;
- (i) pick up and properly bag any loose Garbage or Recyclable Materials that may be scattered by Wildlife, wind, or other causes;
- (j) pick up and properly contain any loose Organic Materials that may be

scattered by Wildlife, wind, or other causes;

- (k) refrain from compressing Residential Waste into any container in a manner that will inhibit the materials from falling freely into the collection vehicle during the regular emptying process;
- (l) keep Waste Containers on the property which they are intended to service at all times, and shall at no time place any Waste Container upon, or permit any Waste Container to encroach upon or project over any street, lane or public place, except as permitted or required pursuant to subsection 8.1(e) or (f) of this Bylaw.

## 9. Collection Assistance Program

9.1 Where the owner or occupier of a Residential Unit has a physical disability that prevents that person from moving Waste Containers to and from the collection location required under this Bylaw, that person may make an application to the Manager to be included in the Collection Assistance Program.

9.2 The following conditions apply to the Collection Assistance Program:

- (a) the person applying (the "applicant") must have a temporary or permanent physical disability that prevents the applicant from moving Waste Containers to and from the collection location required under this Bylaw;
- (b) the applicant must be unable to reasonably rely upon the assistance of an able-bodied person to move Waste Containers to and from the collection location required under this Bylaw;
- (c) the applicant's disability must be verified in writing by a medical doctor;
- (d) the Manager may designate the location on the applicant's property where collection will occur;
- (e) Waste Containers intended for collection must be freely accessible by the Regional District and the Contractor and not be placed inside buildings or within locked areas;
- (f) the applicant must keep any driveway, walkway, or other means of access to and from the collection location free of snow, ice and obstructions;
- (g) the Regional District and the Contractor may enter onto the applicant's private property for the purpose of collection from Waste Containers;
- (h) an approved application for inclusion in the Collection Assistance Program is valid for one (1) year from the date of approval, and an applicant who wishes to continue in the Collection Assistance Program must re-apply prior to the expiry of the one (1) year period;
- (i) verification of an applicant's disability by a medical doctor is required

only once every two (2) years;

- (j) an applicant whose disability changes so that the applicant no longer qualifies for the Collection Assistance Program must notify the Manager.

9.3 Where the Manager is satisfied that a person meets the requirements specified in section 9.2, the Manager shall include that person in the Collection Assistance Program and shall designate the location for placement of Waste Containers.

## 10. Container Limits

- 10.1 Subject to section 10.2, each Residential Unit served by the Collection Service is limited to collection of one (1) Garbage Container per Collection Period.
- 10.2 Garbage in excess of one (1) Garbage Container per Collection Period will be picked up from a Residential Unit when a Garbage Tag is affixed to a bag of Residential Garbage that has been placed in a Garbage Container. The Garbage Tag must be clearly visible upon removal of the Garbage Container lid.
- 10.3 Each Residential Unit served by the Collection Service is limited to four (4) Garbage Containers with Garbage Tags per Collection Period, for a maximum total of five (5) Garbage Containers per Collection Period
- 10.4 Each Residential Unit served by the Collection Service is limited to two (2) Organics Containers containing food waste and/or garden waste per Collection Period, plus up to four (4) Kraft Bags containing Garden Waste only.
- 10.5 There is no limit on the number of Recycling Containers that may be set out per Collection Period.

## 11. Medical Waste Exemption Program

- 11.1 Where the owner or occupier of a Residential Unit has a medical condition that directly and routinely causes such person to produce Garbage in excess of the amount that can be accommodated by one (1) Garbage Container during the Collection Period, that person may make an application to the Manager for inclusion in the Medical Waste Exemption Program.
- 11.2 The following conditions apply to the Medical Waste Exemption Program:
  - (a) the person applying (the "applicant") must have a medical condition that directly and routinely causes the applicant to produce Garbage in excess of the amount that can be accommodated by one (1) Garbage Container during the Collection Period;
  - (b) the applicant's medical condition must be verified in writing by a medical doctor;
  - (c) where an application is approved, the applicant will be provided with fifty-two (52) Garbage Tags per calendar year without charge;



