

City of Chilliwack

Bylaw No. 5541

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

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 2026, No. 5541”**.
2. “Solid Waste Management Bylaw 2019, No. 4660” and amendments thereto are hereby repealed.

INTERPRETATION

3. In this bylaw:

“Accessory Dwelling Unit” means a Dwelling Unit accessory to a principal residence;

“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;

“Assisted Set Out Service” means a service provided by the City of Chilliwack, where the City of Chilliwack or the Contractor determines a location on the property where the Contractor will gather and return Containers for Collection Service, in accordance with section 68 of this Bylaw;

“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;

“Boulevard” means the area between the curb lines, the lateral lines or the shoulder of a roadway and the adjacent property line;

“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 Garbage, Mixed Recycling or Compostable Waste;

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

“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 of Chilliwack;

INTERPRETATION (CONTINUED)

- “Collection Service” means the system established under this bylaw by the City of Chilliwack for the collection of Garbage, Mixed Recyclables, Glass Packaging Flexible Plastics 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, bags, Green Carts, Recycling Carts, Garbage Carts, Grey Bins, Pink Bins, Wildlife Resistant Carts, 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 their place;
- “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 adjoining Dwelling Units, whether those units are strata-titled or not;
- “Dwelling Unit” means 1 or more habitable rooms designed or intended for use by 1 or more individuals as an independent and separate housekeeping and sleeping establishment in which separate cooking facilities and sanitary facilities are provided for the exclusive use of such individual or individuals, with a private entrance from outside the building or from a common hallway or stairway inside the building;
- “Flexible Plastics” means materials such as plastic bags, overwrap, crinkly wrappers and bags, stand-up zipper pouches, flexible packaging with a plastic seal, non-food protective packaging and woven or net plastic bags, as defined in the packaging and printed paper stewardship plan under the *Recycling Regulation, BC*;
- “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;
- “Garbage Cart” means 120 litre, 240 litre, or 360 litre plastic container provided to a Dwelling Unit by the City’s Collection Service provider for 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 or the City’s Collection Service Provider 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, and Flexible Plastics;
- “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;

INTERPRETATION (CONTINUED)

- “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;
- “Pink Bin” means a 57 litre plastic Container provided or sold to the Owner or Occupier of a Dwelling Unit by the City or the City’s Collection Service Provider for Flexible Plastics;
- “Physical Disability” means a medically diagnosed limitation on a person’s physical functioning or mobility that prevents the person from being able to place Containers at the curb for collection;
- “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, Flexible Plastics and any other product included in an approved stewardship plan under the *Recycling Regulation, BC*, as amended;
- “Recycling Cart” means 120 litre, 240 litre, or 360 litre plastic Container provided to a Dwelling Unit by the City’s Collection Service provider for Mixed Recyclables;
- “Recycling Depot” means a location provided by or on behalf of the City, where a person can drop off Recyclables;
- “Single Detached Dwelling” means a detached 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;
- “Small -Scale Multi-Unit Housing” means three or four Dwelling Units on one lot, as defined in the City of Chilliwack Zoning Bylaw;
- “Statutory Holiday” means New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, 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;
- “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;

INTERPRETATION (CONTINUED)

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

“Wildlife Attractant” means any substance or Container which could reasonably be expected to attract wildlife or does attract wildlife, including but not limited to, Carts, household refuse, kitchen waste, food products, beverage containers, barbecue grills, pet food, bird feeders, diapers, grease barrels, fruit, salt, oil and other petroleum products and chemical products;

“Wildlife Resistant Cart” means 120 litre, 240 litre, or 360 litre plastic Container yielding specialized hardware provided to a Dwelling Unit by the City’s Collection Service provider for Garbage, Compostable Waste or Mixed Recycling, also referred to as “Cart”;

“Wooden Food Utensils” means toothpicks, popsicle sticks, stir sticks, skewers, chopsticks, 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 millimeters (6 inches) in diameter and other materials approved by the Director, but does not include items listed in Section 111 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, Flexible Plastics and Compostable Waste, subject to the terms of this Bylaw;
 - (2) collection of Garbage, Mixed Recyclables, Glass Packaging and/or Compostable Waste at 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.

