

**PEACE RIVER REGIONAL DISTRICT  
BYLAW NO. 2525, 2023**

A bylaw to establish regulations and fees for the disposal of  
solid waste within the Peace River Regional District

WHEREAS, the Province of British Columbia has mandated that the Peace River Regional District undertake Regional Solid Waste Management;

AND WHEREAS, pursuant to the Regional Solid Waste Management Local Service Area Establishment Bylaw No. 1044, 1996, the Peace River Regional District has established the service of the regulation, storage and management of regional solid waste pursuant to the *Local Government Act*, S.B.C. 2015, c. 1 (the "*Local Government Act*");

AND WHEREAS, Regional Solid Waste Management Local Service Area Establishment Bylaw No. 1044, 1996 provides that annual costs may be recovered by the imposition of fees and other charges that may be fixed by separate bylaw;

AND WHEREAS, the Regional Board of the Peace River Regional District considers it desirable to adopt a new bylaw respecting the regulations, fees and charges for the disposal of solid waste within the Peace River Regional District;

NOW THEREFORE, the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

**GENERAL PROVISIONS**

1. This bylaw shall be cited as "Solid Waste Regulation and Fees Bylaw No. 2525, 2023."

~~1-2.~~ This bylaw shall take become in effect July 1, 2025.

**DEFINITIONS**

~~2-3.~~ In this bylaw, the following terms have the following meanings:

"**Animal Carcasses**" means carcasses or parts of the following:

- a. domestic pets;
- b. livestock, as that term is defined in the *Livestock Act*, R.S.B.C. 1996, c. 270, as amended from time to time;
- c. game, wildlife, and domestic animals, as those terms are defined in the *Wildlife Act*, R.S.B.C. 1996, c. 488, and as designated in the *Designation and Exemption Regulation*, B.C. Reg. 168/90 (*Wildlife Act*), as amended from time to time;

and does not include **Specified Risk Material**.

"**Asphalt Shingles**" means roofing material used for waterproofing buildings;

"**Attended Facility**" means a **Facility** which has attending **Site Operators** that manage the site during posted business hours;

"**Bulky Waste**" means an article of Solid Waste article having a volume greater than 1.0 cubic metre (10.76 cubic feet) or a length greater than 1.0 metre (39.6 inches), including, but not limited to, household furniture, mattresses, box springs, sofas, and chairs;

"**Burial**" means the placement of **Solid Waste** into a **Landfill** where **Solid Waste** is spread and compacted, and an application of cover soil or alternate cover is applied daily to minimize effects on the environment and public health and safety;

"**Clean Soil**" means soil, sediment, or fill material suitable for landfill cover, containing substances in quantities or concentrations less than those specified for Industrial Land in Schedule 3.1 of the *Contaminated Sites Regulation*, B.C. Reg. 375/96, as amended from time to time, and is free of visible waste materials such as wood, plastic, or metal;

"**Clean Concrete Rubble**" means structural material consisting of a hard, chemically inert particulate substance containing sand and gravel that is bonded together by cement and water, such as ceramic, brick, masonry, or **Concrete**, which does not contain rebar or metal reinforcing, and has a piece size less than 15 centimeter cube and is free of waste materials such as loose soil, gravel or other unconsolidated materials;

"**Concrete**" means structural material consisting of a hard, chemically inert particulate substance containing sand and gravel that is bonded together by cement and water, such as ceramic, brick, masonry, or **Concrete**, which does or does not contain rebar or metal reinforcing and has a piece size greater than a 15 cm cube, and is free of waste materials such as loose soil, gravel or other unconsolidated material;

"**Contaminated Soils**" means soil, sediment, or fill material suitable for landfill cover, containing substances in quantities or all other contaminations greater than those specified for Industrial Land under Schedule 3.1 of the *Contaminated Sites Regulation*, B.C. Reg. 375/96, as amended from time to time;

"**Controlled Waste**" means a material, substance, or object which may create health hazards, nuisances or environmental pollution and may require **Special Handling**, including, but not limited to the following:

- a. **Invasive Plants;**
- b. **Clean Soil;**
- c. **Impacted Soils;**
- d. **De-Watered Biosolids;**
- e. **Yard and Garden Waste;**
- f. agriculture by-products as defined in the *Code of Practice for Agriculture Environmental Management*, B.C. Reg. 8/2019, enacted under the **Environmental Management Act**;
- g. food processing waste;
- h. **Bulky Waste;**

- i. empty **Drums** that are not crushed and not previously used for the transport or storage of **Prohibited Waste**;
- j. agricultural waste including, but not limited to, wire, twine and plastic materials;
- k. **Asphalt Shingles**;
- l. **Demolition, Land Clearing, and Construction Waste**; and
- m. **Animal Carcasses**;

**“Corrugated Cardboard”** means a recyclable material consisting of three or more layers of Kraft paper material and having smooth exterior liners and a corrugated or rippled core, but excluding containers which are impregnated with blood, grease, oil, chemicals, food residue, or are contaminated with material which will render the corrugated cardboard not marketable;