- (d) Garbage Tags will be issued twice per year in sets of twenty-six (26);
- (e) the number of Garbage Tags issued in the first instance will be pro-rated based on the date of approval of the application;
- (f) Garbage Tags issued to an applicant are only for the use of the applicant and must not be sold or transferred to any other person;
- (g) biomedical waste, including needles and blood, is not exempted from the definition of Prohibited Materials and is not permitted in Garbage;
- (h) an applicant whose medical condition changes so that the applicant no longer qualifies for the Medical Waste Exemption Program must notify the Manager and must return any unused Garbage Tags;
- (i) an applicant must notify the Manager of any change of address;
- (j) an approved application for inclusion in the Medical Waste Exemption Program is valid for one (1) year from the date of approval, and an applicant who wishes to continue in the Medical Waste Exemption Program must re-apply prior to the expiry of the one (1) year period;
- (k) verification of an applicant's medical condition by a medical doctor is required only once every two (2) years.

11.3 Where the Manager is satisfied that a person meets the requirements specified in section 11.2, the Manager shall include that person in the Medical Waste Exemption Program and shall issue the requisite number of Garbage Tags.

## 12. **No Collection Where Contrary to Bylaw**

12.1 Neither the Regional District nor its Contractor shall be obligated to collect any Residential Waste set out for collection contrary to the provisions of this Bylaw. Without limiting the foregoing, where a Waste Container contains any materials not permitted by this Bylaw, the Regional District and its Contractor may refuse to collect the entire contents of the Waste Container.

## 13. **Fees and Charges Imposed**

13.1 The fees and charges prescribed in Schedule "C" to this Bylaw are hereby imposed and levied on the owners of Residential Units within the Service Area.

13.2 The fees and charges imposed under this Bylaw are payable whether or not:

- (a) a Residential Unit is used or occupied;
- (b) the owner or occupier of a Residential Unit makes use of the Collection Service;
- (c) the Collection Service is interrupted or altered in any manner;
- (d) the owner or occupier of a Residential Unit receives a bill generated

pursuant to section 14.1.

14. **Billing**

- 14.1 The fees and charges payable under section 13.1 shall be billed semi-annually in advance on January 1 and July 1 each year and shall be due and payable by the date shown on the billing form, which date shall be not less than thirty (30) days from the date of billing.
- 14.2 The fees and charges billed by the Regional District under this Bylaw may be included on a common form with other rates or items which may be billed by the Regional District.
- 14.3 The fees and charges payable under section 13.1 will not apply to new Residential Units within the Service Area until actual occupancy. The fees and charges applicable to new Residential Units during the first year of service to those premises will be prorated on a daily basis.

15. **Overdue Fees and Charges**

- 15.1 To encourage prompt payment of fees and charges levied under section 13.1, an additional charge of ten percent (10%) shall be imposed on overdue fees and charges owing under this Bylaw, on the day immediately following the date they fall due.
- 15.2 A fee or charge imposed under this Bylaw which remains unpaid on December 31<sup>st</sup> in any year shall be deemed to be taxes in arrears on the land or real property on which the charge was imposed, and may be recovered as provided in the *Local Government Act*.

16. **Scavenging**

- 16.1 No person, except an owner or occupier of the Residential Unit that generated the Residential Waste, the Regional District, or its Contractor, shall remove from a Waste Container, or from an area adjacent to a Waste Container, any Residential Waste.

17. **Inspection**

- 17.1 The Manager, the Solid Waste Services Coordinator, the Assistant Solid Waste Services Coordinator and the Regional District's Contractor are authorized to open Waste Containers to inspect the contents for compliance with this Bylaw.

18. **Frequency of Collection**

- 18.1 There shall be no regularly scheduled collection on Saturdays, Sundays or Statutory Holidays. Where a regular Collection Day falls on a Statutory Holiday, the collection shall be made on the following Working Day.

19. **Collection of Other Wastes**

- 19.1 The Collection Service will not provide for the collection and disposition of any wastes other than Residential Waste. It is the responsibility of any owner or occupier of a Residential Unit to provide for the lawful collection and disposition of all other waste products.
- 19.2 Hazardous waste, as defined in the *Environmental Management Act*, must be disposed of by an owner or occupier of a Residential Unit in accordance with all applicable federal and provincial enactments including, without limitation, the provisions of the *Environmental Management Act* and regulations made thereunder.

