

COPY

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1802

**A BYLAW TO PROVIDE FOR THE COLLECTION OF GARBAGE,
FOOD WASTE AND RECYCLABLES WITHIN THE REGIONAL DISTRICT OF NANAIMO**

WHEREAS pursuant to "Recycling and Compulsory Collection Local Service Establishment Bylaw No. 793, 1989", the Regional District of Nanaimo is authorized to provide a service for the collection of Garbage, Recyclables and Food Waste;

AND WHEREAS the Board of Directors of the Regional District of Nanaimo has determined that a Regional Collection Service should be established and provided to certain areas and classes of land within the District;

NOW THEREFORE the Board of the Regional District of Nanaimo, in open meeting assembled, enacts as follows:

PART 1 – CITATION

1. This Bylaw may be cited for all purposes as "Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw No. 1802, 2020".

PART 2 – DEFINITIONS

For the purposes of this Bylaw, unless the context otherwise requires:

<i>"Approved Disposal Site"</i>	means a site owned and operated by the Regional District, or licensed by the Regional District and/or the Ministry of Environment and Climate Change Strategy, for the deposit, disposal or processing of Garbage and/or Food Waste and/or Recyclables.
<i>"Assisted Set-Out Service"</i>	means the Regional District, in consultation with the Contractor, will identify a location on the eligible Dwelling Unit and the Contractor will collect each Collection Cart from the agreed upon location, empty the Collection Cart into the collection vehicle and return the Collection Cart to the agreed upon location.
<i>"Automated Collection System"</i>	means the collection of Garbage and/or Recyclables and/or Food Waste using a specially designed vehicle with a mechanical apparatus which empties Collection Carts directly into the vehicle without requiring manual labour to empty the Collection Carts.
<i>"Bare Land Strata Lot"</i>	means a Residential Strata Lot created by a Bare Land Strata Plan.
<i>"Bare Land Strata Plan"</i>	has the meaning as defined in the Strata Property Act, S.B.C. 1998, c.43, as may be amended or replaced from time to time.

<i>"Banned Recyclables"</i>	means Recyclables not accepted under Recycle BC's curbside collection of Packaging and Paper Product Recycling Program, as may be amended or replaced from time to time, which includes, but is not limited to: <ul style="list-style-type: none">a) glass containers;b) plastic bags and overwrap;c) foam packaging; andd) other flexible plastic packing.
<i>"Bi-Weekly"</i>	means every other week.
<i>"Collection Cart"</i>	means a Garbage (cart with black lid) or Recyclables (cart with blue lid) or Food Waste (cart with green lid) container for automated collection that is owned by the Contractor, provided to each Residential Dwelling receiving Collection Service.
<i>"Collection Cart Set"</i>	means a complete set of three (3) wheeled carts to be solely used as receptacles for Garbage (black cart), Recyclables (blue cart) and Food Wastes (green cart).
<i>"Collection Day"</i>	means the day scheduled for collection of Garbage, Recyclables, Food Waste (or any combination of any of these services).
<i>"Collection Period"</i>	means a period of regular Collection Service, weekly or Bi-Weekly as set out in this Bylaw.
<i>"Collection Service"</i>	means a service for the collection of residential Garbage, Recyclables, and Food Waste by the Regional District or Contractor.
<i>"Commencement Date"</i>	means October 1, 2020.
<i>"Composting Facility"</i>	means a facility that composts Food Waste under contract with the Regional District.
<i>"Construction and Demolition Waste"</i>	means waste produced from the construction, renovation, deconstruction and demolition of buildings, and other structures, but does not include Hazardous Waste or Recyclable Material.
<i>"Contamination"</i>	Means the presence of Prohibited Waste, Construction and Demolition Waste or Yard and Garden Waste in Collection Carts, and: <ul style="list-style-type: none">a) The presence of Garbage in Recycling or Food Waste carts;b) The presence of Recycling in Food Waste carts; or,c) The presence of Food Waste in Recycling carts.
<i>"Contractor"</i>	means the person or persons under contract with the Regional District to collect Garbage, Recyclables and Food Waste on behalf of the Regional District within the Service Area.

"Dwelling Unit"

means one (1) or more habitable rooms which constitute one (1) self-contained unit having a separate entrance, used or intended to be used for living and sleeping purposes for which is provided:

- a) cooking equipment or the facilities for the installation of cooking equipment; and
- b) one (1) or more bathrooms with a water closet, wash basin and shower or bath.

"Environmental Management Act"

Means the Environmental Management Act (British Columbia), as amended, and any successor legislation and any regulations thereunder.

