

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 2819, 2018

A bylaw to require and regulate the use of the Solid Waste Collection and Drop-off Service.

WHEREAS the Board of Directors (the "Board") for the Regional District of Okanagan-Similkameen (the "Regional District") has enacted the Solid Waste Collection and Drop-Off Service Establishment Bylaw No. 2190, 2003;

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

1.0 DEFINITIONS

1.1 In this bylaw:

"Bag" is one (1) plastic bag with the volume capacity of 95 L or less and containing a maximum weight of 25 kg.

"Biweekly" means once every two calendar weeks.

"Board" means the Board of the RDOS.

"Bundle" for flattened cardboard, being no larger than 78 cm x 78 cm x 15 cm in size and securely bundled with tape, string or twine, or for acceptable Yard and Garden Waste tree trimmings or prunings securely bundled in twine or string with the maximum weight of 25 kg and cut to a maximum of 1 m in length.

"Bylaw" means this Bylaw, as amended from time to time.

"Bylaw Enforcement Officer" means as defined by the RDOS Bylaw Notice Enforcement Bylaw No. 2507, 2010 or subsequent replacement bylaws.

"Cart" means a rigid plastic container with wheels, with a horizontal bar on the container suitable for semi automated sideload collection equipment.

"Contaminant" means a material placed in Garbage, Recycling, or Yard and Garden Waste that does not meet the specifications of the materials that are intended to be collected as determined by the Landfill or other facility receiving such materials.

"Contamination" means the state of having Contaminants mixed in with the specified collected materials.

"Container" one (1) rigid plastic or galvanized metal can with volume capacity of 95 L or less and containing a maximum weight of 25 kg, or a Cart-type unit with wheels capable of being lifted by the Contractor's collection vehicle for manual or semi-automated collection with the contents not exceeding the maximum volume and weight requirements as defined by the Manager for the Service Area.

"Curbside Collection" means the collection of Garbage, Yard and Garden Waste, Recycling and Large items from immediately adjacent the edge of a road, street or lane adjacent the property or grounds surrounding a Curbside Property.

"Curbside Properties" means those residential properties that, from time to time, are approved by the Manager for curbside waste collection pursuant to the process outlined in the Bylaw.

“Customer Supplied Container” is a Bag, Bundle, Container or Kraft Bag supplied by a Residential Premise.

“Dangerous Wildlife” means bear, cougar, coyote or wolf, or a species of wildlife that is prescribed as dangerous under the BC Wildlife Act.

“Dwelling Unit” means one or more habitable rooms constituting one self-contained unit which has a separate entrance, and which contains washroom facilities, and not more than one set of cooking facilities (unless a secondary suite is permitted in the applicable zone), and which is designed to be used for living and sleeping purposes.

“Food Waste” includes all food, including non-windfall fruit, and waste paper products.

“Garbage” means any and all accumulations of general household waste generated from a Residential Premise including Food Waste but excluding and prohibiting Recyclables, Yard and Garden Waste, special, controlled or hazardous waste, construction or demolition materials as defined by the Manager.

“Kraft Bag” means a reinforced paper bag for Yard and Garden Waste with volume capacity of 30 gallons or less.

“Landfill” means the sanitary landfill(s) identified by the Local Government as the designated landfill to receive materials collected.

“Large Item” means only furniture, mattresses or large appliances, weighing no more than 90 kg (200 lb) each generated from a Residential Premise. For greater clarity, mattress and box spring count as two separate Large Items. Home demolition waste, electronics, automotive parts, anything with an engine, tires, toilets, hot water tanks or other bathroom fixtures are not designated as Large Items.

“Manager” means the individual or individuals delegated by the RDOS to oversee this Bylaw and associated work.

“RecycleBC” means Multi-Material BC Society (No. 5-58241), MMBC Recycling Inc. (No.XS67425), Recycle BC (No. FM719862), or any other entity with whom the RDOS has contracted to provide specified Recyclables collection.

“Recyclables” means only acceptable recyclable materials, generated from a Residential Premise, listed publicly for collection by RecycleBC collectors, except container glass or other glass products, unless the Manager requires different materials to be collected.

“Residential Premise” means an individual residential Dwelling Unit including a recreational, vacation, rental, and mobile home dwelling, with direct access to the outdoors, and includes:

- (a) a single-family dwelling;
- (b) a single-family dwelling containing a principal dwelling unit and self-contained suite; and
- (c) individually serviced duplex, triplex, fourplex, fiveplex, and sixplex units.

