City of Chilliwack

Bylaw No. 4660

A bylaw to regulate the collection of garbage, recyclables and compostable waste and the use of waste disposal sites, transfer facilities, and recycling depots within the City of Chilliwack

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The Council of the City of Chilliwack, in open meeting assembled enacts as follows:

1. This bylaw may be cited as **"Solid Waste Management Bylaw 2019, No. 4660"**.

2. "Solid Waste Management Bylaw 2017, No. 4330" and amendments thereto are hereby repealed.

INTERPRETATION

3. In this bylaw:

"Accessory Dwelling Unit" means a Dwelling Unit accessory to a principal residence, as defined in the City of Chilliwack Zoning Bylaw;

"Asbestos Waste" means any waste or discarded material that contains 0.5% or more asbestos by weight, or any vermiculite insulation;

"Asbestos Waste Disposal Procedures" means the procedures developed by the City of Chilliwack, specifying conditions that must be met to dispose of Asbestos Waste at the Bailey Sanitary Landfill;

"Bailey Sanitary Landfill" means the landfill owned by the City of Chilliwack located at 5940 and 6150 Matheson Road, Chilliwack, BC;

"Bi-weekly" means once every 2 weeks;

"Bylaw Enforcement Officer" means a person appointed by Council as a bylaw enforcement officer for the City of Chilliwack, by name of office or otherwise;

"Blue Bin" means a 121 litre plastic Container provided or sold to the Owner or Occupier of a Dwelling Unit by the City for Mixed Recyclables, which Container is not required to participate in the Collection Service;

"Boulevard" means the area between the curb lines, the lateral lines or the shoulder of a roadway and the adjacent property line."

"Clean Wood" means solid wood that is unpainted, unstained, and untreated;

"Clear Bag" means a clear plastic bag, used for storing shredded paper at residences and at curbside;

"Clear Blue Bag" means a clear plastic bag, blue in colour, used for storing shredded paper at residences and at curbside;

INTERPRETATION (continued)

"Collection Day" means a day scheduled for the collection of Garbage, Recyclables and/or Compostable Waste in accordance with a schedule established, published and distributed by the City;

"Collection Service" means the system established under this bylaw by the City of Chilliwack for the collection of Garbage, Mixed Recyclables, Glass Packaging and Compostable Waste from a residence or Dwelling Unit;

"Compostable Waste" or "Compostables" means Food Waste, Food-Soiled Paper, Wooden Food Utensils, and Yard Waste;

"Compostable Waste Transfer Station" means the transfer station for Compostable Waste owned by the City of Chilliwack located at the Bailey Sanitary Landfill;

"Container" means a receptacle used for temporary storage of Garbage, Recyclables, or Compostable Waste, and includes cans, bags, Green Carts, Blue Bins, Grey Bins, carts supplied by private haulers, bundles, and bins whether owned by residents, the City, or another person, and used for the Collection Service, private collection, at the Recycling Depots or at Municipal Sites;

"Curbside Collection Guide" means the annual guide produced by the City of Chilliwack that provides information and requirements regarding the Collection Service;

"Director" means the Director of Engineering of the City of Chilliwack, their deputy and persons designated by Council to act in the place of them;

"Drive-Through Establishment" means an establishment that by design, physical facilities, service or by packing procedures encourages or permits customers to receive services or obtain goods while remaining in their motor vehicles;"

"Duplex" means a residential building consisting of 2 Dwelling Units, whether those units are strata-titled or not;

"Dwelling Unit" means 1 or more habitable rooms for the residential accommodation of only 1 person or 1 family including accessory dwelling units, containing or providing only one cooking facility unless an additional cooking facility is licenced as Accessory Home Occupation use;

"Food Services and Processing Sector Property" means any commercial property that processes or prepares and serves food including, but not limited to: restaurants, grocery stores, food stores that sell produce or uncooked meats, hotels or other tourist or traveler accommodations with kitchens, golf courses with restaurant or banquet services, amusement facilities with restaurant services, and food processing plants, but does not include convenience stores, gas stations, bed and breakfasts, care homes, or institutional properties;

"Food Waste" includes fruits, vegetables, meat, fish, bones, dairy products, eggs, egg shells, pasta, rice, flour, bread, coffee grounds, coffee filters, paper tea bags, fats, oils, lards, jams, jellies, condiments, and other materials approved by the Director;

INTERPRETATION (continued)

"Food-Soiled Paper" includes paper napkins, facial tissues, paper packaging, paper take-out containers, newspaper and/or other paper products used for the purpose of lining Green Carts, and other materials approved by the Director;

"Garbage" means all materials discarded as waste, but not including Recyclables, Yard Waste, Compostable Waste from residences on the Collection Service, Compostable Waste from Food Services and Processing Sector Property, or materials prohibited by this bylaw from being disposed of as Garbage;

"Glass Packaging" means glass packaging bottles and jars, but does not include window glass, windshield glass, headlight glass, plate glass, mirrors, ceramics, light bulbs, insulators, Pyrex®, or other similar products;

"Green Cart" means 80 litre, 120 litre, 240 litre, or 360 litre plastic container provided to a Dwelling Unit by the City's Collection Service provider for Compostable Waste;

"Green Depot" means the Clean Wood and Yard Waste drop-off facility owned or operated by the City of Chilliwack and located in Chilliwack, BC;

"Grey Bin" means a 27 litre plastic Container provided or sold to the Owner or Occupier of a Dwelling Unit by the City for Glass Packaging;

"Hazardous Waste" means chemical, biological, or bacteriological material or waste that is or may become explosive, radioactive, corrosive, flammable, reactive, toxic, or infectious and all substances now or hereafter included in the definition of hazardous waste as defined in the *Environmental Management Act Hazardous Waste Regulation BC*, as amended;

"Kraft Bag" means a double-ply biodegradable paper bag specifically manufactured to store Yard Waste;

"Mixed Recyclables" means material defined in the packaging and printed paper stewardship plan under the *Recycling Regulation, BC*, as amended, but excluding Glass Packaging, foam packaging, plastic film, and other flexible plastic packaging;

"Multi-family Dwelling" means a residential mobile home park, an apartment building, condominium building, or any other residential building containing more than two Dwelling Units except attached residential buildings on separate fee simple parcels;

"Municipal Sites" means sites that are owned or operated by the City of Chilliwack, including but not restricted to the City of Chilliwack's Operations Centre, City Hall, Cultural Centre, Leisure Centres, Libraries, Evergreen Hall, Twin Rinks, and Yarrow Community Hall;

"Occupier" means an Owner who occupies a property, a person who has signed a lease or rental agreement to occupy a property for residential purposes, or a person who otherwise occupies residential property as a tenant without a signed agreement;

"Owner" means the person or persons, including a corporation or company, who is liable under the *Local Government Act*, *Community Charter, BC*, as amended, or successor legislation to pay real property taxes;

INTERPRETATION (continued)

"Private Hauler" means a company or sole proprietorship, with a Chilliwack business licence issued by the City, for hauling, transporting or removing Garbage, Recyclables, or Compostable Waste to an approved disposal facility;

"Privately-Owned and Operated Depot" means a location not provided by or on behalf of the City, where a person can drop off Recyclables, which may be part of a stewardship plan under the *Recycling Regulation, BC*, as amended;

"Recyclables" means scrap metal, motor vehicle bodies, propane tanks, White Goods, gypsum wallboard, Mixed Recyclables, Glass Packaging, and any other product included in an approved stewardship plan under the *Recycling Regulation, BC*, as amended;

"Recycling Depot" means a location provided by or on behalf of the City, where a person can drop off Recyclables;

"Single Family Dwelling" means a detached or attached residential building on a separate fee simple parcel, a detached residential building in a strata-titled development, or a mobile or manufactured home located on a separate fee simple parcel;

"Statutory Holiday" means New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, and Christmas Day;

"Suspect Asbestos Waste" means waste materials that pre-date 1990 and may contain asbestos, as identified in the Asbestos Waste Disposal Procedures;

"Tag-a-bag" means a City approved, perforated tag that sticks onto an extra bag of Garbage or Yard Waste;

"Waste Disposal Site" means those City designated sites listed in Schedule "A" or other facilities authorized by a governmental authority to receive and handle Garbage, Recyclables and/or Compostable Waste;

"White Goods" means stoves, refrigerators, freezers, washers, dryers, dishwashers, microwave ovens, air conditioning units, and other similar appliances;

"Wildlife" means birds and mammals not normally domesticated, including but not limited to bears, cougars, coyotes, wolves, foxes, raccoons and skunks;

"Wooden Food Utensils" means toothpicks, popsicle sticks, stir sticks, skewers, chop sticks, and other materials made of compostable wood, bamboo, or other plant-derived material, but not biodegradable plastic or other material; and,

"Yard Waste" means house plants, weeds, plants, leaves, grass, hedge and plant clippings, lawn edgings, twigs and branches up to 150 millimetres (6 inches) in diameter and other materials approved by the Director, but does not include items listed in Section 96 of this Bylaw.

