

TOWN OF SIDNEY

BYLAW NO. 2053

A BYLAW OF THE TOWN OF SIDNEY RELATING TO THE COLLECTION AND DISPOSAL OF REFUSE

The Council of the Town of Sidney, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as "**Collection and Disposal of Refuse Bylaw No. 2053**".

2. **Definitions**

In this Bylaw, the following terms have the following definitions:

- (a) **Banned Items** – means all items that are prohibited from landfill disposal at the Capital Regional District's Hartland Landfill, or at any other disposal facility used as part of this service.
- (b) **Basic Service** – means the weekly, curbside collection of waste from one garbage container and one kitchen organics container.
- (c) **Collection Contractor** – means the firm chosen by the Town to carry out the Residential Refuse Collection Contract.
- (d) **Collection Day** – means the designated day of the week for collection at the service address.
- (e) **Commercial Unit** – means any building or part of a building used for sales, service, assembly, or other business purposes, and for the purpose of this Bylaw, includes industrial and institutional premises.
- (f) **Commercial Service** – means the weekly curbside collection of accepted refuse (garbage and kitchen organics waste, but excluding compostable yard waste) from commercial units using approved higher volume containers.
- (g) **Curbside Collection** – means the collection of the garbage and kitchen organics waste containers placed on the curb at the edge of the street in front of the service address.
- (h) **Extra Volume Decal** – means a decal purchased by the owner or occupant of a service address, allowing the disposal of an excess volume of garbage or yard waste.
- (i) **Fees for Service** – means the charges referred to in Schedule 'A' of this Bylaw.
- (j) **Full Service** – means the weekly curbside collection of waste from one garbage container and one kitchen organics container, as well as the monthly collection of yard waste.
- (k) **Garbage** – means, for the purpose of the Bylaw, refuse and other noxious, offensive or unwholesome matter, as permitted by the Capital Regional District, that is discarded and normally associated with the use of a residential property, excluding construction waste, kitchen organics, prohibited waste, recyclable (CRD Blue Box) materials, yard waste and banned items.

- (l) **Inspector** – means a person authorized by the Town to enforce the provisions of this Bylaw.
- (m) **Kitchen Organics Waste** – means household organic waste that is compostable, including allowable food waste, paper products etc. as per Schedule 'B' of this Bylaw.
- (n) **Kitchen Organics Containers** – means the rigid, wheeled 65 litre container with a corresponding 8 litre “under the sink” kitchen organics tote, or 360 litre wheeled Multi-family container, supplied to each service address for use under this Bylaw.
- (o) **Multiple Dwelling Units** – means the individual dwelling unit within an apartment building, townhouse, bare land strata, or condominium of three or more units.
- (p) **Qualifying Units** – means any Multiple Dwelling Unit or Commercial Unit that is capable of being served by the Town’s Collection Contractor, under this bylaw, by virtue of being accessible to the collection vehicles and being able to dispose of refuse using the standard containers described in this Bylaw.
- (q) **Refuse** – means all waste materials collected under this Bylaw, including garbage, kitchen organics and yard waste.
- (r) **Single Family Dwelling** – means a residential building occupied by one household.
- (s) **Special Containers** – means a receptacle that does not meet the specifications for a standard container or a standard container - large, but which has been approved by the Town’s Representative.
- (t) **Standard Garbage Container** – means a non-corrosive, durable receptacle, fitted with secure handles and water-tight cover, with a capacity of no more than 100 litres.
- (u) **Standard Garbage Container - Large** – means a durable plastic container with two wheels and having a water-tight cover with a capacity of no more than 450 litres.
- (v) **Town** – means the Town of Sidney.
- (w) **Town’s Representative** – means the Director of Engineering and Works or other persons appointed by the Town to administer the Residential Garbage and Kitchen Organics Waste Collection Contract and to enforce the provisions of this Bylaw.
- (x) **Trade Waste** – means refuse and accumulation of waste or discharged material or abandoned material resulting from the operation of a trade or business.
- (y) **Two Family Dwelling** – means a building consisting of two dwelling units.
- (z) **Yard Waste** – means organic source-separated waste not exceeding 75mm (3”) in diameter, or 2 metres (6’-6”) in length including, but not necessarily limited to; tree and shrub branches, grass and hedge clippings, flowers, weeds, leaves, and vegetable stalks.