PROHIBITIONS (CONTINUED)

7. No Owner or Occupier of real property shall cause, allow, or permit any Garbage, Recyclables, or Compostable Waste to be stored, deposited, or placed on their premises in such a manner that it is accessible to Wildlife, or is deemed a Wildlife Attractant.
8. No Owner or Occupier of real property in areas with Wildlife issues as indicated in Schedule “D”, and any other properties specified by the Director and notified in writing, that do not have Wildlife Resistant Carts shall not 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, and shall have Garbage, Recyclables, or Compostable Waste at the curb only between 5:00 am and 10:00 pm on the day of collection.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. No person shall cause, allow or permit any Recyclables or Compostable Waste to be discarded as Garbage.
15. No person receiving Collection Service shall cause, allow or permit any Recyclables or Compostable Waste to be discarded as Garbage.
16. 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.
17. 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

18. 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.
19. 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. Contracts must be provided to the City for verification upon request.
20. Every Owner or Occupier of commercial, industrial or institutional property that contains an attached residential Dwelling Unit 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, for the associated Dwelling Unit.
21. 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.
22. Every Owner or Occupier of a Drive-Through Establishment shall provide a minimum of two waste receptacles in the queuing lane; and every Owner or Occupier of a grocery store with parking on-site, including convenience grocery stores, shall provide a minimum of one exterior waste receptacle on-site.
23. 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.
24. 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

25. 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 110(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 110(1) to (6), (9), (10), (13), (14), and (15), within 48 hours of receipt of such notice.

NOTICE TO REMOVE GARBAGE (CONTINUED)

26. 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.

27. 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 110(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.

28. 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 25 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.

29. Any charges incurred pursuant to Sections 27 and 28 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

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

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

- (1) Single Detached Dwellings, Small Scale Multi-Unit Housing, Rowhouses and Duplexes; and,
- (2) Multi-family Dwelling complexes that have approved applications for service and associated Accessory Dwelling Units.

32. Two Collection Services shall be provided to Small Scale Multi-Unit Housing with more than two units.

COLLECTION SERVICE (CONTINUED)

33. The City may provide an additional Collection Service to residential properties over 0.5 hectares in size with a detached Accessory Dwelling Unit, if the owner of the property applies for an additional Collection Service for the detached Accessory Dwelling Unit. The City may provide an additional Collection Service to residential properties with an Accessory Dwelling Unit with a legal second driveway if the owner of the property applies for an additional Collection Service and there are access constraints that make sharing Containers impractical.
34. Properties containing more than one Single Detached Dwelling shall receive one Collection Service per Single Detached Dwelling.
35. If a property contains a manufactured home as an accessory family residential use or an accessory full-time employee residential use, the manufactured home shall receive a separate Collection Service.
36. The Collection Service comprises the collection of the following materials generated through residential use at that serviced property:
 - (1) one Garbage Cart Bi-weekly with a maximum volume of 120 litres (maximum weight of 55 kilograms), 240 litres (maximum weight of 100 kilograms) or 360 litres (maximum weight of 150 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) one Recycling Cart Bi-weekly with a maximum volume of 120 litres (maximum weight of 55 kilograms), 240 litres (maximum weight of 100 kilograms) or 360 litres (maximum weight of 150 kilograms);
 - (5) unlimited amounts of Glass Packaging monthly, which must be placed in 27 litre Grey Bins that shall not exceed 22.5 kilograms each.
 - (6) one Container of Flexible Plastics Monthly, which must be placed in a 57 litre Pink Bin that shall not exceed 22.5 kilograms.
37. Owners or Occupiers of Multi-Family Dwelling complexes, commercial buildings, institutions, industrial sites and any buildings other than Single Detached Dwellings, Small Scale Multi-Family Housing, Rowhouses 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.