**“Demolition, Land Clearing, and Construction Waste”** means:

- a. waste produced from the construction, renovation, deconstruction, and demolition of buildings and other structures, including, but not limited to the following: wood, roofing, insulation, flooring, floor covering, fiberglass, windows, metals, plastics, gypsum or wallboard, and material or devices (such as cabinetry, electrical or plumbing) which usually are permanently affixed to the building;
- b. tree stumps, root mats, branches, brush, logs, vegetation, or other woody debris generated from land clearing activity that is greater than 10cm in diameter; and
- c. ~~rocks and soil containing by volume 10% or more of rock greater than 10cm in diameter; from land clearing activities;~~

and does not include **Hazardous Waste** or **Recyclable Material**;

**“De-Watered Biosolids”** means stabilized, dewatered treatment plant sludge resulting from the treatment of liquid waste;

**“Disposal”** means leaving **Solid Waste** at a **Facility** for the purpose of landfilling, recycling or composting;

**“Diversion Program”** means a program established by the **Regional District** to divert waste from a landfill for processing, recycling, or repurposing;

**“Divertible Waste”** means waste, **Recyclable Material**, or **Stewardship Materials** that are not subject to **Burial** at a **Landfill** and are instead utilized onsite or recycled and marketed, including, but not limited to the following:

- a. **Wood Waste**;
- b. **Metal Waste**;
- c. **Tires**;
- d. **Clean Concrete Rubble**;
- e. **Concrete**;
- f. **Stripped Vehicle Hulks**
- g. **Un-Stripped Vehicle Hulks**;

**"Drums"** means plastic or metal barrels larger than 50 litres in capacity;

**"Environmental Management Act"** means *Environmental Management Act*, S.B.C. 2003, c. 53, as amended from time to time, and any regulations thereunder;

**"Facility"** means a **Landfill** or **Transfer Station** owned and operated by the **Regional District** and used for receiving and/or processing of **Solid Waste** or **Recyclable Material**, and includes other Landfills or Transfer Stations that the Regional District may establish from time to time;

**"Fall Cleanup"** means the period of time identified by the Regional Board annually between September 1st and November 30th;

**"General Manager"** means the person holding the position of "General Manager of Environmental Services" in the Regional District, or his or her designate;

**"Hazardous Waste"** means the following

- a. natural or man-made waste which is radioactive, toxic, pathogenic, corrosive or explosive;
- b. any chemical, compound, mixture, item or substances now or hereafter included in the definition of **Hazardous Waste** in the *Hazardous Waste Regulation*, B.C. Reg. 63/88 (*Environmental Management Act*); and
- c. any other substance which constitutes or creates a health or safety risk, as determined by the General Manager;

**"Household Waste"** includes, but is not limited to, domestically generated rubbish, waste, and discarded materials including ashes, floor sweepings, ceramics, pottery, glass, food waste, fabrics, plastics, metals, non-recyclable packaging, and containers, and does not include other forms of **Solid Waste**;

**"Impacted Soils"** means soil, sediment, or fill material suitable for landfill cover, which:

~~a.~~ originates from developed lands ~~and~~;

~~b-a.~~ requires laboratory testing to confirm that substances contained within the material are in quantities or concentrations less than those specified for Industrial Land in Schedule 3.1 of the *Contaminated Sites Regulation*, B.C. Reg. 375/96 (*Environmental Management Act*), as amended, from time to time;

~~c-b.~~ is not defined as a **Hazardous Waste** under the *Hazardous Waste Regulation*, B.C. Reg. 63/88 (*Environmental Management Act*); and

~~d-c.~~ ~~Clean Soils that not containing other visibly detected waste~~ ~~visible amounts of waste~~ materials such as wood, plastic or metal;

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**"Industrial, Commercial and Institutional Customers"** means a person engaged in the collection, transportation, or disposing of waste materials for profit, or a person collecting, transporting, or disposing of **Industrial, Commercial and Institutional Waste**;

**"Industrial, Commercial, and Institutional Recycling"** means **Recyclable Material** that originates from businesses, institutional facilities and establishments including, but not limited to, office buildings, retail and wholesale establishments, restaurants, schools, colleges, libraries, hospitals and prisons;

**"Industrial, Commercial, and Institutional Waste"** means **Solid Waste** that originates from businesses, institutional facilities and establishments including, but not limited to, office buildings, retail and wholesale establishments, restaurants, schools, colleges, libraries, hospitals and prisons;

**"Industrial Waste"** means solid waste materials discarded from the manufacturing, processing or production of goods and products, including, but not limited to, waste generated from industrial operations such as forestry, pulp and paper, mining, oil and gas, and food processing;

**"Invasive Plants"** includes:

- a) plants that are not native to the province and the region; and
- b) weeds that are designated as noxious weeds under the *Weed Control Regulation*, B.C. Reg. 66/85 (*Weed Control Act*), as amended from time to time;

