SOLID WASTE MANAGEMENT BYLAW

5526-2015

THE FOLLOWING DOCUMENT HAS BEEN REPRODUCED FOR CONVENIENCE ONLY and is a consolidation of "District of Mission Solid Waste Management Bylaw 5526-2015" with the following amending bylaws:

Bylaw Number	Date Adopted	Section Amended
5603-2016-5526(1)	December 19, 2016	Schedule "A"
5686-2017-5526(2)	December 20, 2017	Schedule "A"
5744-2018-5526(3)	June 18, 2018	Schedule "A"
5800-2018 (a general fees and charges amending bylaw)	December 17, 2018	Schedule "A"
5893-2019-5526(5)	December 16, 2019	Schedule "B"
5889-2019 (a general fees and charges amending bylaw)	December 16, 2019	Schedule "A"
5871-2019-5526(4)	January 6, 2020	Section 10
5988-2020 (a general fees and charges amending bylaw)	December 7, 2020	Replace Schedule "A"
5993-2020-5526(6)	December 21, 2020	Replace Schedule "B"
6008-2021-5526(7)	February 16, 2021	Replace Schedule "A"
6070-2021 (a general fees and charges amending bylaw)	December 20, 2021	Replace Schedule "A"
6136-2022-5526(8)	November 7, 2022	Replace Schedule "B"
6157-2022 (a general fees and charges amending bylaw)	December 19, 2022	Replace Schedule "A"
6166-2023-5526(9)	March 20, 2023	Schedule "A"
6236-2023 (a general fees and charges amending bylaw)	December 18, 2023	Schedule "A"
6250-2023-5526(10)	December 18, 2023	Schedule "B"
6325-2024-5526(11)	December 16, 2024	Replace Schedule "B"
6315-2024 (a general fees and charges amending bylaw)	December 16, 2024	Replace Schedule "A"
6382-2025 (a general fees and charges amending bylaw)	December 15, 2025	Replace Schedule "A"

Individual copies of any of the above bylaws are available from the Administration Department of the City of Mission. For legal purposes, copies of the original bylaws should be obtained.

DISTRICT OF MISSION

BYLAW 5526-2015

A Bylaw to provide for the management of residential, commercial, institutional and industrial solid wastes and wildlife attractants

WHEREAS pursuant to Section 8(3) of the *Community Charter*; a council may, by bylaw, regulate, prohibit and impose requirements in relation to a municipal service,

NOW THEREFORE the Council of the District of Mission, in open meeting assembled, ENACTS AS FOLLOWS:

This Bylaw may be cited for all purposes as "District of Mission Solid Waste Management Bylaw 5526-2015".

1. DEFINITIONS

(a) **"Authorized Facility"** means a solid waste management facility that is recognized in the Fraser Valley Regional District's current Solid Waste Management Plan and includes the Mission Landfill, the Recycling Depot and the Recyclables Processing Facility.

(b) **"Blue Bag"** means a blue-tinted, transparent, plastic bag, not exceeding 80 litres in volume or 20 kilograms in weight when full, and supplied by the resident for the placement and collection of clean and dry Recyclables.

(c) **"Collection Schedule"** means a colour-coded calendar, indicating the days on which the Curbside Collection and On-site Collection services are provided in the Curbside Collection Area and Curbside Collection Optional Area.

(d) **"Collection Service Provider"** means the person, firm or corporation appointed from time to time by the Council or authorized pursuant to this Bylaw to operate a Curbside Collection and On-site Collection service system and perform related services, as established by this Bylaw.

(e) **"Compact Housing"** means an apartment block containing mainly bachelor Dwelling Units, intended for the accommodation of one Occupier, and where each dwelling unit does not exceed 37 square metres in total floor space.

(f) **"Compostables"** means Food Waste and natural garden wastes, including grass clippings, leaves and tree branches up to a diameter of 5 centimetres and 90 centimetres in length; but excludes liquids, petroleum-based oil and grease, animal feces, raw sewage, septic tank sludge, dead animals, lumber, saw dust, rocks, soil or sod.

(g) **"Compostable Plastic Bag"** means a bag supplied by the resident for the placement and collection of Compostables that carries a logo certifying it as "compostable".

(h) **"Compost Container"** means a Rot Pot or a rigid container, designed for Curbside Collection, not exceeding 80 litres in volume or 20 kilograms in weight when full, featuring a waterproof, tight-fitting lid and an Orange Sticker, intended to contain residential Compostables.

(i) **"Confined Garbage"** means Garbage that is, at a minimum, contained in plastic shopping bags and a Garbage Container.

(j) **"Construction and Demolition Waste"** means materials produced from the acts of construction, renovation, repair or demolition of a building or part thereof, excluding any Recyclable Materials and Dimensional Wood.

