

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 3113

A bylaw to provide for the control, collection and disposal of garbage, recyclables and organic materials

WHEREAS pursuant to the *Community Charter*, a local government may, by bylaw, establish municipal services, including a system to collect, remove and dispose of garbage, recycling and other discarded matter;

NOW THEREFORE, the Council of the Corporation of the City of Courtenay, in open meeting assembled enacts as follows:

PART 1 – CITATION

1. This Bylaw will be cited for all purposes as “Solid Waste Management Bylaw No. 3113, 2023”.

PART 2 – DEFINITIONS

2. In this Bylaw:

“Approved Disposal Site” means a site owned and operated by CSWM, or CVRD, or licensed or otherwise approved by the Ministry of the Environment and Climate Change Strategy, for the deposit, disposal and/or processing of Waste.

“Assisted Set-Out Service” means a service provided by the City, where the City, or the Contractor, identifies a location on an eligible Serviced Property where the City, or the Contractor, will collect each Collection Cart from, empty the Collection Cart into the collection vehicle, and return the Collection Cart to the agreed upon location, all in accordance with Part 6 of this Bylaw.

“Automated Collection” means the collection of Solid Waste using a specialized collection vehicle with a mechanical apparatus for the emptying of Collection Carts directly into the vehicle without the need for manual labour.

“Banned Recyclables” means Recyclables not accepted under Recycle BC’s curbside collection of Packaging and Paper Product Recycling Program, as may be amended or replaced from time to time.

“Basic Annual Fee”	means the fee payable for the Municipal Collection Service for each Dwelling Unit, as set out under the Solid Waste section of the Fees and Charges Bylaw.
“Bicycle Lane”	means a lane intended for the exclusive use of bicycles, skateboards, in-line skates, scooters, and/or other active modes of transportation, within a roadway used by motorized vehicles.
“Bi-Weekly”	means every other week.
“Cart Exchange”	means the annual one-time exchange of a Collection Cart or Collection Carts made by request of an Owner of a Property involving the return of one or more Collection Carts and the replacement of the returned Collection Cart or Collection Carts with one or more different-sized Collection Carts.
“Cart Exchange Fee”	means the fee payable for a Cart Exchange, as set out under the Solid Waste section of the Fees and Charges Bylaw.
“City”	means the Corporation of the City of Courtenay.
“City Council”	means the elected Municipal Council for the City.
“Collection Cart”	means a Garbage Cart, Organics Cart or a Recycling Cart, supplied by the City through the Municipal Collection Service to a Serviced Property.
“Collection Container”	means a container for the collection of Waste provided by or approved for collection by a Private Collection Service.
“Collection Day”	means the day or days scheduled for the Curbside Collection of Garbage, Organic Waste, and/or Recyclables from a Serviced Property as determined by the City in its sole discretion.
“Collection Point”	means the location on or adjacent to a Serviced Property where a Collection Cart is placed on Collection Day for optimal access by the specialized vehicle used for the Automated Collection.
“Collection Schedule”	means the calendar indicating the days on which Municipal Collection Service is provided to Serviced Properties within the City.

“Commencement Date”	means January 1, 2024.
“Community Charter”	means the <i>Community Charter</i> , S.B.C. 2003, c. 26 as may be amended or replaced from time to time.
“Composting Facility”	means the CSWM Regional Organics Composting Facility.
“Contamination”	means the presence, as determined by the Contractor or the City, of: <ul style="list-style-type: none"> a. Garbage in the Organics Cart or Recycling Cart; b. Recyclables in the Organics Cart or Garbage Cart; c. Organic Waste in the Garbage Cart or Recycling Cart; d. Depot Recyclables in the Recycling Cart; or, e. Prohibited Waste in the Garbage Cart, Recycling Cart, or Organics Cart.
“Contractor”	means a company, or any other entity, with whom the City has entered into an agreement for the provision of any part of the Municipal Collection Service.
“CSWM”	means Comox Strathcona Waste Management.
“Cul-de-sac”	means a length of local roadway made for vehicular use, the end of which is designed to be permanently closed by the pattern of subdivision; or which is terminated by a natural feature such as inaccessible terrain, so that there is no alternative vehicular route to another roadway.
“Curbside Collection”	means the Automated Collection of Garbage, Organic Waste and/or Recyclables from a Collection Point, individually or collectively, as determined by the Collection Schedule.
“CVRD”	means Comox Valley Regional District.
“Depot Recyclables”	means those products listed in Schedules 1-5 of the <i>Recycling Regulation</i> , as amended or replaced from time to time.

