

**TOWN OF COMOX**

**BYLAW NO. 2027**

**A BYLAW TO PROVIDE FOR THE CONTROL, COLLECTION AND DISPOSAL OF  
GARBAGE, RECYCLABLES AND ORGANIC MATERIALS**

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WHEREAS the *Community Charter* empowers the Town, by bylaw, to establish a system to collect, remove and dispose of garbage, recycling and other discarded matter;

AND WHEREAS the Town is transitioning to a new collection system that offers several benefits, including increased diversion of organics and recycling waste, reduced volume of garbage waste and a regional cost-saving effect, all of which will contribute to extending the lifespan of landfill cells, reducing long-term costs and reducing greenhouse gas emissions;

NOW THEREFORE, the Council of the Town of Comox, in open meeting assembled, enacts as follows:

**PART 1 -- TITLE AND DEFINITIONS**

**1. Title**

This Bylaw will be cited for all purposes as "Solid Waste Management Bylaw No. 2027".

**2. Definitions**

In this Bylaw:

**"Approved Disposal Site"** means a site owned and operated by Comox Strathcona Waste Management, or licensed or otherwise approved by Comox Strathcona Waste Management and/or 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 Town, where the Town or the Contractor identifies a location on an eligible Serviced Property where the Town 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 section 12 of this Bylaw.

**"Automated Collection Service"** means the collection of Garbabe, Recyclables and Organics 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.

**"Automated Service Property"** means a Serviceable Property determined by the Director, in their sole discretion, to receive the Automated Collection Service.

**“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 Automated Collection Service provided to each Property or Dwelling Unit, as set out under Schedule B of the Fees and Charges Bylaw No. 2016.

**“Bicycle Lane”** means a lane intended for the exclusive use of bicycles and sometimes skateboards, in-line skates, scooters, and/or other active modes of transportation, within a roadway used by motorized vehicles.

**“Bin”** means a vessel of various cubic yard sizes which is loaded directly into the collection vehicle by driving straight into the vessel with front-loading forks or by a rear-load automated lifting mechanism.

**“Bin Fee”** means the fee payable for the collection of each Bin under the Container Collection Service, as set out under Schedule B of the Fees and Charges Bylaw No. 2016.

**“Bi-Weekly”** means every other week.

**“Bylaw Enforcement Officer”** means

- (a) the person appointed by the Town of Comox to enforce bylaws; and
- (b) the Chief Administrative Officer, Corporate Officer, Director of Operations or Engineering Manager.

**“Cart Exchange Fee”** means the fee payable for the exchange of a Collection Cart, as set out under Schedule B of the Fees and Charges Bylaw No. 2016.

**“Cart Replacement Fee”** means the fee payable for the replacement of a Collection Cart, as set out under Schedule B of the Fees and Charges Bylaw No. 2016.

**“Collection Cart”** means a Garbage Cart, Recycling Cart or Organics Cart, supplied by the Town through the Automated Collection Service to an Automated Service Property.

**“Collection Container”** means a container for the collection of Waste provided by or approved for collection by a through the Container Collection Service or a Private Collection Service.

**“Collection Day”** means the day or days scheduled for the Curbside Collection of Garbage, Recyclables and Organics from a Serviced Property as determined by the Town 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 the Automated Collection Service is provided to Automated Service Properties within the Town.

**“Commencement Date”** means January 1, 2024.

**“Community Charter”** means the *Community Charter*, S.B.C. 2003, c. 26 as may be amended or replaced from time to time.

**“Composting Facility”** means the Comox Strathcona Waste Management Regional Organics Composting Facility.

**“Container”** means a Bin or a Compactor with at least a two (2) cubic yard capacity, supplied by the Contractor through the Container Collection Service to a Container Service Property.

**“Container Collection Service”** means the collection of Garbage and Recyclables using specialized collection vehicles for the emptying and/or swapping of Containers without the need for manual labour.

**“Container Service Property”** means a Serviceable Property for which the Owner or Occupier has voluntarily chosen to receive the Container Collection Service.