COLLECTION SERVICE (CONTINUED)

- 38.** 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.
- 39.** 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.
- 40.** 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

- 41.** An Owner of a Dwelling Unit that is designated to receive Collection Service under this Bylaw may apply in writing to the Director for an exemption from the Collection Service for that building or Dwelling Unit.
- 42.** If an applicant under Section 41 complies with Section 45, 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.
- 43.** An exemption under Section 42(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.

EXEMPTIONS FROM SERVICE (CONTINUED)

- 44. An exemption under Section 42(2) continues until the building is repaired or reconstructed and is granted an occupancy permit or final approval.
- 45. An Owner applying for an exemption shall submit the prescribed Application for Exemption from Curbside Collection Form, which shall include:
 - (1) the civic address of the property on which the dwelling in respect of which the exemption is sought is located;
 - (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 42(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 42(2), documentation verifying the fire, natural disaster or demolition and the date of the incident.

APPLICATIONS FOR COLLECTION SERVICE

- 46. When the Owner of a newly constructed Dwelling Unit designated to receive Collection Service under this Bylaw 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 Containers as indicated below and charge the applicable Collection Service fee as set out in Schedule “C”.

Housing Type	Default Green Cart Size	Default Garbage Cart Size	Default Recycling Cart Size	Number of Grey Bins and Pink Bins
1 Unit (e.g. Single Detached Dwelling)	120L	240L	240L	1
2 Units (e.g. Single Detached Dwelling with Accessory Dwelling Unit, or 2 Unit Small Scale Multi-Unit Housing)	240L	240L	360L	1
3-4 Unit Small Scale Multi-Unit Housing	2x 120L	2x 240L	2x 360L	2

INCLUSION OF MULTI-FAMILY DWELLINGS IN COLLECTION SERVICE

- 47.** The Owner or Strata Council of a Multi-Family Dwelling complex may submit the prescribed Application for Collection from Multi-Family Building Form 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 “C.”
 - (2) the property is a strata complex, and the application is accompanied by the prescribed Waiver Release and Indemnity Form for receiving the Collection Service; or,
 - (3) the property is not a strata complex, and road access is provided and maintained by the City.
- 48.** 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 47 of this Bylaw, then the Owner or Occupier of each Dwelling Unit in that Multi-Family Dwelling complex shall be eligible to apply for an exemption pursuant to Section 42(2) of this Bylaw.

COLLECTION FREQUENCY

- 49.** The Collection Service is such that Compostable Waste will be collected weekly, Garbage and Mixed Recycling will be collected Bi-weekly, and Glass Packaging and Flexible Plastics will be collected monthly.
- 50.** There will be no regularly scheduled Collection on Saturdays, Sundays or Statutory Holidays. Collection for those residences whose pickup falls on a Statutory Holiday will be assigned an alternate pickup day.
- 51.** 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.
- 52.** 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

- 53.** Every person shall ensure that Garbage, Mixed Recyclables, Glass Packaging, Flexible Plastics 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.
- 54.** No person shall place wet waste in any Container of Garbage unless it is drained of excess moisture and wrapped in waterproof material.

COLLECTION PROCEDURES (CONTINUED)