“Director”	means the City’s Director of Public Works or their designate, where such designate can include a Contractor.
“Duplex”	means two Dwelling Units attached in accordance with any of the configurations listed in the table of BC Assessment Actual Use Codes and Descriptions, as amended and replaced from time to time.
“Dwelling Unit”	means each self-contained building on a Property that has received an occupancy permit to be used as a habitation or place of residence and includes: <ul style="list-style-type: none"> a. a Single Residential Dwelling; b. a secondary suite in a Single Residential Dwelling; c. a Dwelling Unit of a Duplex, Triplex or Fourplex; d. a Multi-residential Detached House, row house dwelling, patio home or townhouse; and, e. a Manufactured Home.
“Fees and Charges Bylaw”	means the City of Courtenay <i>Fees and Charges Bylaw No. 1673, 1992</i> , as amended and replaced from time to time.
“Fourplex”	means four Dwelling Units attached in accordance with any of the configurations listed in the table of BC Assessment Actual Use Codes and Descriptions, as amended and replaced from time to time.
“Garbage”	means all Solid Waste and discarded materials produced as a result of residential activities but excludes Hazardous Waste, Prohibited Waste, Special Waste, Organic Waste, and Recyclables.
“Garbage Cart”	means the Collection Cart that has been supplied through the Municipal Collection Service to Serviced Properties for the collection of Garbage.
“Hazardous Waste”	has the same meaning as prescribed under the <i>Hazardous Waste Regulation</i> , as amended and replaced from time to time.
“Hazardous Waste Regulation”	means the <i>Hazardous Waste Regulation</i> , BC Reg 63/88 enacted under the <i>Environmental Management Act</i> , as amended and replaced from time to time.

“Home Health Care Waste”	means Garbage that includes incontinence products or other Human Waste or products containing Human Waste that is not considered Prohibited Waste or Hazardous Waste.
“Human Waste”	means the waste products of the human digestive system, menses, and human metabolism including urine and feces.
“Manufactured Home”	means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed, or manufactured to be moved from one place to another, and which is used as a Dwelling Unit or designed for use as a Dwelling Unit, including but not limited to a mobile home.
“Mobile Home Park”	means Property accommodating two or more Manufactured Home Sites and common areas are located.
“Manufactured Home Site”	means a site in a Mobile Home Park, which is rented or intended to be rented to a tenant for the purpose of being occupied by a Manufactured Home.
“Multi-residential Detached House”	means a building or buildings containing three or more strata titled Dwelling Units, where each Dwelling Unit has a separate entrance at the first storey level and includes, without limitation, patio homes, row house dwellings, and townhouses.
“Municipal Collection Service”	means the service administered by the City for the collection of Garbage, Organic Waste, and/or Recyclables as set out under this Bylaw.
“Occupier”	means a person occupying a Dwelling Unit.
“Organics Cart”	means the Collection Cart that has been supplied through the Municipal Collection Service to Serviced Properties for the collection of Organic Waste.
“Organic Waste”	means compostable organic material including raw and cooked food waste and/or Yard Waste from a Dwelling Unit that meets the acceptable criteria for the CSWM Regional Organics Compost Facility.
“Owner”	has the same meaning as defined under the <i>Community Charter</i> .

“Parking Lane”	means a zone within a roadway designed only for the parking of vehicles in a parallel fashion in accordance with the regulations of the City’s <i>Traffic Regulations Bylaw No. 1926, 1996</i> , as amended or replaced from time to time, or the <i>Motor Vehicle Act</i> , R.S.B.C. 1996, c. 318, as amended or replaced from time to time.
“Physically Challenged”	means a person who has been medically diagnosed with physical disabilities or infirmities.
“Private Collection Service”	means a private service for the collection and disposal of Garbage, Organic Waste, and/or Recyclables from an Unserviceable Property that is arranged and managed by the Owner or Occupier of an Unserviceable Property and which is not administrated by the City.
“Property”	means real Property within the jurisdiction of the City.
“Prohibited Waste”	means all Prohibited Waste included under Schedule “C” of the <i>Comox Strathcona Waste Management Service Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 720, 2022</i> as amended or replaced from time to time.
“Recyclables”	means materials acceptable for Curbside Collection as determined by Recycle BC, and as set out in the <i>Recycling Regulation</i> , but does not include Depot Recyclables.
“Recycle BC”	means the not-for-profit agency named <i>Recycle BC</i> with which the City has entered into a Master Services Agreement related to Recyclables.
“Recycling Cart”	means the Collection Cart that has been supplied through the Municipal Collection Service to Serviced Properties for the collection of Recyclables.
“Recycling Regulation”	means <i>Recycling Regulation</i> , BC Reg. 449/2004 enacted under the <i>Environmental Management Act</i> , as amended or replaced from time to time.
“Single Residential Dwelling”	means a single detached home also referred to as a single family dwelling.
“Serviceable Property”	means a Dwelling Unit that has a minimum unobstructed frontage of 5 metres for the placement of Collection Carts and that is not otherwise an Unserviceable Property.