ESTABLISHMENT OF SERVICE

4. The City establishes the service of collection and disposal or processing of Garbage, Recyclables and Compostable Waste.

5. The solid waste management service established by the City of Chilliwack includes:

(1) curbside collection of Garbage, Mixed Recyclables, Glass Packaging and Compostable Waste, subject to the terms of this Bylaw;

(2) collection of Garbage, Mixed Recyclables, Glass Packaging and/or Compostable Waste at all Municipal Sites;

(3) collection of Garbage, Mixed Recyclables and Glass Packaging in municipal street-side containers;

(4) management of the Bailey Sanitary Landfill including the Compostable Waste Transfer Station;

(5) management of the Green Depot; and,

(6) provision of Recycling Depots.

PROHIBITIONS

6. No Owner or Occupier of real property shall cause, allow or permit any Garbage, Recyclables, Compostable Waste, refuse or other noxious, offensive, unwholesome or discarded matter to collect, accumulate or remain on the real property, unless it is securely contained in a waste Container or receptacle equipped with a close-fitting lid or cover.

7. No Owner or Occupier of real property in areas with Wildlife issues as indicated in Schedule "G" shall cause, allow, or permit any Garbage, Recyclables, Compostable Waste or associated Containers to be stored, deposited, or placed on their premises in such a manner that it is accessible to Wildlife.

8. No Owner or Occupier of real property shall cause, allow or permit any carcass in whole or part, offal or viscera to remain, accumulate or collect on real property.

9. No person shall deliver, place, bury or dump, or cause or allow to be delivered, placed, buried or dumped, any Garbage, Compostable Waste, Recyclables, refuse or other noxious, offensive, unwholesome or discarded matter anywhere in the City other than at a Waste Disposal Site, Recycling Depot or Privately-Owned or Operated Depot.

10. No person shall transport any Garbage, Compostable Waste, Recyclables, refuse or other noxious, offensive, unwholesome or discarded matter without securing the materials in a manner which will ensure that all of the materials will reach the designated Waste Disposal Site, Recycling Depot or Privately-Owned or Operated Depot. All materials transported shall be secured in a closed container or by a tarping method.

11. No person shall deliver, place or dump or cause or allow to be delivered, placed or dumped, any residential, commercial or industrial Garbage, Compostable Waste or Recyclables into a municipal street side container.

PROHIBITIONS (continued)

12. No person shall burn or cause or allow to be burned any Recyclables, Garbage, refuse or other noxious, offensive, unwholesome or discarded matter anywhere in the City, including the combustion of waste oil.

13. No person shall cause, allow or permit any Recyclables or Compostable Waste to be discarded as Garbage.

14. No person receiving Collection Service shall cause, allow or permit any Recyclables or Compostable Waste to be discarded as Garbage.

15. No person shall interfere with, threaten, or in any way obstruct any of the City's employees, contractors, or agents while the City's employees, contractors, or agents are engaged in the provision of the Collection Service, or those involved with operating a Recycling Depot or Waste Disposal Site.

16. No Owner or Occupier of real property or Private Hauler shall cause, permit, suffer or allow a private Container to be placed on a lane or street unless authorized to do so pursuant to a license agreement with the City.

INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL SECTOR

17. No Owner or Occupier of commercial, industrial or institutional property, or person holding a City of Chilliwack Business Licence, shall cause, allow or permit any Recyclables or Compostable Waste to be discarded as Garbage.

18. Every Owner or Occupier of commercial, industrial or institutional property shall make arrangements for the removal and disposal of separated Garbage, Recyclables and Compostable Waste by a Private Hauler, or by self-hauling the separated materials to a Waste Disposal Site; any person holding a City of Chilliwack Business Licence and operating from a residential property shall make the same arrangements for their business-related waste.

19. Every Owner or Occupier of commercial, industrial or institutional property shall remove all emptied collection Containers from the curb of any City street or lane within three hours of collection and return the Containers to the dedicated Container space.

20. Every Owner or Occupier of a Drive-Through Establishment shall provide a minimum of two waste receptacles in the queuing lane.

21. Every Owner or Occupier of commercial, industrial or institutional property shall have measures in place to prevent Garbage, Recyclables or Compostable Waste from escaping the property and creating litter.

22. Every Owner or Occupier of commercial, industrial or institutional property shall clean up any Garbage, Recyclables or Compostable Waste which escapes onto neighbouring properties, the highway, street, lane, storm drain, watercourse, or public way within 12 hours of noticing the escaped waste or notification by the City.

NOTICE TO REMOVE GARBAGE

23. Where an Owner or Occupier of real property has caused, allowed or permitted any Garbage, including but not limited to Compostable Waste, other putrescible waste, or discarded materials identified in Subsections 90(1) to (6), (9), (10), (13), (14), and (15) to accumulate or remain on the real property in contravention of Section 6, the Director or the Bylaw Enforcement Officer may cause a notice in writing to be delivered to an Owner or Occupier of real property requiring the removal of Garbage, Compostable Waste and any discarded materials identified in Subsections 90(1) to (6), (9), (10), (13), (14), and (15), within 48 hours of receipt of such notice.

24. Notice to an Owner or Occupier may be hand delivered, left in the mail box, dropped through the mail slot, or taped to the front door of the residence on the property which is the subject of the notice.

25. Where a notice is issued pursuant to this Bylaw and, in the opinion of the Bylaw Enforcement Officer, the Garbage, Compostable Waste or discarded materials identified in Subsections 90(1) to (6), (9), (10), (13), (14), and (15) has not been removed:

(1) within the time specified on the notice; or

(2) in the manner specified in the notice; or

(3) sufficiently to satisfy the requirements of the notice;

the City may, by its employees, agents or contractors, enter the real property and remove the Garbage, Compostable Waste or other material in the manner the Bylaw Enforcement Officer considers necessary and appropriate and charge the cost of the work to the Owner of the real property.

26. Where in contravention of Section 6 a waste Container provided by a Private Hauler results in litter, unauthorized use, or other nuisances, the Owner, Occupier, or Private Hauler must in accordance with a notice under Section 23 place locks on a Container, change the location of the Container, require a secure enclosure for the Container, increase the size of the Container, more frequently collect Garbage, Recyclables, or Compostable Waste from the Property, or change the mode of collection.

27. Any charges incurred pursuant to Sections 25 and 26 shall be due and payable upon receipt of notice from the City and any such charges remaining unpaid as of December 31 of that year shall be added to and form part of the taxes payable on the real property as taxes in arrears.

COLLECTION SERVICE

28. Only Garbage, Mixed Recyclables, Glass Packaging and Compostable Waste generated within the City of Chilliwack are eligible for Collection Service under this Bylaw unless otherwise permitted under this Bylaw.

COLLECTION SERVICE (continued)

29. The Collection Service shall serve Owners or Occupiers of:

(1) Single Family Dwellings and associated Accessory Dwelling Units, and Duplexes; and,

(2) Multi-family Dwelling complexes that have approved applications for service and associated Accessory Dwelling Units.