55. 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.
56. If the Container is a Pink Bin for Flexible Plastics, the Owner or Occupier shall keep the bin, at all times, securely covered with a watertight cover. The cover or lid shall not be tied, latched, or strapped to the bin.
57. If the Container is a Cart for Garbage, Mixed Recyclables, or Compostable Waste, the lid shall not be tied, latched, or strapped to the Cart.
58. Every Owner or Occupier shall at all times keep Green Carts, Garbage Carts and Mixed Recycling Carts lids closed.
59. No person shall place or store Garbage, Mixed Recyclables, Glass Packaging, Flexible Plastics, or Compostable Waste in front of or behind another person’s property without the permission of that person.
60. No person shall place Garbage, Mixed Recyclables, Glass Packaging, Flexible Plastics or Compostable Waste in another person’s Container without the permission of that person.
61. No person shall fill a Container to the extent that the lid does not close, contents are above the top of the Container, or the Collection Service provider cannot easily empty the contents.
62. Every Owner or Occupier, as applicable, shall place all Garbage, Mixed Recyclables, Glass Packaging, Flexible Plastics 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 approved for Assisted Set Out Service. No person shall place Garbage, Mixed Recyclables, Glass Packaging, Flexible Plastics 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.
63. Subsequent to Section 62, a shorter timeframe for the placement of Garbage, Mixed Recycling, Glass Packaging, Flexible Plastics and Compostable Waste at the curb applies to the areas with Wildlife issues indicated in Schedule “D” and any other properties specified by the Director and notified in writing. In these cases, every Owner or Occupier on streets in the designated Wildlife areas, or whom have been notified in writing, shall place all Garbage, Mixed Recyclables, Glass Packaging, Flexible Plastics and Compostable Waste which an Owner or Occupier chooses to have collected and disposed of 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 8.

COLLECTION PROCEDURES (CONTINUED)

- 64.** Unless approved for Assisted Set Out Service, every Owner or Occupier must position all Garbage, Mixed Recyclables, Glass Packaging, Flexible Plastics and Compostable Waste Containers, at the collection point for the property, such that:
- (1) Containers are as close as possible to the travelled portion of the roadway or lane adjacent to the serviced property, within a maximum of 3.5 metres;
 - (2) The front of the containers faces the roadway or lane adjacent to the serviced property;
 - (3) There is at least one metre of clearance on each side of the Cart, including other Containers or obstacles;
 - (4) Access to the Containers is not obstructed by parked vehicles;
 - (5) Containers do not obstruct the travelled portion of the roadway, lane, sidewalk, multi-use pathway or bike lane; and,
 - (6) Any other Container placement requirements specified by the Director.
- 65.** The Director may designate land pick-up or another location where the Director considers it appropriate.
- 66.** Green Carts that contain a twist lock must be unlocked whilst at the curb for Collection.
- 67.** Every Owner or Occupier of premises shall clean up any Garbage, Mixed Recyclables, Glass Packaging, Flexible Plastics or Compostable Waste which escapes onto neighbouring properties, the highway, street, lane or public way from their waste put out for collection by the end of the Collection Day.

ASSISTED SET OUT SERVICE

- 68.** Where the Owner or Occupier has a Physical Disability and is unable to reasonably comply with Section 64 and does not have a non-disabled person assisting them with household activities, the Owner or Occupier may apply to the Director for the Assisted Set Out Service, using the prescribed form of application.
- 69.** On an application for the Assisted Set Out Service, the Owner or Occupier is required to provide information the Director deems necessary to determine if the Owner or Occupier with a Physical Disability qualifies for the Assisted Set Out Service, including:
- (1) Information confirming that the Owner or Occupier does not have a non-disabled person assisting them with their household activities;
 - (2) A valid parking permit number from The Social Planning and Research Council of British Columbia (SPARC BC); and/or,
 - (3) A letter or other written confirmation from a qualified physician that the Owner or Occupier has a Physically Disability.