(k) **"Contaminated Paper"** means Food Waste related paper products, including paper food napkins, paper towels, pizza and doughnut boxes and paper egg cartons.

(l) **"Curbside Collection"** service means the removal of Garbage, Compostables and Recyclables from Single-family Dwellings in the Curbside Collection Area, as set out in this Bylaw.

(m) **"Curbside Collection Area"** means that portion of the District shown on Plan No. G127E, entitled "Curbside Collection Area," which is serviced by the District or its contractor.

(n) **"Curbside Collection Optional Area"** means that portion of the District shown on Plan No. G127E, entitled "Curbside Collection Area", which may be serviced by the District or its contractor at the property Owners' preference and at the Engineer's discretion.

(o) **"Dangerous Wildlife"** means bear, cougar, coyote or wolf or a species of wildlife that is prescribed as dangerous under the BC Wildlife Act.

(p) **"Dimensional Wood"** means lumber, untreated, treated and painted wood, wood pallets; and may include wooden furniture, mattress frames and other items manufactured from wood, as designated by the Engineer from time to time.

(q) **"District"** means the District of Mission.

(r) **"Dwelling Unit"** means one or more rooms of complementary use, occupied or intended to be occupied by people and containing not more than one kitchen.

(s) **"Engineer"** means the Director of Engineering and Public Works of the District of Mission or a person designated to act in his/her stead.

(t) **"Extended Producer Responsibility Materials"** means any material which is defined as a product in a "product category" listed in the *Recycling Regulation* (B.C. Reg. 449/2004) for which a "Product Plan", as defined in the Regulation, has been approved and is operating.

(u) **"Extra Garbage Sticker"** means a sticker that may be purchased from the District to be attached to an 80-litre Plastic Bag for the Curbside Collection of Garbage that is over the collection day limit.

(v) **"Food Waste"** means natural kitchen wastes, including fruit and vegetable matter, table scraps, bread, meat, fish, bones, pasta, rice, cooked leftovers, preserves, coffee grounds and paper filters, tea bags, egg shells, solid milk products, wooden cutlery and Contaminated Paper; but excludes petroleum-based oils and grease and liquids.

(w) **"Garbage"** means typical solid waste material, such as household waste and Small Animal Bedding, but excludes Recyclable Materials, Compostables, Dimensional Wood, Trade Waste, Construction and Demolition Waste, Hazardous Waste, rocks, soil and sod, liquids and dog feces and raw sewage. The Engineer may include or exclude materials at the Engineer's sole discretion, based upon Fraser Valley Regional District or provincial requirements or operational considerations.

(x) **"Garbage Bag"** means a Plastic Bag, designed for Curbside Collection, not exceeding a volume of 80 litres and 20 kilograms in weight when full, and supplied by the resident for the placement and collection of Garbage.

(y) **"Garbage Container"** means a rigid bin designed for Curbside Collection and supplied by the resident, not exceeding a volume of 80 litres and 20 kilograms in weight when full, intended to contain Garbage and featuring a waterproof, tight-fitting lid.

(z) **"Glass Container"** means any food-related container made of glass, including jars and bottles, but does not include window glass, windshield glass, plate glass, mirrors, ceramics, light bulbs, Pyrex®, or other similar products.

(aa) **"Greenwaste"** means brush and branches of generally greater than 5 centimetres in diameter and 90 centimetres in length that are suitable for composting, but not for Curbside Collection service or On-site Collection service.

(bb) **"Hazardous Waste"** means dangerous or highly offensive wastes, including, without limitation, all substances within the definition of "hazardous waste" in the *Hazardous Waste Regulation*, B.C. Regulation 464/2004, under the Environmental Management Act, as amended or replaced from time to time.

(cc) **"Landfill"** means the Mission Landfill, located at 32000 Dewdney Trunk Road, Mission, BC.

(dd) **"Landfill Contractor"** means the person, firm or corporation appointed from time to time by the Council or authorized pursuant to this Bylaw to perform the service of operating the Landfill.

(ee) **"Metal Food and Beverage Container"** means any ferrous and non-ferrous can and lid, which originally contained a food, pet food or beverage product, but does not include aerosol cans.

(ff) **"Multi-family Dwelling"** means a dwelling unit located on a parcel of land which contains three or more dwelling units, or a dwelling unit located on a parcel of land zoned for commercial, institutional or industrial use, and includes apartment blocks, trailer courts, strata subdivisions, townhouses, and other high-density dwelling complexes; but excludes Compact Housing and may exclude specific triplexes, fourplexes and townhouse and strata complexes, as designated by the Engineer from time to time.

(gg) **"Occupier"** has the same meaning as defined in the Community Charter.

(hh) **"Owner"** has the same meaning as defined in the Community Charter, and in relation to strata property, includes a strata corporation.

(ii) **"On-site Collection"** service means the collection of Compostables and Recyclables in communal containers from Multi-family Dwellings and Compact Housing, as set out in this Bylaw.