“RDOS” is the Regional District of Okanagan-Similkameen.

“Service Area” means a municipality, Electoral Area or an area defined by the Solid Waste Collection and Drop-Off Service Establishment Bylaw No. 2190, 2003 as receiving Curbside Collection from the RDOS.

“Tag a Bag” means a tag or sticker prepared and issued by the RDOS intended for attachment to a Customer Supplied Container as required for the collection of an additional Bag of Garbage over the weekly limit set by the Manager.

“Tipping Fee” means the cost per tonne of waste material entering a Landfill, levied by the Landfill operator, to receive and dispose of the waste in accordance with all applicable regulations and permits.

“Wildlife Resistant Container” means a fully enclosed Container with a sealed lid and a self-latching mechanism of sufficient design and strength to prevent access by dangerous wildlife.

“Wildlife Proof Enclosure” means a structure which has enclosed sides, a roof, doors and a self-latching mechanism of sufficient design and strength to prevent access by dangerous wildlife but allows safe and simple access by Workers.

“Workers” means all employees, contractors, agents or other representatives of a contractor engaged by the RDOS to provide or monitor Curbside Collection.

“Yard and Garden Waste” means only organic waste originating from yards and gardens at a Residential Premise including, but not limited to, grass clippings, leaves, plants, pine needles, pinecones, garden waste, windfall fruit, shrub and tree trimmings and prunings, provided that any woody tree trimmings and prunings are less than 5 cm in diameter and less than 1 m in length, but specifically excluding Provincially-regulated noxious or invasive species and Food Waste.

2.0 PROVISION OF SERVICE

- 2.1 The Manager reserves the right to exclude or exempt a Residential Premise from receiving Curbside Collection if collection costs are unreasonable, access routes are too difficult, there is no longer a Dwelling Unit or the property is serviced by an adequate commercial garbage and recycling service.
- 2.2 The Board may provide a policy to direct the Manager as to when exclusions and exemptions are reasonable.
- 2.4 The Board may determine to enact an exclusion or exemption to Curbside Collection on a property by property basis.
- 2.5 Every owner of Residential Premise in a Service Area to whom the Manager or Board does not grant an exclusion or exemption:
 - (a) must be provided Curbside Collection; and
 - (b) pay the applicable rates and fees set out in the RDOS Fees and Charges Bylaw for their Service Area.
- 2.6 A property owner, that does not have a Residential Premise on their property, may apply to the Manager for Curbside Collection by providing written consent.
- 2.7 The Manager may approve an application for waste collection service for a property that does not have a Residential Premises, if the property can reasonably be served and the nature of the waste is similar to that being generated from a Residential Premise.
- 2.8 On the approval of an application for Curbside Collection service by written notice to the property owner, all of the provisions of this bylaw will be enforced as if the property has one or more Residential Premises as applicable.

3.0 CUSTOMER SUPPLIED CONTAINERS

- 3.1 No person may place out Garbage, Recyclables, Yard and Garden Waste or Large Items except in accordance with this bylaw.
- 3.2 No person may litter Garbage, Recyclables, Yard and Garden Waste or Large Items contrary to this bylaw.
- 3.3 All Garbage, Recyclables and Yard and Garden Waste placed out for Curbside Collection must be placed in a Customer Supplied Container.
- 3.4 No person may place materials in a Customer Supplied Container owned by another person except with the other person's permission.
- 3.5 No person, other than a Worker, may remove from any Residential Premise any Garbage or Recyclables placed out for Curbside Collection.
- 3.6 Scavenging of materials from a Customer Supplied Container for Garbage or Recyclables is prohibited.
- 3.7 Customer Supplied Containers or Large Items will, unless directed otherwise by the Manager, be placed for emptying and collection within one (1) metre of the travelled part of the road fronting the main entry way to the Residential Premise in which the contents of the containers originate or, as directed by the Manager, within one (1) metre of a laneway adjacent to a specified property.
- 3.8 To allow for safe or efficient Curbside Collection, the Manager may specify a specific collection point for a Residential Premise to place Garbage, Recyclables, Yard and Garden Waste or Large Items.
- 3.9 No Worker will enter any private property, such as a stratified residential development or building, for the purpose of carrying out Curbside Collection unless an arrangement has been made for onsite pickup acceptable by the Manager.
- 3.10 Where arrangements are made with the Manager for Workers to enter a private property to provide Curbside Collection, ready means of access to Customer Supplied Containers, including passageways and internal roads, must be unobstructed, of sufficient size and satisfactorily maintained by the property owner.
- 3.11 All Customer Supplied Containers and Large Items must not encroach on or project over any street, lane, or public place.
- 3.12 All Customer Supplied Containers and Large Items must be kept on the ground and level or on a platform not more than one foot in height above the ground and must be readily accessible from the street or lane abutting the premises.
- 3.13 If Customer Supplied Containers are enclosed in a structure, including a Wildlife Proof Enclosure, the structure must be built with doors opening on the pickup side so that the Customer Supplied Containers may be readily removed.
- 3.14 Customer Supplied Containers will be maintained in good repair, be kept in a sanitary condition and be sufficient in number at all times to contain all materials fully within the Customer Supplied Containers.
- 3.15 Any structure used as a cover for Customer Supplied Containers must, at all times, be kept in good repair, clean, and accessible for inspection at all reasonable hours.