REFUSE COLLECTION SERVICES

3. The Town of Sidney provides a service for the collection and removal of garbage, kitchen organics waste, and yard waste, and for the disposal of the aforementioned refuse at the Hartland Landfill operated by the Capital Regional District, and/or at other approved and regulated sites determined as advantageous to the Town.

4. There are two types of service for residential (all non-commercial) customers, and another type of service for commercial customers:

Residential:

Full Service: The weekly, curbside collection of garbage and kitchen organics and the monthly collection of yard waste.

Basic Service: The weekly, curbside collection of garbage and kitchen organics only, with no yard waste collection.

Commercial:

Commercial Service: The weekly, curbside collection of garbage and kitchen organics, using higher volume containers, as defined in this bylaw.

USE OF SERVICES

Who Must Use Service

5. Single Family Dwelling Units and Two Family Dwelling Units must use the Town's refuse collection service, and shall receive Full Service at the rates specified in Schedule "A" of this Bylaw.

Who May Use Service

6. Qualifying Multiple Dwelling Units may use the Town's refuse collection service, and, for new development, shall be deemed to be using the system unless the owner(s) of the property opts out of the system in the manner provided in this Bylaw.
7. Qualifying Multiple Dwelling Units may select either Full Service (which includes monthly yard waste pickup) or Basic Service, at the per unit rates specified in Schedule "A".
8. Multi Dwelling Units currently serviced independently from the Town's collection service may opt in to the Town's collection service, subject to the same notification provisions as opting out in Section 10 of this Bylaw, conditional upon all units within the strata being serviced, as per the terms of this Bylaw.
9. Qualifying Commercial Units may use the Town's Commercial Service, at the rate specified in Schedule "A". Yard waste pickup is not available for commercial units.
10. The owners of Multiple Dwelling Units and Commercial Units may opt out of the Town's refuse collection service. For Multiple Dwelling Units opting out is conditional upon all units within the Strata opting out, by sending a written notice to the Director of Corporate Services no less than 30 days prior to one of the following four cancellation dates during any year: March 31, June 30, September 30, and December 31; charges for use of the refuse collection service shall cease as of the cancellation date.

SERVICE PARAMETERS

Volume of Garbage and Kitchen Organics Waste

11. As a basic service, the occupant shall be allowed, for weekly collection, one garbage container of no more than 100 litres in capacity and with a weight of no more than 20 kilograms, and one kitchen organics food waste collection container as supplied by the contractor and approved by the Town. Multiple Dwelling Unit facilities may use larger containers as per Section 12 (below), on the same ratio of units (4 to 1) per large bin and with the same volume restrictions.

12. The occupants of each qualifying commercial unit are permitted to have collected, each week, garbage with a volume of no more than 400 litres contained within four standard containers or within one standard container – large (maximum of 80 kg) and kitchen organics with a volume of no more than 260 litres contained within four 65 litre organics containers or one 360 litre organics container, as supplied by the contractor and approved by the Town.
13. Occupants of dwelling units who wish to have garbage collected in excess of the permitted amount service shall purchase a valid extra volume decal from the Town, or an authorized reseller, and prominently attach this decal to each bag in excess of the basic service. Any bags in excess of the basic service that do not display a valid extra volume decal shall not be collected.
14. Bags used for the excess garbage (non-kitchen organics) shall be of a standard size 71 x 91 cm (28" x 36") or 79 x 84 cm (31" x 33") and shall not exceed a volume of 100 litres and a weight of 20 kilograms. Any bags exceeding the size and weight limit may not be collected.
15. Extra volume decals are not reusable or refundable, and expire as indicated on the decal.

Volume of Yard Waste

16. Occupants of each Single Family, Two-Family, and Multiple Dwelling Units receiving and paying for full service are permitted to have collected once a month, all year, compostable yard waste, as defined in Section 2 and limited to a volume equal to three (3) standard garbage containers per month. The waste material is to be set out at the curb in containers without lids and/or in clear plastic bags. Coloured bags shall not to be picked up.

Any residential single family and duplex unit that is paying for garbage and kitchen organics pickup is also entitled to compostable yard waste pickup. This includes strata developments where applicable under the terms and conditions of Section 8.
17. Occupants of residential dwelling units who wish to have yard waste collected in excess of the permitted amount shall purchase a valid extra volume yard waste decal from the Town, or an authorized reseller, and prominently attach this decal to each container or bag in excess of the basic service. Any containers or bags in excess of the permitted amount that do not display a valid extra volume decal shall not be collected.
18. Extra volume decals are not reusable or refundable, and expire as indicated on the decal.

