



Town of Faro BYLAW #2019-01

A Bylaw to provide for the management of solid waste within the Town of Faro

WHEREAS

- A) Subsection 265(b) of the Municipal Act (the “Act”), as amended, provides that Council may pass bylaws for municipal purposes respecting municipal utilities, facilities, works, and improvements on private and public land including quarries, sand and gravel pits; and,
- B) Subsection 266(c) of the Act provides that, without restricting section 265, Council may by bylaw provide for a system of licenses, inspections, permits, or approvals, including any or all of the following:
 - a. regulate, control, or prohibit;
 - b. deal with any development, activity, industry, business, or thing in different ways, divide each of them into classes and deal with each class in different ways;
 - c. providing that terms and conditions may be imposed on any license, permit, or approval, the nature of the terms and conditions, and who may impose them; and,
 - d. impose municipal service charges that differ according to a person’s residence or place of business; and,
- C) BYLAW #96-01, a By-law of the Municipality of the Town of Faro to provide for the collection, removal and disposal of garbage, refuse and ashes regulates the way the Town collects, disposes of and charges for refuse from certain premises within Town.
- D) Council endorsed the “Recommendations for Action towards a Sustainable Solid Waste Management System for Yukon,” by resolution, on June 19, 2018, which recommends increased regulation and control of municipally-operated waste management facilities in Yukon to reduce environmental and financial liability.
- E) The Town currently operates a Waste Management Facility located at Lot 1027 QUAD 105K/03.

NOW THEREFORE the Council of the Town of Faro, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. TITLE

- 1.1. This Bylaw may be referred to as the **“Waste Management Bylaw”**.

2. ADOPTION

- 2.1. The document titled “Town of Faro Waste Management Bylaw Bylaw”, attached hereto and forming part of this Bylaw, is hereby adopted.

3. REPEAL

3.1. Bylaw 1996-01, including all amendments thereto, is hereby repealed.

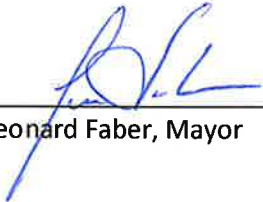
4. COMING INTO FORCE

4.1. This Bylaw shall come into force and have effect from and after the date of third and final reading thereof.

FIRST READING: February 19, 2019

SECOND READING: March 19, 2019

THIRD READING AND FINALLY ENACTED: April 16, 2019



Leonard Faber, Mayor



Annie Beauregard, A/ CAO





TOWN OF FARO

Waste Management Bylaw 2019-01



1. PURPOSE

The purpose of this Bylaw is to implement regulations for the collection, management and disposal of waste in the Town of Faro.

2. INTERPRETATION

- 2.1. Certain terms or words have specific meanings in the context of this bylaw as defined in the Definitions under **Section 12** of this Bylaw.
- 2.2. The illustrations or descriptions are included for the purpose of explanation, clarification and convenience only, but are not operative parts of this Bylaw.

3. GENERAL REGULATIONS

- 3.1. The Manager and CAO are Officers for the administration and enforcement of this Bylaw.
- 3.2. Council may delegate the administration or enforcement of this Bylaw to a Designated Municipal Officer appointed under Section 186 of the Municipal Act.
- 3.3. Officers may delegate the administration or enforcement of any provisions of this Bylaw to an Attendant or other Town Employee.
- 3.4. No person shall:
 - 3.4.1. burn or permit to burn any solid waste, by open burning, in a wood stove or other heating appliance, except for organic material or waste oil authorized under the Special Waste Regulations of the Environment Act; or,
 - 3.4.2. dispose of waste at the Waste Management Facility when the facility is closed unless authorized by an Officer;
 - 3.4.3. litter or otherwise dispose of waste in a manner that is contrary to the intent of this Bylaw.
 - 3.4.4. place or keep receptacles for residential waste, trade refuse or ashes upon any lane, street or store outside of any building within the Town other than as provided for in this bylaw;
 - 3.4.5. store or keep residual waste or trade refuse in any place where animals may have access to it, other than inside a dwelling or within a secure building, unless otherwise permitted by an Officer;
 - 3.4.6. place any substance deemed to be special or hazardous waste substance in any Hyd-A-Way container;
 - 3.4.7. convey or cause to be conveyed any waste in a vehicle that is not properly constructed or covered so as to prevent the contents from escaping;