**"Landfill"** means a location operated by, or on behalf of, the **Regional District** for **Burial of Solid Waste** on land regulated by the British Columbia Ministry of Environment and Climate Change Strategy;

**"Metal Waste"** means recyclable ferrous and non-ferrous metallic materials, and includes appliances that do and do not contain **Ozone Depleting Substances**;

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

**"Ozone Depleting Substances"** means any and all chemical agents that, upon release into the atmosphere, have a detrimental effect on stratospheric ozone levels, and includes **Ozone Depleting Substances** as defined in the *Ozone Depleting Substances and Other Halocarbons Regulation*, B.C. Reg. 387/99 (*Environmental Management Act*), as amended from time to time;

**"Prohibited Waste"** means a waste prohibited from **Burial** and includes, but not limited to the following:

- a. liquids;
- b. slurries, except as otherwise specifically provided for in this Bylaw;
- c. ignitable waste;
- d. reactive waste;

- e. radioactive waste;
- f. **Hazardous Waste**;
- f.g. **Saturated with Blood**;
- g.h. **Industrial Waste**;
- h.i. **Contaminated Soils**;
- i.j. Explosives;
- j.k. material that is on fire or smouldering ashes;
- k.l. material that was previously on fire and has not been extinguished for at least 30 days except with a letter from a recognized municipal, local or volunteer fire department, confirming that the material has been fully extinguished and is ready for **Disposal**;
- l.m. coated steel pipe ("yellow jacket") or insulated pipe;
- m.n. wire rope / fencing in excess of 1.2 metres (4 feet) in length;

"**Recyclable Material**" means materials that can be managed through existing recycling or stewardship programs and for which commercial markets exist that includes but is not limited to, newspaper, paper, cardboard, metal and glass containers;

"**Recycling Depot**" means a facility used for the collection, repackaging and shipping of **Recyclable Materials**;

"**Recycling Regulation**" means the *Recycling Waste Regulation*, B.C. Reg. 449/2004 (Environmental Management Act), as amended from time to time;

"**Regional District**" means the Peace River Regional District;

"**Regional District Personnel**" means employees and contractors of the Regional District;

"**Residential Customer**" means a person, including as a homeowner or tenant, engaged in the collection, transportation, or disposing of waste materials from a residential source for no profit;

"**Restricted Waste**" means the following materials, which may require **Special Handling** and storage techniques to avoid creating health hazards, nuisances, environmental or operational issues including, but not limited to, the following:

- a. **Specified Risk Material**;
- b. **Waste Asbestos**; and
- c. **Corrugated Cardboard**;

"**Saturated with Blood**" means a item originating from a hospital that will release liquid or semi-liquid blood if compressed,

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

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**"Solid Waste"** means any discarded matter, including, but not limited to the following:

- a. **Household Waste,**
- b. **Divertible Waste,**
- c. **Controlled Waste,**
- d. **Restricted Waste,**

and does not include **Industrial Waste**, or **Prohibited Waste**;

**"Special Handling"** means handling that includes, but is not limited to, unloading assistance, analytical analysis, extra excavation, trenching, grinding, chipping, lining, or extra cover, for materials that may pose an increase exposure risk;

**"Specified Risk Material"** has the meaning ascribed to it by the *Fertilizers Regulations*, C.R.C., c. 666 (*Fertilizers Act*), as amended from time to time;

**"Spring Cleanup"** means the period of time identified by the Regional Board annually between March 1st and June 30<sup>th</sup>;

**"Stewardship Materials"** means any solid waste or **Recyclable Material** in an approved extended producer responsibility plan as defined in the Recycling Regulation;

**"Stripped Vehicle Hulk"** means a wrecked or derelict vehicle body that has had its **Tires**, automotive fluids, lubricating oils, shocks, **Ozone Depleting Substances**, batteries, fuel tanks, and other similar materials removed;

**"Tipping Fees"** means the fees charged by the **Regional District** for disposing of **Solid Waste** at **Attended Facilities**, set out in Schedules A through C of this bylaw;

**"Tires"** means, but not limited to, the outer pneumatic rubber covering of wheels, and includes the following:

- a. **"Tires – Light Duty"** means the outer pneumatic rubber covering of wheels from a passenger car, light truck, small RV, and multipurpose passenger vehicles (usually marked P, LT, or T), as well as from a golf cart, motorcycle, all-terrain vehicle, lawn tractor, Forklift, Small Utility Trailer, Bobcat/Skidsteer (16" and under), or drive and free rolling farm and implement **Tires** (measuring 16" and under);
- b. **"Tires – Medium Duty"** means the outer pneumatic rubber covering of wheels from commercial trucks, buses, large RVs (which are not marked P or LT), or drive and free rolling **Tires** used on tractors and combine equipment (usually marked R or HF and measure 16.5"-25.5");
- c. **"Tires – Heavy Duty"** means the outer pneumatic rubber covering of wheels from forklift, bobcat/Skid Steer (measuring 16.5" and over), Logger/Skidder, Large Agricultural Drive **Tires** (usually marked LS measuring 26" and over);