Containers

19. Owners and occupiers of properties which are using the Town's garbage and kitchen organics waste disposal service are responsible for providing their own garbage container which must comply with this Bylaw. A kitchen organics waste collection container will be supplied by the Town's collection contractor.

The occupant shall:

- a) Use the containers described in this bylaw as the receptacles for the waste and kitchen organics to be collected.
- b) Place their garbage and kitchen organics collection containers at the curbside no later than 7:00 a.m. on the Collection Day.

- c) Not place or store any garbage or kitchen organics collection containers in a manner that creates an obstruction on any street, lane, sidewalk or public place.
 - d) Maintain all containers in a safe, sanitary, clean and usable condition.
 - e) Not place any damp or wet garbage into a garbage container unless the garbage is drained, securely wrapped, and sealed, so as not to leak.
 - f) Not place any kitchen organics into a curbside collection container that is contained within a non-compostable plastic bag. Plastic bags (such as grocery bags) that do not meet the ASTM D6400-9 standard for compostable bags are not acceptable. For clarification, "biodegradable" does not mean "compostable", and such bags may not meet the required standard.
 - g) Ensure that all containers are set out on a weekly basis, regardless of the amount of waste in the containers, unless completely empty.
 - h) Remove all emptied containers from the street after the collection and keep all containers, when not set out for collection, on the service address premises from which the waste originated.
 - i) Upon relocating permanently from the dwelling unit, the occupant is required to leave the kitchen organics container(s) in a clean and sanitary state on the service address premises, or return them to the Town.
20. Occupants of Single Family Dwelling Units and Two Family Dwelling units shall dispose of garbage in standard containers. Occupants of Multiple Dwelling Units and Commercial Units shall dispose of garbage in either standard containers or standard containers - large. Kitchen organics shall be disposed of in the containers provided by the Town through the contractor.
21. The Director of Engineering and Works or his/her designate may approve the use of a non-standard garbage container if, in his/her opinion, it is an equivalent or better garbage container and provided the use of such a container does not impede the efficiency or add cost to the collection process.
22. The Town shall not be responsible for the replacement cost or repair of any refuse container which may be damaged or lost for any reason. The resident shall be responsible for the purchase and replacement of approved kitchen organics containers provided through the Town, if the containers become lost or damaged by the occupant. The cost of replacement containers is provided in Schedule A.
23. Special containers, if permitted, shall be placed in a location approved by the Director of Engineering and Works and on a hard surface.
24. No employee or agent of the Town will enter any building to collect or remove garbage or kitchen organics waste containers.

Non-Accepted Materials and Prohibited Materials

25. The occupant shall be responsible for ensuring only accepted materials are disposed of in the containers as per Schedule 'B' of this Bylaw and/or Capital Regional District regulations.
26. The Town reserves the right to not collect any waste material if all or a part of it is expressly prohibited by this Bylaw or by the Capital Regional District.

27. The occupant shall be responsible for any Capital Regional District Hartland Landfill infraction penalties placed upon the Town's collection contractor associated with improper disposal of any banned items, to the extent that the occupant can be identified.
28. Kitchen organics waste found to be contained within non-compostable material (such as plastic/grocery store bags) shall be considered as non-acceptable material and will not be collected.
29. No person shall place or mix with any material for removal as garbage any explosive, volatile, or corrosive materials, dangerous chemicals or any other materials dangerous to the health and/or safety of garbage collection personnel.
30. No person shall place for removal as garbage any packing cases, wood or scrap material from building, scrap iron or metal, waste oil or petroleum product, hot ashes, liquid wastes, bulk chemical composition waste, animal cuttings or wastes, dead animals, or any product banned by the Capital Regional District from being disposed of at the Hartland Landfill Site.

ENFORCEMENT

31. The Director of Engineering and Works, his/her designate, and any Town Bylaw Enforcement Officer is authorized to enforce this Bylaw as Inspectors.
32. Owners and occupiers shall make garbage and kitchen organics collection containers accessible for inspection by the Inspector and if the Inspector should condemn any container, the owner shall promptly remove it and arrange for a suitable replacement.
33. The Inspector may enter, at all reasonable times, on any property subject to the regulations of this Bylaw, to determine whether there is compliance with this Bylaw.
34. The Town may suspend garbage and kitchen organics collection service from any property where the container, its design, location, usual contents or the pick-up facilities are contrary to the provisions of this Bylaw, but any such suspension shall not be deemed to be a waiver or abatement of any requirements for charges under this Bylaw.