30. The Collection Service for each Single Family Dwelling, associated Accessory Dwelling Unit, or Dwelling Unit within a Duplex comprises collection of the following materials generated from that property:

(1) two Containers of Garbage Bi-weekly with a maximum volume of 121 litres and weighing no more than 25 kilograms;

(2) one Green Cart of Compostable Waste weekly with a maximum volume of either 80 litres (maximum weight of 50 kilograms), 120 litres (maximum weight of 55 kilograms), 240 litres (maximum weight of 100 kilograms) or 360 litres (maximum weight of 150 kilograms);

(3) ten Kraft Bags of Yard Waste and/or bundles of branches weekly with each Kraft Bag or bundle having a maximum weight of 15 kilograms. Bundles must be no more than 1.25 metres in length with a diameter of no more than 600 millimetres;

(4) unlimited amounts of Mixed Recyclables weekly. Each Container of Mixed Recyclables or bag of shredded paper shall not exceed 121 litres or 25 kilograms; and

(5) unlimited amounts of Glass Packaging Bi-weekly, which must be placed in 27 litre Grey Bins that shall not exceed 25 kilograms each.

31. Multi-family Dwelling Units and associated Accessory Dwelling Units in complexes, which have been approved for the Collection Service, shall be serviced in accordance with the same Container size and weight restriction as the service level for each Single Family Dwelling or Duplex.

32. Owners or Occupiers of Multi-Family Dwelling complexes, commercial buildings, institutions, industrial sites and any buildings other than Single Family Dwellings and Duplexes shall make their own arrangements for the removal and disposal of Garbage, Recyclables, and Compostable Waste, except for Multi-Family Dwelling complexes that have approved applications for service under this Bylaw.

33. Owners or strata councils of all Multi-Family Dwelling complexes that are not served by the Collection Service shall contract with a Private Hauler, licensed in Chilliwack, for recycling, Garbage and Compostable Waste collection services. Recyclables to be collected shall, at a minimum, include those defined in this Bylaw as Mixed Recyclables. Compostable Waste to be collected shall, at a minimum, include those defined in this Bylaw as Food Waste and Food-Soiled Paper. Contracts must be provided to the City for verification upon request.

COLLECTION SERVICE (continued)

34. Owners or strata councils of all Multi-Family Dwelling complexes that are not served by the Collection Service shall provide adequate space dedicated for the storage and collection of, at a minimum, Garbage, Mixed Recyclables, and Compostable Waste Containers. The minimal size of each Container for Garbage and Mixed Recyclables shall be equal to the number of units multiplied by 0.08 cubic yards and the minimal size of each Container for Compostable Waste shall be equal to the number of units multiplied by 0.02 cubic yards. The size of the Container can be proportionally reduced with increased frequency of collection over once weekly. The requirement for dedicated Container space may be waived if the Owners or strata councils provide curbside collection service for each residence in the complex, with adequate access for collection vehicles.

35. Owners or strata councils of all Multi-Family Dwelling complexes that are not served by the Collection Service shall remove all emptied centralized collection Containers from the curb of any City street or lane within three hours of collection and return the Containers to the dedicated Container space.

EXEMPTIONS FROM SERVICE

General Exemptions

36. An Owner of a Single Family Dwelling, associated Accessory Dwelling Unit, Dwelling Unit or Accessory Dwelling Unit in a Multi-Family complex approved for Collection Service under this Bylaw, or Dwelling Unit in a Duplex may apply in writing to the Director for an exemption from the Collection Service for that building or Dwelling Unit.

37. If an applicant under Section 36 complies with Section 40, the Director shall only grant an exemption from the Collection Service if:

(1) in the opinion of the Director the Collection Service cannot reasonably and practically be provided to that building, by reason of inadequate access or otherwise; or,

(2) the building has been rendered uninhabitable by fire or natural disaster or is under demolition. Proof of fire or natural disaster destruction, or demolition will be required.

38. An exemption under Section 37 (1) continues until the Director notifies the Owner of the building that in their opinion the property can reasonably and practically be provided with the Collection Service.

39. An exemption under Section 37 (2) continues until the building is repaired or reconstructed and is granted an occupancy permit or final approval.

40. Any application for an exemption from the Collection Service shall be in the form attached to this Bylaw as Schedule "B" and shall include:

(1) the civic address of the property on which the dwelling in respect of which the exemption is sought is located;

EXEMPTIONS FROM SERVICE (continued)

(2) the name and address of the Owner of the dwelling in respect of which the exemption is sought;

(3) if the exemption is sought under Section 36 (1), a description by the applicant of the conditions the applicant believes prevent the service from being reasonably and practically provided to the dwelling; and,

(4) if the exemption is sought under Section 36 (2), documentation verifying the fire, natural disaster or demolition and the date of the incident.

APPLICATIONS FOR COLLECTION SERVICE

41. When the Owner of a newly constructed Single-Family Dwelling, associated Accessory Dwelling Unit, or Dwelling Unit in a Duplex is granted an occupancy permit or final approval, the Owner must immediately apply to the City for the Collection Service. In the event the Owner does not apply for Collection Service, the City will provide a 120 litre Green Cart, a Blue Bin, and a Grey Bin, and charge the applicable fee for Collection Service as set out in Schedule "F".

INCLUSION OF MULTI-FAMILY DWELLINGS IN COLLECTION SERVICE

42. The Owner or Strata Council of a Multi-Family Dwelling complex may make application in the form of Schedule "D" for Collection Service for a minimum of one year, if:

(1) each unit Owner or Occupier within the complex has been notified that they will receive individual unit service as per the Collection Service and be charged Collection Fees as outlined in Schedule "F."

(2) the property is a strata complex, and the application is accompanied by a waiver, in the form of Schedule "C"; or,

(3) the property is not a strata complex and road access is provided and maintained by the City.

43. Notwithstanding anything else in this bylaw, if the Owner or Strata Council of a Multi-Family Dwelling complex has applied for and been granted Collection Service pursuant to Section 42 of this Bylaw, then the Owner or Occupier of each Dwelling Unit and Accessory Dwelling Unit in that Multi-Family Dwelling complex shall be eligible to apply for an exemption pursuant to Section 37(2) of this Bylaw as if the Owner or Occupier of each Dwelling Unit was an Owner of a Single Family Dwelling or Duplex.

COLLECTION FREQUENCY

44. The Collection Service is such that Mixed Recyclables and Compostable Waste will be collected weekly, and Garbage and Glass Packaging will be collected Bi-weekly.

45. There will be no regularly scheduled Collection on Saturdays, Sundays or Statutory Holidays except Remembrance Day. Collection for those residences whose pickup falls on a Statutory Holiday will be assigned an alternate pickup day.

46. Collection Service will be in accordance with the schedule indicating collection days for specific colour-coded areas of the City (or other way of designating different collection areas), which will be distributed to residents, and which will vary to allow for Statutory

Holidays, as indicated on the schedule.

47. Despite the schedule of days for the Collection Service, the Director may make alternate collection arrangements where weather conditions or other circumstances will not permit collection on the day or days scheduled.

COLLECTION PROCEDURES

48. Every person shall ensure that Garbage, Mixed Recyclables, Glass Packaging and Compostable Waste are stored and placed in a sanitary manner, and in a way that will not injure persons handling them. A Container shall not be used and may not be collected if it is broken, hazardous, unsanitary, or dangerous to persons handling it.

49. No person shall place wet waste in any Container of Garbage unless it is drained of excess moisture and wrapped in waterproof material.

50. No person shall put or place liquid, rainwater or other free water or snow in, or allow it to run into or accumulate in any Container.

51. If the Container is a can or bin for Garbage or Mixed Recyclables, the Owner or Occupier shall keep the Container, at all times, securely covered with watertight covers. The cover or lid shall not be tied, latched, strapped, or hinged to the can or bin. Plastic bags for Garbage and shredded paper shall be securely fastened.

52. Every Owner or Occupier shall at all times, keep a Green Cart securely closed with the locking mechanism engaged.

53. No person shall place or store Garbage, Mixed Recyclables, Glass Packaging or Compostable Waste in front of or behind another person's property without the permission of that person.

54. No person shall place Garbage, Mixed Recyclables, Glass Packaging or Compostable Waste in another person's Container without the permission of that person.

55. No person shall fill a Container above the top of the Container. No person shall fill a plastic bag for Garbage or shredded paper in such a way that the plastic ties cannot be securely fastened or the bag cannot be securely tied.