(jj) **"Orange Sticker"** means a sticker issued free of charge by the District, which must be wrapped around a Compost Container for the purpose of assisting the Collection Service Provider with identifying curbside Compostables.

(kk) **"Paper Bag"** means a bag supplied by the resident for the placement and collection of Compostables, which is designed for Curbside Collection and sufficient strength and integrity to contain Compostables during the Curbside Collection process.

(ll) **"Plastic Film"** means "stretchy" plastic wrap and bags made of low-density polyethylene (LDPE), coded as #4 plastic.

(mm) **"Recyclable Materials"** means materials that have practical diversion potential and viable markets, and include Recyclables, Extended Producer Responsibility Materials, scrap metal and gypsum board.

(nn) **"Recyclables"** means items identified in Schedule C that are collected as part of the Curbside Collection and On-site Collection services. The Engineer may include or exclude materials at the Engineer's sole discretion, based upon changing commodity market requirements.

(oo) **"Recyclables Processing Facility"** means the Abbotsford Mission Recycling Depot located at 33670 Valley Road, Abbotsford, BC.

(pp) **"Recycling Depot"** means the Mission Recycling Depot located at 7229 Mershon Street, Mission, BC.

(qq) **"Rigid Plastic Container"** means any household or food and beverage related container made of polyethylene terephthalate (PET), high-density polyethylene (HDPE), low-density polyethylene (LDPE) or polypropylene (PP) of any colour with the respective codes "1," "2", "4" or "5" embossed within a triangular symbol on the container.

(rr) **"Rot Pot"** means a 46-litre, rigid container, designed for Curbside Collection, with a tight-fitting, snap-shut lid, not exceeding 20 kilograms in weight when full, and intended mainly for the storage and Curbside Collection of Food Waste; but which may be used for the storage and Curbside Collection of all Compostables. Rot Pots do not have to feature an Orange Sticker.

(ss) **"Scale Attendant"** means the person employed by the Landfill Contractor to operate the scales, computer and cash receipting system at the Landfill.

(tt) **"Single-family Dwelling"** means a dwelling located within a parcel of land containing one or two Dwelling Units, and includes Suites and duplexes; and may include specific triplexes, fourplexes and townhouse and strata complexes, as designated by the Engineer from time to time.

(uu) **"Small Animal Bedding"** includes pellets and shavings from cages for hamsters, guinea pigs, birds and similar small, domestic animals, as well as cat litter that is of a solid nature and completely contained in securely tied bags, and does not exceed 5 litres per pickup, but excludes dog feces.

(vv) **"Spring Cleanup"** means the first two full weeks of May of each year, during which residents located in the Curbside Collection Area may set out additional Garbage as per Section 3.11.

(ww) **"Statutory Holiday"** means New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and for the purposes of this Bylaw, Easter Sunday and Boxing Day.

(xx) **"Suite"** means a separate Dwelling Unit within a Single-family Dwelling, for which the District receives separate utility fees.

(yy) **"Trade Waste"** means waste materials resulting from the operation of a trade, business or industry, including incidental Garbage; but excluding any Recyclable Materials, Compostables, Dimensional Wood, industrial plant equipment, motor vehicle bodies or parts thereof, any wastes classified by the Ministry of Environment as unacceptable material for disposal at the Landfill, wastes originating from any Multi-family Dwelling or Compact Housing complex and any other materials designated by the Engineer from time to time.

(zz) **"Unsecured Load"** means a load arriving at the landfill that has not been tied down, covered, enclosed or otherwise secured to prevent the escape of materials during transport. The Scale Attendant shall have discretionary powers in deciding whether a load has been reasonably secured.

(aaa) **"Wildlife Attractant"** means any material or substance, which could reasonably be expected to attract animals, including Dangerous Wildlife, and includes, without limitation, Garbage, Compostables, Recyclables, food products, beverage containers, barbecues, pet food, bird feed, diapers, oil and grease barrels, fruit, honey and petroleum products.

(bbb) **"Wildlife Resistant Container"** means Garbage Containers and Compost Containers for Curbside Collection or solid waste containers for On-site Collection that are adequate to prevent Dangerous Wildlife access.

(ccc) **"Wildlife Resistant Enclosure"** means a fully enclosed structure that is adequate to prevent Dangerous Wildlife access, but allows access to Garbage Containers, Compost Containers and Blue Bags for Curbside Collection service purposes and to containers for On-site Collection services by the Collection Service Provider.

2. GENERAL WASTE MANAGEMENT PROVISIONS

2.1 Every Owner or Occupier of a Dwelling Unit within the District shall manage Garbage, Recyclable Materials and Compostables in accordance with the provisions of this Bylaw.