**"Transfer Station"** means a site that is operated by, or on behalf of, the **Regional District** for the temporary storage of **Solid Waste** prior to the material being transported to a **Landfill** for diversion or **Burial**;

**"Un-Attended Facility"** means a **Facility** which does not have attending Site Operators that manage the site during posted business hours;

**"Unsorted Load"** means any loads of **Household Waste, Controlled Waste or Restricted Waste** containing greater than 5% combined weight of **Divertible Waste or Demolition, Land Clearing, and Construction Waste**;

**"Un-Stripped Vehicle Hulk"** means a wrecked or derelict vehicle body which has not had its **Tires, automotive fluids, lubricating oils, shocks, Ozone Depleting Substances, batteries, fuel tanks, and other similar materials removed**;

**"Waste Asbestos"** has the meaning set out in the *Hazardous Waste Regulation*, B.C. Reg. 63/88 (*Environmental Management Act*);

**"Wood Waste"** means wood products, including, but not limited to, trees and branches, dimensional lumber, plywood, board ends, particle board, fibre board, oriented strand board, pallets, crating, wood fencing, wood shingles, or wood doors, which may be contaminated with coatings, nails, screws, or small hinges and has been separated from other **Demolition, Land Clearing, and Construction Waste**;

**"Yard and Garden Waste"** means uncontaminated green waste including, but not limited to, grass, lawn and hedge clippings, grass sod, leaves, flowers, vegetable stalks, woody or herbaceous waste, and prunings up to 5 centimeters in diameter, and does not include **Invasive Plants**, tree stumps, prunings greater than 5 centimeters, soil, or food waste.

#### **CONDITIONS OF USE**

~~3-4.~~ The **Regional District** may establish a **Facility** for the purpose of collecting **Solid Waste**.

~~4-5.~~ Every person delivering **Solid Waste** to a **Facility** shall deposit the **Solid Waste** in accordance with:

- the provisions of this bylaw and any other applicable federal or provincial laws and regulations pertaining to the collection and **Disposal of Solid Waste**; and
- all rules and directions of the **Site Operators, Regional District Personnel, or Officers** whether such rules or directions are in the form of signage, written or verbal instructions.

~~5-6.~~ No person shall dispose of any **Solid Waste** at any **Facility** except in accordance with this bylaw.



- ~~6-7.~~ **Site Operators and Regional District Personnel** may determine, in their discretion:
- the location in which **Solid Waste** that is brought into a **Facility** shall be placed;
  - the allowable quantity of **Solid Waste** within a **Facility**;
  - whether there is capacity for **Solid Waste** in a **Facility**;
  - whether to reject **Solid Waste** that is brought into a **Facility** where there is no available capacity.

- ~~7-8.~~ An **Officer, Site Operator, or Regional District Personnel** may inspect any **Solid Waste** brought into a **Facility** for the purpose of determining:
- compliances with this Bylaw;
  - the contents of the Solid Waste for the purpose of a waste audit.

- No person shall dispose of **Industrial, Commercial and Institutional Recycling** which originated from outside the **Regional District** at a Facility, except with the written permission of the **General Manager**;
- No person shall dispose of **Prohibited Waste** at any **Facility**.
- Every person disposing of **Prohibited Waste** shall dispose of **Prohibited Waste** in a site authorized under the provisions of *Environmental Management Act*.
- Every person disposing of **Industrial, Commercial and Institutional Recycling** shall utilize a **Recycling Depot** prior to taking the material to a **Landfill**.
- The **General Manager** may make directions from time to time as needed in the handling of **Industrial, Commercial and Institutional Recycling**.
- Every person in the **Regional District** shall dispose of **Household Waste** at a **Facility** in accordance with the provisions of this bylaw.
- Every person in the **Regional District** shall dispose of **Divertible Waste**, and **Controlled Waste** at an **Attended Facility** in accordance with the provisions of this bylaw.
- Every person in the **Regional District** shall dispose of **Restricted Waste** at a **Landfill** in accordance with the provisions of this bylaw.
- No person shall dispose of **Restricted Waste** at a **Landfill** without first obtaining written permission to do so from the **General Manager**.
- In granting a person with written permission to deposit **Restricted Waste** at a **Landfill**, the **General Manager** may impose terms and conditions regarding the time, place, and manner in which such **Restricted Waste** is to be deposited at the **Landfill**.

