

Subdivision 1 - Interpretation

7.1.1. 1. In this Division, unless the context otherwise requires:

“Bi-weekly Collection” means the scheduled collection once in a two-week period.

“Certified Compostable” means materials approved by the Biodegradable Products Institute (BPI) that are designed to completely biodegrade at an industrial composting facility.

“Collection Service” means the service for the collection of Residential Solid Waste.

“Commercial Premises” means business establishment or institution facilities. This includes but is not limited to educational and health care facilities, and churches;

“Construction Camp” means a building or collection of buildings for temporary residential use as workforce accommodation for an industrial construction project where residents are provided with (a) exclusive sleeping accommodation units with individual or communal bathroom(s) but no cooking facilities; and (b) meals in communal dining area(s).

“Container” shall mean a rigid plastic or paper receptacle used for temporary storage of Garbage, Food Waste, Recyclable Material, or Yard Waste. This may refer to bags, boxes, bins, cans, or carts owned by the owner or occupier or the District, and used for the Collection Service.

“Contractor” means the person or persons under contract with the District of Kitimat to provide Collection Service.

“Corrugated Cardboard” means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

“Director of Engineering” means the Director of Engineering Services or the Municipal Engineer of the District of Kitimat or their designated representative;

“District” means the District of Kitimat;

“Division” means Part 7, Division 1 of the *Kitimat Municipal Code*.

Part 7, Division 1 – Residential Solid Waste Collection

Subdivision 1 – Interpretation (continued)

7.1.1. “Dwelling Unit” means a room or suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities and has a separate entrance at first story level. For clarity, does not include Motor Home or Trailer.

“Food Waste” means vegetative matter, food processing waste, kitchen waste and other organic wastes that can be composted, and includes but is not limited to: 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, filters, tissues, paper towels, food soiled paper, and waxed cardboard but does not include Yard Waste.

“Food Waste Container” means a Container for Food Waste as set out in Schedule “A”.

“Garbage” means discarded matter including refuse, waste, noxious, offensive and unwholesome materials, but does not include Yard Waste, Food Waste, Recyclable Material, or Prohibited Waste.

“Garbage Container” means a Container for Garbage as set out in Schedule “A”.

“Industrial Premise” means an industry or manufacturing operation including but not limited to forestry, pulp and paper, mining or fisheries, aluminum smelter, or natural gas operations.

“Kraft Paper Bag” means a paper yard waste bag made from readily compostable kraft paper, specifically designed for Yard Waste.

“Motor Home” has the same meaning as the *Motor Vehicle Act* R.S.B.C. 1996, c.318 and amendments thereto.

“Prohibited Waste” means items as set out in Part 7, Division 2, Subdivision 8.

“Recycle BC” means MMBC Recycling Inc. doing business as Recycle BC.

“Recyclable Material” means paper, paper packaging and cardboard, including Corrugated Cardboard, empty, rinsed plastic containers, empty, rinsed cartons and paper cups, empty, rinsed aluminum containers, and empty, rinsed steel containers, and as may be indentified by Recycle BC as acceptable in Recycle BC’s curbside collection program.

Part 7, Division 1 – Residential Solid Waste Collection

Subdivision 1 - Interpretation

- 7.1.1. “Recyclable Material Container” means a Container for Recyclable Material as set out in Schedule “A”.
- “Residential Solid Waste” means Garbage, Food Waste, Recyclable Material and/or Yard Waste generated by a Dwelling Unit.
- “Service Area” means within the boundaries of the District.
- “Solid Waste” means Food Waste, Garbage, Recyclable Material, and Yard Waste.
- “Trailer” has the same meaning as the *Motor Vehicle Act* R.S.B.C. c. 318 and amendments thereto.
- “Yard Waste” means all organic material produced by a yard or garden including grass clippings, hedge and tree pruning materials, small twigs, chipped tree waste, branches not exceeding 12 mm (1/2 inch) in diameter and 1.2m (4 feet) in length, and weeds and material from flower beds and vegetable gardens.
- “Yard Waste Container” means a container for Yard Waste as set out in Schedule “A”.
- “Weekly Collection” means the scheduled collection once every week.

Subdivision 2 - General Control

- 7.1.2
1. The District is hereby authorized to provide a Collection Service within the Service Area.
 2. Every owner or occupier of a Dwelling Unit within the Service Area which generates Residential Solid Waste shall be responsible for its proper storage and disposal in accordance with the applicable regional, provincial, federal and local government legislation.
 3. Every owner or occupier of an eligible Dwelling Unit located within the Service Area shall store Solid Waste in a manner to prevent access by wildlife or domestic animals, such as in an enclosed garage or fully enclosed storage bin or storage shed.
 4. Every owner or occupier of a Dwelling Unit located within the Service Area shall use the Collection Service for the collection, removal, management, and disposal of Residential Solid Waste generated in a Dwelling Unit.