ASSISTED SET OUT SERVICE (CONTINUED)

70. The City of Chilliwack and/or the Collection Service provider may conduct a site inspection of the property where the Owner or Occupier has applied for Assisted Set Out Service to confirm that the Assisted Set Out Service can be provided and a suitable location for Container storage and placement.
71. The Director, in their sole discretion, may refuse an Owner or Occupier’s application for the Assisted Set Out Service, or on written notice, cease providing the Assisted Set Out Service, for any reason, including:
 - (1) The applicant is a seasonal or part-time resident of the City;
 - (2) The Dwelling Unit or Container storage area is situated greater than 25 metres from the roadway or other site factors make the provision of the Assisted Set Out Service unsuitable;
 - (3) Limits on the available resources of the City and/or Collection Service provider to provide the Assisted Set Out Service; and/or,
 - (4) The Owner or Occupier has not provided sufficient information for the Director to determine that they qualify for the Assisted Set Out Service.
72. As a condition of the Assisted Set Out Service, the Owner or Occupier must ensure the Containers are freely accessible, positioned in the agreed-upon location on Collection Day, and not enclosed within any building or gated area.
73. 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 City, confirming responsibilities and providing a release or waiver of claims against the City for any negligence by the City or Contractor.
74. The City is not responsible for any property or other damage as a result of providing the Assisted Set Out Service, and the Assisted Set Out Service is provided to Owners and Occupiers with a Physical Disability on the condition that they waive any claims against the City and the Contractor for any property or other damage as a result of the City or the Contractor providing the Assisted Set-Out Service, whether or not such damage was caused by the negligence of the City or the Contractor.
75. The Owner or Occupier must pay the applicable Assisted Set Out Application Fee as set out in Schedule “C”;
76. The Assisted Set Out Application is valid for a period of three years. The Owner or Occupier must contact the City by April 30th of each year to confirm they still require the service.

MEDICAL WASTE UPGRADE

77. Where the Owner or Occupier has a documented medical condition that generates additional Garbage, the Owner or Occupier may apply to the Director for a free Garbage Cart size upgrade to a 240 litre or 360 litre Cart, using the prescribed form of application.

MEDICAL WASTE UPGRADE (CONTINUED)

78. On an application for the Medical Waste Upgrade, the Owner or Occupier is required to provide a letter or other written confirmation from a qualified health care provider that the Owner or Occupier generates additional Garbage due to a medical condition.
79. The Medical Waste Upgrade is valid for a period of three years. The Owner or Occupier must contact the City by April 30th of each year to confirm they still require the service.

CONTAINERS

80. 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, a Recycling Cart to use for Mixed Recyclables, a Garbage Cart to use for Garbage, a Pink Bin to use for Flexible Plastics and a Grey Bin to use for Glass.
81. Collection service for additional Green Carts and Recycling Carts may be purchased, as long as the original Cart is 360 litres, and the collection charges for additional Green Carts and Recycling Carts will remain in effect for a minimum of one-year.
82. Owners or Occupiers of property in areas with Wildlife issues, as indicated in Schedule “D”, and any other properties specified by the Director and notified in writing, shall receive Wildlife Resistant Carts for Garbage, Compostable Waste and Mixed Recycling.
83. The Owner of a property on the Collection Service is entitled to one free exchange for the Green Cart, Recycling Cart and Garbage Cart, without incurring a Cart exchange fee. If more than one size exchange is requested, the Cart exchange fee will be applied. Residents also receive a free Cart size exchange upon moving to a new residence, within 6 months of their property possession date.
84. The Owner of the property is responsible for the cleaning, care and safe-keeping of the Carts and shall at all times securely store the Carts on the property, except when the Carts are placed at the curb for collection as per Section 64 or 65.
85. 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 Carts from time to time.
86. The Owner or Occupier of the property shall notify the City if a Cart is damaged or stolen. If a 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 Cart as per Section 84), the Owner will reimburse the City for the cost of replacing or repairing the Cart pursuant to Schedule “C”.
87. The City or the City’s Collection Service Provider will loan every Owner of a property on the Collection Service one Grey Bin to use for Glass Packaging, and one Pink Bin to use for Flexible Plastics. Pink Bins and Grey Bins loaned to the Owner of a property shall remain the property of the City or the City’s Collection Service Provider and shall remain on the parcel to which they were issued.