- 3.4.8. pick over, remove, disturb, collect or otherwise interfere with any waste that has been set out for collection or removal;
- 3.4.9. dispose of bulky items in or beside a Hyd-A-Way container.
- 3.5. Before being placed in a Hyd-A-Way container:
 - 3.5.1. wet garbage shall be thoroughly drained of all liquid and placed in a garbage bag;
 - 3.5.2. used cooking oil shall be in a sealed container to avoid spillage;
 - 3.5.3. ashes, dust, or other such loose material, shall be placed in a garbage bag.

4. COLLECTION OF WASTE

- 4.1. The Town shall provide Hyd-A-Way containers for the collection and disposal of all residual waste.
- 4.2. Every householder, occupant, the owner or occupier of every trade or business premises and any establishment or premises shall only use the Hyd-A-Way garbage containers for disposal of residual waste. Non-residual waste shall be taken directly to the Waste Management Facility or Recycling Depot.
- 4.3. The Town shall collect, remove and dispose of residual waste from the curbside Hyd-A-Way containers a minimum of once weekly;
- 4.4. The Town shall collect, remove and dispose of residual waste from trade or business premises where the Town has provided a container a minimum of once weekly or as many times weekly that may be necessary to maintain a sanitary condition.
 - 4.4.1. In case of a dispute arising as to the number of pick-ups per week from a Trade or business premises necessary to maintain a sanitary condition, the number of pick-ups per week shall be decided by an Officer or Medical Health Officer and his/her decision shall be final.

5. OPERATION OF THE WASTE MANAGEMENT FACILITY

- 5.1. Hours of Operation for the Waste Management Facility are set out in Schedule "B" of this By-law, which may be amended by Council resolution.
- 5.2. An Officer may authorize temporary changes to the hours of operation due to the operational or safety requirements of the Town for a period not to exceed 14 calendar days, provided that a notice is posted at the facility.
- 5.3. If hours of operation are scheduled on a statutory holiday, the facility will be closed on that day or another day in lieu of statutory holiday, and the Officer may authorize hours of operation an alternate day.
- 5.4. A person may make a request to an Officer to access to the Waste Management Facility outside of the hours of operation. An Officer may grant the request subject to the

availability of an Attendant and the person agreeing to pay the call-out fee specified in Schedule "B".

- 5.5. The Town shall maintain a list for the Attendant of:
 - 5.5.1. Eligible Premises, account holders, and any other person or hauler with permission to deposit waste at the Waste Management Facility; and,
 - 5.5.2. Eligible Premises, account holders, and any other person or hauler who is to be denied permission to deposit waste at the Waste Management Facility due to default or is in violation of this Bylaw.
- 5.6. The Attendant shall keep record of all incoming persons, haulers, vehicles, and the amount and type of solid waste, and this record shall be used for billing purposes.

6. SOLID WASTE DISPOSAL AT THE WASTE MANAGEMENT FACILITY

- 6.1. Any person entering the Waste Management Facility during the hours of operation shall:
 - 6.1.1. Have all solid waste and controlled waste easily identifiable and properly segregated;
 - 6.1.2. Check in with the Attendant;
 - 6.1.3. Declare any and all solid waste by type to the Attendant;
 - 6.1.4. Agree to pay any applicable fees and charges;
 - 6.1.5. Follow all directions of the Attendant and posted signs;
 - 6.1.6. Deposit the solid waste in the appropriate designated areas;
 - 6.1.7. Stay with the vehicle at all times.
- 6.2. The Attendant may inspect and prohibit disposal of controlled waste if the waste is not properly segregated or permitted, or shall charge the person or hauler according to Schedule "A" of this Bylaw.
- 6.3. The volume or weight of a load of waste will be estimated by the Attendant at their discretion unless the hauler can provide evidence that the weight has been certified by a commercial scale. If the volume or weight estimated by the Attendant is disputed by the hauler, an Officer will make a final determination.
- 6.4. Recyclable materials shall be disposed of at the Recycling Depot.
- 6.5. The following special waste shall not be accepted at the Waste Management Facility:
 - 6.5.1. Highly combustible and explosive material;
 - 6.5.2. Radioactive material;