2.2 Every Owner or Occupier of a Dwelling Unit within the District's Curbside Collection Area shall separate Recyclables and Compostables from Garbage and prepare them in accordance with this Bylaw prior to setting them out for Curbside Collection or On-site Collection service.

2.3 Curbside Collection and On-site Collection services are limited to the collection of solid waste. No free liquid shall be placed in, or allowed to accumulate in any Garbage Container, Compost Container or containers used for On-site Collection.

2.4 Every Owner and Occupier of a Dwelling Unit located within the District but outside of the Curbside Collection Area shall separate Recyclable Materials and Compostables from Garbage and deliver all Garbage, Compostables and Recyclable Materials to the Landfill or other Authorized Facility.

2.5 No person shall deposit Garbage, Trade Waste, Recyclable Materials, Compostables, Greenwaste, Construction and Demolition Waste anywhere other than at an Authorized Facility.

2.6 No person within the District's Curbside Collection Area shall burn any Garbage, Trade Waste, Recyclable Materials, Compostables (other than tree branches), Construction and Demolition Waste or treated or painted Dimensional Wood in an indoor fireplace, woodstove, outdoor fire pit or other facility and shall abide by all of the District's fire restrictions.

2.7 No person within the District, but outside of the Curbside Collection Area, shall burn any Garbage, Trade Waste, Recyclable Materials, Food Waste, Construction and Demolition Waste or treated or painted Dimensional Wood in an indoor fireplace, woodstove, outdoor fire pit or backyard burn pile and shall abide by all of the District's fire restrictions.

2.8 The Council may from time to time enter into a contract for the collection of Garbage, Compostables and Recyclables from the Curbside Collection Area and for the operation and maintenance of the Landfill for the disposal of Garbage, Trade Waste and Construction and Demolition Waste; and the transfer or processing of Garbage, Compostables, Greenwaste and Recyclable Materials.

2.9 The Engineer is charged with the administration of this Bylaw and with the supervision, control and direction of the Curbside Collection service, the On-site Collection service and the operation and maintenance of the Landfill, the Recycling Depot and the Recyclables Processing Facility.

2.10 The Engineer shall have the right to enter at all reasonable times upon any property subject to the provisions of the Bylaw as required for the purpose of performing duties assigned herein and ascertaining whether the regulations, directions or provisions contained in the Bylaw are being obeyed.

2.11 The following materials are excluded from Curbside Collection service, On-site Collection Service and Spring Cleanup:

2.11.1 liquids

2.11.2 explosives

2.11.3 highly flammable material

2.11.4 dangerous or highly offensive wastes

2.11.5 Hazardous Waste

2.11.6 biomedical waste or sharps (syringes, needles, injection devices, blades, etc.)

2.11.7 paints, pesticides

2.11.8 fluorescent light tubes and compacts

2.11.9 household batteries

2.11.10 electronics and TVs

2.11.11 raw sewage or septic tank sludge

2.11.12 dead animals and dog feces

2.11.13 refrigerators, freezers and air conditioning units

2.11.14 automotive parts, tires and oils

2.11.15 Construction and Demolition Waste

2.11.16 Dimensional Wood

2.11.17 Trade Wastes

2.11.18 dusty materials, unless double-bagged in quantities less than five litres and appropriately tied, so as to not allow release during collection.

3. SINGLE-FAMILY CURBSIDE COLLECTION

3.1 Curbside Collection shall be provided on the same day of the week, except that after Statutory Holidays that occurred on a weekday, collection shall advance by the number of Statutory Holiday days that occurred on a weekday. There shall be no Curbside Collection service on Saturdays, Sundays or Statutory Holidays or during inclement weather conditions.

3.2 No container, bag or bundle set out for Curbside Collection service must exceed 80 litres in volume, 20 kilograms in weight or 90 centimetres in any dimension.

3.3 Garbage, Recyclables and Compostables must be set out for Curbside Collection service within three (3) metres of the travelled way serving the premises only.

3.4 Garbage, Recyclables and Compostables must only be set out between 5:00 a.m. and 8:00 a.m. only on the designated day of Curbside Collection as per the District's Collection Schedule.

3.5 Garbage, Recyclables and Compostables set out for Curbside Collection outside of the timeframe specified in Section 3.4 must be contained in a non-permanent Wildlife Resistant Enclosure located on private property at the interface to public property or in Wildlife Resistant Containers meeting the volume and weight specifications outlined in this Bylaw.

3.6 If a Wildlife Resistant Container is set out for for Curbside Collection service, any latches, fasteners or other safeguarding devices must be easily and safely releasable by the Collection Service Provider.

3.7 Garbage, Recyclables and Compostables that are not prepared in accordance with this Bylaw will receive a non-compliance sticker, be left at the curb and remain the Owner's or Occupier's responsibility.

3.8 Garbage

3.8.1 All Garbage set out for Curbside Collection service shall be Confined Garbage.

3.8.2 Until April 1, 2016, Curbside Collection of Garbage shall be limited to two Garbage Containers per Single-family Dwelling per week.