CONTAINERS (CONTINUED)

88. The Owner of the property is responsible for the cleaning, care and safe-keeping of the Pink Bin and Grey Bin. The Owner or Occupier of a property on the Collection Service may purchase additional or replacement Pink Bins and Grey Bins from the City, or the Collection Service Provider, pursuant to the rates established in Schedule “C”. If a Pink Bin or Grey Bin is damaged by the City’s Collection Service Provider, the City will provide a replacement Pink Bin or Grey Bin at no cost to the Owner or Occupier.

RECYCLABLES COLLECTION

89. 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.
90. Every person who uses the Collection Service shall place Mixed Recyclables for collection in a Recycling Cart.
91. Every person who uses the Collection Service shall place Mixed Recyclables in excess of their Recycling Cart into designated bins at the Recycling Depots or other Privately-Owned and Operated Depots.
92. Every person who uses the Collection Service shall place all Glass Packaging for collection in a Grey Bin.
93. 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.
94. Every person who uses the Collection Service shall place all Flexible Plastics for collection in a Pink Bin.
95. Every person who uses the Collection Service shall place Flexible Plastics in excess of a single Pink Bin into designated bins at the Recycling Depots or other Privately-Owned and Operated Depots.
96. Every person who uses the Collection Service shall place Recyclables for collection at the curb so as to include only Mixed Recyclables, Flexible Plastics, and Glass Packaging. Carts with Mixed Recyclables shall not contain Glass Packaging, Flexible Plastics, other Recyclables, Garbage or Compost. Grey Bins with Glass Packaging shall not contain Mixed Recyclables, Flexible Plastics, other Recyclables, Garbage or Compost. Pink Bins with Flexible Plastics shall not contain Mixed Recyclables, Glass Packaging, other Recyclables, Garbage or Compost.
97. 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.
98. 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.

RECYCLABLES COLLECTION (CONTINUED)

99. Every person who uses the Collection Service shall prepare Flexible Plastics for collection by removing any contents prior to placing the clean Flexible Plastics in a Pink Bin.
100. Owners or Occupiers of a property shall not place any Recyclables into a Garbage Cart. 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

101. 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.
102. No person on the Collection Service shall place Compostable Waste in plastic bags, even if the bags are compostable plastic or biodegradable plastic.
103. Food Waste, Food-Soiled Paper and Wooden Food Utensils may be commingled with Yard Waste in the Green Cart.
104. 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.
105. 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 odour generation, does not attract wildlife, and does not create a nuisance. No composting or disposal shall be conducted within 30 metres of a watercourse or on City-owned property or Crown Land.

GARBAGE COLLECTION

106. Every person who uses the Collection Service shall sort out Garbage from their Compostable Waste and Recyclables and place that material in the Garbage Cart for collection, or into designated areas at the Bailey Sanitary Landfill.
107. If a property receives the Collection Service and the Owner or Occupier wishes to place one or more additional bags of Garbage for collection, the Owner or Occupier shall securely attach a prepaid, unexpired Tag-a-bag to each additional bag. Excess Garbage will not be collected unless marked with a Tag-a-bag.
108. Tag-a-bag service is not available for properties that have been accepted for an exemption.

GARBAGE COLLECTION (CONTINUED)

109. Each Garbage Tag-a-bag is valid for one bag of Garbage weighing no more than 22.5 kilograms. Garbage bags shall not be filled to the extent that the plastic ties cannot be securely fastened or the bag cannot be securely tied.

RESTRICTED AND PROHIBITED MATERIALS CURBSIDE

110. No person may place any of the following in curbside Garbage, Mixed Recyclables, Flexible Plastics 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;
- (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, Flexible Plastics and Glass Packaging;
- (14) Compostable Waste in Garbage, Mixed Recyclables, Flexible Plastics 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, Flexible Plastics 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.

RESTRICTED AND PROHIBITED MATERIALS CURBSIDE (CONTINUED)

111. Curbside Compostable Waste shall not include:

- (1) loose soils, rocks or sod;
- (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;
- (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

112. 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 “B”.