- 6.5.3. Undrained fuel tanks or barrels;
 - 6.5.4. Contaminated soil; or,
 - 6.5.5. Manure, kennel material, excreta, animal carcasses or fish processing unless securely bagged.
- 6.6. The following special waste may be accepted at the Waste Management Facility subject to the following conditions:
- 6.6.1. Asbestos-containing materials, provided it is segregated and prepared for disposal in accordance with the Occupational Health Regulations of the Occupational Health and Safety Act, as amended from time to time.
 - 6.6.2. Ash from incinerators, if verified not to be special waste under the Special Waste Regulations. The owner of such waste is responsible for performing and bearing the cost for all necessary tests prior to acceptance.
 - 6.6.3. Household Hazardous Waste, only on a designated Household Hazardous Waste collection day in accordance with the Environment Act.
- 6.7. Controlled waste or special waste not accepted at the Waste Management Facility must be disposed of in accordance with applicable regulations, including but not limited to, the Special Waste Regulations of the Environment Act.

7. PERMISSION AND FEES TO DISPOSE OF WASTE AT THE WASTE MANAGEMENT FACILITY

- 7.1. Any person disposing of solid waste in the Waste Management Facility is subject to the waste collection and disposal fees in Schedule "A" of this Bylaw.
- 7.2. A person who is the owner or occupier of an Eligible Premises is permitted to use the Waste Management Facility, during the hours of operation, for the disposal of residual waste, trade refuse, and authorized controlled waste originating from the person's Eligible Premises, except under the following situations, in which case the tipping fees in Schedule "A" of this Bylaw may be applied as a surcharge:
 - 7.2.1. the amount of waste is in excess of a Small Load or the maximum number of Small Loads per month, as specified in Schedule A;
 - 7.2.2. the fees due for the Eligible Premises are in default;
 - 7.2.3. the waste is unsorted; or,
 - 7.2.4. the waste is subject to a special handling fee.
- 7.3. A person seeking to dispose of solid waste at the Waste Management Facility that originates from a location other than an Eligible Premises requires permission from the Officer, and an arrangement for the person or their hauler to pay the applicable fee(s), prior to disposal.

- 7.4. A person who is given permission or has an account to dispose of solid waste shall meet all terms and conditions of such permission, and this Bylaw, on a continuous basis, or such permission will be revoked without notice at the discretion of the Officer.

8. SALVAGING AT THE WASTE MANAGEMENT FACILITY

- 8.1. A person may obtain a Permit to Salvage at their own risk by completing the form prescribed in Schedule "E" of this Bylaw.
- 8.2. A Permit to Salvage may be suspended, and the person may be prohibited from entering the Waste Management Facility, at any time with or without cause at the discretion of the Attendant or the Officer.
- 8.3. A Permit to Salvage will be cancelled for any person who fails to observe terms and conditions of the permit, the instructions of the Attendant, or the hours of operation.

9. IMPROPER DISPOSAL

- 9.1. Any person who permits or causes any disposal of solid waste contrary to the provisions of this bylaw commits an offence, and in addition to the penalties provided hereunder, shall be liable to pay the cost of the removal and proper segregation and disposal of such waste.
- 9.2. In the event waste is lost from any vehicle on route to the Waste Management Facility the vehicle owner shall be responsible for immediate clean-up.

10. PAYMENT

- 10.1. Overdue account shall be subject to a penalty of 10%.
- 10.2. Fees for haulers or persons without an account should be paid in advance at the Town office during regular business hours. If the Town office is closed, consideration may be given to pay at a later date.

Fees for haulers where an account is in default, shall pay the applicable fee in advance at the Town Office during regular business hours, and present the receipt to the Attendant prior to disposing of the waste.

- 10.3. The registered owner of any premises within the Town shall be liable for all rates, fees, penalties and costs chargeable or payable under this Bylaw, with respect to that property, including those of their tenants or occupants and, in the event of default of payment, such charge shall be collectable in the same manner as a tax may be collected pursuant to Section 344(1) of the Act.