3.8.3 Effective April 4, 2016, Curbside Collection of Garbage shall be limited to two Garbage Containers every two weeks.

3.8.4 The maximum Garbage limit shall not apply, if excess Garbage Containers or bags are each labelled with Extra Garbage Stickers. Extra Garbage Stickers may be purchased from the District or issued as medical stickers in accordance with its Solid Waste Management – Curbside Garbage Limits Policy A-EPW.01. The District may issue medical stickers for residents with:

3.8.4.1 a documented medical conditions that result in additional garbage; or

3.8.4.2 two or more children under the age of three.

3.9 Recyclables

3.9.1 All Recyclables, with the exception of flattened cardboard, shall be placed loosely and commingled in securely tied Blue Bags.

3.9.2 Cardboard that is not included in a Blue Bag must be flattened, tied in secure bundles and placed underneath a Blue Bag to keep dry.

3.9.3 Metal lids shall be removed from glass jars and placed in the same Blue Bag as a separate item. Labels may remain on jars and cans. Staples and envelope windows may remain with clean paper items.

3.9.4 Recyclables are collected in unlimited amounts.

3.10 Compostables

3.10.1 All Compostables, with the exception of tree branches, shall be placed in Compost Containers, Compostable Plastic Bags or Paper Bags.

3.10.2 Tree branches, each not exceeding 5 centimetres in maximum diameter and 90 centimetres in length, may be set out in tied bundles for Curbside Collection services.

3.10.3 Food Waste must be set out for Curbside Collection service in Compost Containers. Compost Containers must be lined with a minimum of three sheets of newspaper at the bottom, or, alternatively, may be lined with a Compostable Plastic Bag or Paper Bag.

3.10.4 Compostables are collected in unlimited amounts.

3.11 Spring Cleanup

3.11.1 During Spring Cleanup, an additional total volume of two cubic metres of Garbage, household furniture and appliances shall be collected from each Single-family Dwelling unit within the Curbside Collection Area on collection day, as per the Collection Schedule. One cubic metre shall be equivalent to six bags of Garbage.

3.11.2 All Spring Cleanup materials must be set out in an orderly fashion, properly contained and prevented from being scattered by wind, animals or other forces and manageable for collection by two people.

3.11.3 Spring Cleanup items that do not pose a Wildlife Attractant risk, such as clean appliances and furniture, may be set out at the curb on the night before the regularly scheduled collection day. Spring Cleanup Garbage in bags may only be set out between 5:00 a.m. and 8:00 a.m. on the day of collection.

3.11.4 Garbage above the two-cubic metre limit will be left at the curb and and must be removed by the resident within seven (7) calendar days of the regularly scheduled collection day of the current year's Spring Cleanup event.

4. MULTI-FAMILY COLLECTION SYSTEM

4.1 On-site Collection shall be provided on the same day of the week, except that after Statutory Holidays that occurred on a weekday, collection shall advance by the number of Statutory Holiday days that occurred on a weekday. There shall be no On-site Collection service on Saturdays, Sundays or Statutory Holidays or during inclement weather conditions.

4.2 Owners or Occupiers of Multi-family Dwelling units shall use containers provided by the District for On-site Collection service of Compost and Recyclables, except where, in the opinion of the Engineer, Curbside Collection of Compost and Recyclables, in keeping with the specifications of Section 3 of this Bylaw, would be safer and more efficient than On-site Collection.

4.3 Owners or Occupiers of Multi-family Dwellings shall make their own arrangements for the removal and disposal of Garbage, except where requested by the Owner(s), in the opinion of the Engineer, Curbside Collection, in keeping with the specifications of Section 3 of this Bylaw, would be safer and more efficient than On-site Collection.

4.4 The space provided for On-site Collection containers shall be accessible to collection vehicles and shall be subject to the Engineer's approval.

4.5 Each Owner or Occupier of a Multi-family Dwelling shall prepare Compostables and Recyclables for On-site Collection service as follows:

4.5.1 All Recyclables must be clean and dry and shall be contained in plastic bags or placed loosely in the designated containers. Metal lids shall be removed from glass jars and included as a separate item for recycling. Labels may remain on jars and cans. Staples and envelope windows may remain with clean paper items.

4.5.2 All Compostables may be placed into the designated containers loosely, wrapped in newspaper, contained in Compostable Plastic Bags or Paper Bags, and must be free of contaminants.

4.6 Spring Cleanup collection services do not apply to Multi-family Dwellings, except where Curbside Collection service as per Section 3 of this Bylaw has been deemed safer and more efficient by the Engineer.