20. **Administration**

- 20.1 The Manager is hereby authorized to administer this Bylaw.
- 20.2 Without limiting the generality of section 20.1, the Manager is hereby authorized to do the following:
- (a) Designate a Residential Premises as an Exempt Residential Unit, where the Manager is satisfied that the Contractor is unable to provide collection service having regard to all relevant circumstances, including the remoteness of the Residential Unit, topography of the land, and availability of public roads;
  - (b) Prescribe the form of Garbage Tags, and provide for the sale and distribution of Garbage Tags by the Regional District;
  - (c) Prescribe a schedule for Weekly Collection Service and Bi-Weekly Collection Service;
  - (d) Grant or deny a request by the owner or occupier of a vacant lot for inclusion in the Collection Service under section 5.1;
  - (e) Grant or deny a request by the owner or manager of a Multi-Family Building for inclusion in the Collection Service under section 6.1;
  - (f) Prescribe size and weight restrictions, and lid requirements of Waste Containers for Multi-Family Buildings under section 6.3;
  - (g) Designate, pursuant to subsection 8.1(e), for the period of time the Manager considers appropriate, an alternate location for placement of Waste Containers. Such designation may be at the request of the owner, occupier or manager of a Residential Unit or at the initiative of the Manager. The decision shall consider all relevant circumstances, including whether the location specified under section 8.1(d) is impracticable for the owner or occupier, the nature of the roadway, topography of the land, weather conditions, reasonableness of the cost associated with the location or the alternate location, and the ability of the Contractor to safely access the location or the alternate location;

- (h) Consider and, where warranted, approve applications for inclusion in the Collection Assistance Program under section 9.1;
- (i) Designate, pursuant to section 9.3, the location for placement of Waste Containers for owners or occupiers in the Collection Assistance Program, having regard to all relevant circumstances, including the nature of the owner or occupier's disability, the nature of the roadway, topography of the land, weather conditions, reasonableness of the cost associated with the location or the alternate location, and the ability of the Contractor to safely access the location or the alternate location.
- (j) Consider and, where warranted, approve applications for inclusion in the Medical Waste Exemption Program under section 11.1;
- (k) Establish application forms for the Collection Assistance Program and the Medical Waste Exemption Program, including the form of medical verification.

20.3 The Manager is hereby authorized to provide notice by mail to all Residential Units directly affected by the exercise of an authority under section 20.2, and to provide notice by any other means the Manager considers necessary or desirable.

## 21. **Right of Entry**

21.1 A Peace Officer, including a Bylaw Enforcement Officer, the Manager, the Solid Waste Services Coordinator, or the Assistant Solid Waste Services Coordinator shall have the right to enter at all reasonable times upon any property subject to the provisions of this Bylaw, for the purposes of ascertaining whether any requirement of this Bylaw or the regulations in this Bylaw are being observed.

## 22. **Violation and Penalty**

22.1 A person who contravenes this Bylaw shall, in addition to any other penalty imposed, pay any costs incurred by the Regional District to remediate or rectify that person's act or omission.

22.2 A person who contravenes this Bylaw, or who permits any act or thing to be done in contravention of this Bylaw, or who fails to do anything required by this Bylaw, commits an offence and shall be liable, upon conviction, to a fine of not less than One Hundred Dollars (\$100.00) and not more than Ten Thousand Dollars (\$10,000.00), the costs of prosecution and any other penalty or order imposed pursuant to the *Local Government Act* or the *Offence Act*. Each day that an offence against this Bylaw continues or exists shall be deemed to be a separate and distinct offence.

## 23. **Appeal**

23.1 A person directly affected by a decision made under this Bylaw by the Solid Waste Services Coordinator may file a written notice of appeal with the Manager.



- 23.2 A notice of appeal under section 23.1 must be filed with the Manager within thirty (30) days of the date of the decision being appealed.
- 23.3 Upon considering a decision under appeal, the Manager may:
- (a) confirm, reverse or vary the decision under appeal; or
  - (b) make any decision that the Manager considers appropriate.
- 23.4 A person directly affected by a decision made under this Bylaw by the Manager may file a written notice of appeal with the Administrator.
- 23.5 A notice of appeal under section 23.4 must be filed with the Administrator within thirty (30) days of the date of the decision being appealed.
- 23.6 Upon considering a decision under appeal, the Administrator may:
- (a) confirm, reverse or vary the decision under appeal; or
  - (b) make any decision that the Administrator considers appropriate.
- 23.7 A person for whom an appeal decision has been made under section 23.6 may further appeal the Administrator's appeal decision to the Board by filing a written notice of appeal with the Board.
- 23.8 A notice of appeal under section 23.7 must be filed with the Board within thirty (30) days of the date of the appeal decision being appealed.
- 23.9 Upon considering a matter under appeal, the Board may:
- (a) confirm, reverse or vary the decision under appeal; or
  - (b) make any decision that the Board considers appropriate.
- 23.10 An appeal under this Bylaw does not operate as a stay or suspend the operation of the decision being appealed unless the authority that has jurisdiction under this Bylaw to consider appeal of the decision decides otherwise.
- 23.11 Where a decision of the Administrator under section 23.6 is under appeal to the Board, the Board shall, at the request of the Administrator, permit the Administrator to have full party status at the appeal.