11. ENFORCEMENT

- 11.1. A Designated Officer or a Peace Officer are hereby granted the authority to enforce this bylaw, issue an order to comply, and to initiate the prosecution of any person in offence of this bylaw.

- 11.2. Any person who contravenes a provisions of this By-law is guilty of an offence and liable on a summary conviction to:
- 11.2.1. a voluntary fine under section 20 of the Summary Convictions Act, issued in respect of an offence specified in Schedule "C" attached hereto and forming part of this bylaw; or,
 - 11.2.2. a fine not exceeding ten thousand dollars (\$10,000.00) where proceedings are commenced pursuant to the summary conviction provisions of the Criminal Code of Canada; or,
 - 11.2.3. a fine not exceeding five hundred dollars (\$500.00) where proceedings are commenced pursuant to the Summary Convictions Act of Yukon;
- exclusive of costs, and in default of payment of the said fine and costs forthwith the convicting justice may commit the offender to imprisonment for a period not exceeding six (6) calendar months.
- 11.3. Where an offence is committed or continued on more than one day, it shall be deemed to be a separate offence for each day on which the offence is committed or continued.
- 11.4. A person who is in offence of this Bylaw, or is in default of payment, may be denied entry to the Waste Management Facility at the discretion of the Officer.

12. DEFINITIONS

"Ashes" means cinders and ashes from any substance used for fuel after such fuel has been consumed by fire.

"Attendant" means an employee of the Town who is assigned by the Officer to work at the Waste Management Facility, who has the authority to direct persons on the proper disposal of waste at the Waste Management Facility and determine the applicable fees and charges.

"Asbestos containing materials" means construction and demolition waste containing asbestos.

"Bagged" means waste placed in water-resistant plastic bag that is strong enough to contain and handle the weight and volume of the waste, and is securely tied or sealed at the top.

"Brush and Clean Wood" means waste from brushing activities, waste lumber and wood without commercial value, but excludes painted or treated wood.

"Bulky Items" mean large items including but not limited to barrels, bed springs, furniture, mattresses, oil tanks, water tanks, and pieces of fencing. Large appliances are regulated separately as "white goods".

"Camp" means any land or premises with dwellings, bunkhouses, modular trailers, or other structures used in connection therewith, which are owned, established operated or maintained by an employer of labor as living quarters for their employees and other persons.

"CAO" means the Chief Administrative Officer of the Town of Faro.

“Compost” means leaf and yard waste, branches, grass clippings, and sawdust, but excludes food waste.

“Council” means the Council of the Town of Faro.

“Construction and Demolition Waste” means non-hazardous material generated as a result of construction, renovation, repair, wiring, plumbing or demolition activities, including but not limited to polystyrene or fibreglass insulation, gyproc, scrap wood, shingles, planking, siding, bricks, masonry, concrete and metal.

“Controlled Waste” means material that must be disposed of according to specific procedures as specified by the Officer, including but not limited to bulky items; carcasses or parts of any animal except food waste; construction and demolition waste; contaminated soil; grubbing material; highly combustible and explosive material; liquid waste; manure, excreta, kennel material, fish processing material; radioactive material; scrap metal; special waste; sump waste; tires; and white goods.

“Designated Officer” means a designated municipal officer as defined under Section 186 of the Act.

“E-Waste” means electronic waste classified under the Yukon Territory Designated Materials Recovery program.

“Eligible Premises” means any premises within the Town that are subject to the monthly rates set out in Schedule “A” of this Bylaw.

“Environment Act” means the Yukon Environment Act as amended from time to time.

“Food Waste” means fruit and vegetable peelings, table scraps, meat, poultry, fish, shellfish, dairy products, cooking oil, grease and fat, bread, grain, rice, pasta, bones, egg shells, coffee grounds and filters, tea leaves and bags or other similar items.

“Garbage” means all kitchen and table refuse, condemned meats, fish, fruits, vegetables, and other like waste or decomposing matter.

“Hauler” means any person who transports solid waste to the Waste Management Facility on behalf of another person.

“Highly Combustible And Explosive Material” means celluloid cuttings, cellulose motion picture film, oil or gasoline soaked rags, gas containers, chemicals, acids or other combustible residues, fine dry sawdust, ammunition, dynamite or other similar material.