113. 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 “B” 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;

RIGHT TO REFUSE WASTE AT DISPOSAL SITES (CONTINUED)

- (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;
 - (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.
- 114.** Any load or portion of a 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 “B”, unless the Recyclables are also Compostable Waste.
- 115.** 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 “B” 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;

RIGHT TO REFUSE WASTE AT DISPOSAL SITES (CONTINUED)

- (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.
- 116.** 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 “B”.
- 117.** 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 “B” 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.;

RIGHT TO REFUSE WASTE AT DISPOSAL SITES (CONTINUED)

- (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.
- 118.** Despite Sections 113, 115 and 117, 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.
- 119.** 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 “B” 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;
 - (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.
- 120.** 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.
- 121.** 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

- 122.** Every person delivering, placing, or disposing of any Recyclables at the Bailey Sanitary Landfill shall deposit such materials in the designated recycling areas. 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 “B”.

SCAVENGING

- 123.** 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

- 124.** Recyclables to be deposited at the Municipal Sites and Recycling Depots must conform to Recyclables preparation for curbside collection.
- 125.** Recycling Depots shall only be used for the containment and temporary storage of residential Recyclables. All other uses, in particular the dumping of Garbage, are prohibited.
- 126.** Recyclables shall be placed in the applicable Container at the Recycling Depots.
- 127.** No person shall damage or deface in any manner whatsoever any bins, signage, or other property or appurtenances at Municipal Sites and Recycling Depots.
- 128.** 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

- 129.** 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

- 130.** 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

131. Every Owner of a Single Detached Dwelling within the City, every Owner of a Small Scale Multi-Unit Housing within the City and every Owner of a Dwelling Unit within a Duplex or Rowhouse within the City is required to pay the applicable fee for the Collection Service as set out in Schedule “C”, unless the Owner has an exemption from use of and payment for the Collection Service under this Bylaw.
132. In the event of a property assessment conflict, the City will inspect the property to determine applicable fees.
133. 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 “C”, 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 “C”, whether or not the Owner chooses to utilize the Collection Service.
134. 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.
135. 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.
136. If an Owner or Occupier requests a Cart size exchange or an additional Green Cart or Recycling Cart, the applicable fee for it will commence on the first day of the week after the new Cart is delivered to the property.
137. 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.
138. No adjustments to billing will be provided in response to a loss of service due to inclement weather.
139. 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.
140. The Owner of a real property is responsible for the payment of all accounts in arrears.
141. Any fee or charge as set out in Schedule “C” 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*.
142. 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

143. 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.
144. At least 5 days before discontinuing the Collection Service under Section 143, the City will hand-deliver a notice to the Dwelling Unit and mail one to the registered Owner(s) at their address(es) as shown in the most recent property assessment records, setting out the nature of the non-compliance. The notice will specify the date on which the Collection Service will be discontinued and provide an opportunity for affected persons to make representations to Council.

HEALTH ACT PROVISIONS

145. 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

146. 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.
147. A separate offence shall be deemed to occur on each day that the offence occurs or continues.
148. 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.
149. 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

150. 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 17th day of March, 2026.

Received third reading on the 17th day of March, 2026.

Received adoption on the 7th day of April, 2026.

“Ken Popove”

Mayor

“Jacqueline Morgan”

Corporate Officer

List of Schedules

Schedule “A”	City Waste Disposal Sites
Schedule “B”	Disposal Fees at Bailey Sanitary Landfill, Compostable Waste Transfer Station and the Green Depot
Schedule “C”	Collection Fees
Schedule “D”	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 “B” of this Bylaw.