5. WILDLIFE ATTRACTANT MANAGEMENT

5.1 Wildlife Attractants must be kept inaccessible to Dangerous Wildlife on all lands and premises within the District.

5.2 Garbage, Recyclables and Compostables must be stored in a Wildlife Resistant Enclosure or in Wildlife Resistant Containers at all times other than when set out for Curbside Collection or made accessible for On-site Collection between 5:00 a.m. and 8:00 a.m.

5.3 Barbecues must be kept free of drippings and food debris at all times or stored in a Wildlife Resistant Enclosure when not in use.

5.4 No amount of pet food must be left outside at any time. Bird feeders may only be set up from December 1st to March 31st of each year and must be inaccessible to Dangerous Wildlife at all times.

5.5 Backyard composters must be maintained in an active composting condition and in a way that does not attract Dangerous Wildlife. Backyard composters that attract Dangerous Wildlife must be removed.

5.6 Fruit must be picked or collected immediately upon ripening and made inaccessible to Dangerous Wildlife.

5.7 Bee hives must be made inaccessible to Dangerous Wildlife.

5.8 Pets and small livestock, including rabbits, chickens and similar animals, must be kept indoors or contained in a Wildlife Resistant Enclosure from dusk to dawn.

5.9 Livestock feed must be stored in Wildlife Resistant Containers or Wildlife Resistant Enclosures and may not be left outside from dusk to dawn.

5.10 In areas of identified concern, Owners of rental Dwelling Units must provide their tenants with either a Wildlife Resistant Enclosure or Wildlife Resistant Containers for the storage of all Garbage, Compostables and Recyclables.

5.11 All Wildlife Resistant Containers and Wildlife Resistant Enclosures must be kept in proper condition and closed and locked at all times, except when actively adding or removing materials.

5.12 Sections 5.1 through 5.11 do not apply where exempted by the Spheres of Concurrent Jurisdiction Regulation.

6. LANDFILL

6.1 The Landfill provides facilities for the management of Garbage, Recyclable Materials, Compostables, Greenwaste, Dimensional Wood, Construction and Demolition Waste, Trade Waste, Extended Producer Responsibility Materials, and any other materials designated by the Engineer, based on regulatory, operational or cost considerations, and is located at 32000 Dewdney Trunk Road and legally described as:

> Portions of NE ¼ and L.S. 7 & 8, SE ¼, Sec. 19, TWP 18, NWD Plan 13712, including BCH & PA R/W Plan 16137; and Lot 3 Except: Part on Plan 65626 Section 20 TWP 18 NWD Plan 61713; and Parcel “10” Section 20 TWP 18 NWD Plan 65626

6.2 The Landfill shall be operated in accordance with the Fraser Valley Regional District’s Solid Waste Management Plan and the most recent provincial Permit or Operational Certificate.

6.3 Any Recyclable Materials, Compostables, Greenwaste, Dimensional Wood, Extended Producer Responsibility Materials and any other materials designated by the Engineer, based on regulatory, operational or cost considerations, shall be sorted and separated from Garbage, Trade Waste and Construction and Demolition Waste and deposited in designated locations at the Landfill or other Authorized Facility.

6.4 Separated cardboard and Extended Producer Responsibility Materials for which the Recyclables Processing Facility participates in a relevant stewardship program, shall be exempt from the tipping fee set forth in Schedule A of this Bylaw.

6.5 Compostables dropped off at the Landfill must be free of plastic bags and other foreign materials.

6.6 The Landfill shall be open to the public seven days a week from 8:00 a.m. to 5:00 p.m., except on Christmas Eve and New Year's Eve, when it shall be open to the public from 8:00 a.m. to 3:00 pm, and on Statutory Holidays, when it shall be closed.

6.7 Every person, firm or corporation making use of the Landfill shall deliver loads to the Landfill within the hours specified in Section 6.5 of this Bylaw. Notwithstanding the hours of operation, the Scale Attendant at the Landfill shall have the right to reject loads, if, in the Scale Attendant's opinion, it is unlikely that Garbage off-loading will be completed by closing time.

6.8 Any load containing more than 5% by visual volume of a material other than Garbage, Trade Waste or Construction and Demolition Waste shall be assessed a 50% surcharge on the higher tipping fee for the entire load, as per Schedule A.

6.9 No person, firm or corporation shall deliver Unsecured Loads to the Landfill. Unsecured Loads are subject to a $10 fine, as per Schedule A.

6.10 The District reserves the right to reject any load for any reason.

7. RECYCLABLES PROCESSING FACILITY

7.1 The Recyclables Processing Facility provides facilities for the management of select Recyclable Materials. and other materials approved by the Engineer, based on regulatory, operational or cost considerations.

7.2 Recyclables collected in the Curbside Collection or On-site Collection system shall be delivered to the Recyclables Processing Facility for sorting.

7.3 Effective January 1, 2016, the Recyclables Processing Facility shall charge a tipping fee, as set forth in Schedule A of this Bylaw, to commercial haulers for loads greater than 10 Blue Bags containing Recyclables and originating from sources outside of the District or the City of Abbotsford.