"Food Waste"

means compostable food material, and other materials accepted at a Composting Facility, generated within the Service Area including, without limitation:

- a) fruits and vegetables;
- b) meat, fish, shellfish, poultry and bones thereof;
- c) dairy products;
- d) bread, pasta and baked goods;
- e) tea bags, coffee ground and filters;
- f) soiled paper plates and cups;
- g) soiled paper towel and napkins;
- h) soiled wax paper;
- i) food soiled cardboard and paper;
- j) egg shells;
- k) all other cooked and raw food products;
- l) but excludes Yard and Garden Waste

"Garbage"

means all waste other than Recyclables and Food Waste but shall not include Construction and Demolition Waste, Yard and Garden Waste, human feces, Hazardous Waste, Prohibited Material or any other items determined by the General Manager from time to time.

"General Manager"

means a person appointed to the position of General Manager of the Regional District of Nanaimo or designate;

"Hazardous Waste"

means any chemical compound, mixture, substance or article defined as Hazardous Waste in the Hazardous Waste Regulation;

"Hazardous Waste Regulation"

means Hazardous Waste Regulation, BC Reg. 63/88 enacted under the Environmental Management Act;

"Industrial, Commercial and Institutional Waste"

means all Solid Waste resulting from the operation of Industrial, Commercial, Institutional sources.

<i>"Manufactured Home"</i>	means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried, and which is used as a Dwelling Unit or designed for use as a Dwelling Unit;
<i>"Manufactured Home Park"</i>	means land used for accommodating one or more Manufactured Homes, which are owned or being purchased or rented, and where the Manufactured Home is assessed and taxed in the name of its Owner or purchaser.
<i>"Multi-Family Dwelling Unit"</i>	means a Dwelling Unit located in a building which comprises of five (5) or more Dwelling Units used for residential purposes, or a combination of residential and non-residential uses; or a Manufactured Home Park, which comprises of five (5) or more Dwelling Units.
<i>"Occupier"</i>	means the person or persons residing at the Residential Dwelling.
<i>"Owner"</i>	as defined by the Community Charter, S.B.C. 2003, C.26 as may be amended or replaced from time to time.
<i>"Physically Challenged"</i>	means a person who has physical disabilities and infirmities.
<i>"Private Collection Service"</i>	means a Garbage, Recyclables and/or Food Waste collection service, which is not operated by a Contractor, and includes any commercial containerized collection service or Industrial, Commercial and Institutional Waste collection service.
<i>"Prohibited Material"</i>	means waste as defined in the Regional District of Nanaimo Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 1784, 2019 as Prohibited Waste;
<i>"Recyclables"</i>	means packaging and printed paper collected in single stream accepted at a Recycling Facility, in Category 1, Category 2, Category 3(a), Category 6 and Category 7, as set out in Schedule B [Categories and Examples of Packaging and Printed Paper].
<i>"Recycling Facility"</i>	means a facility under contract with Recycle BC for the deposit, disposal or processing of Recyclables.
<i>"Regional District"</i>	means the Regional District of Nanaimo.
<i>"Regional Landfill"</i>	means the landfill site owned and operated by the Regional District.

“Residential Dwelling”

means:

- a) a single family detached Dwelling Unit;
- b) in relation to a duplex, triplex or fourplex, each self-contained Dwelling Units;
- c) a Secondary Suite in a single family detached Dwelling Units; and
- d) a Manufactured Home situated in a Manufactured Home Park.

“Residential Strata Lot”

has the meaning defined in the Strata Property Act, S.B.C. 1998, c.43, as may be amended or replaced from time to time.

“Secondary Suite”

means an additional Dwelling Unit, located within a Residential Dwelling, whether or not the Secondary Suite is permitted under the Regional District Zoning Bylaw 500 or the respective local government authority, as may be amended or replaced from time to time.

“Service Area”

means that portion of the Regional District situated on Vancouver Island and Gabriola Island (excluding the City of Nanaimo) in which the Collection Service are to be provided, as designated by the General Manager from time to time.

“Solid Waste”

means refuse that originates from residential, commercial or institutional sources or refuse specified to be included in the Regional District’s Solid Waste Management Plan pursuant to the Environmental Management Act.

“Townhouse Complex”

means a building or buildings containing three or more strata titled Dwelling Units, where each Dwelling Unit has a separate entrance at first story level.

“Unserviceable”

means a Residential Dwelling determined to be unserviceable in accordance with section 6 of this Bylaw.

“Yard and Garden Waste”

means vegetation removed from gardens, lawns, shrubs and trees, including prunings from shrubs and trees.

PART 3 – GENERAL

ROLE OF THE GENERAL MANAGER, REGIONAL COMMUNITIES AND UTILITIES, AND SOLID WASTE

2. The General Manager is authorized to administer and enforce this Bylaw including the supervision, control and direction of the collection, removal and disposal of residential Garbage, Recyclables and Food Wastes from all Residential Dwellings within the Service Area.