2. Green Depot

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

SCHEDULE “B”

**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

<u>Type of Material</u>	<u>Fee</u>	<u>Unit</u>
Garbage, Compostable Waste or Scrap Metal (minimum charge)	\$ 7.50	per load
Garbage, Compostable Waste or Scrap Metal (up to 5 tonnes per load)	\$ 140.00	per metric tonne
Garbage, Compostable Waste or Scrap Metal (weighing more than 5 tonnes per load)	\$ 135.00	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)	\$ 125.00	per metric tonne
Clean Soil, Rocks, Sod and Small Concrete (less than 30 cm in any dimension) (analytical results may be required for soil)	\$ 37.00	per metric tonne
Gypsum not including Asbestos Waste (without prohibited contamination)	\$ 181.00	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	\$ 206.00	per metric tonne
Asbestos Waste originating from outside the City of Chilliwack (minimum charge)	\$ 25.00	per load
Asbestos Waste originating from outside the City of Chilliwack (minimum charge)	\$ 242.00	per metric tonne

SCHEDULE “B” (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	\$ 181.00	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 “B” (continued)

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

2. Disposal Fees at Green Depot

<u>Type of Material</u>	<u>Fee</u>	<u>Unit</u>
Clean Wood and Yard Waste (minimum charge)	\$ 7.50	per load
Clean Wood and Yard Waste	\$ 90.00	per metric tonne
Clean Soil and Sod (analytical results may be required for soil)	\$ 55.00	per metric tonne
Materials or invasive plants requiring special handling (minimum charge)	\$ 8.00	per load
Materials or invasive plants requiring special handling	\$ 95.00	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	\$126.00	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) (2 nd offence within 6 month period)	\$300.00	per load

SCHEDULE “B” (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
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*all fees above rounded up to the nearest \$0.25 where applicable

SCHEDULE “C”

COLLECTION FEES

1. There shall be imposed upon the Owner of each Single Detached Dwelling, upon the Owner of each Dwelling Unit within a Duplex or Rowhouse, upon the Owner of Small Scale Multi-Unit Housing, 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 dependent on the cart sizes selected, as follows:

(1) for Collection Service:

Column 1 Recycling Cart (Biweekly)	Column 2 Compostable Waste Cart (Weekly)	Column 3 Garbage Cart (Biweekly)	Column 4 Total Monthly Fee	
120L/240L/360L	80L	120L	\$27.15	
		240L	\$28.50	
		360L	\$31.95	
	120L	120L	120L	\$27.65
			240L	\$29.00
			360L	\$32.50
	240L	240L	120L	\$28.75
			240L	\$30.15
			360L	\$33.60
	360L	360L	120L	\$29.95
			240L	\$31.35
			360L	\$34.80

Collection Service fees include monthly collection of Glass Packaging and Flexible Plastics. The total monthly fee is set out in Column 4, opposite to the applicable sizes of Carts supplied to the serviced property in Columns 1 to 3.

(2) Garbage Tag-a-bag each (max weight of 22.5 kgs) \$4.00
(each)

SCHEDULE “C”

COLLECTION FEES (continued)

(3)	for weekly collection of additional Green Carts:	
	80 litre Green Cart	\$ 7.53 per month
	120 litre Green Cart	\$ 8.22 per month
	240 litre Green Cart	\$ 9.29 per month
	360 litre Green Cart	\$ 10.40 per month
(4)	for Bi-weekly collection of additional Recycling Carts:	
	120 litre Recycling Cart	\$ 5.50 per month
	240 litre Recycling Cart	\$ 5.70 per month
	360 litre Recycling Cart	\$ 5.90 per month
(5)	for Cart Exchange Fee	\$ 50.00 each
(6)	for Cart repair	Actual Cost
(7)	for Cart replacement:	
	80 litre Cart	\$103.11 each
	120 litre Cart	\$129.49 each
	240 litre Cart	\$141.09 each
	360 litre Cart	\$157.60 each
(8)	for Grey Bin purchase	\$ 5.00 each
(9)	for Pink Bin purchase	\$ 8.25 each
(10)	for Pink Bin lid purchase	\$ 3.50 each
(11)	Assisted Set Out Application Fee	\$ 50.00 each