**“Compactor”** means a vessel of various cubic yard sizes with a mechanism to crush and compact waste into a smaller area.

**“Compactor Fee”** means the fee payable for the collection and disposal of Compactors under the Container Collection Service, as set out under Schedule B of the Fees and Charges Bylaw No. 2016.

**“Contamination”** means:

- (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; and
- (d) Prohibited Waste in the Garbage Cart, Recycling Cart, or Organics Cart.

**“Contractor”** means a company, or any other entity, with whom the Town has entered into an agreement for the provision of any part of the Municipal Collection Service.

**“Council”** means the elected Municipal Council for the Town of Comox.

**“Curbside Collection”** means the Automated Collection Service for Garbage, Recyclables and Organics from a Collection Point, individually or collectively, as determined by the Collection Schedule.

**“Depot Recyclables”** means those products listed in Schedules 1-5 of the *Recycling Regulation*.

**“Director”** means the Town’s Engineering Manager or their designate, where such designate can include a Contractor.

**“Dwelling Unit”** means one or more habitable rooms on a Property, to be used as place of residence and includes:

- (a) a single family detached dwelling;
- (b) a secondary suite in a single family detached dwelling;
- (c) a second dwelling located on a single family Property
- (d) each unit of a duplex, triplex or fourplex;
- (e) a multi-residential detached or row house dwelling;
- (f) a manufactured home dwelling;

**“Excluded Property”** means a Property excluded from the Municipal Collection Service and includes:

- (a) for the Automated Collection Service, Unserviceable Properties; and
- (b) for the Container Collection Service, Unserviceable Properties and Serviceable Properties where the Owner, Occupier or Strata Corporation has refused the Container Collection Service.

**“Garbage”** means all waste and discarded materials produced but excludes Prohibited Waste, Organic Waste, and Recyclables.

**“Garbage Cart”** means the Collection Cart that has been supplied through the Automated Collection Service to Serviced Properties for the collection of Garbage.

**“Hazardous Waste”** has the same meaning as prescribed under the *Hazardous Waste Regulation*.

**“Hazardous Waste Regulation”** means the *Hazardous Waste Regulation*, BC Reg 63/88 enacted under the *Environmental Management Act*, as amended and replaced from time to time.

**“Municipal Collection Service”** means the service administered by the Town for the collection of Garbage, Recyclables and Organics as set out under this Bylaw and includes an Automated Collection Service and a Container Collection Service.

**“Occupancy Permit”** means the permission or authorization in writing issued by the Town to occupy a building for its intended purpose in accordance with the Comox Building Bylaw 1472.

**“Occupier”** means a person occupying a Dwelling Unit or Property.

**“Organics Cart”** means the Collection Cart that has been supplied through the Automated Collection Service to Automated Service Properties for the collection of Organics.

**“Organics”** 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 Composting Facility.

**“Owner”** has the same meaning as defined under the *Community Charter*.

**“Parking Lane”** means a zone within a roadway designed only for the parking of vehicles in a parallel fashion in accordance with the Street and Traffic Bylaw, 2001 or the Motor Vehicle Act, R.S.B.C. 1996, c. 318.

**“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, Recyclables or Organics from an Excluded Property that is arranged and managed by the Owner, Occupier or Strata Corporation of the Excluded Property and which is not administered by the Town.

**“Property”** means real property within the jurisdiction of the Town.

**“Prohibited Waste”** means all prohibited waste included under Schedule “C” in of the *Comox Strathcona Waste Management Service Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 720, 2022*.

**“Receptacle”** means a collection cart other than an Automated Collection Cart for the curbside collection of Garbage and Recyclables under the Container Collection Service.

**“Receptacle Fee”** means the fee payable for the collection and disposal of Receptacles under the Container Collection Service, as set out under Schedule B of the Fees and Charges Bylaw No. 2016.

**“Recyclables”** means materials acceptable for recycling as determined by the Contractor, or by Recycle BC as set out in the *Recycling Regulation*, but does not include Depot Recyclables.