Part 7, Division 1 – Residential Solid Waste Collection

Subdivision 2 - General Control

- 7.1.2
5. Despite any other provision in this Division, where the Director of Engineering may consider that a Dwelling Unit cannot be safely or efficiently serviced, the Director of Engineering may exclude that Dwelling Unit from the Collection Service and, upon notice to the owner of the Dwelling Unit, the Dwelling Unit is not permitted or required to receive the Collection Service.
 6. An owner or occupier of a Dwelling Unit located within the Service Area shall not cause or permit any Residential Solid Waste to collect or accumulate at their Dwelling Unit.

Subdivision 3 – Administration of Division

- 7.1.3
1. The Director of Engineering is authorized to administer this Division including the supervision, control, and direction of the collection, removal, and disposal of Residential Solid Waste within the Service Area.
 2. The decision of the Director of Engineering shall be conclusive with regard to the quantities and classes of Solid Waste and other matter as it pertains to the Collection Service.
 3. The District or its agents shall have the right to enter at all reasonable times upon any property to determine whether the provisions of the Kitimat Municipal Code for the Residential Solid Waste Collection Service are being complied with.

Subdivision 4 – Preparation for Collection - General

- 7.1.4.
1. Unless otherwise provided for in this Division, no person shall place for collection any Prohibited Waste.
 2. No person shall place for collection Solid Waste not generated by a Dwelling Unit.
 3. No liquid in free form shall be placed in any Container for collection.
 4. No solids or greases which may adhere to the collection vehicle, shall be put or placed in any Container for collection unless wrapped.

Part 7, Division 1 – Residential Solid Waste Collection

Subdivision 4 – Preparation for Collection - General

- 7.1.4. 5. Every owner or occupier of a Dwelling Unit served by the Collection Service:
- a) Shall place Residential Solid Waste for collection in accordance with the *Kitimat Municipal Code*;
 - b) Shall place the Solid Waste Container for collection by 8:00 a.m. but not earlier than 4:30 a.m. on the day scheduled for its collection in full view on the property line abutting the roadway which the Collection Service is provided such that the Container can be conveniently handled from the ground level and readily accessible from such roadway.
 - c) Shall remove and properly store the Container by 9:00 p.m. on the collection day.
 - d) Shall keep all Containers in good and sanitary condition, and shall replace any which become damaged or dangerous to persons handling them.
 - e) Shall pickup and properly dispose of any loose Residential Solid Waste by 9:00 p.m. on the collection day;
 - f) Shall not compress Residential Solid Waste into any Container in a manner that will inhibit the materials from freely being collected during the collection process;
 - g) Shall at all times, unless authorized by the Director of Engineering, keep Containers on the premises they are intended to serve, and shall not be kept or encroach upon or project over any street, lane or public place, except for the purpose of collection.

Subdivision 5 – Preparation for Collection - Garbage Container

- 7.1.5. 1. No person shall place items other than Garbage in a Garbage Container for collection.
2. No person shall place for collection a Garbage Container containing Garbage that weighs more than 23 kilogram (50 lbs).
3. Garbage shall be drained of excess moisture and wrapped in a suitable waterproof material before being placed in a Garbage Container.
4. Garbage of a small or fly away nature such as hair, dry ashes, and sawdust shall be secured in a disposable container, plastic or paper bag, or wrapped in paper.

Part 7, Division 1 – Residential Solid Waste Collection

Subdivision 6 – Preparation for Collection - Recyclable Container

- 7.1.6. 1. No person shall place items other than Recyclable Material in a Recyclable Material Container for collection.
2. No person shall place for collection a Recyclable Material Container containing Recyclable Material that weighs more than 23 kilograms (50lbs).

Subdivision 7 – Preparation for Collection - Yard Waste

- 7.1.7. 1. No person shall place items other than Yard Waste in a Yard Waste Container for collection.
2. No person shall place for collection a Yard Waste Container containing Yard Waste that weighs more than 23 kilograms (50 lbs).

Subdivision 8 – Preparation for Collection - Food Waste

- 7.1.8. 1. Unless otherwise provided for in 7.1.8.2 or 7.1.8.3, no person shall place items other than Food Waste in a Food Waste Container for collection.
2. Moist Food Waste shall be drained of excess moisture and placed in a Certified Compostable bag or kraft paper bag inside the Kitchen Waste Container for collection.
3. Food Waste may be placed in a Certified Compostable bag or kraft paper bag inside the Kitchen Waste Container for collection.
4. No person shall place for collection a Food Waste Container containing Food Waste that weighs more than 23 kilograms (50 lbs.)