19. Every person disposing of **Restricted Waste** at a **Landfill** shall deposit such **Restricted Waste** in accordance with the terms and conditions imposed by the **General Manager**.
20. All **Solid Waste** deposited at a **Facility** becomes the property of the **Regional District**.
21. No person shall remove or salvage any **Solid Waste** deposited at a **Facility** without the prior written approval of the **Regional District**.
22. Any person disposing of **Solid Waste** at a **Facility** shall sort and separate all **Divertible Waste**, **Restricted Waste**, **Controlled Waste**, and **Household Waste** into each respective material types referenced under column one ("Material Types") in Schedules A and B of this Bylaw prior to entering a **Facility**.
23. Where **Divertible Waste** is not sorted and separated from **Household Waste**, **Controlled Waste**, or **Restricted Waste** materials prior to **Disposal**, the **Site Operator** or **Regional District Personnel** may:
  - a. apply higher fees for **Unsorted Load**; or
  - b. refuse to accept the **Solid Waste** for disposal.
24. Every person depositing **Solid Waste** at an **Attended Facility** shall:
  - a. proceed directly to the unloading area upon being directed to do so by the **Site Operator**;
  - b. unload the **Solid Waste** from their vehicle in an expeditious manner; andleave the unloading area immediately after unloading their vehicle.
25. Every person depositing **Solid Waste** at a **Facility** shall only travel along signed and designated roadways around the Facility.
26. No person shall deposit **Solid Waste** at a **Facility** in such a manner as to create a safety hazard for **Regional District Personnel** or the public at large.
27. No person shall cause **Solid Waste** to be contaminated with **Prohibited Waste**.
28. No person shall light, smoke or vape any cigarettes (including electronic cigarettes), cigars, or pipes within the boundaries of any **Facility**, unless in a designated smoking area identified by signage.
29. No person shall ignite a fire or cause a fire to be ignited at any **Facility**, or bring any burning materials or hot ashes to a **Facility**.
30. A person shall not operate a vehicle within the areas surrounding a **Landfill** in such a manner as to exceed the posted speed limits, create excessive noise, or create a hazardous condition.
31. No person shall loiter at a **Facility**.

~~32.~~ No person shall enter a **Facility** outside of the operating hours of the **Facility**, without prior consent from the **Regional District**.

~~33.~~ Persons entering a **Facility** do so at their own risk. The **Regional District** accepts no liability whatsoever for damage and/or injury to persons or property at the **Facility**.

~~32.~~

#### **FEES AND CHARGES**

~~33.~~~~34.~~ Every person disposing of **Solid Waste** at an **Attended Facility** shall pay to the **Regional District** the applicable fees and charges as in the amounts established by Schedules A through C of this bylaw.

~~34.~~~~35.~~ The weight of **Solid Waste** to be disposed of at an **Attended Facility** shall be determined by the difference between the weight of the loaded vehicle immediately prior to the deposit of the **Solid Waste** and the weight of the unloaded vehicle immediately after the deposit of the **Solid Waste**, through the use of a weigh scale provided by the **Attended Facility**.

~~35.~~~~36.~~ If a weigh scale at an **Attended Facility** is not present or operational, the **Site Operator** shall charge Tipping Fees in accordance with the volume-based rates set out in Schedule B.

~~36.~~~~37.~~ Every person must pay the fees and other charges applicable in relation to the **Disposal** of **Solid Waste** at an **Attended Facility** to the **Site Operator** immediately after the weight or volume of the **Solid Waste** to be disposed of is determined.

~~37.~~~~38.~~ Any person depositing **Solid Waste** at a **Landfill** on a regular basis may apply to the **Regional District** for credit and, if a credit is granted to that person, payment of the applicable fees and other charges imposed by the provisions of this bylaw shall be made, and the credit extended, on the following conditions:

- a. The **Regional District** may require a deposit from businesses not resident in the **Regional District**;
- b. The person receiving credit shall pay the **Regional District** all outstanding fees and other charges in full, within 30 days of receiving the invoice. The **Regional District** will invoice monthly for **Solid Waste** delivered during the preceding month. The invoice amount will be based on the total quantity of **Solid Waste** delivered during the month, and the disposal rates in effect at the time of delivery;
- c. Late payment by the person receiving credit shall be subject to an interest penalty charge of 1.5% per month; and,
- d. The **Regional District** reserves the right to cancel, upon five (5) days' notice, the credit offered herein for late payment, non-payment, or other justified cause, at the sole discretion of the **Regional District**.

~~38.~~~~39.~~ If **Solid Waste** is delivered to a **Facility** and disposed of in a manner that is not sorted and separated in accordance with the provisions of this Bylaw, the applicable Tipping Fees for the **Disposal** of such **Solid Waste** shall be calculated on the basis of the highest fee per unit measure in Schedules A through C which would have been applicable had the **Solid Waste** received been sorted and separated.