**“Recycle BC”** means the not-for-profit agency named Recycle BC with which the Town has entered into a Master Services Agreement related to Recyclables.

**“Recycling Cart”** means the Collection Cart that has been supplied through the Automated Collection Service to Automated Service Properties for the collection of Recyclables.

**“Recycling Regulation”** means *Recycling Regulation*, BC Reg. 449/2004 enacted under the *Environmental Management Act*, as amended or replaced.

**“Serviceable Property”** means a Property that is not otherwise an Unserviceable Property.

**“Serviced Property”** includes both Automated Service Properties and Container Service Properties.

**“Special Waste”** means Hazardous Waste, pathological waste, explosives, radioactive material, paint and paint products, all waste resulting from a commercial, industrial or manufacturing operation.

**“Strata Corporation”** has the same meaning as in the *Strata Property Act*.

**“Town”** means the Town of Comox.

**“Unserviceable Property”** means a Property that is not able to be serviced with the Municipal Collection Service in accordance with this Bylaw.

**“Waste”** means Garbage, Recyclables, Organics and/or Special Waste.

**“Wildlife Resistant”** means resistant to access by bears and other wildlife.

**“Yard Waste”** means grass clippings and vegetation removed from trees, shrubs and gardens with branches no bigger than 75 mm (3 inches) in diameter.

## **PART 2 -- GENERAL**

### **3. Role of the Director**

- (1) The Director is authorized to administer and enforce this Bylaw including the supervision, control and direction of the collection, removal, and disposal of Waste generated by Properties including, without limitation, Garbage, Recyclables and Organics.
- (2) The Town 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.

### **4. Duties of Owners and Occupiers**

- (1) Every Owner or Occupier of Property that generates Waste will comply with the

provisions of this Bylaw.

- (2) Every Owner or Occupier of Serviced Property must participate in the Municipal Collection Service and must ensure that all Garbage, Recyclables and Organics generated on the Serviced Property are collected and disposed of in accordance with this Bylaw.
- (3) 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.
- (4) Each Owner or Occupier of Serviced Property will, with respect to any Collection Cart or Collection Container located on their Property:
  - (a) maintain the Collection Cart or Collection Container in a clean and sanitary condition;
  - (b) ensure the Collection Cart or Collection Container does not become noxious, offensive, or dangerous to public health;
  - (c) ensure that the Collection Cart or Collection Container does not overflow by adhering to its capacity limits as set out under this Bylaw;
  - (d) clean up any spillage from the Collection Cart or Collection Container before or after any collection;
  - (e) prevent liquid from entering or accumulating inside the Collection Cart or Collection Container; and
  - (f) store Garbage, Recyclables and Organics in the Collection Cart or Collection Container in a manner that is Wildlife Resistant and which otherwise avoids attracting wildlife.
- (5) Every Owner or Occupier of a Serviced Property will ensure that:
  - (a) Garbage, Recyclables and Organics are placed in the appropriate Collection Cart or Collection Container without Contamination;
  - (b) Banned Recyclables, Prohibited Waste and/or Special Waste is not stored in the Collection Cart or Collection Container, and all Banned Recyclables, Prohibited Waste, and/or Special 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 and Collection Containers 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.



## **5. Management of Waste**

- (1) No person will accumulate, spill, drop, dump, dispose of any Waste, or any other material on any street, sidewalk, boulevard, park or other lands owned by the Town.
- (2) No person, except the Owner or Occupier of the Property to which the Collection Carts or Collection Containers were supplied by the Town, will remove any Garbage, Recyclables or Organics from the Collection Carts or Collection Containers prior to collection by the Town.

## **6. Waste Audits and Rights of Entry**

- (1) The Town, including the Contractor, has 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 Organics are being stored in the appropriately designated Collection Cart or Collection Container in accordance with this Bylaw; and
  - (c) whether Banned Recyclables, Special Waste and/or Prohibited Waste are being stored in the Collection Carts or Collection Containers.
- (2) A person must not obstruct or interfere with the Contractor, Bylaw Enforcement Officer or other representative of the Town from or while carrying out their functions pursuant to this Bylaw, including on any inspection by the Town.