## 24. **Schedules**

- 24.1 The schedules annexed to this Bylaw shall be deemed to be an integral part of this Bylaw.

## 25. **Headings**

- 25.1 The headings in this Bylaw are inserted for convenience only, and shall not affect

the interpretation of any provision in it.

26. **Severability**

26.1 If any provision of this Bylaw is found to be invalid by a court of competent jurisdiction it may be severed from the Bylaw, and the remainder of the Bylaw shall continue in full force and effect.

27. **Repeal**

27.1 Kitimat-Stikine Solid Waste and Recycling Collection Service Rates and Regulations Bylaw No. 640, 2014 is hereby repealed.

28. **Effective Date**

28.1 This Bylaw shall take effect on the date of its adoption.

READ A FIRST TIME this 27<sup>th</sup> day of May, 2016.


READ A SECOND TIME this 27<sup>th</sup> day of May, 2016.

READ A THIRD TIME this 27<sup>th</sup> day of May, 2016.

APPROVED by the Minister of Environment on this 14<sup>th</sup> day of September, 2016.

ADOPTED this 16<sup>th</sup> day of September, 2016.

  
Chair

  
Administrator

**SCHEDULE "A"****Prohibited Materials**

The following wastes are not accepted for curbside collection:

- (a) any material which will become or is reasonably likely to become frozen to the container and incapable of being easily removed;
- (b) hot ashes, any waste material capable of starting fires, and highly flammable material;
- (c) explosive or highly combustible materials;
- (d) liquid wastes, including raw sewage or septic tank sludge;
- (e) biomedical and hazardous wastes, as defined by the Hazardous Waste Regulation;
- (f) industrial, manufacturing or trade waste, including any abandoned, condemned or rejected product or waste material, and stock of any wholesale or retail merchant;
- (g) rocks;
- (h) tree trunks and branches greater than 75 millimetres in diameter;
- (i) live creatures, carcasses or parts thereof, or any dog, cat, fowl, fish, or any other creature (with the exception of Kitchen Waste which is accepted as Organic Materials);
- (j) hay and straw contaminated with manure, and manure;
- (k) tires used for automobiles, trucks, trailers, motorcycles, bicycles, or any other mechanized equipment;
- (l) major appliances, large household furnishings and other bulky household wastes;
- (m) oversized items of any kind exceeding 60 centimetres in any dimension;
- (n) construction or demolition debris, except small quantities that fit in the Garbage Container; and
- (o) Extended Producer Responsibility Materials that are not included in the definition of Recyclable Materials.

CERTIFIED a true and correct copy of Schedule A  
to "Kitimat-Stikine Solid Waste and Recycling Collection  
Service Rates and Regulations Bylaw No. 674, 2016"