“Serviced Property”	means a Property determined by the Director, in their sole discretion, to be a Serviceable Property for the Municipal Collection Service.
“Special Waste”	means Hazardous Waste, pathological waste, explosives, radioactive material, paint and paint products, and all waste resulting from a commercial, industrial, or manufacturing operation.
“Solid Waste”	means Garbage, Organic Waste, and/or Recyclables.
“Solid Waste Contamination Management Policy”	means the policy intended to afford residents with educational opportunities about Contamination through a series of escalating steps before enforcement is used as a compliance tool.
“Triplex”	means three Dwelling Units attached in accordance with the configurations listed in the table of BC Assessment Actual Use Codes and Descriptions, as amended and replaced from time to time.
“Unserviceable Property”	means a Property that has been excluded from receiving the Municipal Collection Service in accordance with this Bylaw.
“Waste”	means Garbage, Organic Waste, Special Waste, Prohibited Waste, Yard Waste and/or Recyclables.
“Waste Audit”	means an audit of Garbage, Organic Waste and/or Recycling conducted in accordance with Part 8 of this Bylaw.
“Wildlife Resistant”	means resistant to access by bears and other wildlife.
“Wildlife Resistant Cart”	means an Organic Cart which is designed to be Wildlife Resistant.
“Wildlife Resistant Cart Area”	means the area outlined in the map attached as Schedule “A” to this Bylaw.
“Yard Waste”	means grass clippings and vegetation removed from trees, shrubs and gardens with branches no bigger than seventy-five (75) millimetres in diameter.

PART 3 – GENERAL

3. Any enactment referred to herein is a reference to an enactment of British Columbia and/or its regulations, as amended or replaced from time to time.

ROLE OF THE DIRECTOR

4. The Director is authorized to administer and enforce this Bylaw including the supervision, control and direction of the collection, removal, and disposal of Solid Waste generated by Properties including, without limitation, Garbage, Recyclables and Organic Waste.

DUTIES OF OWNERS AND OCCUPIERS

5. Every Owner or Occupier of Property that generates Solid Waste will comply with the provisions of this Bylaw.
6. Every Owner or Occupier of a Property that is determined to be a Serviced Property in accordance with this Bylaw must participate in the Municipal Collection Service and must ensure that all Garbage, Organic Waste, and Recyclables generated on the Serviced Property are collected and disposed of in accordance with this Bylaw. All Garbage Carts, Organics Carts, and Recycle Carts provided to Owners under this Bylaw must remain at the Property at all times and cannot be returned to the City except in accordance with this Bylaw.
7. By complying with this Bylaw, a person is not relieved of any other obligation that they may have under any other federal, provincial or municipal enactments in respect of the storage and disposal of Waste generated on a Property.
8. The Director may modify or amend the Solid Waste Contamination Management Policy as the director deems operationally necessary or where such modification or amendment is required to uphold, maintain, or ensure consistency with the requirements of the Master Services Agreement with Recycle BC, all in the sole discretion of the Director.

PART 4 – MUNICIPAL COLLECTION SERVICE

MANDATORY COLLECTION SERVICE

9. As of the Commencement Date, the City will provide the Municipal Collection Service for the collection, removal, and disposal of Garbage, Organic Waste and Recyclables by way of Automated Collection or manual labour, or a combination of both, for all Serviced Properties on the following schedule:
 - a. weekly Curbside Collection of the Organics Cart; and
 - b. alternating Bi-Weekly Curbside Collection of the Garbage Cart and the Recycling Cart.
10. The frequency and schedule of the provision of the Municipal Collection Service described under this Part of the Bylaw is subject to change from time to time, as determined by the

Director, in their sole discretion, or as otherwise necessary to respond to environmental, emergency, or other unforeseeable circumstances. For greater certainty, any failure by the City or the Contractor to provide the Municipal Collection Service to any Serviced Property in accordance with the schedule in this Bylaw does not constitute a breach of this Bylaw.