56. Every Owner or Occupier, as applicable, shall place all Garbage, Mixed Recyclables, Glass Packaging and Compostable Waste which an Owner or Occupier chooses to have collected and disposed of by the City under this Bylaw at curbside for collection before 7:00 am on the designated Collection Day unless otherwise notified in writing. No person shall place Garbage, Mixed Recyclables, Glass Packaging and Compostable Waste at the curb any earlier than 6:00 pm the day prior to the designated Collection Day. All Containers shall be removed from the curb by 10:00 pm of the Collection Day. Containers must not be stored on the street or within the Boulevard except during the times specified in this section.

COLLECTION PROCEDURES (continued)

57. Subsequent to Section 56, a shorter timeframe for the placement of Garbage, Mixed Recycling, Glass Packaging and Compostable Waste at the curb applies to the areas with Wildlife issues indicated in Schedule "G". In this case, every Owner or Occupier on streets in the designated Wildlife areas shall place all Garbage, Mixed Recyclables, Glass Packaging and Compostable Waste which an Owner or Occupier chooses to have collected and disposed of by the City under this Bylaw at curbside for collection not earlier than 5:00 am on the designated Collection Day unless otherwise notified in writing. All Containers shall be removed from the curb by 10:00 pm of the Collection Day and stored in accordance with Section 7.

58. Every Owner or Occupier must place all Garbage, Mixed Recyclables, Glass Packaging and Compostable Waste in full view of and within two metres of the street serving the premises and access to the Containers shall not be obstructed by parked vehicles. The Director may designate lane pick-up or another location where the Director considers this appropriate.

59. Every Owner or Occupier of premises shall clean up any Garbage, Mixed Recyclables, Glass Packaging or Compostable Waste which escape onto neighbouring properties, the highway, street, lane or public way from their waste put out for collection by end of the Collection Day.

CONTAINERS

60. The City's Collection Service provider will loan every Owner of a property on the Collection Service a Green Cart to use for Compostable Waste.

61. The standard Green Cart size is 120 litres. Other Green Cart sizes available are 80 litres, 240 litres and 360 litres. Collection service for additional Green Carts may be purchased, and the collection charges for additional Green Carts will remain in effect for a minimum of one year.

62. Once in every two-year period, the Owner of a property on the Collection Service may change the size of the Green Cart without incurring a Green Cart exchange fee. If more than one size exchange is requested in the two-year period, the Green Cart exchange fee will be applied. The first two-year period shall commence on May 1, 2017 and end on April 30, 2019. Residents also receive a free Green Cart size exchange upon moving to a new residence.

63. The Owner of the property is responsible for the cleaning, care and safe-keeping of the Green Cart and shall at all times securely store the Green Cart on the property, except when the Green Cart is placed at the curb for collection as per Section 56 or 57.

64. Green Carts shall remain the property of the City's Collection Service provider and shall remain on the parcel to which they were issued and the City or the Collection Service provider shall have the right to inspect, alter, remove and replace the Green Carts from time to time.

CONTAINERS (continued)

65. The Owner or Occupier of the property shall notify the City if a Green Cart is damaged or stolen. If a Green Cart is stolen or damaged due to the neglect of an Owner or Occupier (including, for certainty, where the Owner or Occupier fails to securely store the Green Cart as per Section 63), the Owner will reimburse the City for the cost of replacing or repairing the Green Cart pursuant to Schedule "F".

66. The City will loan every Owner of a property on the Collection Service one Blue Bin that may be used for Mixed Recyclables. The Owner or Occupier of the property may choose to use a different Container for Mixed Recyclables.

67. The City will loan every Owner of a property on the Collection Service one Grey Bin to use for Glass Packaging. Blue Bins and Grey Bins loaned to the Owner of a property shall remain the property of the City and shall remain on the parcel to which they were issued.

68. The Owner of the property is responsible for the cleaning, care and safe-keeping of the Blue Bin and Grey Bin. The Owner or Occupier of a property on the Collection Service may purchase additional or replacement Blue Bins and Grey Bins from the City, pursuant to the rates established in Schedule "F". If a Blue Bin or Grey Bin is damaged by the City's collection contractor, the City will provide a replacement Blue Bin or Grey Bin at no cost to the Owner or Occupier.

RECYCLABLES COLLECTION

69. Every person who uses the Collection Service shall sort out Recyclables from their residential Garbage and Compostable Waste and place those materials in separate Containers of a type acceptable for collection, or into designated bins at the Recycling Depots or other Privately-Owned and Operated Depots.

70. Every person who uses the Collection Service shall place Mixed Recyclables for collection in a Blue Bin or other Container with a lid, clearly identified with a City approved sticker. Clear Blue Bags or Clear Bags may only be used for shredded paper.

71. Every person who uses the Collection Service shall place Mixed Recyclables in excess of a single Container in additional Blue Bins or clearly identified Containers at the curb, or into designated bins at the Recycling Depots or other Privately-Owned and Operated Depots.

72. Every person who uses the Collection Service shall place all Glass Packaging for collection in a Grey Bin.

73. Every person who uses the Collection Service shall place Glass Packaging in excess of a single Grey Bin in additional Grey Bins at the curb, or into designated bins at the Recycling Depots or other Privately-Owned and Operated Depots.

RECYCLABLES COLLECTION (continued)

74. Every person who uses the Collection Service shall place Recyclables for collection at the curb so as to include only Mixed Recyclables and Glass Packaging. Containers with Mixed Recyclables shall not contain Glass Packaging, other Recyclables, Garbage or Compost. Grey Bins with Glass Packaging shall not contain Mixed Recyclables, other Recyclables, Garbage or Compost.

75. Every person who uses the Collection Service shall prepare Mixed Recyclables for collection at curbside in the manner outlined in the Curbside Collection Guide as amended from time to time.

76. Every person who uses the Collection Service shall prepare Glass Packaging for collection by removing any lids and contents prior to placing the clean Glass Packaging in a Grey Bin.

77. Owners or Occupiers of a property shall not place any Recyclables into a Container of Garbage. Owners or Occupiers of a property shall not place any Recyclables into a Green Cart, unless the Recyclables are also Compostable Waste approved for inclusion in the Green Cart.

COMPOSTABLE WASTE COLLECTION

78. Every person who uses the Collection Service shall sort out Compostable Waste from their residential Garbage and Recyclables and place those materials in the Green Cart for collection, into designated areas at the Compostable Waste Transfer Station or Green Depot, or process the materials on their own private property through backyard composting or agricultural operations. Yard Waste may also be placed in Kraft Bags and branches may be placed out in bundles for collection.

79. No person on the Collection Service shall place Compostable Waste in plastic bags, even if the bags are compostable plastic or biodegradable plastic.

80. Food Waste, Food-Soiled Paper and Wooden Food Utensils may be commingled with Yard Waste in the Green Cart.

81. A person who places Yard Waste at the curb for collection may place the Yard Waste in the Green Cart, in Kraft Bags or tied in bundles. Bundles must be tied using compostable materials, such as cotton string or twine.

82. A person who places Compostable Waste in a Green Cart for curbside collection must position the Compostable Waste in such a manner that it can be easily removed from the Green Cart using the semi-automated cart tipper. Compostable Waste placed in the Green Cart must fit within the Green Cart, allowing the Green Cart to be securely closed.

83. Any Yard Waste in excess of the limits specified in Section 30 shall only be collected if an authorized Tag-a-bag is clearly placed on the Yard Waste.

COMPOSTABLE WASTE COLLECTION (continued)

84. Persons may dispose of Compostable Waste by using the Green Depot (for Yard Waste only), Compostable Waste Transfer Station, curbside service, or their own private property for composting or agricultural processing. All composting must be done in a manner that minimizes the generation of odours, the attraction of animals, or creates a nuisance. No composting or disposal shall be conducted within 30 metres of a watercourse or on City owned property or Crown Land.

TAG-A-BAGS FOR GARBAGE AND YARD WASTE COLLECTION

85. If a property receives the Collection Service and the Owner or Occupier wishes to place one or more additional Containers or bags of Garbage or one or more additional Kraft Bags or bundles of Yard Waste for collection then the Owner or Occupier shall securely attach to each additional Container bag, Kraft Bag or bundle, a prepaid, unexpired Tag-a-bag. Excess Garbage or Yard Waste will not be collected unless marked with a Tag-a-bag.