7.4 Effective April 4, 2016, the Recyclables Processing Facility shall charge a tipping fee, as set forth in Schedule A of this Bylaw, to all commercial haulers for loads greater than 10 Blue Bags containing Recyclables; except that Recyclables delivered from municipal Curbside Collection or On-site Collection services shall be exempt from from the tipping fee set forth in Schedule A of this Bylaw.

7.5 Separated cardboard and Extended Producer Responsibility Materials for which the Recyclables Processing Facility participates in a relevant stewardship program, shall be exempt from the tipping fee set forth in Schedule A of this Bylaw.

8. RECYCLING DEPOT

8.1 The Recycling Depot provides free drop-off facilities, primarily for the management of select Recyclable Materials delivered by District residents and small, commercial self-haulers.

8.2 The Recycling Depot does not accept commercial loads in excess of the equivalent volume of ten (10) Blue Bags at a time.

9. FEES

9.1 The fees payable by every person, firm or corporation making use of the Landfill and by each Owner of a Dwelling Unit within the Curbside Collection Area for the collection services authorized by this Bylaw, shall be as determined annually by the District Council.

9.2 Every person, firm or corporation making use of the Landfill shall pay charges and applicable surcharges to the Scale Attendant, as set forth in Schedule A to this Bylaw. The Scale Attendant shall have the right to prohibit dumping of any material by persons, firms, or corporations with unpaid landfill charges.

9.3 Every person, firm or corporation making use of the Recycling Processing Facility shall pay fees as set forth in Section 7 and Schedule A of this Bylaw.

9.4 Every Owner of a Dwelling Unit within the Curbside Collection Area shall be charged the fees set out in Schedule B of this Bylaw. The amount shall be included in the annual property tax notice.

9.5 Owners of Multi-family Dwellings, who have opted into municipal Curbside Collection service, as provided for in Section 3.3 of this Bylaw, shall be charged the fees set out in Schedule B of this Bylaw. The amount shall be included in the annual tax notice.

9.6 Every Owner of a Dwelling Unit outside of the Curbside Collection Area shall be charged a rural processing fee only, as set out in Schedule B of this Bylaw. The amount shall be included in the annual tax notice.

9.7 When a new residential Curbside Collection or On-site Collection service is required in conjunction with a water or sewer service application, monthly user fees shall commence on the first day of the seventh calendar month following the time of payment for service installation.

9.8 If an Owner has failed to pay any fee or cost imposed or incurred under this Bylaw at the close of business on the property tax due date, the amount payable may be added to and form part of the taxes payable on the real property as taxes in arrears.

9.9 No rebate, refund or credit whatsoever of any monies paid or payable for the service authorized and provided for by this Bylaw shall be made save and except as provided in Part 7 of the *Community Charter*.

10. OFFENCES AND PENALTIES

10.1 Subject to the offence and penalties as provided under the *Community Charter* or *Local Government Act*, the following will apply:

10.1.1 Any person designated as a Bylaw Enforcement Officer pursuant to the "Bylaw Notice Enforcement Bylaw 5700-2018" is hereby authorized and empowered to enforce the provisions of this Bylaw by Bylaw Notice or as otherwise provided by this Bylaw.

10.1.2 a violation of any of the provisions identified in this Bylaw will be subject to the procedures, restrictions, limits, obligations and rights established in the Bylaw Notice Enforcement Bylaw 5700-2018, in accordance with *the Local Government Bylaw Notice Enforcement Act, SBC 2003, c. 60*;

10.1.3 a person who:

10.1.3.1 contravenes, violates or fails to comply with any provision of this Bylaw;

10.1.3.2 permits or allows any act or thing to be done in contravention or violation of this Bylaw; or

10.1.3.3 fails or neglects to do anything required to be done under this Bylaw, has committed an infraction of, or an offence against, this Bylaw; and is liable on summary conviction to a fine of not more than Ten Thousand Dollars ($10,000.00); and

10.1.4 each day such infraction is caused, or allowed to continue, constitutes a separate offence.

11. REPEAL

11.1 "District of Mission Refuse Collection and Disposal Bylaw 1387-1984" and all amendments thereto, are hereby repealed.

11.2 "District of Mission Collection, Removal and Marketing of Recyclables Bylaw 2639-1993" and all amendments thereto, are hereby repealed.