11. On Collection Days, the Owner or Occupier of a Serviced Property will:

- a. place Collection Carts with the lids in the fully closed position, no earlier than 5 AM and prior to 8 AM on each Collection Day:
 - i. on the unpaved shoulder of the roadway or alley, adjacent to the Property line for the Serviced Property or;
 - ii. in front of the curb or curb and sidewalk on the roadway adjacent to the Property line for the Serviced Property, or;
 - iii. in the driveway directly behind the curb adjacent to the Property line for the Serviced Property when parked cars prevent roadway placement, or;
 - iv. behind the curb or curb and sidewalk adjacent to the Property line for the Serviced Property when a Bicycle Lane prevents roadway placement, or;
 - v. in a Parking Lane when a Bicycle Lane and a Parking Lane are both present, adjacent to the Property line for the Serviced Property;
- b. in a manner that an automated collection vehicle arm with a reach of three and a half (3.5) metres can collect the Collection Carts;
- c. in a manner such that the Collection Carts can be handled from street level and are easily accessible from any curb, roadway, or lane adjacent to the Property line for the Serviced Property;
- d. in the case of Cul-de-sacs, ensure that, where possible, all vehicles are parked on the Property and not on the roadway, all obstacles are moved off of the roadway, and otherwise all City bylaws and regulations are followed with respect to parking vehicles in Cul-de-sacs.
- e. with the exception of the Organics Cart equipped with the gravity lock, which, where practicable, should be in the locked position at all times, ensure all latching devices, if any, are unlatched by 8 AM on each designated Collection Day;
- f. place all Collection Carts with a minimum one (1) metre of clearance space on all sides of each Collection Cart, with three (3) metres of clearance space above each Collection Cart, and with one (1) metre of clearance space from parked vehicles

- g. place the Collection Cart with the arrows on the lid of the Collection Cart facing the roadway;
 - h. remove all Collection Carts from the roadway, alley, shoulder, parking lane, or other collection location, no later than 10 PM on each Collection Day; and
 - i. comply with any other direction given to the Owner or Occupier by the City or the Contractor in respect of the timing, placement, or location of the Collection Carts.
- 12. Where there is any snow fall in the City on a Collection Day the Owner or Occupier of a Serviced Property will not place Collection Carts behind, on top of, or otherwise obstructed by snow or snow banks and will:
 - a. clear a flat spot adjacent to the end of the driveway of the Serviced Property of all snow and ice for placement of the Collection Carts; or
 - b. place Collection Carts on a cleared driveway if within three and a half (3.5) metres of the roadway.
- 13. Each Owner or Occupier of Serviced Property will, with respect to any Collection Cart located on their Property:
 - a. maintain the Collection Cart in a clean and sanitary condition;
 - b. ensure the Collection Cart does not become noxious, offensive, or dangerous to public health;
 - c. ensure that the Collection Cart does not overflow by adhering to its capacity limits as set out under this Bylaw;
 - d. clean up any spillage from the Collection Cart before or after any collection;
 - e. prevent liquid from entering or accumulating inside the Collection Cart; and
 - f. store Solid Waste in the Collection Cart in a manner that is Wildlife Resistant and which otherwise avoids attracting wildlife.
- 14. Every Owner or Occupier of a Serviced Property will ensure that:
 - a. Garbage, Organic Waste, and Recyclables are placed in the appropriate Collection Carts, without Contamination;
 - b. Banned Recyclables, Prohibited Waste, Special Waste and/or Hazardous Waste is not stored in the Collection Carts and all Banned Recyclables, Prohibited Waste, Special Waste, and/or Hazardous Waste do not accumulate at the Property and are disposed of by the Owner or Occupier at an Approved Disposal Site; and

- c. the Collection Carts are only used in connection with the Municipal Collection Service in accordance with this Bylaw and within their capacity limits set out under this Bylaw.
15. The City may discontinue or suspend service to a Serviced Property, in the sole discretion of the Director, where a Serviced Property does not comply with the requirements under this Bylaw, including but not limited to the requirements under Part 4 of this Bylaw.
16. No Owner or Occupier of a Serviced Property may opt out of the Municipal Collection Service.

COLLECTION CARTS

17. The Owner of the Serviced Property shall pay all charges for the Municipal Collection Service set out under the Solid Waste section of the Fees and Charges Bylaw. The City will provide the following standard Collection Carts in the table below to each Dwelling Unit using the Municipal Collection Service:

Table 1. Standard Collection Carts

Type of Serviced Property	Capacity Limit for Recycling Cart	Capacity Limit for Organics Cart	Capacity Limit for Garbage Cart
Single Residential Dwelling (SRD) and Duplex	360 L	360 L	120 L
Secondary Suites inside SRDs	240 L	120 L	120 L
Multi-residential Detached, Manufactured Homes in a Mobile Home Park, and Fourplex	240 L	120 L	120 L
Fourplex (Where Collection Cart space saving is requested and approved by the Director, in their sole discretion)	240 L X 2	120 L X 4	240 L X 2