86. Tag-a-bag service is not available for properties that have been accepted for an exemption.

87. Each Garbage Tag-a-bag is valid for one Container or bag of Garbage with a maximum volume of 121 litres and weighing no more than 25 kilograms.

88. Each Yard Waste Tag-a-bag is valid for one Kraft Bag or bundle not to exceed 15 kilograms in weight.

89. The City may issue up to 26 Garbage Tag-a-Bag stickers per year for residents with documented medical conditions that result in additional Garbage.

RESTRICTED AND PROHIBITED MATERIALS CURBSIDE

90. No person may place any of the following in curbside Garbage, Mixed Recyclables or Glass Packaging for collection by the City:

(1) Hazardous Waste;

(2) bio-medical waste, sharps or infectious materials;

(3) flammable, combustible or oxidizing materials;

(4) materials that are on fire or above a temperature of 65.5°C;

(5) any explosive substance, object or mechanism;

(6) carcasses, offal ,viscera;

(7) trees, tree stumps, logs, land-clearing debris, timbers or fence posts;

(8) materials originating from industrial and/or agricultural operations;

(9) semi-solid or liquid waste including raw sewage, septic tank sludge, parking lot pumping or grease trappings;

RESTRICTED AND PROHIBITED MATERIALS CURBSIDE (continued)

(10) uncontained dog excrement or other animal waste (double-bagged pet waste is permitted in Garbage provided the waste was generated by residential pets on the same property);

(11) construction and/or demolition materials;

(12) dirt, rocks, cement, or asphalt;

(13) Recyclables, other than properly sorted Mixed Recyclables and Glass Packaging;

(14) Compostable Waste in Garbage, Mixed Recyclables, or Glass Packaging;

(15) Garbage mixed with Compostable Waste or Recyclables;

(16) any single container or item, material or structure exceeding any of the following: a volume of 1 cubic metres, a length of 1.25 metres, and/or the volume or weight limits specified in the Bylaw for Garbage, Compostable Waste, Mixed Recyclables, and Glass Packaging; or,

(17) waste materials not identified as acceptable for landfilling pursuant to any permit or certificate issued by the BC Ministry of Environment.

91. Curbside Compostable Waste shall not include:

(1) loose soils or rocks;

(2) Garbage or Recyclables, unless the Recyclables are also Compostable Waste;

(3) plastics including compostable plastics or biodegradable plastics, or synthetic fibres;

(4) wood or tree limbs over 150 millimetres in diameter;

(5) bundles of branches larger than 1.25 metres in length or 600 millimetres in diameter or weighing more than 15 kilograms;

(6) Kraft Bags of Yard Waste weighing more than 15 kilograms;

(7) Hazardous Waste or soil contaminated with Hazardous Waste;

(8) flammable, combustible or oxidizing materials;

(9) materials that are on fire or above a temperature of 65.5°C;

(10) any explosive substance, object or mechanism;

(11) animal waste, carcasses, offal or viscera;

(12) painted or stained wood, or wood treated with creosote or petroleum derivatives, etc.;

(13) semi-solid or liquid waste including raw sewage, septic tank sludge, parking lot pumping or grease trappings;

(14) any item with a length that prevents the lid of the Green Cart from being securely closed;

RESTRICTED AND PROHIBITED MATERIALS CURBSIDE (continued)

(15) waste materials not identified as acceptable for composting pursuant to any permit or certificate issued by the BC Ministry of Environment; or,

(16) invasive plants requiring special disposal.

RIGHT TO REFUSE WASTE AT DISPOSAL SITES

92. Any load or portion of load of Garbage delivered to the Bailey Sanitary Landfill found to contain any quantity of Recyclables or Compostable Waste as defined in this Bylaw, or other materials accepted for recycling at the Bailey Sanitary Landfill shall be subject to the surcharge set out in Schedule "E".

93. No person may deliver any of the following for disposal at the Bailey Sanitary Landfill unless authorized by the Director. If authorized, the applicable fees as set out in Schedule "E" of this Bylaw may be applied.

(1) Hazardous Waste except Asbestos Waste that meets the requirements of the Asbestos Waste Disposal Procedures;

(2) Soil contaminated with Hazardous Waste;

(3) bio-medical waste, sharps or infectious materials;

(4) flammable, combustible or oxidizing materials;

(5) materials that are on fire or above a temperature of 65.5°C;

(6) any explosive substance, object or mechanism;

(7) carcasses, manure, offal or viscera or agricultural or commercial sources of animal excrement;

(8) trees, tree stumps, logs, land-clearing debris, timbers or fence posts;

(9) wood treated with creosote, petroleum derivatives, etc.;

(10) concrete containing rebar;

(11) materials originating from industrial and/or agricultural operations;

(12) industrial or commercial spools;

(13) semi-solid or liquid waste including raw sewage, septic tank sludge, waste water sludge, parking lot pumping or grease trappings;

(14) Recyclables;

(15) Compostable Waste;

(16) any single item of waste, material or structure exceeding a volume of 2 cubic metres;

(17) other materials banned by the regional district through the Fraser Valley Regional District's Solid Waste Management Plan;

(18) other materials which may be designated by the BC Ministry of Environment when alternative disposal becomes available;

RIGHT TO REFUSE WASTE AT DISPOSAL SITES (continued)

(19) waste materials not identified as acceptable for landfilling pursuant to any permit or certificate issued by the BC Ministry of Environment; or

(20) invasive plants requiring special disposal, unless authorized by the Director in advance.

94. Any load or portion of load of Compostable Waste delivered to the Compostable Waste Transfer Station found to contain any quantity of Garbage or Recyclables as defined in the Bylaw, shall be subject to the surcharges set out in Schedule "E", unless the Recyclables are also Compostable Waste.

95. No person may deliver any of the following for disposal at the Compostable Waste Transfer Station unless authorized by the Director. If authorized, the applicable fees as set out in Schedule "E" of this Bylaw may be applied.

(1) Semi-solid or liquid waste including but not limited to raw sewage, septic tank sludge, waste water sludge, parking lot pumping or grease trappings;

(2) loose soils or rocks;

(3) Garbage or Recyclables, unless the Recyclables are also Compostable Waste;

(4) plastics or synthetic fibres;

(5) wood or tree limbs over 360 millimetres in diameter;

(6) Hazardous Waste or soil contaminated with Hazardous Waste;

(7) flammable, combustible or oxidizing materials;

(8) materials that are on fire or above a temperature of 65.5°C;

(9) any explosive substance, object or mechanism;

(10) animal waste, carcasses, offal or viscera excluding loads containing mixed manure and used animal bedding;

(11) painted or stained wood, or wood treated with creosote or petroleum derivatives, etc.;

(12) any single item of waste, material or structure exceeding a volume of 2 cubic metres;

(13) waste materials not identified as acceptable for composting pursuant to any permit or certificate issued by the BC Ministry of Environment; or

(14) invasive plants requiring special disposal, unless authorized by the Director in advance.

96. Any load or portion of load of Yard Waste, Clean Wood or other green waste delivered to the Green Depot found to contain any quantity of Garbage, Recyclables, Food Waste, or Food-Soiled Paper as defined in the Bylaw, shall be subject to the surcharges set out in Schedule "E".

RIGHT TO REFUSE WASTE AT DISPOSAL SITES (continued)

97. No person may deliver any of the following for disposal at the Green Depot unless authorized by the Director. If authorized, the applicable fees as set out in Schedule "E" of this Bylaw may be applied.

(1) Semi-solid or liquid waste including but not limited to raw sewage, septic tank sludge, waste water sludge , parking lot pumping or grease trappings;

(2) Food Waste or Food-Soiled Paper;

(3) soil contaminated with Hazardous Waste;

(4) Garbage or Recyclables;

(5) plastics or synthetic fibres;

(6) Hazardous Waste or soil contaminated with Hazardous Waste;

(7) flammable, combustible or oxidizing materials;

(8) materials that are on fire or above a temperature of 65.5°C;

(9) any explosive substance, object or mechanism;

(10) animal waste, carcasses, offal or viscera excluding loads containing mixed manure and used animal bedding;

(11) painted or stained wood, or wood treated with creosote or petroleum derivatives, etc.;

(12) any single item of waste, material or structure exceeding a volume of 2 cubic metres;

(13) waste materials not identified as acceptable for composting pursuant to any permit or certificate issued by the BC Ministry of Environment; or

(14) invasive plants requiring special disposal, unless authorized by the Director in advance.