## **PART 3 -- AUTOMATED COLLECTION SERVICE**

### **7. Mandatory Automated Collection Service**

- (1) As of the Commencement Date, the Town will provide for the collection, removal, and disposal of Garbage, Recyclables and Organics by way of an Automated Collection Service or manual labour, or a combination of both, for all Automated Service 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.
- (2) The frequency and schedule of the provision of the Automated 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 Town or the Contractor to provide the Automated Collection Service to any Automated Service Property in accordance with the schedule in this Bylaw does not constitute a breach of this Bylaw.

- (3) On Collection Days, the Owner or Occupier of an Automated Service Property will:
- (a) position Collection Carts with the lids in the closed position, no earlier than 5:00 a.m. and prior to 8:00 a.m. on each Collection Day, in such a way that they are placed:
    - (i) on the unpaved shoulder of the roadway or lane adjacent to the Property line for the Automated Service Property,
    - (ii) in front of the curb or curb and sidewalk on the roadway adjacent to the Property line for the Automated Service Property,
    - (iii) in the driveway directly behind the curb adjacent to the Property line for the Automated Service Property when parked cars prevent roadway placement,
    - (iv) behind the curb or curb and sidewalk adjacent to the Property line for the Automated Service 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 Automated Service Property.
  - (b) for certainty, position Collection Carts in such a way that:
    - (i) the front of the Collection Cart faces the roadway or lane adjacent to the Property line, with the arrows on the Collection Cart pointing to towards the roadway or lane;
    - (ii) the Collection Cart is as close as possible to the travelled portion of the roadway or lane adjacent to the Property line;
    - (iii) a collection vehicle with a reach of three and a half (3.5) metres would have direct access to and reach the Collection Cart;
    - (iv) the Collection Cart does not obstruct the travelled portion of a roadway, lane, sidewalk, footpath or bike lane;
    - (v) there is at least one (1) metre of clearance on each side of the Collection Cart, at least three (3) metres of clearance above the Collection Cart and at least one (1) metre of clearance from parked vehicles; and
    - (vi) the Collection Cart can be handled from street level and is easily accessible from any roadway or lane adjacent to the Property line.

- (c) with the exception of an Organics Cart equipped with a gravity lock, which should be in the locked position at all times, ensure all latching devices, if any, are unlatched by 8:00 a.m. on each designated Collection Day;
  - (d) remove all Collection Carts from the Collection Point no later than 10:00 p.m. on each Collection Day;
  - (e) 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 bylaws and regulations are followed with respect to the parking of vehicles in cul-de-sacs.
  - (f) comply with any other direction given to the Owner or Occupier by the Director or the Contractor in respect of the timing, placement, or location of the Collection Carts.
- (4) No Owner, Occupier or Strata Corporation of an Automated Service Property may opt out of the Automated Collection Service.

**8. Collection Carts**

- (1) The Town will provide the Collection Carts to every Owner or Occupier of an Automated Service Property in accordance with the below table, unless otherwise agreed to in writing between the Owner or Occupier of an Automated Service Property and the Director:

<b>Type of Serviced Property</b>	<b>Capacity Limit for Garbage Cart</b>	<b>Capacity Limit for Recycling Cart</b>	<b>Capacity Limit for Organics Cart</b>
Single Family Dwellings	120 L	360 L	360 L
Secondary Dwelling Units on Single Family Property	120 L	240 L	120 L
Duplexes	120 L	360 L	240 L
Triplexes, Fourplexes, Townhouses and Mobile Homes in a Mobile Home Park	120 L	240 L	120 L

- (2) All Collection Carts supplied by the Town or the Contractor in connection with the Automated Collection Service will remain the property of the Town or the Contractor.
- (3) All Collection Carts will remain on the Automated Service Property to which they were issued unless removed in accordance with this Bylaw.