18. The City will supply Organics Carts that are Wildlife Resistant Carts to a Serviced Property in a Wildlife Resistant Cart Area, as listed in Schedule “A” attached to and forming part of the bylaw, based on the standard sizes for the type of Serviced Properties in the table under Section 16 of this Bylaw. Should a Serviced Property that is not in the Wildlife Resistant Cart Area require a Wildlife Resistant Cart, the Owner of that Serviced Property will submit a Cart Exchange request for a Wildlife Resistant Cart.
19. All Collection Carts supplied by the City or the Contractor in connection with the Municipal Collection Service will remain the property of the City or the Contractor.
20. All Collection Carts will remain on the Serviced Property to which they were issued unless removed in accordance with this Bylaw. The City will have the right to inspect, alter, remove

or replace the Collection Carts at any time and for any reason and an Owner or Occupier of a Serviced Property must provide the City with reasonable access to the Collection Carts for this purpose upon request and at the time of the request by the City.

21. The City will not collect any Garbage, Organic Waste, or Recyclables which exceed the capacity (by weight or volume) of the Collection Carts as set out in the table below.

Table 2. Cart Weight and Volume Limits

120 L Cart	240 L Cart	360 L Cart
Maximum weight 55 KG (122 LB)	Maximum weight 102 KG (227 LB)	Maximum weight 146 KG (322 LB)

22. The Collection Carts will not be used for any purpose other than their intended use, which is the disposal of Garbage, Organic Waste, or Recyclables in accordance with this Bylaw.

23. The Owner or Occupier of a Serviced Property will notify the City if a Collection Cart is damaged, lost, or stolen and the City may repair or replace the Collection Cart in the City's sole discretion and subject to the Owner paying a Cart Exchange Fee.

24. If a Collection Cart is damaged, lost, or stolen due to the negligence of the Owner or Occupier, as determined by the Director in their sole discretion, the City may repair or replace the Collection Cart and the Owner, in addition to paying a Cart Exchange Fee, will reimburse the City for all costs of such repair or replacement of the Collection Cart within 30 days of receipt of an invoice from the City for such costs.

CART EXCHANGES

25. On or after September 1, 2024, an Owner of a Serviced Property may request from the City or Contractor, in the form required by the City of the Contractor, an exchange of one or more Collection Carts of a different size, other than a Wildlife Resistant Cart, once every 12 months (a "Cart Exchange Request"). The Director, in their sole discretion, may deny a Cart Exchange Request for any reason, including, without limitation, based on the City or the Contractor's inventory of Collection Carts.

26. No fee is payable for an Owner's first Cart Exchange Request for each Serviced Property. The Cart Exchange Fee under the Solid Waste section of the Fees and Charges Bylaw is payable for each subsequent Cart Exchange Request. The Cart Exchange Fee is to be paid

to the City at the time of the Cart Exchange Request. For greater clarity, no Cart Exchange will occur until all applicable fees have been paid by the Owner.

ADDITIONAL CARTS

27. The City or the Contactor may supply additional Organics Carts and/or Recycling Carts to a Serviced Property if the Owner requests the additional Organics Carts and/or Recycling Carts in the form required by the City and/or the Contractor. The fees for additional Collection Carts as outlined in the Solid Waste section of the Fees and Charges Bylaw are payable for any additional Collection Carts provided by the City or the Contractor. The provision of an additional Organics Cart and/or Recycling Cart is in the sole discretion of the Director, and may be denied for any reason, including, without limitation, based on the City or the Contractor's inventory of Collection Carts.
28. The City may supply an additional 120 L Garbage Cart to a Serviced Property if the Owner of a Serviced Property requests an additional Garbage Cart in the form provided by the City and/or the Contractor if:
 - a) the Owner or Occupier of the Serviced Property generates Home Health Care Waste and the volume or weight of Garbage generated at the Serviced Property, including the Home Health Care Waste, regularly exceeds the permitted volume or weight of Garbage permitted under this Bylaw and the Owner pays the additional cart fees for an additional Home Health Care Waste Garbage Cart under the Solid Waste section of the Fees and Charges Bylaw; or
 - b) the Owner or Occupier of a Serviced Property generates regular household Garbage and the volume or weight of the Garbage regularly exceeds the volume or weight of Garbage permitted under this Bylaw and the Owner pays the additional cart fees for an additional Garbage Cart under the Solid Waste section of the Fees and Charges Bylaw.
29. The provision of an additional Garbage Cart is in the sole discretion of the Director, and may be denied for any reason, including, without limitation, based on the City or the Contractor's inventory of Collection Carts. The Director may also require, in their sole discretion, a Waste Audit prior to the supply of an additional Garbage Cart.