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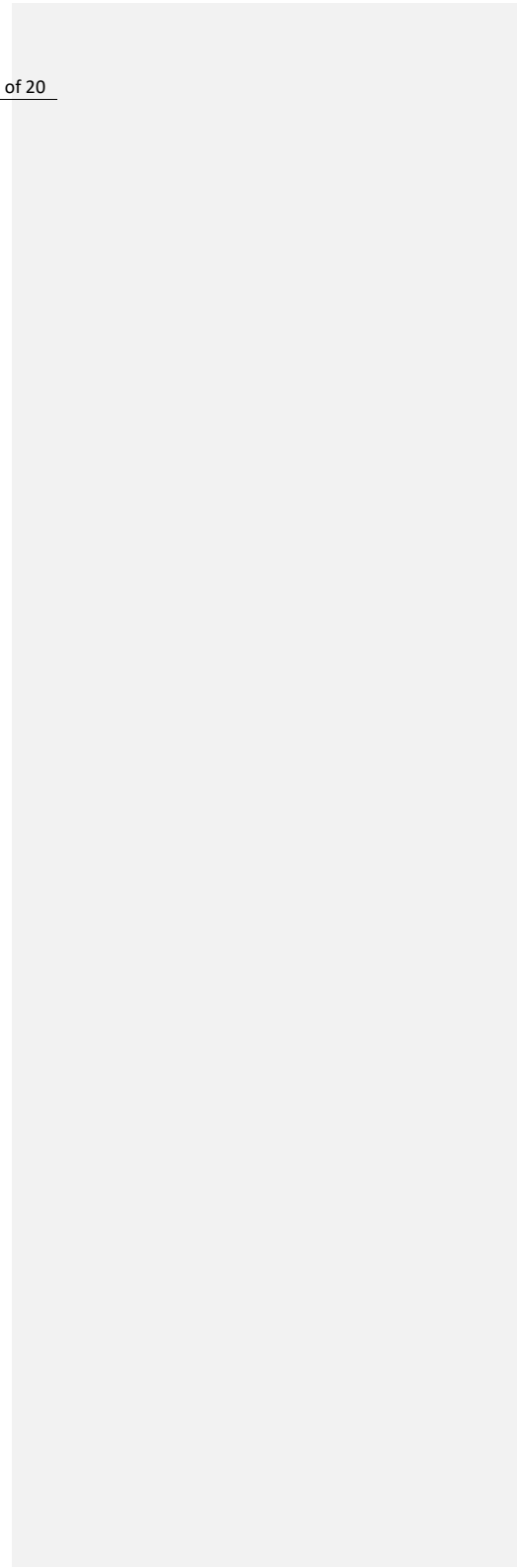
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~~39.40.~~ Despite otherwise specifically provided for in this bylaw, upon approval of the Regional Board, **Tipping Fees** may be waived in any of the following circumstances, at the sole discretion of the Regional Board:

- a. Clean-up **Disposal** as a result of illegal dumping activities, or a disaster event;
- b. Establishing pilot programs for new initiatives;
- c. Provision of community clean-ups or **Spring Cleanup** and **Fall Cleanup** events; or
- d. As a result of partnering with a Stewardship program for the collection of **Stewardship Materials**.

~~40.41.~~ **Tipping Fees** are not paid to the Regional District at **Un-Attended Facilities**.

#### **ENFORCEMENT**

~~41.42.~~ Every person who:

- a. contravenes any provision of this Bylaw;
  - b. suffers or permits any act or thing to be done in contravention of this Bylaw; or,
  - c. neglects or refrains to do any act required to be done by this Bylaw;
- is guilty of an offence and, upon summary conviction, is liable to a fine of not less than \$500.00 and not more than \$2,000.00.

~~42.43.~~ The penalties imposed under section 41 above shall be in addition to and not in substitution for any other penalty or remedy imposed by this Bylaw or any other statute, regulation or law.

~~43.44.~~ Each day that an offence continues under this Bylaw shall be deemed to constitute a separate offence.

~~44.45.~~ Despite any other provision of this bylaw, a person who causes damage to a **Facility** shall be responsible to pay all costs associated with remediation of the **Facility**.

#### **SEVERABILITY**

~~45.46.~~ If any section, subsection, sentence, clause, or phrase of this bylaw is declared invalid by a court of competent jurisdiction, the invalid portion shall be severed, and the remainder of the bylaw shall remain valid and enforceable.

#### **INTERPRETATION**

~~46.47.~~ The headings used in this bylaw are for convenience only, and do not form part of this bylaw, and are not to be used in interpreting this bylaw

#### **REPEAL**

~~47.48.~~ The following bylaws and all amendments are repealed:

- a. Solid Waste Regulation and Fees Bylaw No. 750, 1991; and
- b. Solid Waste Regulation and Fees Bylaw No. 2065, 2013; and
- c. Solid Waste Regulation and Fees Bylaw No. 2342, 2018; and
- d. Solid Waste Regulation and Fees Bylaw No. 2410, 2020; and
- e. Solid Waste Regulation and Fees Bylaw No. 2463, 2021.

**SCHEDULES**

48-49. The Schedules listed below are attached and form part of this bylaw:

- a. SCHEDULE A – Fees and Charges by Weight
- b. SCHEDULE B – Fees and Charges by Volume
- c. SCHEDULE C – Miscellaneous Charges

READ A FIRST TIME THIS      29<sup>th</sup> day of June, 2023.

READ A SECOND TIME THIS      29<sup>th</sup> day of June, 2023.

READ A THIRD TIME THIS      29<sup>th</sup> day of June, 2023.