- (4) The Town will have the right to inspect, alter, remove, replace or exchange the Collection Carts at any time and for any reason and an Owner or Occupier of an Automated Service Property must provide the Town with reasonable access to the Collection Carts for this purpose upon request by the Town.
- (5) The Town will not collect any Garbage, Recyclables or Organics which exceeds the capacity of the Collection Carts as set out in the above table.
- (6) An Owner or Occupier of an Automated Service Property having Garbage, Recyclables or Organics for disposal in any single Collection Period which exceeds the capacity of the Collection Carts as set out under this Bylaw must arrange for disposal of such excess Garbage, Recyclables or Organics at an Approved Disposal Site at the Owner or Occupier's sole cost.
- (7) The Collection Carts will not be used for any purpose other than their intended use, which is the disposal of Garbage, Recyclables and Organics in accordance with this Bylaw.
- (8) The Owner or Occupier of an Automated Service Property will notify the Town if a Collection Cart is damaged, lost or stolen and the Town may repair or replace the Collection Cart at the Town's sole discretion and subject to the Owner or Occupier paying a Cart Exchange Fee.
- (9) 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 Town may repair or replace the Collection Cart and the Owner or Occupier, in addition to paying a Cart Exchange Fee, will reimburse the Town for all costs of such repair or replacement of the Collection Cart within 30 days of receipt of an invoice from the Town for such costs.

## **9. Exchanges**

- (1) On or after July 1, 2024 an Owner of an Automated Service Property may request an exchange of one or more Collection Carts to a different size using the prescribed form of application.
- (2) An Owner of an Automated Service Property that has exchanged one or more Collection Carts shall not again request an exchange until after one full year.
- (3) A request for an exchange in a Collection Cart must be of the same type as the one that the requested exchange is for.
- (4) A Collection Cart that is exchanged must be in the same condition, other than reasonable wear and tear, as when it was supplied to the Automated Service Property.

## **10. Additional Recycling and Organics Carts**

- (1) On or after July 1, 2024, the Owner of an Automated Service Property may request one or more additional Recycling and Organics Carts using the prescribed form of application.
- (2) The Owner of an Automated Service Property that has requested an additional Collection Cart shall not again request an additional Collection Cart until after one full year.

## **11. Medical Condition Requiring Additional Garbage Cart**

- (1) The Owner of an Automated Service property may request an exchange in a Garbage Cart or an additional Garbage Cart using the prescribed form of application if an Owner or Occupier of the Automated Service Property has a medical condition that results in a volume or weight of Garbage that exceeds the volume or permitted gross tare weight of the Garbage Cart supplied to the Automated Service Property.
- (2) The Director may require that the Owner or Occupier provide confirmation from a physician that the Occupier has a medical condition that results in a volume or weight of Garbage that exceeds the volume or permitted gross tare weight of the Garbage Cart supplied to the Automated Service Property.

## **12. Assisted Set-Out Service**

- (1) Where the Owner or Occupier is Physically Challenged and unable to reasonably comply with section 7(3) [placement of Collection Carts on Collection Day] of this Bylaw, and does not have an able-bodied person assisting them with their household activities, the Physically Challenged Owner or Occupier may apply to the Director for the provision of an Assisted Set-Out Service, using the prescribed form of application.
- (2) On receipt of an application by a Physically Challenged Owner or 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.
- (3) 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.
- (4) The Director, in their sole discretion, may refuse an Owner or 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 Town;
  - (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 Town 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.
- (5) 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 Town will provide the Assisted Set-Out Service to an Owner or Occupier.
- (6) 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.
- (7) Upon approval of the Assisted Set-Out Service for an Owner or Occupier, the Owner or Occupier will enter into a signed agreement with the Town, confirming responsibilities and providing a release or waiver of claims against the Town for any negligence by the Town or the Contractor.
- (8) The Town 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 Town and the Contractor for any property or other damage as a result of the Town or the Contractor providing the Assisted Set-Out Service, whether or not such damage was caused by the negligence of the Town or the Contractor.