PART 5 – PROPERTIES EXCLUDED FROM MUNICIPAL COLLECTION SERVICE

30. The Municipal Collection Service will not be provided to the following Unserviceable Properties:
 - a. multi-residential apartments and condominiums;
 - b. Dwelling Units located on Properties that also contains commercial, industrial or institutional uses;

- c. industrial, commercial and/or institutional Properties; and
 - d. Properties otherwise determined to be Unserviceable Properties in accordance with this Bylaw.
31. Notwithstanding Section 29 of this Bylaw, the Director may, on application from an Owner of a Property, and on any terms or conditions required by the Director, in their sole discretion, agree to provide the Municipal Collection Service to any Property.
32. A Property will be considered an Unserviceable Property where the Director determines, in their sole discretion, that the Property, or any Dwelling Unit located at the Property, cannot be serviced for one or more of the following reasons:
- a. road configuration;
 - b. grade of the Property or any public road, lane, or access route to the Property;
 - c. physical condition of the public road, lane, or access route to the Property;
 - d. public safety;
 - e. conflict with other municipal bylaws or other municipal, provincial or federal regulations;
 - f. operational constraints on the City, including the availability of City resources;
 - g. the presence of an unsafe person, animal, natural or other hazard at the Property;
 - h. an Owner of a Property is not in compliance with any of the provisions of this Bylaw, including non-payment of all required fees and charges for the Municipal Collection Service; or
 - i. any other reason as determined by the Director acting reasonably.
33. Other than where the Municipal Collection Service has been discontinued by the City for an Owner's non-payment of any fees, where a Property is excluded from the Municipal Collection Service under this Bylaw, the Owner or Occupier of that Property will not be required to pay any fees or charges for the Municipal Collection Service as long as the Property remains excluded from the Municipal Collection Service.
34. Where a Property is excluded from the Municipal Collection Service under this Bylaw, the Owner or Occupier of that Property will ensure that all Waste generated at the Property, including Garbage, Organic Waste, and Recyclables, is disposed of at an Approved Disposal Site by a Private Collection Service, at the Owner or Occupier's sole expense. The Owner or Occupier of a Property excluded from the Municipal Collection Service under this Bylaw must ensure that collection of Garbage, Organic Waste, and Recyclables by a Private Collection

Service is done at intervals consistent with the schedule for collection for the Municipal Collection Service to avoid the accumulation of Solid Waste on the Property.

35. Where a Property is excluded from the Municipal Collection Service under this Bylaw, the Owner or Occupier of that Property will not cause or permit any Garbage, Organic Waste, or Recyclables to accumulate at the Property and will ensure the proper storage of any Garbage, Organic Waste, or Recyclables, by using a Collection Container or another container used for the storage of Solid Waste in such a way as to ensure:
- a. it is maintained in a clean and sanitary condition;
 - b. it does not become noxious, offensive or dangerous to public health;
 - c. it does not overflow;
 - d. all spillage from it is cleaned before or after collection;
 - e. liquid does not enter or accumulate inside it; and
 - f. it stores Solid Waste in a manner that is Wildlife Resistant and otherwise avoids attracting wildlife.
36. At any time the City may discontinue or suspend the Municipal Collection Service to any Serviced Property where the Director determines, in accordance with this Bylaw, that the Serviced Property is an Unserviceable Property, and where the City provides notice to the Owner or Occupier that the Property is an Unserviceable Property.
37. Upon receiving notice from the City that a Property has been deemed an Unserviceable Property in accordance with this Bylaw, the Owner or Occupier of the Unserviceable Property will promptly comply with all requirements of this Bylaw in respect of Unserviceable Properties, including arranging for a Private Collection Service for all Garbage, Organic Waste, and Recyclables within one (1) month of the Owner or Occupier receiving notice from the City that the Property is an Unserviceable Property.

PART 6 – ASSISTED SET-OUT SERVICE

38. Where the Owner or Occupier is Physically Challenged and unable to reasonably comply with Part 4 of this Bylaw, and does not have an able-bodied person assisting them with their household activities, the Owner or the Owner on behalf of the Occupier may apply to the Director for the provision of an Assisted Set-Out Service in the form required by the City.
39. On receipt of an application by the Owner or the Owner on behalf of the Occupier for the Assisted Set-Out Service, the Director will determine, in their sole discretion, whether a Physically Challenged Owner or Occupier requires such assistance.

40. On an application for the Assisted Set-Out Service, the Director may require the Physically Challenged Owner or Occupier to provide any information the Director deems necessary to determine if the Physically Challenged Owner or Occupier qualifies for the Assisted Set-Out Service, including without limitation:
 - a. a letter or other written confirmation from a qualified physician that the Owner or Occupier is Physically Challenged;
 - b. information confirming that the Owner or Occupier does not have an able-bodied person assisting them with their household activities; and/or
 - c. a site inspection of the Dwelling Unit and/or the Property where the Physically Challenged Owner or Occupier resides.

