



TOWN OF VIEW ROYAL

BYLAW NO. 745

A BYLAW TO REGULATE THE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE AND HOUSEHOLD FOOD WASTE

WHEREAS the Council of the Town of View Royal wishes to enact a bylaw to regulate the collection and disposal of garbage and household food waste;

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

1. TITLE

This Bylaw may be cited for all purposes as “Collection and Disposal of Residential Garbage and Household Food Waste Bylaw No. 745, 2009”.

2. DEFINITIONS

In this Bylaw:

- 2.1 Banned Items means all items that are currently strictly prohibited from landfill disposal at the Capital Regional District's Hartland Landfill.
- 2.2 Basic Service means the collection of waste from one garbage container and one household food waste container once per week per dwelling unit as described in Section 6 of this Bylaw.
- 2.3 Bylaw Notice means the notice that the Town's Representative uses to indicate to the owner or occupier of a dwelling unit non-compliance with the applicable regulations as laid out in this Bylaw.
- 2.4 Collection Area means those lands within the boundaries of the Town on which eligible dwelling units are located.
- 2.5 Collection Contractor means the firm chosen by the Town to carry out the Residential Garbage and Household Food Waste Collection Contract.
- 2.6 Collection Count means the number of dwelling units from which garbage and household food waste is currently being collected.
- 2.7 Collection Day means the designated day of the week for collection at the dwelling unit.
- 2.8 Collection Vehicle means a vehicle owned or leased by the Town's collection contractor that has semi-automated arms for dumping the containers and a split compartment for the two waste streams collected.

- 2.9 Council means the elected Mayor and Council of the Town.
- 2.10 Curbside Collection means the collection of the garbage and household food waste containers placed on the curb at the edge of the street in front of the dwelling unit as described in Section 7 of this Bylaw.
- 2.11 Dwelling Unit means a single family detached dwelling unit, or each dwelling unit of a duplex, triplex, four-plex or townhouse, that is eligible for the Town's garbage and household food waste collection service, but does not include a residential secondary suite, an apartment building containing more than four dwelling units, a condominium building, a hotel, motel, guest house, resort or marina, any other living units for transient occupancy, or any commercial property, seasonal campsite or any complex that has commercial garbage collection containers.
- 2.12 Extra Bag Decal means a sticker, purchased by the Town from the collection contractor, for resale to the owner or occupant of a dwelling unit who wishes to dispose of garbage in excess of the agreed basic service.
- 2.13 Force Majeure means acts of God, wars (declared or undeclared), revolution, riot, insurrection, strikes or lockouts (except labour disputes involving the collection contractor itself), provided that any such event is a major disabling event or circumstance in relation to the normal operations of the party concerned as a whole which is beyond the reasonable control of the party directly affected and results in a material delay, interruption or failure by such party in carrying out its duties, covenants or obligations under the collection contract, provided always that lack of money, financing or credit to resolve such contingencies will not be deemed an event of force majeure.
- 2.14 Garbage means discarded matter and includes refuse, waste, noxious, offensive and unwholesome materials as permitted by the Capital Regional District and does not include banned items.
- 2.15 Garbage Container means the rigid wheeled 80 litre receptacle purchased by the collection contractor and supplied to each dwelling unit, the specifications of which are described in Section 6 of this Bylaw, which is used to hold and contain garbage.
- 2.16 Household Food Waste means, for the purposes of this Bylaw, household food waste that is compostable and includes allowable food waste, paper products and houseplants as per the Capital Regional District's specifications.
- 2.17 Household Food Waste Container means the rigid wheeled 80 litre receptacle purchased by the collection contractor and supplied to each dwelling unit, the specifications of which are described in Section 6 of this Bylaw, which is used to hold and contain the household food waste.
- 2.18 Infraction Tag means the tag, as supplied to the collection contractor by the Town, that the collection contractor uses to indicate to the owner or occupier of a dwelling unit non-compliance with the applicable regulations laid out in this Bylaw.