### **13. Properties Excluded from Automated Collection Service**

- (1) The Automated 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 contain 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.
- (2) Despite subsection (1), the Director may, on receipt of the prescribed form of application from an Owner or Strata Corporation of a Property, and on any terms or conditions required by the Director, in their sole discretion, agree to provide the Automated Collection Service to any Property.

#### **PART 4 -- CONTAINER COLLECTION SERVICE**

##### **14. Voluntary Container Collection Service**

- (1) As of the Commencement Date, the Town will provide for the collection, removal, and disposal of Garbage and Recyclables by way of a Container Collection Service for all Serviceable Container Service Properties that apply to the Director using the prescribed form of application.
- (2) The frequency of and schedule for the provision of the Container Collection Service described under this Part of the Bylaw shall be determined by the Contractor and is subject to change from time to time, as determined by the Director or Contractor, in their sole discretion, or as otherwise necessary to respond to environmental, emergency, or other unforeseeable circumstances. For greater certainty, any failure by the Town or the Contractor to provide the Container Collection Service to any Container Service Property in accordance with the schedule determined by the Contractor does not constitute a breach of this Bylaw.
- (3) All Container Service Properties must obtain the Container from the Contractor. The number and size of Containers shall be determined by the Contractor.
- (4) All Containers must be accessible for collection at a location to be determined by the Contractor, and all Garbage and Recyclables must be placed in the applicable Container by 8:00 a.m. on each applicable collection day.
- (5) Every Owner or Occupier of a Container Service Property must provide a suitable level base on which the Container must be located. This base must comprise a 2.44 metre (8 feet) by 2.44 metre (8 feet) area, with a concrete or asphalt surface, or another surface sufficient to support the Container safely and effectively when full.

##### **15. Initiation of Container Collection Service**

- (1) The Owner, Occupier or Strata Corporation of Serviceable Property may apply to initiate a Container Collection Service by submitting the prescribed form of application

to the Director at least three full months prior to the requested initiation of the Container Collection Service.

- (2) Despite subsection (1), the Owner, Occupier or Strata Corporation of an Automated Service Property may not apply to initiate a Container Collection Service.
- (3) The Owner, Occupier or Strata Corporation of a Serviceable Property that has initiated or discontinued a Container Collection Service shall not again request an initiation in Container Collection Service until after one full year.

## **16. Discontinuance of Container Collection Service**

- (1) The Owner, Occupier or Strata Corporation of a Container Service Property may request to withdraw from the Container Collection Service by submitting the prescribed form of withdrawal at least three full months prior to the requested withdrawal from the Container Collection Service.
- (2) The withdrawal notice provided under subsection (1) must include the following information:
  - (a) the date that a Private Collection Service is intended to begin collecting and disposing of Garbage, Recyclables and Organics that originate from the Property;
  - (b) the name of the Private Collection Service provider; and
  - (c) any other information required by the Director to conclude the Container Collection Service to the Property.
- (3) The Container Collection Service terminates on the date determined by the Director.
- (4) The Owner, Occupier or Strata Corporation of a Serviceable Property that has initiated or discontinued a Container Collection Service shall not again request the discontinuation in Container Collection Service until after one full year.