MANDATORY REGIONAL DISTRICT COLLECTION SERVICE

3. Every Owner or Occupier of a Residential Dwelling within the Service Area which generates Solid Waste shall comply with the provisions of this Bylaw.
4. Subject to section 5 of this Bylaw, every Owner or Occupier of a property containing a Dwelling Unit(s), duplex, triplex and quadplex within the Service Area, but excluding Bare Strata Lots and Residential Strata Lots, shall participate in the Collection Service and pay fees in accordance with this Bylaw, except as exempted under this Bylaw. No Owner or Occupier of a Residential Dwelling within the Service Area may opt out of participation in the Collection Service, except as permitted under this Bylaw.
5. Except for the properties for which Owners apply to receive the Collection Service under section 11 of this Bylaw and which are accepted by the Regional District under section 12 of this Bylaw, the Collection Service shall not be provided to:
 - a) Multi-Family Dwelling Units;
 - b) industrial, commercial and/or institutional properties; and
 - c) Unserviceable Dwelling Units.
6. The following properties shall be considered Unserviceable for the purposes of this Bylaw:
 - a) a property containing a Dwelling Unit that the General Manager deems cannot be safely, efficiently and legally serviced from the street by reason of one or more of the following:
 1. grade;
 2. road configuration;
 3. physical condition of the public road or lane or other access route, including but not limited to the narrowness of the road;
 4. conflict with other bylaws or regulations;
 5. public safety;
 6. operational constraints; and/or
 7. the presence of any unsafe person, animal, natural or other hazard(s) on or in the vicinity of the Dwelling Unit or the property where the Dwelling Unit is situated,
 - b) the General Manager may exclude that Dwelling Unit from the Collection Service under this Bylaw and, upon notice to the Owners and Occupiers of the Dwelling Unit will not be permitted or required to receive the Regional District's Collection Service and shall make their own arrangement for disposal at an Approved Disposal Site. The charge for residential waste Collection Service to such class of person shall be nil while the alternative service clause remains in effect; and
 - c) any property or Dwelling Unit on Protection Island, De Courcy Island and Mudge Island.
7. No Owner or Occupier of a Residential Dwelling located within the Service Area shall cause or permit any Solid Waste to collect or accumulate at their Dwelling Unit.

8. Every Owner or Occupier of a Dwelling Unit within the Regional District Service Area upon or within which Garbage, Food Wastes, Recyclables, Prohibited Material, Hazardous Waste, Construction and Demolition Waste, and Banned Recyclables or any other material is generated shall be responsible for its proper storage and disposal in accordance with the applicable regional, provincial and federal laws and Regional District bylaws.
9. Notwithstanding section (5) of this Bylaw, the General Manager may on application from an Owner or Occupier, and on terms and conditions prescribed by the General Manager, provide the Collection Service to any property containing a Dwelling Unit within the Regional District.

TOWNHOUSES AND BARE LAND STRATA LOTS

10. A strata corporation, on behalf of all of the Owners of the Residential Strata Lots in the strata plan that are Townhouse Complexes or Bare Land Strata Lots, may apply to the Regional District to use the Collection Service, in the form prescribed by the Regional District.
11. On an application from a strata corporation under section 11 of this Bylaw, the Regional District may approve a strata corporation's use of the Collection Service where the Regional District is satisfied that the Residential Strata Lots that are Townhouse Complexes or Bare Land Strata Lots can be safely, efficiently and legally serviced by the Automated Collection System. On approval of a strata corporation's use of the Collection Service, the Owners of each Residential Strata Lot will be provided with a set of Collection Carts and pay fees in accordance with this Bylaw. The Owners of the Residential Strata Lots serviced by the Collection Service shall, as a condition of the Regional District providing the Collection Service, but without affecting an Owner's obligation to pay fees under this Bylaw, comply with all terms and conditions imposed from time to time by the Regional District in order to ensure that the Contractor can safely, efficiently and legally service the Residential Strata Lots.
12. If the Owners of Residential Strata Lots receiving the Collection Service wish to opt out of the Collection Service, the strata corporation, on behalf of all of the Owners of the Residential Strata Lots in the strata plan that are townhouses or Bare Strata Lots, must notify the Regional District in writing of at a minimum of one month notice:
 - a) the date the Private Collection Service will commence collection services at the property;
 - b) the name of the Private Collection Service that the strata corporation intends to have collect Garbage, Recyclables, and Food Wastes originating from that property; and
 - c) any other information as required by the Regional District to conclude the Collection Service.

The Regional District's provision of the Collection Service to the Residential Strata Lots shall cease within 60 days of the Regional District's receipt of the written notice from the strata corporation and the Residential Strata Lots are responsible for paying fees in accordance with the Bylaw up to the date that the Collection Service is ceased.

MULTIPLE UNIT RESIDENTIAL BUILDINGS

13. The Regional District does not provide the Collection Service to Multi-Family Dwelling Units. Owners or Occupiers of Multi-Family Dwelling Units shall make provisions for a Private Collection Service and disposal of Solid Waste originating from those properties.