“Household Hazardous Waste” means a consumer disposed waste product intended for household use containing hazardous substances as defined by the Environment Act. Household hazardous waste includes, but is not limited to, aerosols, antifreeze, brake fluid, cleaning chemicals, fluorescent light bulbs, gasoline, herbicides, pesticides, pharmaceuticals, propane, rechargeable batteries, solvents and waste oil.

“Hyd-A-Way Container” means the bear-proof steel containers provided by the Town for the

purpose of curbside collection of refuse.

“Litter” means residual waste, such as paper, cans, bottles, food waste, and packaging left lying in an open or public place.

“Manager” means the Manager of Operations of the Town, or other Town employee designated by the CAO to manage solid waste operations.

“Medical Officer” means a person appointed by the Commissioner of the Government of the Yukon Territory to act as a Health Officer.

“Officer” means a Designated Officer under Section 3.1 of this Bylaw.

“Ozone Depleting Substance (ODS)” means any substance as defined under the Ozone Depleting Substances Regulations of the Environment Act.”

“Person” means an individual, body politic or corporate.

“Premises” means any dwelling or place of business.

“Recyclable Material” means material collected at a recycling depot for the purposes of transporting and processing those materials, including but not limited to paper, boxboard, corrugated cardboard, newsprint, magazines, catalogues, flyers, telephone books, aluminum, steel and tin cans, high and low density polyethylene plastic bottles and containers, milk and juice cartons, tetra-pacs and other materials so designated from time to time.

“Recycling Depot” means a facility set up for the organized collection of recyclable material.

“Regional Agreement” means an agreement entered into between the Town and Yukon Government to extend waste management services to premises beyond the Town boundary.

“Residual Waste” means all solid waste other than that which can be segregated as controlled waste or recyclable materials, including but not limited to food waste, broken bottles, crockery and glassware, floor sweepings, discarded clothing and furnishings, non-recyclable plastic and metal, non-recyclable packaging, non-repairable goods and other waste (i.e., garbage) from households, businesses or institutions. Residual waste may include recyclable materials and compostable organic material that are not possible to segregate from other waste.

“Service Agreement” means an agreement entered into between the Town and a person or hauler for the Town to accept waste at the Waste Management Facility from that person or hauler for fees or considerations other than those set out in Schedule “A”.

“Small Load” means an amount of sorted waste not more than fits into the bed of a pick-up truck or on a single-axle trailer.

“Special Waste” means special waste as defined by the Special Waste Regulations of the Environment Act, including but not limited to asbestos, biomedical waste and household hazardous waste.

“Solid Waste” means all waste including controlled waste, residual waste, trade refuse, e-waste,

and recyclable material.

“Sorted Waste” means solid waste that is all of the same type and can be disposed of in one designated location.

“Trade refuse” means any accumulation of residual waste and abandoned materials resulting from the operation of a trade or business.

“Town” means the Town of Faro.

“Unsorted Waste” means a mixture of solid waste types that must be manually sorted prior to disposal in the designated locations.

“Waste Management Facility” means an approved site used for the handling and disposal of solid waste operated by the Town at Lot 1027 QUAD 105K/03.

“White Goods” means any large appliance including but not limited to refrigerators, freezers, dishwashers, air conditioners, stoves, washing machines and clothes dryers.

13. INTERPRETATION AND SEVERABILITY

13.1. The invalidity of any section, sentence, or provision of this bylaw shall not affect the validity of any other part of this bylaw which can be given effect without such invalid part or parts.

13.2. If any part of this Bylaw contradicts, or is similar to, a provision of another Town of Faro Bylaw, the stricter of the provisions shall prevail.

13.3. Council may, by resolution, amend, add or remove any Schedule attached to this Bylaw.

14. This By-law shall come into full force and effect on the first day following approval of third reading and enactment.