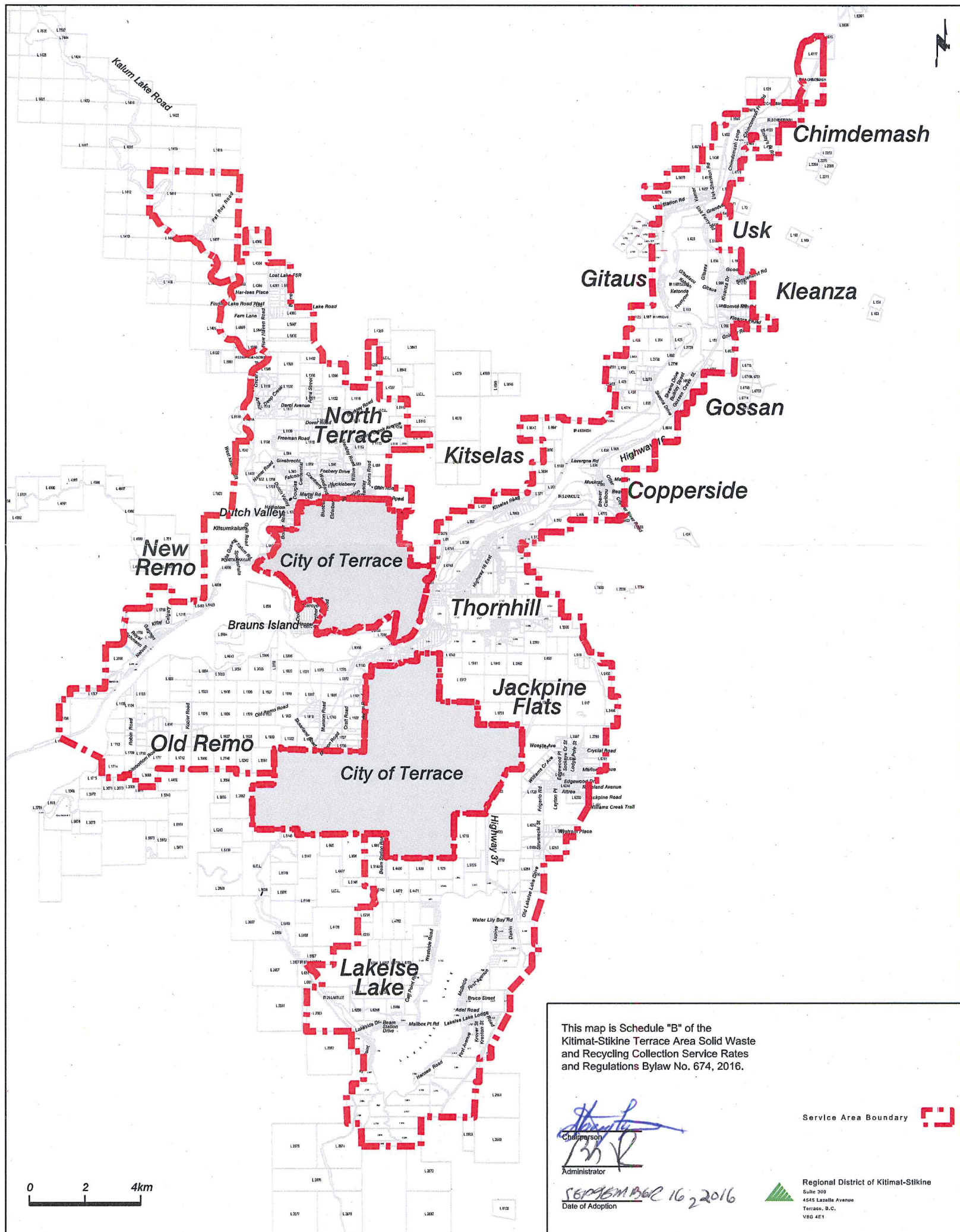
  
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Administrator

  
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Chair

## SCHEDULE "B"

### Garbage Collection Service Area

This Bylaw applies to eligible households located within the garbage collection service area as shown on this map.





**SCHEDULE "C"****User Fees associated with Collection of Organic Materials, Garbage and Recyclable Materials**

The rates in this schedule apply to all Residential Units in the Service Area unless exempted under the provisions of this Bylaw.

<b>Fee type</b>	<b>Payment before Due Date</b>	<b>Payment after Due Date</b>	<b>Other Charges</b>
January bill for Garbage, Organic Material and Recyclable Material Collection for standard service	\$100	\$110	N/A
July bill for Garbage, Organic Material and Recyclable Material Collection for standard service	\$100	\$110	N/A
Tags for set out of additional Garbage Containers	N/A	N/A	\$2.00

For certainty, the total annual fee for the Collection Service is \$200.00 per Residential Unit, if paid by the applicable due dates, \$210.00 per Residential Unit if one semi-annual payment is made after the applicable due date, and \$220.00 per Residential Unit if both semi-annual payments are made after the applicable due dates.

CERTIFIED a true and correct copy of Schedule C to "Kitimat-Stikine Solid Waste and Recycling Collection Service Rates and Regulations Bylaw No. 674, 2016."

  
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Administrator

  
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Chair