PART 4 – RESIDENTIAL WASTE COLLECTION SERVICE

REGIONAL DISTRICT COLLECTION SERVICE

14. The Regional District will provide the following Collection Service within the Service Area as of the Commencement Date for the collection, removal and disposal of Residential Garbage, Recyclables and Food Wastes by way of the Automated Collection System or manual labour, or a combination thereof, for all Dwellings Units within the Service Area under section 9, and as applicable, to those properties for which Owners apply to receive the Collection Service under section 10 and are accepted by the Regional District under section 11 of this Bylaw:

- a) Garbage collection every two weeks;
- b) Recyclables collection every two weeks; and
- c) Food Waste collection every week.

15. The frequency of the provision of the Collection Service under section 15 is subject to change from time to time, as determined by the General Manager, or as otherwise necessary to respond to environmental, emergency or other unforeseeable circumstances.

WASTE COLLECTION CARTS

16. All Collection Carts supplied by the Contractor in connection with the Collection Service shall remain the property of the Contractor until September 30, 2030, and the property of the Regional District thereafter. The Collection Carts shall remain on the property of the Dwelling Unit to which they were issued, and the Contractor and/or Regional District shall have the right to inspect, alter, remove, or replace the Collection Carts at any time.

17. Notwithstanding the charges for the Collection Service set out in Schedule A of the Bylaw, the Regional District will provide the following default Collection Carts to each Dwelling Unit using the Collection Service, unless otherwise requested by an Owner or Occupier and agreed to by the Regional District under the Cart Selection Survey conducted by the Regional District between September 23, 2019 to December 31, 2019.

	Residential Dwelling	Garbage Cart	Recyclables Cart	Food Wastes Cart
a)	each single family dwelling unit	One 100L	One 240L	One 100L
b)	each single family dwelling unit with a secondary dwelling unit	One 240L	One 360L	One 100L

18. The Owner or Occupier shall only use the Collection Cart within the capacity limits for the Collection Carts set out in section 17 of this Bylaw.

19. The Contractor will not collect excess volumes of Garbage, Recyclables or Food Waste where they exceed the capacity of the Collection Cart.

20. Owners or Occupiers of Residential Dwellings having Garbage, Food Waste or Recyclables for disposal in any one Collection Period which exceeds the limitations set out in section 22 of this Bylaw shall make their own arrangement for disposal at an Approved Disposal Site.

21. The Owner or Occupier may request a change in Collection Cart size once within a 12 month period and shall pay the applicable exchange fees under this Bylaw.

Additional Waste for Owner or Occupiers receiving Collection Service:

a) Garbage

1. A Dwelling Unit with a 100L Garbage Collection Cart who requires additional Garbage capacity may request an upsized 240L Garbage Collection Cart from the Regional District, and pay the applicable fees under the Bylaw.
2. A Dwelling Unit with a Secondary Suite with a default 240L Garbage Collection Cart who requires additional Garbage capacity may request an additional cart of in any of the sizes offered by the Regional District, and pay the applicable fees under the Bylaw.

b) Recyclables

1. A Dwelling Unit with a 240L Recyclables Collection Cart who requires additional Recyclables capacity may request an upsized 360L Recyclables Collection Cart from the Regional District, free of charge.
2. A Dwelling Unit with a Secondary Suite with a 360L Recyclables Collection Cart who requires additional Recyclables capacity may Request an additional cart in any of the sizes offered by the Regional District, free of charge.

c) Food Wastes

1. There is no permitted upsize nor downsize options for the Food Wastes Collection Cart.

22. The Collection Carts supplied by the Contractor in connection with the Collection Service shall not be used for any purpose other than its intended use, which is the disposal of Garbage, Recyclables and Food Waste permitted under the Collection Service.

ASSISTED SET-OUT SERVICE

23. Where the Owner or Occupier is Physically Challenged and unable to comply with section 26 of this Bylaw, and does not have an able-bodied person assisting them with their household activities, the Physically Challenged Owner or Occupier may apply to the General Manager for Assisted Set-Out Service from the Regional District. On application for the Assisted Set-Out Service, if the General Manager deems the Physically Challenged Owner or Occupier requires such assistance, the Contractor will be directed to provide the Assisted Set-Out Service. The General Manager may cancel the Assisted Set-Out Service, at their sole discretion. The General Manager may, at their discretion, obtain any information they deem necessary to confirm that the Owner or Occupier is Physically Challenged or otherwise requires Assisted Set-Out Service, including but is not limited to:

- a) proof of the Physical Challenge from a physician by completing the Supplemental Form for Physically Challenged Persons, and

- b) a site visit from a Regional District representative to assess the Residential Dwelling.

As a condition of the Assisted Set-Out Service, on the designated Collection Day, the Owner or Occupier shall ensure that the Collection Carts are at all times freely accessible and not enclosed within any building or gated area. The Regional District is not responsible for any property damage as a result of providing the Assisted Set-Out Service.