FIRST READING this 19th day of February, 2019

SECOND READING this 19th day of March, 2019

THIRD READING AND ENACTED this 16 day of April, 2019





Leonard Faber, Mayor



Annie Beauregard, A/CAO

TOWN OF FARO
BYLAW #2019-01
SCHEDULE "A"
Waste Disposal Rates as of July 1st, 2019

Waste rates for shall be as follows, unless otherwise arranged through a Service Agreement:

1. Bagged residual waste originating from an Eligible Premises and deposited in a Hyd-a-Way container:
no charge

2. **Tipping Fees and Controlled Waste** at the Waste Management Facility:

- 2.1. Brush and clean wood, compost no charge
- 2.2. White goods not containing ODS no charge
- 2.3. Vehicle bodies (fluids drained, no ODS, tires off) no charge
- 2.4. Tires off rims no charge
- 2.5. E-waste no charge
- 2.6. Scrap metal no charge
- 2.7. Bagged Residual Waste \$5.00/bag
- 2.8. Sorted waste Small Household Load for non-resident or owner of Faro residential property without an account at the Town \$20.00/load
- 2.9. Sorted Waste* Commercial \$125.00/tonne
- 2.10. Unsorted Waste* Commercial \$300.00/tonne

*volume or weight will be estimated by the Attendant unless certified by a scale or arrangements have been made in advance with an Officer; if estimated by volume, a cubic metre (m³) will be considered equivalent to 3/4 tonne.

3. **Special Handling Fees**

- 3.1. Tires on rims (24" or under, otherwise not accepted) \$20.00 each
- 3.2. White Goods containing ODS \$50.00 each
- 3.3. Vehicles containing fluids or ODS (or if unknown), and/or with tires on \$120.00 each
- 3.4. - Empty Heating oil tank (well drained) NO CHARGE
- Heating oil tank (not drained): \$100.00each

4. **Fees for Eligible Premises**

- 4.1. Residential Collection
 - 4.1.1 Urban Residential \$18.00 per month each dwelling or household
 - 4.1.2 Country Residential \$ 9.00 per month each dwelling or household
- 4.2. Commercial/Industrial Collection
 - 4.2.1. Where the Town supplies a container:
 - 6 yard container \$42.00 per pick-up, weekly
 - 4 yard container \$28.00 per pick up, weekly
 - 4.2.2. Other commercial premises \$37.50 per month each
- 4.3. Excess waste dropped off at waste management facility:
 - 4.3.1. Small Load from a residential household NO CHARGE
 - 4.3.2. All other waste as per the Tipping Fees in Section 2

These fees may be amended by Council resolution.

**TOWN OF FARO
BYLAW #2019-01**

**SCHEDULE "B"
Waste Management Facility Hours of Operation**

Hours of operation are subject to change and can be amended by Council resolution.

The winter hours effective November 1st

Fridays 1:00pm to 4:00pm
Saturdays 1:00pm to 4:00pm

The summer hours effective May 1st

Tuesdays 10:00am - 5:00pm
Wednesday 1:00pm to 5:00pm
Fridays 10:00am - 5:00pm
Saturday 10:00am to 5:00pm

CALL-OUT FEES:

All call-outs are authorized at the discretion of the Officer and subject to the availability of an Attendant.

The call-out fee during Town public works regular hours (Monday to Friday, 8:00am to 4:30pm) is \$25.00. If the Attendant must be present longer than one-half ($\frac{1}{2}$) hour, or the disposed waste must be immediately covered, 1.5 times the applicable wage rate will be charged for the Attendant's time beyond the first half-hour.

Call-outs for commercial haulers may be arranged on evenings and weekends but are subject to a minimum charge of 2 hours overtime wage rate plus 50% administration fee unless covered by a service agreement.

The call-out fee is in addition to any other waste disposal fees that may apply under Schedule "A" of this Bylaw.