## **PART 5 -- PRIVATE COLLECTION SERVICE**

### **17. Unserviceable and Excluded Properties**

- (1) 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) roadway configuration;
  - (b) grade of the Property or any public roadway, lane, or access route to the Property;
  - (c) physical condition of the public roadway, 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 Town, including the availability of Town resources;
  - (g) the presence of an unsafe person, animal, natural or other hazard at the Property;
  - (h) an Owner or Occupier 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.
- (2) Where a Property is an Excluded Property, the Owner, Occupier or Strata Corporation of that Property will not be required to pay any fees or charges for the Municipal Collection Service as long as the Property remains an Excluded Property.
- (3) Where a Property is an Excluded Property, the Owner, Occupier or Strata Corporation of that Property will ensure that all Waste generated at the Property, including Garbage, Recyclables and Organics, is disposed of at an Approved Disposal Site by a Private Collection Service, at the Owner, Occupier or Strata Corporation's sole expense.
- (4) The Owner, Occupier or Strata Corporation of residential Excluded Property under this Bylaw must ensure that collection of Garbage, Recyclables and Organics by a Private Collection Service is done at intervals consistent with the schedule for collection for the Automated Collection Service to avoid the accumulation of Waste on the Property.
- (5) Despite subsection (4), the Owner, Occupier or Strata Corporation of a Property using Containers for the collection of Waste does not need to ensure that the Waste is collected at intervals consistent with the Automated Collection Service schedule.
- (6) Where a Property is an Excluded Property, the Owner, Occupier or Strata Corporation of that Property will not cause or permit any Garbage, Recyclables or Organics to accumulate at the Property and will ensure the proper storage of any Garbage, Recyclables or Organics, by using a Collection Container or another container used for the storage of 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 and after collection;

- (e) liquid does not enter or accumulate inside it; and
  - (f) it stores Waste in a manner that is Wildlife Resistant and otherwise avoids attracting wildlife.
- (7) At any time the Town may discontinue or suspend the Municipal Collection Service to any Automated or Container Service Property where the Director determines, in accordance with this Bylaw, that the Automated or Container Service Property is an Unserviceable Property, and where the Town provides notice to the Owner, Occupier or Strata Corporation that the Property is an Unserviceable Property.
- (8) Upon receiving notice from the Town that a Property has been deemed an Unserviceable Property in accordance with this Bylaw, the Owner, Occupier or Strata Corporation 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, Recyclables and Organics within one (1) month of the Owner or Occupier receiving notice from the Town that the Property is an Unserviceable Property.

## **PART 6 -- FEES AND CHARGES**

### **18. General Fees and Charges**

- (1) The fees and charges payable under this Bylaw are set out under Schedule B of the Fees and Charges Bylaw No. 2016.
- (2) The fees and charges payable under this Bylaw will be levied by the Town or the Contractor for each Property or Dwelling Unit as identified in this Bylaw.
- (3) The fees and charges payable under this Bylaw will be invoiced annually or monthly and may be combined with other utilities provided by and invoiced by the Town.
- (4) Despite subsection (3), Cart Exchange Application Fees and Additional Cart Application Fees are payable at the time of application.
- (5) No complaint of an error in any charges for fees and 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 Town 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.
- (6) Credit balances, other than those described in subsection (5) or at the discretion of the Director, will not be paid back but held in the property tax account to apply against subsequent charges.
- (7) 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 Town's bylaws.

In levying the charges, the Town is in no way determining that a Property is in compliance with other Town bylaws and the Town reserves all of its rights to enforce its bylaws at any time.

## **19. Fees and Charges for Partial Years**

- (1) Where the Automated Collection Service is provided to any Property or 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 payable under this Bylaw will be prorated by the number of days remaining in the calendar year in which the Automated Collection Service starts.
  - (b) For an existing Property or Dwelling Unit, the charges for that year will apply from the date the Automated Collection Service begins and will be prorated by the number of days remaining in the calendar year in which the Automated Collection Service starts.
  - (c) For an existing Property or Dwelling Unit that has applied for a change in the Automated Collection Service through the exchange or addition of Collection Carts, the change in charges for the remainder of the calendar year will be either invoiced separately or, for credit balances, held in the property tax account to apply against subsequent charges.
- (2) Where the Container Collection Service is provided to any Property after the first day of any month, the charges for the first month's service will be prorated by the number of days remaining in the month in which the Container Collection Service starts.