WASTE COLLECTION SET-OUT REQUIREMENTS

24. Every Owner or Occupier of Dwelling Units serviced by the Collection Service shall:

- a) separate Garbage, Recyclables and Food Waste and place them in the applicable Collection Cart, without Contamination or Banned Recyclables and not to exceed the weight limit or capacity specified on the Collection Cart and under this Bylaw;
- b) only use the Collection Carts provided by the Contractor in connection with the Collection Service to deposit Garbage, Recyclables and Food Waste, respectively; and
- c) be limited to the applicable number and size of Collection Carts supplied under section 17 of this Bylaw.

25. On designated Collection Days, the Owner or Occupier of Dwelling Units serviced by the Collection Service shall:

- a) place Collection Carts with the lids in the closed position, no earlier than 5 AM and prior to 8 AM:
 - 1. on the shoulder of the road or lane or along the curb in front of the Dwelling Unit or on the property adjacent to the property line abutting the road or lane from which the Collection Service is provided; and
 - 2. such that the Collection Carts can be conveniently handled from the ground level and readily assessable from such road or lane;
- b) with the exception of the Food Waste Collection Cart equipped with the gravity lock, which should be in the locked position at all times, ensure all latching devices, if any, are unlatched by 8 AM on each designated Collection Day;
- c) place all Collection Carts with a minimum one (1) metre of clearance space on all sides of each Collection Cart, with three (3) metres of clearance space above each Collection Cart, and with one and half (1.5) metres of clearance space from parked vehicles; and
- d) remove all Collection Carts from the road, lane, or sidewalk, after collection, no later than 10 PM on each designated Collection Day.

26. Collection Carts shall at all times be kept on the property of the Residential Dwellings for which they are assigned and under no circumstances shall they be kept, encroach upon or project over any street, lane or public place except for the purposes outlined in section 26 of this Bylaw.

27. The Owner or Occupier of the Dwelling Unit serviced by the Collection Service shall at all times maintain all Collection Carts supplied by the Contractor in a good, clean and sanitary condition, without overflow and free from any liquids.
28. The Owner or Occupier of the Dwellings Unit serviced by the Collection Service shall notify the Contractor if a Collection Cart is damaged or stolen. If a Collection Cart is stolen or damaged due to the neglect of the Owner or Occupier, as determined by the General Manager in their sole discretion, the Owner or Occupier shall reimburse the Regional District for its costs of repair or replacement to the Collection Cart within 30 days of receipt of an invoice from the Regional District in accordance with this Bylaw.
29. Where the Owner or Occupier of a Dwelling Unit serviced by the Collection Service is not in compliance with any of the provisions of this Bylaw, the Regional District may, at its sole discretion, refuse the Collection Service to that Owner or Occupier.

PART 5 – LITTER MANAGEMENT

30. No person shall accumulate, spill, drop, dump, dispose of any Garbage, Recyclables, Food Waste, Prohibited Waste, Hazardous Waste, Construction and Demolition Waste, Banned Recyclables or any other material on any street, sidewalk, boulevard, park or other lands owned by the Regional District or other public property, or upon private property whether owned by that person or not unless that person has obtained a valid and current Waste Stream Management License from the Regional District for waste management on that property and the management otherwise complies with the Regional District's bylaws.
31. No person, except the Owner or Occupier of the Dwelling Unit to which the Collection Carts were supplied by the Contractor, shall remove any Garbage and/or Recyclables and/or Food Waste from the Collection Carts prior to collection by the Contractor.

PART 6 – CHARGES AND FEES

32. The charges and fees set out in Schedule A to this Bylaw are payable by the Owner of the Dwelling Unit which is serviced by the Collection Service and they shall form a charge on the Dwelling Unit, or property on which the Dwelling unit is situated, and may be recovered in the same manner and by the same means as overdue taxes. The charges and fees are payable whether or not:
 - a) the Dwelling Unit is occupied;
 - b) any Owner or Occupier of a Dwelling unit makes use of the Collection Service; or
 - c) the Collection Service is interrupted, temporarily ceased, or changed in any manner by the Contractor, the Regional District or any other person.
33. The charges and fees set out in Schedule A to this Bylaw are levied of a Dwelling Unit as identified in this Bylaw, including Collection Cart replacement or exchange.
34. Within the Electoral Areas of the Regional District, the charges and fees shall be invoiced annually in advance on or about June 1st of each year and shall be due and payable as shown on the billing form. The charges and fees invoiced by the Regional District under this Bylaw may be combined with other utilities (water and/or sewer) invoiced by the Regional District.