98. Despite Sections 92, 94 and 96, the City may also refuse to accept any material at any Waste Disposal Site, Municipal Sites or Recycling Depot or other recycling site which, in the opinion of the City employee, agent or contractor working at that site:

(1) contravenes any federal, provincial or municipal regulation or guideline for waste disposal;

(2) poses a danger or potential danger to human life, animals or the environment; or

(3) causes operational disruptions.

99. No person shall deposit, or cause or allow to be deposited, any Garbage, Compostable Waste, refuse or other discarded matter at any Waste Disposal Site:

(1) without paying the applicable fees as set out in Schedule "E" of this Bylaw. The Director has the authority to waive disposal fees at the Bailey Sanitary Landfill for material required to construct roads or for cover material;

RIGHT TO REFUSE WASTE AT DISPOSAL SITES (continued)

(2) except as directed by an employee, agent or contractor of the City and in an area specified and marked by signs; or

(3) which originates from outside of the Fraser Valley Regional District. The Director has the authority to restrict the delivery of materials to Waste Disposal Sites from areas within the Fraser Valley Regional District but outside the City of Chilliwack.

100. No person shall trespass or loiter in or upon any Waste Disposal Site or Recycling Depot, or park a vehicle at any site except in the course of disposing of waste or Recyclables.

101. No person being the owner of, or in care and control of, any animal shall allow the animal in or upon any Waste Disposal Site unless the animal is confined within a motor vehicle.

RECYCLING PROCEDURES AT BAILEY SANITARY LANDFILL

102. Every person delivering, placing or disposing of any Recyclables at the Bailey Sanitary Landfill shall deposit such materials in the designated areas for recycling. All latching or locking devices must be removed from White Goods and doors and/or lids cannot be made to remain closed. At no time shall these materials be placed in the Garbage bins or at the active face. Failure to place materials in their designated areas shall result in the surcharge set out in Schedule "E".

SCAVENGING

103. No person shall collect, take, remove, salvage or convert to their own use Garbage, Recyclables, Yard Waste, discarded matter or any other material from any curbside collection location, Recycling Depot, Container or Waste Disposal Site, unless the person is:

(1) the person who initially placed the material for collection;

(2) an employee or agent of the City, or,

(3) an employee or member of an organization or corporation, which has been duly authorized by the City to carry out the collection of Garbage, Recyclables and Compostable Waste in the City.

RECYCLING DEPOTS

104. Recyclables to be deposited at the Municipal Sites and Recycling Depots must conform to Recyclables preparation for curbside collection.

105. Recycling Depots shall only be used for the containment and temporary storage of residential Recyclables. All other uses, in particular dumping of Garbage, are prohibited.

106. Recyclables shall be placed in the applicable Container at the Recycling Depots.

107. No person shall damage or deface in any manner whatsoever any bins, signage, or other property or appurtenances at Municipal Sites and Recycling Depots.

RECYCLING DEPOTS (continued)

108. Recycling Depot operators and Privately-Owned and Operated Depot operators shall not allow the site to become unsafe, untidy, unsightly or unsanitary and must not allow or permit Recyclables to be visible to the outside public, above the height of the fence surrounding the site.

ADMINISTERING THE BYLAW

109. The Director is permitted to administer this Bylaw, and supervise, control and direct the Collection Service and operations at the Bailey Sanitary Landfill, including restricting the quantities and types of Asbestos Waste and other materials accepted at the Bailey Sanitary Landfill.

RIGHT OF ENTRY

110. The Director may enter at all reasonable times upon any property subject to the provisions of this Bylaw for the purposes of ascertaining whether the regulations, directions or provisions contained in this Bylaw are being obeyed.

FEES AND BILLING

111. Every Owner of a Single Family Dwelling and associated Accessory Dwelling Unit within the City and every Owner of a Dwelling Unit within a Duplex within the City is required to pay the applicable fee for the Collection Service as set out in Schedule "F", unless the Owner has an exemption from use of and payment for the Collection Service under this Bylaw.

112. Where a building is assessed commercial with residential living quarters, the Owner of the residential Dwelling Unit is required to pay the applicable fee for the Collection Service as set out in Schedule "F," unless the Owner has an exemption from use of and payment for the Collection Service under this Bylaw.

113. In the event of a property assessment conflict, the City will inspect the property to determine applicable fees.

114. Every Owner of a Multi-family Dwelling that has an approved application for the Collection Service must pay the applicable fees, as set out in Schedule "F", whether or not the Owner chooses to utilize the Collection Service. If the Multi-family Dwelling and associated Accessory Dwelling Unit that has an approved application for service is stratified, then every Owner of a strata unit within the Multi-family must pay the applicable fees, as set out in Schedule "F", whether or not the Owner chooses to utilize the Collection Service.

115. If an Owner applies or subscribes for the Collection Service, the service shall begin and the fee for the service shall begin on the first day of the week after the Owner subscribes for the service.

116. If an Owner is entitled to an exemption from the Collection Service, the fee for the Collection Service will cease on the first day of the week after the exemption is granted.

FEES AND BILLING (continued)

117. If an Owner or Occupier requests a Green Cart size exchange or an additional Green Cart, the applicable fee for it will commence on the first day of the week after the new Green Cart is delivered to the property.

118. Fees shall be billed quarterly in respect of the three preceding months, and are due and payable within 45 days from the date of the billing.

119. No adjustments to billing will be provided in response to a loss of service due to inclement weather.

120. Payment of fees by an Owner will be considered consent of Collection Service received unless contested within 45 days from the date of billing. Withdrawal of this consent will not result in reimbursement of fees paid.

121. The Owner of a real property is responsible for the payment of all accounts in arrears.

122. Any fee or charge as set out in Schedule "F" of this Bylaw shall be subject to interest if unpaid after the due date as stated on the quarterly invoice. Interest shall be at the rate as prescribed from time to time by the Lieutenant Governor in Council under Section 11(3) of the *Taxation (Rural Area) Act*.

123. Any fee or charge imposed by this Bylaw which is unpaid on December 31 is deemed to be taxes in arrears and may be collected in the same manner and with the same remedies as ordinary taxes on the property.

RIGHTS OF SUSPENSION

124. The City may discontinue the Collection Service to any Dwelling Unit where an Owner or Occupier of the Dwelling Unit does not comply with a provision of this Bylaw.

125. At least 5 days before discontinuing the Collection Service under Section 124, the City will hand-deliver to the Dwelling Unit and mail to the registered Owner(s), at their address(es) as shown in the most recent property assessment records, a notice setting out the nature of the non-compliance. The notice will stipulate the date upon which the Collection Service will be discontinued and provide an opportunity for the persons affected to make representations to Council.

HEALTH ACT PROVISIONS

126. Nothing contained in this Bylaw shall be construed as prohibiting any Owner or Occupier of real property from disposing of waste in any manner permitted pursuant to the *Health Act.*

OFFENCE AND PENALTY

127. A person who violates any of the provisions of this bylaw shall upon summary conviction, be liable to pay a penalty of not more than $2,000.00.

128. A separate offence shall be deemed to occur on each day that the offence occurs or continues.

129. Every person who violates any provision of this Bylaw, or who suffers or permits any act or thing to be done in violation of any provision of this Bylaw, or who neglects to or refrains from doing anything required to be done by any provision of this Bylaw, is guilty of an offence against this Bylaw and is liable to the penalties imposed under this Bylaw.

130. Every person who commits an offence against this Bylaw shall be liable upon summary conviction to a fine or to imprisonment, or to both a fine and imprisonment, not exceeding the maximum allowed by the *Offence Act*, in force from time to time.

SEVERABILITY

131. If any portion of this Bylaw is held invalid by a Court of competent jurisdiction, then that invalid portion shall be severed and the remainder of this Bylaw shall be deemed to have been adopted without the severed portion.