I hereby certify the foregoing to be a true and correct copy of “Solid Waste Regulation and Fee Bylaw No. 2525, 2023”, as read a third time by the Peace River Regional District Board on the 29<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Tyra Henderson, Corporate Officer

Ministry of Environment and  
Climate Change Strategy  
approval received this      \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ADOPTED THIS      \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Leonard Hiebert, Chair

(Corporate Seal has been affixed to the original  
bylaw)

\_\_\_\_\_  
Tyra Henderson, Corporate Officer

I certify this to be a true and correct copy of  
“Solid Waste Regulation and Fee Bylaw No. 2525, 2023”,  
as adopted by the Peace River Regional District Board on  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Tyra Henderson, Corporate Officer

**SCHEDULE 'A' - FEES AND CHARGES BY WEIGHT**

All cash transactions shall be rounded to the nearest \$0.05

**PART I - HOUSEHOLD WASTE BY WEIGHT**

MATERIAL TYPE	Residential Customers	Industrial, Commercial, and Institutional Customers
	Minimum Fee: \$3.75	Minimum Fee: \$4.00
5 garbage bags or less (Minimum fee not applicable)	\$0.80 per bag	\$1.00 per bag
Household Waste	\$55.00 per tonne	\$60.00 per tonne

**PART II - DIVERTIBLE WASTE BY WEIGHT**

MATERIAL TYPE	Residential Customers	Industrial, Commercial, and Institutional Customers
	Minimum Fee: \$3.75	Minimum Fee: \$4.00
Diversion Program	No Charge	No Charge
Stewardship Materials	No Charge	No Charge
Wood Waste	\$55.00 per tonne	\$60.00 per tonne
Metal Waste	\$55.00 per tonne	\$60.00 per tonne
Tires, off rim (not under stewardship program)	\$55.00 per tonne	\$60.00 per tonne
Tires, on rim (not under stewardship program)	\$55.00 per tonne plus \$50.00 per rim	\$60.00 per tonne plus \$50.00 per rim
Clean Concrete Rubble	No Charge	No Charge
Concrete	\$55.00 per tonne	\$60.00 per tonne
All Other Divertible Waste	\$55.00 per tonne	\$60.00 per tonne
Unsorted Loads	\$110.00 per tonne	\$200.00 per tonne

**PART III - CONTROLLED WASTE BY WEIGHT**

MATERIAL TYPE	Residential Customers	Industrial, Commercial, and Institutional Customers
	Minimum Fee: \$5.00	Minimum Fee: \$5.50
Invasive Plants	No Charge	No Charge
Clean Soil	No Charge	No Charge
Impacted Soils (Minimum fee not applicable)	\$5.00 per tonne	\$5.25 per tonne
Dewatered Biosolids (Minimum fee not applicable)	\$5.00 per tonne	\$5.25 per tonne
Yard and Garden Waste	\$55.00 per tonne	\$60.00 per tonne
Bulky Waste	\$55.00 per tonne	\$60.00 per tonne
Asphalt Shingles	\$55.00 per tonne	\$60.00 per tonne
Demolition, Land Clearing, and Construction Waste	\$110.00 per tonne	\$200.00 per tonne
Animal Carcasses	\$125.00 per tonne	\$135.00 per tonne
All other controlled waste	\$55.00 per tonne	\$60.00 per tonne

**SCHEDULE 'A'****FEES AND CHARGES BY WEIGHT (Continued)**

All cash transactions shall be rounded to the nearest \$0.05

<b>PART IV - RESTRICTED WASTE BY WEIGHT</b>		
<b>MATERIAL TYPE</b>	<b>Residential Customers</b>	<b>Industrial, Commercial, and Institutional Customers</b>
	Minimum Fee: \$22.00	Minimum Fee: \$24.00
Specified Risk Material	\$150.00 per tonne	\$163.00 per tonne
Waste Asbestos	\$150.00 per tonne	\$163.00 per tonne
Corrugated Cardboard ("OCC"). (Loads containing greater than 10% of such recyclable cardboard by volume will be charged at this rate)	\$250.00 per tonne	\$450.00 per tonne
All other Restricted Waste	\$150.00 per tonne	\$163.00 per tonne



**SCHEDULE 'B'****FEES AND CHARGES BY VOLUME**

All cash transactions shall be rounded to the nearest \$0.05

<b>PART I – HOUSEHOLD WASTE BY VOLUME</b>		
<b>MATERIAL TYPE</b>	<b>Residential Customers</b>	<b>Industrial, Commercial, and Institutional Customers</b>
	Minimum Fee: \$3.75	Minimum Fee: \$4.00
Household Waste	\$6.50 per cubic meter	\$7.00 per cubic meter
8 garbage bags or less (Minimum fee not applicable)	\$0.80 per bag	\$1.00 per bag
Passenger car (containing bagged and non-bagged waste)	\$5.00	\$5.50 per cubic meter
Crossover utility vehicle, mini-vans and sport utility vehicles (containing bagged and non-bagged waste)	\$7.00	\$7.50 per cubic meter
Vans, mid-size pickup trucks, full-size pick-up trucks with short-box, or trailers with a capacity of 1.5 cubic metres or less (containing bagged and non-bagged waste)	\$9.50	\$10.25 per cubic meter
With stakesides or overloaded	\$14.50	\$15.75 per cubic meter
Full size pickup trucks with long box or trailers with a capacity of more than 1.5 cubic metres (containing bagged and non-bagged waste)	\$12.00	\$13.00 per cubic meter
With stakesides or overloaded	\$17.00	\$18.00 per cubic meter