Subdivision 9 – Frequency of Collection Service

- 7.1.9. 1. Garbage Collection Service shall not be less than once Bi-Weekly.
2. Yard Waste Collection Service shall not be less than once Bi-Weekly from May to November.
3. Recyclable Material Collection Service shall not be less than once Bi-Weekly.
4. Food Waste Collection Service shall not be less than once weekly.
5. The frequency of the provision of the Collection Service is subject to change from time to time, as determined by the District or its agents, or as otherwise necessary to respond to environmental, emergency, and other unforeseeable circumstances.

Part 7, Division 1 – Residential Solid Waste Collection

Subdivision 10 – Container Limits

- 7.1.10.
1. Each Dwelling Unit is limited to collection of three (3) Garbage Containers per Collection Period.
 2. Each Dwelling Unit is limited to one (1) Food Waste Container per Collection Period.
 3. There is no limit on the number of Recyclable Material Containers per Collection Period.
 4. Each Dwelling Unit is limited to four (4) Yard Waste Container per Collection Period.
 5. Each Dwelling Unit shall make alternate disposal arrangements for Residential Solid Waste in excess of the limits set out in this Division.

Subdivision 11 – Litter Management

- 7.1.11.
1. No person shall accumulate, spill, drop, dump, or dispose of any Solid Waste, Prohibited Waste, or any other material on any street, sidewalk, park or other lands owned by the District or other public property, or upon private property, whether owned by that person or not, unless that person has obtained the permission of the Director of Engineering.

Subdivision 12 – Tampering with Containers

- 7.1.12.
1. No person, except the owner or occupier of the Dwelling Unit shall place Residential Solid Waste for pickup with the Residential Solid Waste of others without the permission of the owner or occupier.
 2. No person, except the owner or occupier of the Dwelling Unit or an agent of the District shall tamper with, disturb, and/or move from a Residential Solid Waste Container, or from an area adjacent to a Residential Solid Waste Container, any material.
 3. Residential Solid Waste collected by the District or its agent becomes the property of the District.

Part 7, Division 1 – Residential Solid Waste Collection

Subdivision 13 - Solid Waste Collection Fees

- 7.1.13. 1. Every eligible Dwelling Unit shall pay for Collection Service as follows:

| Unit Served | Rate of Charge |
|-------------------|---|
| Property serviced | \$146.00 per year, per Dwelling Unit, payable by line charge as part of annual property taxes |

2. Properties that qualify for Schedule 4 grant of the *Home Owner Grant Act* and amendments thereto, shall receive a discount of TEN (10) percent for residential Collection Service charges on property tax notices associated with that property.

Schedule “A”

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|-------------------------------|---|
| Garbage Container | <ul style="list-style-type: none"> • Rigid plastic can: <ul style="list-style-type: none"> ○ Of not more than 121 litres capacity; and ○ Having a secure, non-hinged lid that suppresses odours and deters access to the contents by wildlife and domestic animals without the use of ropes, bungee cords, straps, string, or other such devices. |
| Yard Waste Container | <ul style="list-style-type: none"> • Kraft Paper Bags with a capacity of not more than 121 litres; or • Rigid plastic can: <ul style="list-style-type: none"> ○ of not more than 121 litres; ○ readily identifiable as containing Yard Waste; and ○ which may have a secure, non-hinged lid. |
| Recyclable Material Container | <p>For all Recyclable Material:</p> <ul style="list-style-type: none"> • Rigid plastic box: <ul style="list-style-type: none"> ○ Of not more than 90 litres; ○ Blue in colour; and ○ Readily identifiable as containing Recyclable Material. <p>For paper, paper packaging, and cardboard:</p> <ul style="list-style-type: none"> • Reusable, poly bag: <ul style="list-style-type: none"> ○ Of not more than 80 litres; ○ Yellow in colour; ○ Dimensions of 24”x30”; and ○ Readily identifiable as containing paper products. |
| Food Waste Container | <ul style="list-style-type: none"> • Rigid plastic cart: <ul style="list-style-type: none"> ○ Of not more than 57 litres; ○ Having a secure, hinged lid that suppresses odors and deters access to the contents by wildlife and domestic animals without the use of ropes, bungee cords, straps, string, or other such devices; ○ Green in colour; and ○ Readily identifiable as containing food waste. |