- 2.19 Occupant means the owner or occupier of a dwelling unit as defined in this Bylaw.
- 2.20 On-site Collection means the collection of the garbage and household food waste containers placed beside the home or garage on the private property of the Dwelling unit as described in Section 8 of this Bylaw.
- 2.21 Recyclable Material means all newsprint, mixed waste paper, cardboard, glass, aluminum foil, metal cans, plastic products and other products and materials which the Capital Regional District may advise from time to time may be sorted for recycling.
- 2.22 Secondary Suite means an additional dwelling unit that is entirely contained within a residential single family use building and is located on the same legal parcel as the residential single family use building with which it is associated, such that the building containing the secondary suite is a single real property entity and as described in Town of View Royal Bylaw No. 599.
- 2.23 Service Fee means the fee referred to in Schedule A of this Bylaw.
- 2.24 Statutory Holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day or any other day proclaimed by the Parliament of Canada or the Legislature of British Columbia as a public holiday.
- 2.25 Tipping Fee means the charge per tonne levied by the Capital Regional District for waste received at the Hartland Landfill.
- 2.26 Town means the Town of View Royal.
- 2.27 Town's Representative means the Director of Engineering or other persons appointed by the Town to administer the Residential Garbage and Household Food Waste Collection Contract and to enforce the provisions of this Bylaw.

3. COLLECTION SERVICE MANDATORY

The Town's residential garbage and household food waste collection service is mandatory for the occupants of all eligible dwelling units.

No occupant of a dwelling unit, as defined in this Bylaw, shall dispose of residential garbage and household food waste except in accordance with the provisions of this Bylaw.

4. SERVICE FEES FOR GARBAGE AND HOUSEHOLD FOOD WASTE COLLECTION

The service fees for garbage and household food waste collection are hereby imposed upon occupants as per the fees detailed in Schedule "A" of this Bylaw.

A new dwelling unit acquiring occupancy after January 1st of any year shall be charged in accordance with Schedule "A", prorated monthly from the occupancy permit date.

Occupancy permits dated from the 1st to the 15th of the month shall be charged for the full month. Occupancy permits dated from the 16th to the 31st of the month shall be charged commencing the following month.

Residential garbage and household food waste collection fees shall be entered on the tax roll for a property as a separate line item on the annual property tax notice. If the charge is not paid by the penalty date, the Town shall add a 10% penalty as indicated on the tax notice.

Any fee imposed by this Bylaw that is due and payable by December 31st of any year and which is unpaid on that date shall be deemed to be taxes in arrears on the land or real property on which the fee is imposed.

Fees for collection will only be discontinued in respect of a dwelling unit if:

- (a) the premises are permanently vacated;
- (b) the premises are temporarily rendered uninhabitable because of fire or other similar disaster; or
- (c) because of extended temporary vacancy, the owner of the premises has obtained a water disconnect from the Capital Regional District, in which case fees will resume when water service is reconnected.

An occupant shall bring any alleged error in any charge to the attention of the Town's Representative within one (1) year of the end of the period for which service fees were imposed.

No error shall be considered by the Town and no adjustment for any error shall be made after a period of one (1) year has elapsed from the end of the billing period in respect of which the service fees were imposed.

5. COLLECTION SCHEDULE AND TIME

The occupant shall follow the weekly collection schedule as set out by the Town.

The occupant shall place the garbage and household food waste containers for collection at the curbside no later than 7:00 a.m. on the day of the collection.

All garbage and household food waste shall be collected on Statutory Holidays, except Christmas Day and New Year's Day. In the event that a collection day falls on Christmas Day and New Year's Day, then the collection shall take place on the following day.

6. VOLUME OF GARBAGE AND HOUSEHOLD FOOD WASTE

As a basic service, the occupant shall be allowed, once per week as per the collection schedule, one garbage container and one household food waste container, each of which shall not exceed a weight of more than forty (40) kg (88 lbs) and shall not exceed a capacity of more than eighty (80) litres.

Occupants of dwelling units who wish to have garbage collected in excess of the basic service shall purchase a valid extra bag decal from the Town and prominently attach this

decal to each container or bag in excess of the basic service. Any containers or bags in excess of the basic service that do not display a valid extra bag decal shall not be collected.

If bags are used for the excess garbage they shall be of a standard size (28" x 36" or 31" x 33") and shall not exceed a volume of 80 litres.

Extra bag decals are not reusable or refundable.

7. CONTAINERS

The occupant shall:

- (a) use the containers supplied by the collection contractor as the receptacles for the waste to be collected;
- (b) place the garbage and household food waste containers at the curbside as follows:
 - two (2) feet apart with lids opening toward the street;
 - at least one (1) metre (3 feet) from cars, trees and mailboxes;
 - with the wheels as close to the curb as possible;
 - where there is a sidewalk and curb adjacent to the roadway edge, the occupant shall place the garbage and household food waste containers at the edge of the side of the sidewalk closest to the house, but not on the sidewalk;
 - where there is a sidewalk and curb separated from the roadway by boulevard, the occupant shall place the garbage and household food waste containers within one (1) metre of the roadway edge.
- (c) not place the garbage and household food waste containers so as to obstruct vehicles or pedestrians in any way;
- (d) ensure that container lids are securely fastened when placed at the curbside;
- (e) remove all emptied containers from the street after the collection and keep all containers, when not set out for collection, on the dwelling unit premises from which the waste is originated;
- (f) maintain all containers in a safe, sanitary, clean and usable condition;
- (g) ensure that no liquid runs into or accumulates in the containers and that all waste is enclosed within the containers;
- (h) ensure that all household food waste is contained in Biodegradable Products Institute (BPI) certified bags that meet ASTM D6400-9 Standard Specifications for Compostable Plastics. Plastic bags are not acceptable;