Amended at the November September 1, 2020 Council Meeting

**TOWN OF FARO
BYLAW #2019-01**

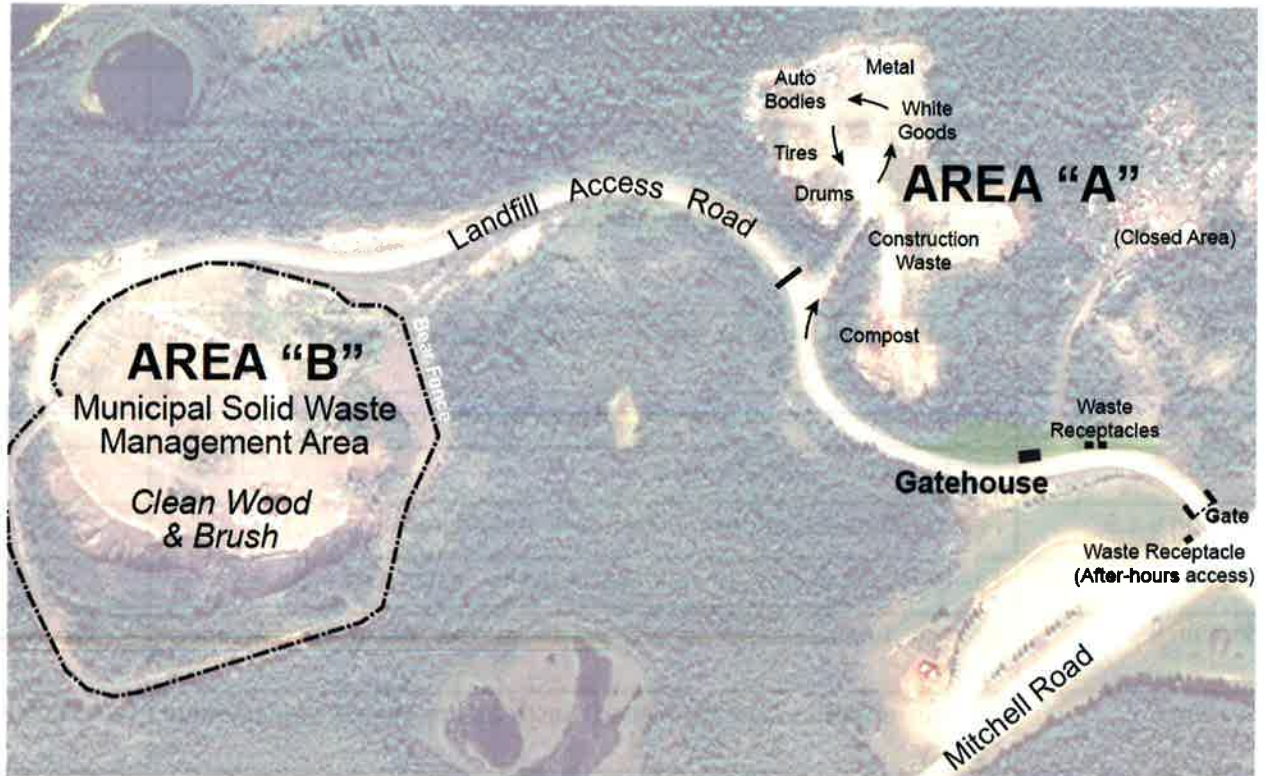
**SCHEDULE "C"
Penalties**

VOLUNTARY FINES		
Reference	Applicable To	Fee Up To
Section 3.1.1	Unauthorized burning of solid waste	\$200.00
Section 3.1.2	Deposit solid waste at or near the Waste Management Facility when it is closed	\$200.00
Section 3.1.3	Improper disposal of waste in Hyd-a-Way container	\$50.00
Section 3.1.4	Littering	\$50.00
Section 5.4	Unauthorized entry to Waste Management Facility outside of the hours of operation	\$200.00
Section 6.1.1	Fail to segregate and properly dispose of controlled waste	\$200.00
Section 6.1.3	Fail to declare special waste	\$200.00
Section 6.1.5	Fail to follow directions of Attendant and posted signs	\$50.00
Section 6.1.5	Fail to follow dispose of solid waste in the designated area	\$50.00
Section 6.5-6.6	Deposit unauthorized special waste at the Waste Management Facility	\$10,000.00
Section 6.7	Deposit unauthorized controlled waste at the Waste Management Facility	\$2,000.00
Section 7	Dispose of solid waste without permission	\$200.00
Section 8	Salvaging without a permit	\$200.00
Section 9.1	Improper disposal of solid waste	\$2,000.00
Section 9.2	Fail to clean up solid waste fallen from vehicle	\$200.00
Section 11	Second Offence (in a 12-month period)	Double the penalty
Section 11	Third Offence (in a 12-month period)	Triple the penalty

**TOWN OF FARO
BYLAW #2019-01**

SCHEDULE "D"

Map Showing Designated Waste Areas at Waste Management Facility



**TOWN OF FARO
BYLAW #2019-01**

**SCHEDULE "E"
Salvaging Permit**

PERMIT NUMBER _____

DATE _____

APPLICANT NAME _____

PHYSICAL ADDRESS _____

MAILING ADDRESS _____

PHONE NUMBER _____

Pursuant to the Town of Faro Solid Waste Bylaw #2019-01, this permit to salvage is intended to provide further waste diversion at Waste Management Facility, at the discretion of the Officer. A Waiver of Claims, Release of Liability and Indemnity Agreement is attached and must be signed and accompany this permit in order for it to be valid.