**SCHEDULE 'B' - FEES AND CHARGES BY VOLUME (Continued)**

All cash transactions shall be rounded to the nearest \$0.05

<b>PART II - DIVERTIBLE WASTE BY VOLUME</b>		
<b>MATERIAL TYPE</b>	<b>Residential Customers</b>	<b>Industrial, Commercial, and Institutional Customers</b>
	Minimum Fee: \$3.75	Minimum Fee: \$4.00
Diversion Program	No Charge	No Charge
Stewardship Materials	No Charge	No Charge
Wood Waste	\$6.50 per cubic meter	\$7.00 per cubic meter
Metal Waste	\$10.00 per cubic meter	\$11.00 per cubic meter
Tires – Light Duty (not under stewardship program)	\$7.00 per tire Plus \$50.00 per rim	\$7.50 per tire Plus \$50.00 per rim
Tires – Medium Duty (not under stewardship program)	\$11.00 per tire Plus \$50.00 per rim	\$12.00 per tire Plus \$50.00 per rim
Tires – Heavy Duty (not under stewardship program)	\$56.00 per tire Plus \$50.00 per rim	\$60.75 per tire Plus \$50.00 per rim
Clean Concrete Rubble	No Charge	No Charge
Concrete	\$75.00 per cubic meter	\$81.25 per cubic meter
Stripped Vehicle Hulks	\$220.00 per hulk	\$238.50 per hulk
Unstripped Vehicle Hulks	\$390.00 per hulk	\$423.00 per hulk
Unsorted Loads	The greater of \$28.00 per cubic meter Or the highest rate of all combined materials	The greater of \$50.75 per cubic meter Or the highest rate of all combined materials

<b>PART III - CONTROLLED WASTE BY VOLUME</b>		
<b>MATERIAL TYPE</b>	<b>Residential Customers</b>	<b>Industrial, Commercial, and Institutional Customers</b>
	Minimum Fee: \$5.00	Minimum Fee: \$5.50
Invasive Plants	No Charge	No Charge
Clean Soil	No Charge	No Charge
Impacted Soils (Minimum fee not applicable)	\$5.00 per cubic meter	\$5.25 per cubic meter
Dewatered Biosolids (Minimum fee not applicable)	\$5.00 per cubic meter	\$5.25 per cubic meter
Yard and Garden Waste	\$6.50 per cubic meter	\$7.00 per cubic meter
Bulky Waste	\$6.50 per cubic meter	\$7.00 per cubic meter
Asphalt Shingles	\$6.50 per cubic meter	\$7.00 per cubic meter
Demolition, Land Clearing, and Construction Waste	\$28.00 per cubic meter	\$50.75 per cubic meter
Animal Carcasses (or parts), not listed in the <i>Livestock Act</i> or <i>Wildlife Act</i> .	\$9.00 per carcass	\$9.00 per carcass
Animal Carcasses (or parts), listed in the <i>Livestock Act</i> or <i>Wildlife Act</i> .	\$62.00 per carcass	\$67.25 per carcass
All other controlled waste	\$6.50 per cubic meter	\$7.00 per cubic meter

**SCHEDULE 'B'**  
**FEES AND CHARGES BY VOLUME (Continued)**

<b>PART IV - RESTRICTED WASTE BY VOLUME</b>		
<b>MATERIAL TYPE</b>	<b>Residential Customers</b>	<b>Industrial, Commercial, and Institutional Customers</b>
	Minimum Fee: \$22.00	Minimum Fee: \$24.00
Specified Risk Material	\$83.00 per cubic meter	\$90.00 per cubic meter
Waste Asbestos	\$45.00 per cubic meter	\$48.75 per cubic meter
Corrugated Cardboard ("OCC") (Loads containing greater than 10% of such recyclable cardboard by volume will be charged at this rate)	\$22.00 per cubic meter	\$40.00 per cubic meter
All Other Restricted Waste	\$83.00 per cubic meter	\$90.00 per cubic meter

**SCHEDULE 'C' – MISCELLANEOUS CHARGES**

<b>PART I – MISCELLANEOUS</b>	
<b>ITEM</b>	<b>CHARGE</b>
Weigh Vehicle	\$15.00 per weigh
Insufficient funds (waived if fees paid within the same of transaction)	\$15.00
Runaway (did not weigh out) – First Offense	\$25.00
Runaway (did not weigh out) – Second and subsequent offences	\$75.00
Copies of invoices	\$5.00 per copy
Copies of transaction tickets	\$5.00 per copy