Received first and second reading on the 19th day of February, 2019.
Received third reading on the 19th day of February, 2019.
Received adoption on the 5th day of March, 2019.

Amendment Bylaw No. 4826 adopted on the 4th of August, 2020.
Amendment Bylaw No. 5081 adopted on the 4th day of May, 2021.
Amendment Bylaw No. 5197 adopted on the 12th day of April, 2022.
Amendment Bylaw No. 5306 adopted on the 18th day of April, 2023.
Amendment Bylaw No. 5327 adopted on the 18th day of July, 2023.

"Ken Popove"
Mayor

"Jacqueline Morgan"
Corporate Officer

List of Schedules

Schedule "A"	City Waste Disposal Sites
Schedule "B"	Application for Exemption from Curbside Collection
Schedule "C"	Waiver Release and Indemnity
Schedule "D"	Application for Collection from Multi-Family Building
Schedule "E"	Disposal Fees at Bailey Sanitary Landfill, Compostable Waste Transfer Station and the Green Depot
Schedule "F"	Collection Fees
Schedule "G"	Areas with Wildlife Issues

SCHEDULE "A"

CITY WASTE DISPOSAL SITES

1. Bailey Sanitary Landfill and Compostable Waste Transfer Station – 5940 and 6150 Matheson Road

Accepts general Garbage, Compostable Waste, refuse and waste as set out in Schedule "E" of this Bylaw.

2. Green Depot

Accepts Yard Waste, clean construction or demolition wood waste, and other similar materials as set out in Schedule "E" of this Bylaw.

SCHEDULE "B"

APPLICATION FOR EXEMPTION FROM CURBSIDE COLLECTION

DATE _____

OWNER(S) NAME(S) (please print) _____

COMPANY NAME (if applicable) _____

CIVIC ADDRESS OF PROPERTY REQUESTING EXEMPTION _____
(Unit, Street)

OWNER(S) ADDRESS (if different): _____
(Unit, Street)

_____
(City, Postal Code)

DAYTIME TELEPHONE NUMBER: _____

HOME TELEPHONE NUMBER (if different): _____

EMAIL ADDRESS: _____

Exemptions will not be issued prior to the date the application is received by the City.

REASON FOR EXEMPTION (check one and attach documentation)

☐ Service cannot reasonably and practically be provided to the building, by reason of inadequate access or otherwise. Please attach an explanation indicating why the service cannot be provided. Photographic evidence must also be attached.

☐ The building/accessory dwelling unit is uninhabitable due to fire, natural disaster or demolition. Documentation must be attached.
Date of incident:_____.

I certify and declare that the above-indicated facts are true.

_____
Signature of Owner(s)

Return form with accompanying documentation to:
Director of Engineering, City of Chilliwack, 8550 Young Road, Chilliwack, BC, V2P 8A4, by fax to: 604.793.2756 or email to curbside@chilliwack.com

SCHEDULE "C"

WAIVER
RELEASE AND INDEMNITY

BETWEEN:

City of Chilliwack

(the "City")

AND:

The Owners, Strata Plan _____, on behalf of the Strata Lot Owners_____

(the "Strata Corporation")

WHEREAS:

1. The Strata Corporation wishes to obtain Garbage, Recyclables and Compostable Waste collection service from the City pursuant to City of Chilliwack Solid Waste Management Bylaw, in force from time to time. (the "Services").

2. The Services are not available to the Strata Corporation or to strata lots within the area included in the Strata Plan unless the Strata Corporation enters into an agreement with the City in the form of this Agreement.

NOW THEREFORE in consideration of the City making the Services available in respect of the strata lots and other lands within the Strata Plan (the receipt and sufficiency of which consideration are hereby acknowledged), the Strata Corporation covenants and agrees with the City as follows:

(1) The Strata Corporation releases the City, and any person engaged to provide the Services, from any claim or liability whatsoever for any damage to any common property or death or bodily injury caused directly or indirectly as a result of the use of that common property by the City or that person in connection with the provision of the Services.

(2) The Strata Council shall indemnify the City, and any person engaged to provide the Services, from and against any loss, damage or expense that is suffered or incurred by the City or that person in connection with any claim of any kind made against the City or that person arising out of any damage to common property or death or bodily injury resulting in whole or in part from the provision of the Services.

Executed by THE OWNERS, STRATA PLAN NO. _____ on behalf of the Strata Lot Owners, by its authorized signatory(ies)

this _____ day of _____ , _____.

_____

Name

_____

Name

SCHEDULE "D"

APPLICATION FOR COLLECTION FROM MULTI-FAMILY BUILDING

DATE: _____

NAME(S) OF OWNERS OR IN CASE OF STRATA, NAME OF STRATA CORPORATION AS APPLICANT ON BEHALF OF STRATA LOT OWNERS: _____

_____

_____

CIVIC ADDRESS OF PROPERTY: _____

_____

_____

TYPE OF COMPLEX:

- Non-Strata Multi-family dwelling? _____ Describe type (e.g., tri-plex, apartment building, mobile home) _____
- Strata Complex? _____
  If yes, describe type (e.g., townhouse, condominium building) _____
- If strata, is the road in front of the units common property? _____
- If not strata, is road access provided and maintained by the City? _____

NUMBER OF UNITS IN COMPLEX: _____

TELEPHONE NUMBER: _____

I certify that the above-indicated facts are true and I have the authority to make this application.

_____

SIGNATURE (on behalf of applicant)

For office use:

Site visit completed: _____

Approval granted: _____

By: _____

Date: _____

SCHEDULE "E"

DISPOSAL FEES AT BAILEY SANITARY LANDFILL, COMPOSTABLE WASTE TRANSFER STATION AND GREEN DEPOT

1. Disposal Fees at Bailey Sanitary Landfill and Compostable Waste Transfer Station

Type of Material	Fee	Unit
Garbage, Compostable Waste or Scrap Metal (minimum charge)	$ 5.00	per load
Garbage, Compostable Waste or Scrap Metal (up to 5 tonnes per load)	$ 110.00	per metric tonne
Garbage, Compostable Waste or Scrap Metal (weighing more than 5 tonnes per load)	$ 105.00	per metric tonne
Garbage, Compostable Waste or Scrap Metal (rate adjustment for account holders that deliver at least 400 metric tonnes in a calendar month)	$ 100.00	per metric tonne
Clean Soil, Rocks, Sod and Small Concrete (less than 30 cm in any dimension) (analytical results may be required for soil)	$ 34.00	per metric tonne
Gypsum not including Asbestos Waste (without prohibited contamination)	$ 169.00	per metric tonne
Asbestos Waste originating from within the City of Chilliwack (minimum charge)	$ 20.00	per load
Asbestos Waste originating from within the City of Chilliwack	$ 194.00	per metric tonne
Asbestos Waste originating from outside the City of Chilliwack (minimum charge)	$ 25.00	per load
Asbestos Waste originating from outside	$ 227.00	per metric tonne

SCHEDULE "E" (continued)

DISPOSAL FEES AT BAILEY SANITARY LANDFILL, COMPOSTABLE WASTE TRANSFER STATION AND GREEN DEPOT

Permitted Special Waste Surcharge Not Including Asbestos Waste (Waste Mgt. Branch, Min. of Environment)	$ 300.00	per manifest/load
Soil Containing Invasive Plants approved for deep burial	$ 250.00	per metric tonne
Mixed Loads with greater than 5% Gypsum by Weight or Volume	$ 169.00	per metric tonne
Surcharge for Garbage Loads Containing Greater than 5% Recyclable Materials or Compostable Waste by Weight or Volume	50% of the applicable disposal fee	per load
Surcharge for Compostable Waste Loads Containing more than 5% Garbage or other non-Compostable Waste by Weight or Volume	$ 300.00	per load
Surcharge for Failing to Place Materials in Designated Areas for Disposal or Recycling	$ 30.00	per item
Surcharge for Disposing of Asbestos Waste, Suspect Asbestos Waste, or Other Hazardous Waste as Garbage or Drywall, Including Falsifying or Failing to Provide Documentation in Accordance with the Asbestos Waste Disposal Procedures	$ 500.00	per load plus cost of clean-up by abatement company, if required
Special Handling Surcharge	$ 250.00	per metric tonne