35. City of Parksville, Town of Qualicum Beach and District of Lantzville will be billed each month based on the charges and fees set out in Schedule A of this Bylaw multiplied by the number of Dwelling Units served by the Collection System within their respective jurisdiction, as determined by the Regional District. The amount invoiced shall be due and payable to the Regional District within thirty (30) days of the receipt of an invoice.
36. Where the Collection Service is provided to any Residential Dwellings after the first day of January in any year, the changes pursuant to this Bylaw shall be calculated as follows:
- a) For a newly constructed Residential Dwelling, the charges for that year shall apply upon the earlier of occupancy, the issuance of an Occupancy Permit or where there is evidence that the Residential Dwelling is available for occupancy, and the full annual charge according to Schedule A of this Bylaw shall be prorated by the number of days in the full months remaining in the calendar year in which the Collection Service starts.
 - b) For an existing Residential Dwelling, the charges for that year shall apply from the date the Collection Service begins and shall be prorated by the number of days in the full months remaining in the calendar year in which the Collection Service starts.
37. To encourage prompt payment of levied charges and fees, a flat \$15 discount will apply provided charges and fees billed are paid in full, including all arrears then outstanding, to the Regional District on or before the close of business on the date set out in the invoice issued by the Regional District.
38. All charges pursuant to this Bylaw which remains unpaid on December 31 in any year shall be deemed to be taxes in arrears on the land or real property on which the charge was imposed, and may be recovered as provided for in the Local Government Act.
39. No complaint of an error in any charges for rates or charges billed under this Bylaw shall be considered and no adjustment of any such error shall be made after a period of one year has elapsed since the end of the period for which such user rates or charges were billed. After the termination of this period, all such user rates or charges shall be deemed to have been properly and correctly made.
40. All charges levied on a property do not in any way imply that the use of the property by the Owner is legal or otherwise in compliance with the Regional District's bylaws. In levying the charges, the Regional District is in no way determining that a property is in compliance with other Regional District bylaws and the Regional District reserves all of its rights to enforce its bylaws at any time.

PART 7 – RIGHT OF ENTRY

41. The General Manager, or other such representatives as may, from time to time, be authorized by the Regional District, including Bylaw Enforcement Officers, shall have the right to enter at all reasonable times upon any property subject to the provisions of the Bylaw, for the purposes of ascertaining whether any requirement of this Bylaw or the regulations in this Bylaws are being observed, including but not limited to, determining the number and existence of Dwelling Units in a Residential Dwelling.

PART 8 – OFFENCES

42. Any person who violates any provisions of this Bylaw or who suffers or permits any acts or things to be done in contravention of, or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any provisions of this Bylaw, or who does any act, or who violates any of the provisions of this Bylaw shall be deemed to be guilty of an infraction and liable to the penalties imposed in this Bylaw.
43. When requested by a Bylaw Enforcement Officer, or other person authorized by the Regional District, any person, including an Owner, who has apparently committed an offence under this Bylaw, shall correctly state his or her name and address.
44. Every person shall at all times comply with any lawful order, direction, signal or command made or given by a Bylaw Enforcement Officer, or other person authorized by the Regional District, in the performance of his or her duties enforcing the provisions of this Bylaw.

PART 9 – PENALTIES

45. Any person who violates any provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits, or neglects to fulfill, observe, carry out, or perform any duty or obligation imposed by this Bylaw is liable, on summary of conviction, and will be issued a bylaw notice as per Bylaw 1786 as permitted under the Local Government Bylaw Notice Enforcement Act.
46. In addition to the penalties imposed under Section 46 any person who violates any of the provisions of this Bylaw or who suffers or permits anything to be done in violation of such a provision shall be liable for all costs incurred by the Regional District to remedy the harm caused by the violation including, but not limited to, the Regional District's full costs of clean-up and disposal of any illegally dumped materials, all related administration, labour, equipment, material and disposal costs, as well as any legal costs that are incurred in undertaking the clean-up activities, or pursuing payment, or both.
47. Where there is an offence that continues for more than one day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.
48. Any person who contravenes any provisions of this Bylaw is liable to the Regional District for and must indemnify the Regional District from all costs, expenses, damages and injuries resulting from the contravention. This does not in any way limit any other provisions or any other remedy the Regional District may have under this Bylaw or otherwise at law.
49. The Regional District may enforce compliance with this Bylaw or non-payment of fines by temporarily or permanently discontinuing the provision of the Collection Service to any person. The Regional District's temporary or permanent discontinuance of the Collection Service under this Bylaw does not in any way limit the Regional District's right to collect all fees associated with the Collection Service, or otherwise under this Bylaw, or relieve any person from their obligations under this Bylaw, including without limitation, an Owner or Occupier's obligation to remove and dispose of all Garbage, Food Wastes, Recyclables, Prohibited Material, Hazardous Waste, Construction and Demolition Waste, Banned Recyclables and/or any other material from their property.

50. Nothing in this Bylaw limits the Regional District from utilizing, enforcing or relying on any other remedy that is otherwise available to the Regional District under its bylaws or at law generally.