READ A FIRST TIME this 21st day of December, 2015

READ A SECOND TIME this 21st day of December, 2015

READ A THIRD TIME this 21st day of December, 2015

ADOPTED this 23rd day of December, 2015

(Original signed by Mayor Hawes)
RANDY HAWES, MAYOR

(Original signed by the Corporate Officer)
MIKE YOUNIE, CORPORATE OFFICER

SCHEDULE "A"

Description of Existing Fee/Charge	Unit	Effective January 1, 2026
New Resident Provision of Rot Pot (46L cart for food waste)	1	$0.00
Replacement Resident Provision of Rot Pot (46L cart for food waste)		$39.00
New Resident Provision of Black Box (27L box for container glass)		$0.00
Replacement Resident Provision of Black Box (27L box for container glass)		$7.25
New Resident Provision of Blue Bin (121L bin for recycling)		$0.00
Replacement Resident Provision of Blue Bin (121L bin for recycling)		$39.00
Extra Garbage Bag Stickers	per sticker	$5.75
Garbage from sources within the City except as specified below	per tonne	$153.00
Garbage, Trade Waste or Construction and Demolition Waste requiring special management practices, including residential asbestos, from sources within the City	per tonne	$237.00
Garbage, Trade Waste or Construction and Demolition Waste received from sources outside the City, except as specified below	per tonne	$247.00
Garbage, Trade Waste or Construction and Demolition Waste requiring special management practices, including residential asbestos, from sources outside the City	per tonne	$368.00
Minimum charge for loads from sources within the City	per load	$15.00
Minimum charge for loads from sources outside the City	per load	$26.00
Greenwaste from sources within the City	per tonne	$90.00
Greenwaste from sources outside the City	per tonne	$137.00
Gypsum board (post 1990) from sources within the City	per tonne	$210.00
Gypsum board (post 1990) from sources outside the City	per tonne	$305.00
Sod, soil, bricks and small concrete debris (not exceeding 30 centimetres in any dimension) from within the City only	per tonne	$79.00
Sod, soil, bricks and small concrete debris (not exceeding 30 centimetres in any dimension) from sources from outside the City.	per tonne	$121.00
Residential Food Waste from sources within the City	per tonne	$0.00
Residential Food Waste from sources outside the City	per tonne	$137.00
Commercial Food Waste from sources within the City	per tonne	$90.00
Commercial Food Waste from sources outside the City	per tonne	$142.00
Residential Recyclables	per tonne	$0.00
Off-rim tires (passenger car and light truck tires only)	per tire	$0.00
On-rim tires (passenger car and light truck tires only)	per tire	$8.00
Mattress Recycling fee from sources within the City	per unit	$13.25
Mattress Recycling fee from sources outside the City	per unit	$21.00
Surcharge on the higher disposal fee for any unsorted loads (charged at the highest tipping fee applicable to any material in the load)	per tonne	50%
Surcharge for unsecured loads (charged at the highest tipping fee applicable to any material in the load)	per load	50%
Alternative cover material, contaminated soil, animal mortalities, food production waste and other non-hazardous, but less common materials from sources within the FVRD	per tonne	To be determined on a case-by-case basis

SCHEDULE "B"

COLLECTION & PROCESSING FEES - EFFECTIVE JANUARY 1, 2025

	Curbside or On-site Collection and Processing				**Rural Processing**
	Annual Garbage Collection Fee per unit		Annual Compostables & Recyclables Collection Fee per unit		Compostables & Recyclables Processing Fee per unit
	Default	**Opted in**	**Default**	**Opted in**	**Default**
Single Family Dwelling	$117.24	n/a	$209.28	n/a	$24.00
Secondary Dwelling	$97.92	n/a	$175.20	n/a	$20.64
Multi Family Dwelling	n/a	$117.24	$86.76	$209.28	n/a
Compact Housing	n/a	n/a	$18.12	n/a	n/a

SCHEDULE "C"

RECYCLABLES

The materials listed in this Schedule are accepted in the Curbside Collection service, On-site Collection service and required to be included in collection from Commercial Property:

a) Paper products, including any paper product made entirely out of paper fibre (excluding egg cartons), such as:
   i. newspaper & newsprint
   ii. magazines, phone books & paperback books
   iii. office paper & mail envelopes
   iv. cereal boxes & tissue boxes
   v. cardboard boxes (flattened)
   vi. dairy cartons

b) Glass packaging, including all food and household-related bottles and jars, but excluding drinking glasses, window glass, mirrors, light bulbs and ceramics.

c) Metal packaging, including:
   i. tin food and pet food cans
   ii. metal lids
   iii. aluminum trays and foil

d) Plastics, limited to rigid packaging and items with a plastics code of #1 (PET), #2 (HDPE), #4 (LDPE) and #5 (PP), including:
   i. shampoo & detergent bottles
   ii. yogurt and margarine containers
   iii. ice cream pails
   iv. milk jugs

   and plastic film, including:
   v. stretchy (Saran™) wrap
   vi. bubble wrap
   vii. grocery & bread bags
   viii. Ziploc™ bags

e) Deposit beverage containers, including:
   i. pop bottles & cans
   ii. juice cartons
   iii. drink boxes & pouches

All Recyclables must be clean and dry.