- (i) ensure that all containers are set out on a weekly basis regardless of the amount of waste in the containers;
- (j) provide a ready means of access to all containers at all required times and ensure the means of access is unobstructed to the collection contractor;
- (k) be responsible for the purchase and replacement of an approved container if the container becomes damaged by the occupant;
- (l) enclose any excess garbage to the basic service in a rigid container purchased by the occupant or in a securely fastened impermeable bag that meets the dimensions aforementioned;
- (m) upon relocating permanently from the dwelling unit, leave the garbage container and household food waste container on the dwelling unit premises, or return the containers to the collection contractor.

8. ON-SITE COLLECTION

An occupant may apply to the Town for an increased level of service in order to have waste collected from the garbage and household food waste containers placed beside the home or garage on the dwelling unit premises, rather than at the curbside, for an increased service fee as per "Schedule A" of this Bylaw.

The occupant shall ensure unobstructed and sufficient access is given to the collection contractor. The collection contractor shall not enter any building to collect the waste materials.

9. ADVERSE WEATHER CONDITIONS

In the event of exceptional weather conditions such as floods, exceptionally heavy snowfalls, or a Force Majeure that effectively prevents collection, collection service may be discontinued and shall be resumed as quickly as possible upon the return of favourable weather.

The occupants of all dwelling units affected by any disruption of service due to weather conditions, if the weather conditions do not permit service for more than one (1) collection day, shall be notified by the collection contractor.

10. CONDITION OF ROADS

In the event a road is blocked by construction work and/or any other object(s) that make the road impassable, collection service may be delayed. In such case, the missed garbage and household food waste containers shall be collected on the next business day, or if not possible due to continued construction, on the next scheduled collection day.

11. MISSED COLLECTION DUE TO COLLECTION CONTRACTOR ERROR

If the collection contractor misses collection of garbage containers and/or household food waste containers that were placed by the occupant at the proper location at the proper time,

the collection contractor shall collect those containers before the end of that collection day or, if not possible, on the next business day.

12. MISSED COLLECTION DUE TO OCCUPANT ERROR

If the collection contractor comes upon a dwelling unit whose waste does not comply with the applicable regulations as set out in this Bylaw, the collection contractor shall give written notice to the offending occupant, by way of a removable infraction tag on the top of the applicable container, as follows:

- (a) Should an occupant not comply with the applicable regulations for the first time in a six (6) month period, the collection contractor shall attach an infraction tag with the noted offence to the top of the applicable container. The collection contractor shall still collect the garbage and/or household food waste;
- (b) Should an occupant not comply with the applicable regulations for a second time in the same six (6) month period as (a) above, the collection contractor shall again attach an infraction tag with the noted offence to the top of the applicable container. The collection contractor shall still collect the garbage and/or household food waste; and
- (c) Should an occupant not comply with the applicable regulations for a third time in the same six (6) month period as (a) and (b) above, the collection contractor shall again attach an infraction tag with the noted offence to the top of the applicable container. The collection contractor shall not collect the garbage and/or household food waste. The Town's Representative shall then contact the occupant by way of a Bylaw notice. The Town's Representative may advise the collection contractor to suspend or stop service until such time that the occupant complies with the regulations and provisions of this Bylaw. Any such suspension shall not be deemed to be a waiver or abatement of any requirements or fees under this Bylaw. Containers shall be available for inspection by the Town's Representative upon request.

Subject to the provisions of this Bylaw, the Town's Representative may enter at all reasonable times upon any dwelling unit premises to determine whether the provisions of this Bylaw are being adhered to.

13. ENQUIRIES AND COMPLAINTS

Occupants shall contact the collection contractor directly for any enquiries or complaints regarding the collection service, other than enquiries regarding service fees, between the hours of 8:00 a.m. and 4:30 p.m. Monday to Friday.

Occupants shall contact the Town's Representative with any service fee enquiries or complaints.

14. ACCEPTED AND NON-ACCEPTED MATERIALS

The occupant shall be responsible for ensuring only accepted materials are disposed of in the containers as per Schedule "B" of this Bylaw and per Capital Regional District regulations.