Material to be salvaged (include complete description of materials and approximate amounts):

Location of salvaging activity (i.e. auto bodies, tire pile, scrap metal piles, white goods pile):

TERMS AND CONDITIONS

1. No person under the age of 19 shall be issued a Permit to Salvage.
2. By signing this permit, the permit holder authorizes the Officer or Attendant, without prior notice and without incurring liability for so doing, to inspect salvaging activities for the purpose of determining if the terms and conditions of this permit have been met.
3. Issuance of this permit does not relieve the permit holder from liability arising from civil or criminal activities.
4. No salvaging is permitted within the active residual waste cell (Area "B"), from any bins or from any other area specified as "off limits" by the Attendant. ***And no salvaging is permitted within the Construction Waste in Area "A".***
5. The permit holder accepts all responsibility and liability for injury or loss to the permit holder while on the Waste Management Facility, even if it is the fault of the Town or others, in accordance with the Waiver of Claims, Release of Liability and Indemnity Agreement that is attached.
6. **The permit holder must wear safety boots with toe and shank protection; high-vis safety**

vest, eye protection and leather gloves while in the Waste Management Facility. A long sleeved shirt, long pants, and earplugs are highly recommended.

7. The permit holder will not use torches; grinders or any other device that may cause sparks or flames.
8. The permit holder must keep out of any area where heavy equipment is in operation.
9. The permit holder must not, in the opinion of the Attendant, be under the influence of alcohol or drugs. Smoking, consumption of alcohol or cannabis is prohibited.
10. The permit holder must follow the instructions, as per the terms and conditions set in this permit, of the Attendant or the Officer.
11. All salvaging performed by the permit holder will be done in accordance with Solid Waste Bylaw as amended from time to time.
12. Salvaging is only permitted while the Attendant is on duty during Waste Management Facility hours of operation.
13. The Officer may revoke this permit at any time due to the failure of the permit holder to comply with any of the terms and conditions of this permit or for any other reason deemed to be in the best interest of the Town.

SPECIAL CONDITIONS

Required to check in with attendant upon arrival and departure.
Only allowed material that will be immediately used and not stored elsewhere.
Follow directions of attendant at all times.

PERMIT EFFECTIVE AND EXPIRY DATES

Date of Application: _____

Signature of Applicant (permit holder): _____

Signature of Officer or Attendant: _____

This Permit to Salvage shall become effective on: _____

This Permit to Salvage is valid for one year from the effective date unless revoked before that date.

**TOWN OF FARO
BYLAW #2019-01**

SCHEDULE "E"

Salvaging Permit

Waiver & Release Form

THIS WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement")

dated this _____ day of _____, _____

BETWEEN:

_____ of _____
(the "Participant")

OF THE FIRST PART

AND

**Town of Faro
Box 580, Faro, Yukon Y0B 1K0
(the "Town")**

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Town, including its directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence, directly or indirectly, of the Participant's participation in the activity described below, and notwithstanding that

such damage, loss or injury may have been caused solely or partly by the negligence of the Town.

2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.

Details of Activity

3. The Participant may participate in the following activity:
Salvaging at the Town of Faro Waste Management Facility

Concurrent Release

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

Full and Final Settlement

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Town for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
8. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the Yukon Territory and applicable bylaws of the Town of Faro.

Emergency Contact

11. Participant

Emergency contact name: _____

Emergency contact phone number: _____

IN WITNESS WHEREOF the Participant and Town have duly affixed their signatures under hand on this _____ day of _____, _____.

Town of Faro

Per: _____

WITNESS: _____

(Participant)

WITNESS: _____

PERMIT NUMBER ISSUED _____