41. The Director, in their sole discretion, may refuse an Owner or the Owner on behalf of the Occupier's application for the Assisted Set-Out Service, or on written notice to the Owner or Occupier cease providing the Assisted Set-Out Service, for any reason, including without limitation:
 - a. the applicant is a seasonal or part-time resident of the City;
 - b. the physical layout of the Property where the Dwelling Unit is situated, or any nearby properties or roadways, makes the provision of the Assisted Set-Out Service unsuitable;
 - c. limits on the available resources of the City or Contractor to provide the Assisted Set-Out Service; and/or
 - d. the Owner or Occupier has not provided the Director with sufficient information for the Director to determine that they qualify for the Assisted Set-Out Service.

42. For certainty, the provision of all of the information required under this Bylaw on an application for the Assisted Set-Out Service does not guarantee that the City will provide the Assisted Set-Out Service to an Owner or Occupier.

43. As a condition of the Assisted Set-Out Service, on the Collection Day, the Owner or Occupier will ensure that the Collection Carts are at all times freely accessible and not enclosed within any building or gated area.

44. Upon the City's approval of the Assisted Set-Out Service for an Owner or Occupier, the Owner or Occupier will enter into a signed agreement with the City, confirming responsibilities and providing a release or waiver of claims against the City for any negligence by the City or the Contractor.

45. The Owner will pay the fees for the Assisted Set-out Service as set out under the Solid Waste section of the Fees and Charges Bylaw on an annual basis.

46. The City is not responsible for any property or other damage as a result of providing the Assisted Set-Out Service, and the Assisted Set-Out Service is provided to Physically Challenged Owners and Occupiers on the condition that they waive any claims against the City and the Contractor for any property or other damage as a result of the City or the Contractor providing the Assisted Set-Out Service, whether or not such damage was caused by the negligence of the City or the Contractor.

PART 7 – MANAGEMENT OF WASTE

47. No person will accumulate, spill, drop, dump, or dispose of any Waste, or any other material on any street, sidewalk, boulevard, park or other lands owned by the City.
48. No person, except the Owner or Occupier of the Dwelling Unit to which the Collection Carts were supplied by the City, will remove any Garbage, Recyclables, or Organic Waste from the Collection Carts prior to collection by the City.
49. No person, except the Owner or Occupier of the Dwelling Unit to which the Collection Carts were supplied by the City, will add any Garbage, Recyclables, or Organic Waste to the Collection Carts prior to collection by the City unless the Owner or Occupier of the Dwelling Unit has entered into a written agreement with the City modifying this requirement.

PART 8 – WASTE AUDITS AND RIGHT OF ENTRY

50. The City, including the Contractor, have the right to inspect all materials inside the Collection Carts on Collection Day or at any other time for the purposes of determining the presence of Contamination, to perform a Waste Audit, or for any other reason as determined by the Director, in their sole discretion.
51. The City and/or the Contractor have the right to perform a Waste Audit at any time, which will include inspection of the Garbage Carts, Organics Carts, and/or Recycling Carts at a Dwelling Unit in an effort to ensure materials are placed in the appropriate Collection Carts and to, among other things, educate, reduce or remove Contamination and increase diversion to other Solid Waste streams.
52. The City, including the Contractor, have the right to enter at all reasonable times upon any Property subject to this Bylaw for the purposes of confirming an Owner or Occupier's compliance with this Bylaw, including but not limited to determining:
- a. the number and existence of Dwelling Units at a Property;
 - b. whether Garbage, Recyclables, or Organic Waste is being stored in the appropriate designated Collection Cart in accordance with this Bylaw;

- c. whether Banned Recyclables, Special Waste, Prohibited Waste, and/or Hazardous Waste are being stored in the Collection Carts; and
 - d. inspecting for Contamination or to perform a Waste Audit.
53. A person must not obstruct or interfere with the Contractor, Bylaw Enforcement Officer or other representative of the City from carrying out their functions pursuant to this Bylaw, including on any inspection by the City.