PART 10 – SEVERABILITY

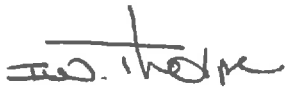
51. Each provisions of this Bylaw is severable from each other provision, and, if any provision is determined by a Court of competent jurisdiction to be void or unenforceable in whole or in part, this determination shall not be deemed to affect or impair the validity of any other provision, unless a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

PART 11 – REPEAL

52. Upon the Commencement Date (October 1, 2020) "Regional District of Nanaimo Solid Waste and Recycling Collection Service Rates and Regulations Bylaw No. 1591, 2010", and any amendments thereto are repealed.

Introduced and read three times this 24th day of March, 2020.

Adopted this 24th day of March, 2020.

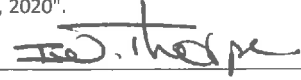


CHAIR

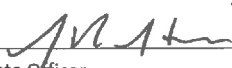


CORPORATE OFFICER

Schedule 'A' to accompany "Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw No. 1802, 2020".



Chair



Corporate Officer

SCHEDULE 'A'**BYLAW NO. 1802****Utility Fees associated with Collection of Garbage, Recyclables and Food Waste**

The annual rates in this schedule apply to the jurisdictions as outlined in the body of this bylaw.

Single Family Dwelling Unit

Recyclables (same rate for any recyclable cart size)	Food Waste	Garbage (utility fee determined by garbage cart size only)	Payment after Due Date	Prompt Payment Rate (\$15 flat fee discount)
100L	100L	80L	\$165	\$150
240L		100L	\$175	\$160
360L		240L	\$250	\$235

Single Family Dwelling Unit with One (1) Secondary Suite

	Recyclables (same rate for any recyclable cart size)	Food Waste	Garbage (utility fee determined by garbage cart size only)	Payment after Due Date	Prompt Payment Rate (\$15 flat fee discount)
One upsize default cart set	360L	100L	240L	\$250	\$235
Customs choice Garbage – 80L and 80L	100L 240L 360L	100L	80L X2	\$330	\$315
Customs choice Garbage – 80L and 100L	100L 240L 360L	100L	80L X1 100L X1	\$340	\$325
Customs choice Garbage – 80L and 240L	100L 240L 360L	100L	80L X1 240L X1	\$415	\$400
Customs choice Garbage – 100L and 100L	100L 240L 360L	100L	100L X2	\$350	\$335

Customs choice Garbage – 100L and 240L	100L 240L 360L	100L	100L X1 240L X1	\$425	\$410
Customs choice Garbage – 240L and 240L	100L 240L 360L	100L	240L X2	\$500	\$485

Administration / Service Fees	Fee (no discount)
Assisted Set-Out Service ⁽¹⁾	\$120/ year/ single family dwelling unit
Cart Exchange Fee ⁽²⁾	\$50.00/ visit
Cart Replacement ⁽³⁾	\$56.40 * – 80L cart \$41.80 * – 100L cart \$59.00 * – 240L cart \$66.90 * – 360L cart
Bear Proof Cart ⁽⁴⁾	\$230/ 240L cart

⁽¹⁾ For approved residents under the Assisted Set-Out Service program

⁽²⁾ Limit of one exchange per year per single family dwelling unit

⁽³⁾ If a Collection Cart is stolen or damaged due to the neglect of the Owner or Occupier

* plus cart delivery fee of \$50/ visit

⁽⁴⁾ One-time cost

Schedule 'B' to accompany "Residential Curbside Collection of Garbage, Food Waste and Recyclables Regulation and Charges Bylaw No. 1802, 2020".


Chair


Corporate Officer

SCHEDULE 'B'

BYLAW 1802

Categories and Examples of Packaging and Printed Paper

Category	Examples of PPP Accepted
Category 1 - Printed Papers	
Newspapers	Daily and community newspapers
Newspaper Inserts	Newsprint advertising inserts and flyers
Magazines	Daily, weekly, monthly magazines; travel or promotional magazines
Catalogues	Retailer product catalogues; automotive and real estate guides/catalogues
Telephone Directories	Phone books; newsprint directories
Other Printed Media	Notepads; loose leaf paper; non-foil gift wrap
Residential Printed Paper	White or coloured paper for general use, printers and copiers
Miscellaneous Printed Papers	Blank and printed envelopes; greeting cards
Category 2 - Old Corrugated Cardboard (OCC)	
Old Corrugated Cardboard	Grocery store/liquor store boxes; pizza boxes
Category 3 (a) - Other Paper Packaging (containing liquids when sold)	
Paper Cup (hot) (polycoated liner)	Non-foam paper cups
Paper Cup (hot) (biodegradable liner)	Non-foam paper cups
Paper Cup (cold) (waxed)	Non-foam paper cups
Paper Cup (cold) (2-sided polycoated)	Non-foam paper cups
Polycoated Milk Cartons	Milk, soy, rice milk and cream cartons