The Town reserves the right to not collect any waste material if all or a part of it is expressly prohibited by this Bylaw, or by the Capital Regional District.

The occupant shall be responsible for any Capital Regional District Hartland Landfill infraction penalties placed upon the Town’s collection contractor associated with improper disposal of any banned items, to the extent that the occupant can be identified.

Household food waste found to be contained within non-compostable bags shall be considered as non-acceptable material.

15. VALIDITY OF BYLAW

If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason found invalid by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Bylaw.

Council may, by resolution, from time to time, make such regulations as it deems necessary or expedient for more efficient operation of the collection service.

The Schedules attached to this Bylaw form part of this Bylaw.

16. REPEAL

Town of View Royal Bylaw No. 367, 1999, cited as “Collection and Disposal of Garbage Bylaw”, and all amendments thereto, is hereby repealed.

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|-------------------------|------------------|--------|------------|
| READ A FIRST TIME THIS | 16 th | DAY OF | June, 2009 |
| READ A SECOND TIME THIS | 16 th | DAY OF | June, 2009 |
| READ A THIRD TIME THIS | 16 th | DAY OF | June, 2009 |

ADOPTED BY COUNCIL, SIGNED BY THE MAYOR AND THE CLERK AND SEALED WITH THE SEAL OF THE TOWN OF VIEW ROYAL THIS 7TH DAY OF JULY, 2009.

MAYOR

CLERK

SCHEDULE "A"**Service Fees from January 1st, 2009 to December 31st, 2009**

| | | |
|---------------------|---|---|
| Curbside Collection | From January 1 st , 2009 to May 31 st 2009 | \$48.20 per Dwelling Unit |
| | From June 1 st , 2009 to December 31 st , 2009 | \$74.55 per Dwelling Unit |
| On-site Collection | From January 1 st , 2009 to May 31 st , 2009 | \$50.00 per Dwelling Unit in addition to the annual Curbside Collection service fee |
| | From June 1 st 2009 to December 31st 2009 | \$90.44 per Dwelling Unit |
| Extra Bag Decal | From January 1 st , 2009 to December 31 st 2009 | \$3.00 per Decal |

SCHEDULE “B”

| ACCEPTED AND NON-ACCEPTED GARBAGE WASTE (This list is not inclusive of all accepted and non-accepted garbage waste) | |
|---|--------------------------------|
| ACCEPTED | NOT ACCEPTED |
| Non-recyclable Materials | Recyclable Materials |
| Plastic Bags, Wrap and Styrofoam | Computers |
| Chip and Cookie Bags | Propane Tanks, Scrap Metal |
| Foil Pouches | Yard and Garden Waste |
| Soiled Diapers, Baby Wipes | Hazardous Waste |
| Double-bagged Pet Feces, Litter | Medical Waste |
| Double-bagged Vacuum Dust | Fuel Tanks |
| Double-bagged Cool Ashes | Liquids |
| Sanitary Hygiene Products, Condoms | Concrete or Rocks |
| Pet Food Bags, Lined Bags | Dead Animals, Fish Waste |
| Make-up Remover Pads, Cotton Swabs | White Goods (Large Appliances) |

| ACCEPTED AND NON-ACCEPTED HOUSEHOLD FOOD WASTE (This list is not inclusive of all accepted and non-accepted garbage waste) | |
|--|--|
| ACCEPTED | NOT ACCEPTED |
| Fruit and Vegetable Scraps | Yard and Garden Waste |
| Food Leftovers, Plate Scrapings | Plastic Bags, Wrap and Styrofoam |
| Meat, Fish, Giblets and Bones | Plastic Containers and Cutlery |
| Dairy Products, Butter, Mayonnaise | Foil Wrap, Pie Plates, Butter Wrappers |
| Eggshells | Metal Cans or Glass Jars |
| Bread, Cereal, Grains, Pasta, Pizza | Chip and Cookie Bags |
| Solidified Fat and Grease | Pet Food Bags, Lined Bags |
| Baked Goods, Candies | Dental Floss, Rubber Bands |
| Soiled Paper Towels, Food Packaging | Soiled Diapers, Baby Wipes, Pet Feces |
| Nuts and Shells | Sanitary Hygiene Products, Condoms |
| Houseplants, Cut and Dried Flowers | Dryer Sheets and Lint, Vacuum Bags |
| Coffee Filters and Grounds, Tea Bags | Cigarettes and Butts |
| Baking Ingredients, Herbs, Spices | Make-up Remover Pads, Cotton Swabs |