## **20. Automated Collection Service Fees**

- (1) A Basic Annual Fee for each Collection Cart provided to an Automated Service Property is payable by the Owner or Occupier of the Automated Service Property and will form a charge on the Property.
- (2) Despite subsection (1), the total Basic Annual Fee for Garbage Carts issued under section 11 [Medical Condition Requiring Additional Garbage Cart] is equivalent to the 120L Cart Fee.
- (3) The Basic Annual Fee is payable whether:
  - (a) the Automated Service Property is occupied;
  - (b) any Owner or Occupier of the Automated Service Property makes use of the Automated Collection Service; and

- (c) the Automated Collection Service is interrupted, temporarily ceased, changed in any manner by the Town or the Contractor, or is not provided by the Town due to an Owner or Occupier's non-compliance with this Bylaw.
- (4) A Cart Exchange Application Fee for each Collection Cart that is exchanged or replaced is payable by the Owner or Occupier of an Automated Service Property.
- (5) An Additional Cart Application Fee for each additional Collection Cart that is supplied to an Automated Service Property is payable by the Owner or Occupier of an Automated Service Property.
- (6) An annual Assisted Set-Out Service Fee for the provision of an Assisted Set-Out Service is payable by the Owner or Occupier of an Automated Service Property and will form a charge on the Property.
- (7) An annual Assisted Set-Out Service Fee Subsidy is payable by each Automated Service Property and will form a charge in the Property.
- (8) Other than Cart Exchange and Additional Cart Application Fees, Automated Collection Service fees will be invoiced annually and may be combined with other utilities provided by and invoiced by the Town.
- (9) Other than fees for partial years noted in section 19(1), the annual Automated Collection Service fees are payable annually and are included within the statement and billing of property taxes, with the same due date and penalty provisions as property taxes.
- (10) Annual Automated Collection Service fees imposed by this Bylaw which are unpaid by December 31 of the year are deemed taxes in arrears on the land or property on which the charge is imposed and may be recovered as provided for in the Community Charter.

## **21. Container Collection Service Fees**

- (1) A Bin Fee per cubic yard for the collection and disposal of Waste from each Bin is payable by the Owner or Occupier of a Container Service Property.
- (2) A Compactor Fee per pickup for the collection and disposal of Waste from each Compactor is payable by the Owner or Occupier of a Container Service Property.
- (3) A Receptacle Fee per pickup for the collection and disposal of Waste from each Receptacle is payable by the Owner or Occupier of a Container Service Property.
- (4) Container Collection Service fees will be invoiced monthly by the Contractor.

## **PART 7 -- GENERAL OFFENCES AND SEVERABILITY**

### **22. Offences**

- (1) When requested by a Bylaw Enforcement Officer, or any other person authorized by the Town, any person, including an Owner, who has apparently committed an offence under this Bylaw, will correctly state their name and address.
- (2) 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 Town, in the performance of their duties enforcing the provisions of this Bylaw.
- (3) 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 bylaw notice as permitted under the *Local Government Bylaw Notice Enforcement Act*, SBC 2003 c. 60.
- (4) 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.

### **23. Liability**

Any person who contravenes any provisions of this Bylaw is liable to the Town for, and must indemnify the Town from, all costs, expenses, damages, and injuries resulting from the contravention.

### **24. Remedies for Non-Compliance**

- (1) The Town 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 Town's temporary or permanent discontinuance of the Municipal Collection Service under this Bylaw does not in any way limit the Town'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.
- (2) Nothing in this Bylaw limits the Town from utilizing, enforcing or relying on any other remedy that is otherwise available to the Town under this Bylaw or at law generally.

### **25. Severability**

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.

**PART 8 -- REPEAL**

**26. Repeal Refuse Collection Bylaw**

Bylaw No. 1585 "Comox Refuse Collection Bylaw, 2007" is hereby repealed.

**PART 9 -- ADOPTION**

READ A FIRST time this 6<sup>th</sup> day of December, 2023

READ A SECOND time this 6<sup>th</sup> day of December, 2023

READ A THIRD time this 6<sup>th</sup> day of December, 2023

ADOPTED this 13<sup>th</sup> day of December, 2023

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CORPORATE OFFICER