OFFENCE

35. Any person who violates any of the provisions of this Bylaw, or suffers or permits any act or thing to be done in contravention of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything to be done by any of the provisions of this Bylaw shall be deemed to be guilty of an offence and liable to a summary conviction.

PENALTY

36. Every person guilty of an offence under this Bylaw shall be liable on summary conviction to a penalty under the *Offence Act*.
37. The minimum fine which is established for this Bylaw is One Hundred (\$100.00) Dollars.
38. All schedules attached to this Bylaw form a part of this Bylaw.

REPEAL

39. Town of Sidney Bylaw No. 1692, cited as "Collection and Disposal of Garbage Bylaw", and all amendments thereto, is hereby repealed.

Introduced and read a first time the 16th day of December, 2013.

Read a second time the 16th day of December, 2013.

Read a third time the 16th day of December, 2013.

Reconsidered and finally adopted the 13th day of January, 2014.

MAYOR

CORPORATE ADMINISTRATOR

SCHEDULE 'A'**USER RATES**

	Full Service	Basic Service	Commercial Service
Quarterly Rate (January 1, 2014)	\$39.00 (per unit) ¹	\$32.00 (per unit) ¹	\$72.50 (per unit) ²
Rate Per Extra Can – Garbage: \$4.00 ³			
Rate Per Extra Bag – Yard Waste: \$3.50 ⁴			
Replacement Organics Container Cost -			
	65 Litre Container	\$50.00	
	- 8 Litre Container	\$11.00	
	- 360 Litre Container	\$76.00	

¹ For circumstances where one utility account serves several independently occupied multi-units, the owner shall pay for refuse collection at the rate specified above multiplied by the number of units.

² Each qualifying commercial unit that has not opted out of the service shall pay the rate specified above.

³ Extra Garbage decals are only available to customers receiving weekly garbage pickup through the Town.

⁴ Extra Yard Waste decals are only available to customers receiving Full Service (i.e. including monthly yard waste pickup) through the Town.

A. Owners or account holders shall be invoiced for services on a quarterly basis. All charges shall be payable on or before the thirty-first day after the billing date shown on the statement, or the first business day after such date. There shall be payable a penalty of 5% of the amount shown on the statement as current billing, thirty one days after the due date.

B. Any charge imposed by this Bylaw that is due and payable by December 31 of any year, and which is unpaid on that date, shall be deemed to be taxes in arrears on the land or real property on which the charge is imposed, and will be entered on the tax roll for that property.

SCHEDULE 'B'

ACCEPTED AND NON-ACCEPTED GARBAGE WASTE (This list is not inclusive of all accepted and non-accepted garbage waste)	
ACCEPTED	NOT ACCEPTED
Non-recyclable material	Recyclable material
Plastic bags, wrap and Styrofoam	Computers, Appliances
Chips and cookie bags	Propane tanks, scrap metal
Foil pouches	Yard and garden waste
Soiled diapers, baby wipes	Hazardous waste
Double-bagged pet feces, litter	Medical waste
Double-bagged vacuum dust	Fuel tanks
Double-bagged cool ashes	Liquids
Sanitary hygiene products, condoms	Concrete, asphalt, rocks or aggregate
Pet food bags, lined bags	Dead animals
Make-up remover pads, cotton swabs	Kitchen Organics

ACCEPTED AND NON-ACCEPTED KITCHEN ORGANICS WASTE (This list is not inclusive of all accepted and non-accepted kitchen organics food waste)	
ACCEPTED	NOT ACCEPTED
Fruit and vegetable scraps	Yard and garden waste
Food leftovers, plate scrapings	Plastic bags, wrap and Styrofoam
Meat, fish, giblets and bones	Plastic containers and cutlery
Dairy products, butter, mayonnaise	Foil wrap, pie plates, butter wrappers
Eggs, eggshells	Metal cans or glass jars
Coffee grounds, filters, tea bags	Chip and cookie bags
Bread, cereal, grains, pasta, pizza	Cereal and cracker box liners
Solidified fat and grease	Dental floss, rubber bands
Baked goods, candies	Sanitary hygiene products, condoms
Baking ingredients, herbs and spices	Pet feces or litter
Soiled paper towels and tissues	Pet food bags or lined bags
Used paper cups and plates	Dryer sheets and lint
Nuts and shells	Vacuum contents and bags
Houseplants, cut and dried flowers	Cigarettes and butts