Category	Examples of PPP Accepted
Aseptic Containers	Milk, soy, rice milk, cream, soup, broth and sauce containers, typically about 1 litre in size
Multi-laminated Paper Packaging	Microwavable paper containers; paper bowls/cups for soup
Category 3 (b) - Other Paper Packaging (not containing liquids when sold)	
Old Boxboard (OBB)	Cereal boxes; shoe boxes; tissue boxes; paper towel and toilet paper tubes; detergent boxes
Wet Strength Boxboard	Carrier boxes for soft drink containers; some frozen food paper packaging
Moulded Pulp	Egg cartons; formed coffee take out trays; paper-based flowerpots
Kraft Papers	Paper bags
Polycoated Boxboard	Some frozen food packaging
Category 6 - Other Plastic Packaging	
PETE Bottles (non-beverage)	Salad dressing bottles; edible oil bottles; dish soap or mouthwash bottles; window cleaners
PETE Jars	Peanut butter containers; wide-mouth jars for nuts
PETE Clamshells	Bakery trays; pre-made fruit and salad packages; egg cartons
PETE Trays	Single serve meals; deli and bakery items; housewares and hardware products
PETE Tubs & Lids	Plastic lids for some containers
PETE Cold Drink Cups	Take-out drink cups
HOPE Bottles (non-beverage)	Shampoo bottles, milk jugs; spring water containers; bleach containers; vinegar containers; windshield washer fluid containers; pill bottles
HOPE Jars	Personal care products; pharmaceuticals, vitamin and supplements containers
HOPE Pails	Laundry detergent, ice cream pails
HOPE Trays	Single serve meals; deli and bakery items; housewares and hardware products
HOPE Tubs & Lids	Plastic lids for spreads and dairy containers
HOPE Planter Pots	Plastic garden pots
PVC Bottles	Water bottles; travel sized personal and hair care product bottles; household and automotive liquids containers
PVC Jars	Peanut butter containers
PVC Trays	Housewares and hardware products

Category	Examples of PPP Accepted
PVC Tubs & Lids	Plastic lids for some containers
LOPE Bottles (non-beverage)	Hygienic, cosmetics and hair care containers
LOPE Jars	Cosmetics containers
LOPE Tubs & Jars	Plastic lids for spreads and dairy containers
PP Bottles (non-beverage)	Butter and margarine containers; translucent squeeze bottles; travel sized personal and hair care product bottles
PP Jars	Cosmetics containers
PP Clamshells	Hinged containers e.g. sanitary wipes
PP Trays	Single serve meals; deli and bakery items; housewares and hardware products
PP Tubs & Lids	Large yogurt tubs; kitty litter containers; ice cream containers
PP Cold Drink Cups	Some cold drink cups
PP Planter Pots	Garden planter pots
PS Bottles (non-beverage)	Pharmaceuticals, vitamin and supplements containers
PS Clamshells (rigid)	Clear clamshell containers such as berry, muffin and sandwich containers
PS Trays (rigid)	Clear rigid trays used for deli foods
PS Tubs & Lids (rigid)	Dairy product tubs and lids
PS Tubs & Lids (high impact)	Single serve yogurt containers
PS Cold Drink Cups (rigid)	Clear rigid plastic drink cups
PS Planter Pots	Some garden pots and trays
Other ¹ Plastic Bottles (non-beverage)	Bottles without a resin code or with resin code # 7
Other Plastic Jars	Jars without a resin code or with resin code # 7
Other Plastic Clamshells	Clamshells without a resin code or with resin code # 7
Other Plastic Trays	Trays without a resin code or with resin code # 7
Other Plastic Tubs & Lids	Tubs & lids without a resin code or with resin code # 7
Other Plastic Cold Drink Cups	Cold drink cups without a resin code or with resin code # 7

¹ 'Other' plastic packaging is typically: manufactured from a combination of recycled resins; manufactured with a barrier layer; or, lacking a resin code mark.

Category	Examples of PPP Accepted
Other Plastic Planter Pots	Planter pots without a resin code or with resin code # 7
Category 7 - Metal Packaging	
Steel Cans (non-beverage)	Steel dog food and vegetable cans; metal lids and closures
Steel Aerosol Cans	Food spray cans; solvent spray cans
Spiral Wound Cans (steel ends)	Spiral wound containers for frozen juice, chips, cookie dough, coffee, nuts
Aluminum Cans (non-beverage)	Cat food and other food cans
Aluminum Aerosol Cans	Air freshener, deodorant and hairspray containers; food spray cans; wax and polish spray cans
Aluminum Foil and Foil Containers	Foils wrap; pie plates; aluminum food trays
Bimetal Containers/Aerosols	Lubricating oil spray cans; insulating foam spray cans; pesticide spray cans