PART 9 - CHARGES AND FEES

54. The charges and fees set out in the Solid Waste section of the Fees and Charges Bylaw, including the Basic Annual Fee, are payable by the Owner or Occupier of each Dwelling Unit at a Serviced Property and will form a charge on the Dwelling Unit, or the Property on which the Serviced Property is situated, and may be recovered in the same manner and by the same means as taxes in arrears. The charges and fees are payable whether or not:
- a. the Dwelling Unit is occupied;
 - b. any Owner or Occupier of the Dwelling Unit makes use of the Municipal Collection Service; and
 - c. the Municipal Collection Service is interrupted, temporarily ceased, changed in any manner by the City or the Contractor, or is not provided by the City due to an Owner or Occupier's non-compliance with this Bylaw.
55. The charges and fees set out under the Solid Waste section of the Fees and Charges Bylaw will be levied by the City for each Dwelling Unit as identified in this Bylaw, including the Cart Exchange Fee.
56. The charges and fees set out under the Solid Waste section of the Fees and Charges Bylaw will be invoiced annually, with the exception of the Cart Exchange Fee and/or a replacement cart fee which will be paid at the time of the Owner's application for a Cart Exchange. Fees and charges levied under this Bylaw may be combined with other utilities provided and invoiced by the City.
57. Where the Municipal Collection Service is provided or changed in any way to any Dwelling Unit after the first day of January in any year, the charges pursuant to this Bylaw will be calculated as follows:
- a. For a newly constructed Dwelling Unit, the charges for that year will apply upon the earlier of occupancy, the issuance of an Occupancy Permit or where there is evidence that the Dwelling Unit is available for occupancy, and the full annual charge according to the Solid Waste section of the Fees and Charges Bylaw will be prorated by the

number of days in the full months remaining in the calendar year in which the Municipal Collection Service starts.

- b. For an existing Dwelling Unit, the charges for that year will apply from the date the Municipal Collection Service begins or is altered and will be prorated by the number of days in the full months remaining in the calendar year in which the Municipal Collection Service starts.

58. No complaint of an error in any charges for rates or charges billed under this Bylaw will be considered and no adjustment of any such error will be made after a period of one year has elapsed since the end of the period for which such user rates or charges were billed by the City or the Contractor. After the termination of this period, all such user rates or charges will be deemed to have been properly and correctly made.
59. All charges levied on a Property do not in any way imply that the use of the Property by the Owner or Occupier is legal or otherwise in compliance with the City's bylaws. In levying the charges, the City is in no way determining that a Property is in compliance with other City bylaws and the City reserves all of its rights to enforce its bylaws at any time.

PART 10 – PENALTIES AND OFFENCES

60. Any Owner or Occupier of a Property that places Contaminated materials in the Collection Carts in breach of this Bylaw may be subject to, in addition to all other rights and remedies available to the City, the actions defined in the Solid Waste Contamination Management Policy, or Schedule 1 of the *Municipal Ticket Information Bylaw No. 2435, 2006*.
61. When requested by a Bylaw Enforcement Officer, or any other person authorized by the City, any person, including an Owner, who has apparently committed an offence under this Bylaw, will correctly state their name and address.
62. Every person will at all times comply with any lawful order, direction, signal, or command made or given by a Bylaw Enforcement Officer, or other person authorized by the City, in the performance of their duties enforcing the provisions of this Bylaw.
63. Any person who violates any provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits, or neglects to fulfill, observe, carry out, or perform any duty or obligation imposed by this Bylaw is liable, on summary of conviction, and may be issued a municipal ticket under the *Community Charter, S.B.C. 2003, c. 26*.
64. Where there is an offence that continues for more than one day, separate fines may be issued for each day in respect of which the offence occurs or continues.
65. Any person who contravenes any provisions of this Bylaw is liable to the City for and must indemnify the City from all costs, expenses, damages, and injuries resulting from the contravention.

66. The City may, in its sole discretion, enforce compliance with this Bylaw or any non-payment of fines issued for non-compliance with this Bylaw by temporarily or permanently discontinuing the provision of the Municipal Collection Service to any person. The City's temporary or permanent discontinuance of the Municipal Collection Service under this Bylaw does not in any way limit the City's right to collect all fees associated with the Municipal Collection Service, or otherwise under this Bylaw, or relieve any person from their obligations under this Bylaw, including without limitation, an Owner or Occupier's obligation to remove and dispose of all Waste from their Property.

67. Nothing in this Bylaw limits the City from utilizing, enforcing or relying on any other remedy that is otherwise available to the City under this Bylaw or at law generally.

PART 11 – SEVERABILITY

68. Each provision of this Bylaw is severable from each other provision, and, if any provision is determined by a Court of competent jurisdiction to be void or unenforceable in whole or in part, this determination will not be deemed to affect or impair the validity of any other provision, unless a Court otherwise determines.

Read a first time this ___ day of _____, 2023

Read a second time this ___ day of _____, 2023

Read a third time this ___ day of _____, 2023

Adopted this ___ day of _____, 2023

Mayor Bob Wells

Corporate Officer Adriana Proton

Schedule A – Wildlife Resistant Cart Areas - Map

Wildlife Resistant Cart Areas

— Creeks

▭ Wildlife Resistant Cart Areas