*all fees above rounded up to the nearest $0.25 where applicable

SCHEDULE "E" (continued)

DISPOSAL FEES AT BAILEY SANITARY LANDFILL,
COMPOSTABLE WASTE TRANSFER STATION AND GREEN DEPOT

2. **Disposal Fees at Green Depot**

Type of Material	Fee	Unit
Clean Wood and Yard Waste (minimum charge)	$ 5.00	per load
Clean Wood and Yard Waste	$ 75.00	per metric tonne
Clean Soil and Sod (analytical results may be required for soil)	$ 40.00	per metric tonne
Materials or invasive plants requiring special handling (minimum charge)	$ 8.00	per load
Materials or invasive plants requiring special handling	$ 80.00	per metric tonne
Clean Wood and Yard Waste larger than 360 mm in diameter (minimum charge)	$ 10.00	per load
Clean Wood and Yard Waste larger than 360 mm in diameter	$120.00	per metric tonne
Surcharge for loads containing Garbage, Recyclables, Food Waste, or Food-Soiled Paper (Between 5% and 50% by Weight or Volume)	$100.00	per load
Surcharge for loads containing Garbage, Recyclables, Food Waste, or Food-Soiled Paper (Between 5% and 50% by Weight or Volume) (2nd offence within 6 month period)	$300.00	per load

SCHEDULE "E" (continued)

DISPOSAL FEES AT BAILEY SANITARY LANDFILL, COMPOSTABLE WASTE TRANSFER STATION AND GREEN DEPOT

Surcharge for loads containing Garbage, Recyclables, Food Waste or Food-Soiled Paper (Greater than 50% by Weight or Volume)	$300.00	per load

*all fees above rounded up to the nearest $0.25 where applicable

SCHEDULE "F"

COLLECTION FEES

1. There shall be imposed upon the Owner of each Single Family Dwelling, upon the Owner of each Dwelling Unit within a Duplex, upon the Owner of a Multi-family Dwelling that has been approved for the Collection Service, or if the Multi-family Dwelling is stratified, upon the Owner of each strata lot within the Multi-family Dwelling a fee as follows:

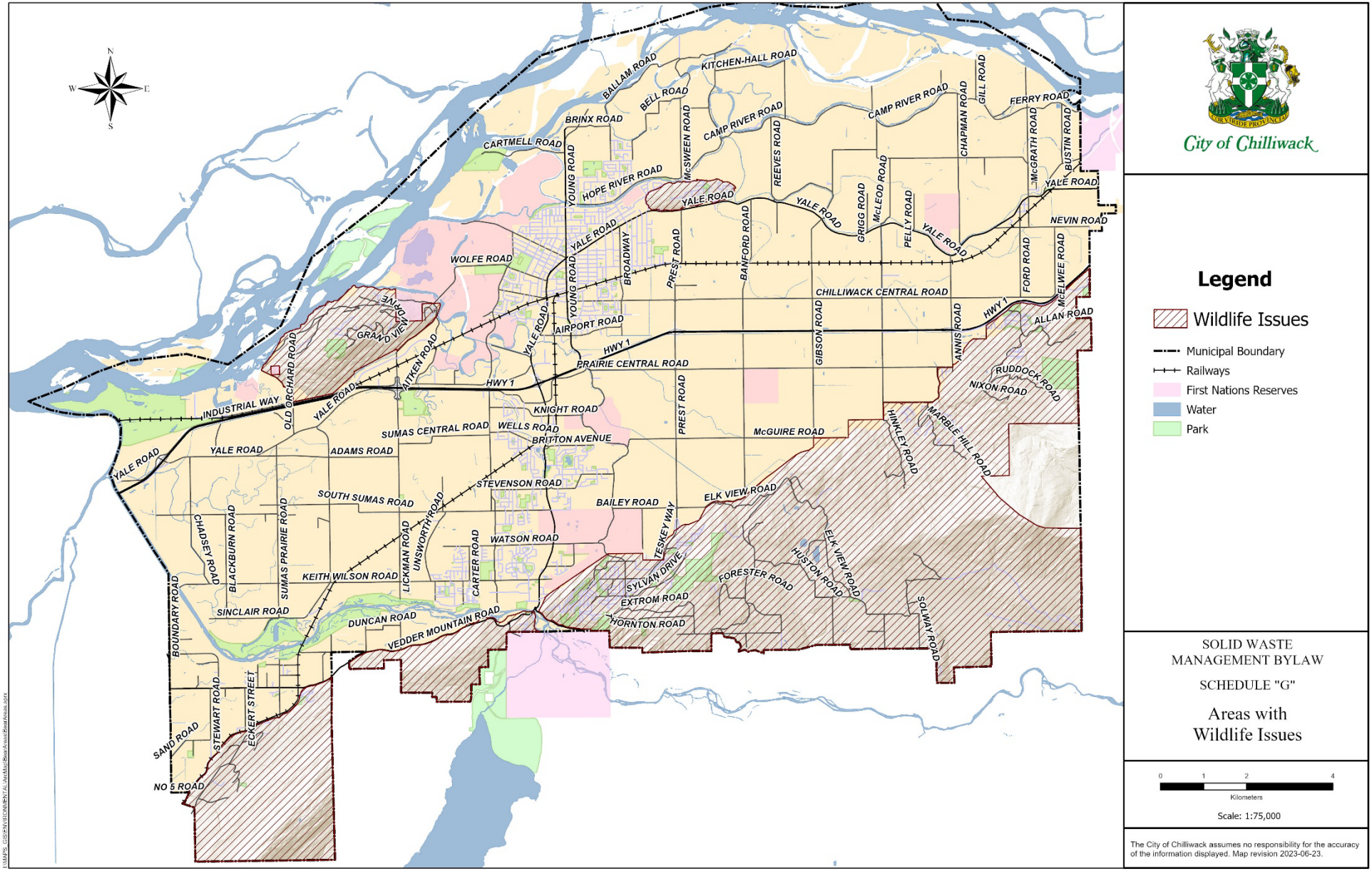
(1) for Collection Service of two Containers of Garbage Bi-weekly, one 80 litre Green Cart collected weekly, unlimited Mixed Recyclables collected weekly and unlimited Glass Packaging collected Bi-weekly	$22.95 per month
(2) for Collection Service of two Containers of Garbage Bi-weekly, one 120 litre Green Cart collected weekly, unlimited Mixed Recyclables collected weekly and unlimited Glass Packaging collected Bi-weekly	$23.65 per month
(3) for Collection Service of two Containers of Garbage Bi-weekly, one 240 litre Green Cart collected weekly, unlimited Mixed Recyclables collected weekly and unlimited Glass Packaging collected Bi-weekly	$24.35 per month
(4) for Collection Service of two Containers of Garbage Bi-weekly, one 360 litre Green Cart collected weekly, unlimited Mixed Recyclables collected weekly and unlimited Glass Packaging collected Bi-weekly	$25.05 per month
(5) for Each Yard Waste Tag-a-bag (max weight of 15 kgs)	$ 1.85 each
(6) for Each Garbage Tag-a-bag (max weight of 25 kgs)	$ 2.10 each

SCHEDULE "F"

COLLECTION FEES (continued)

(7)	for weekly collection of additional Green Carts:	
	80 litre Green Cart	$ 6.55 per month
	120 litre Green Cart	$ 7.15 per month
	240 litre Green Cart	$ 7.80 per month
	360 litre Green Cart	$ 8.45 per month
(8)	for Green Cart Exchange Fee	$ 25.00 each
(9)	for Green Cart repair	Actual Cost
(10)	for Green Cart replacement:	
	80 litre Green Cart	$ 89.65 each
	120 litre Green Cart	$ 90.50 each
	240 litre Green Cart	$101.35 each
	360 litre Green Cart	$109.55 each
(11)	for Blue Bin purchase	$ 24.00 each
(12)	for Grey Bin purchase	$ 4.00 each
(13)	for Blue Bin Lid purchase	$ 12.00 each

“Solid Waste Management Bylaw 2019, No. 4660” – Schedule “G”



Consolidated to: July 18, 2023