- 3.16 Customer Supplied Containers must be replaced by the owner when advised by the Manager that they are no longer in serviceable condition.
- 3.17 The RDOS and its contractors are not responsible for replacing any Customer Supplied Containers or lids damaged or lost for any reason whatsoever.
- 3.18 If a Customer Supplied Container becomes compromised and spills materials while being collected, the Worker may determine to not collect the Customer Supplied Container.

4.0 REFUSAL TO COLLECT

- 4.1 All Garbage, Recyclables, Yard and Garden Waste must be placed out in the correct type of Customer Supplied Container for the collection.
- 4.2 Any Contamination found will result in the Customer Supplied Container or Large Item not being collected by the Worker.
- 4.3 Intentionally Contaminating Recyclables or Yard and Garden Waste to make them Garbage is prohibited.
- 4.4 No liquid of any kind, including rain and snow, may be placed or allowed to collect in any Customer Supplied Container or Large Item placed for collection.
- 4.5 No explosive, volatile, or corrosive materials, biomedical wastes, gypsum board, renovation or demolition waste, fuel, used oil or other lubricant filters, hot ashes, or chemicals, animal cuttings or wastes, dead animals, or other material that may injure the health or safety of solid waste collection or disposal personnel, including batteries and sharps, may be placed in any Customer Supplied Container or Large Item for collection.
- 4.6 Workers will make all attempts to place a sticker on Customer Supplied Containers not collected indicating why the materials were left and the correct phone number for more information.
- 4.7 Workers may refuse to collect materials if there are identified safety hazards including but not limited to severe weather conditions, dangerous road conditions, uncontrolled animals, physical or verbal threats to Workers or blockage of a road not allowing safe entry or egress.
- 4.8 The owner of a Residential Premise remains liable for the fees imposed by the RDOS for the Curbside Collection service if materials are not collected due to the materials not being placed for collection in accordance with this bylaw or if the Worker determines the collection may be unsafe.

5.0 SCHEDULING

- 5.1 The Manager will assign a collection day every week for every property receiving Curbside Collection and will provide dates for weekly, Biweekly, monthly and annual collections to customers.
- 5.2 The Manager may change the collection day for properties as required and will inform the owners of Residential Premises to the change.
- 5.3 All Garbage, Recyclables, Yard and Garden Waste or Large Items must be placed out for collection by 7:00 a.m. on the day designated by the Manager for collection for a property.
- 5.4 Garbage or Recyclables not emptied or collected on a scheduled collection day must, before 5:00 p.m. on the same day, be removed by the occupier of the Residential Premise from the vicinity of the travelled part of the road until the next scheduled collection day.

6.0 GARBAGE

- 6.1 The only Customer Supplied Containers applicable for Garbage collection are Bags and Containers.
- 6.2 A maximum of two (2) Customer Supplied Containers of Garbage may be placed for collection at any residential premise on any particular collection day unless the Board directs the Manager to limit the number of Customer Supplied Containers to one (1) per collection day for a specified Service Area.
- 6.3 The Manager may increase the number of Customer Supplied Containers collected in a given week for specific residences or Service Area to allow for missed or disrupted collections.
- 6.4 A Residential Premise may place out an additional Bag, over the limit for Customer Supplied Containers for their Service Area, if a RDOS Tag a Bag Label is attached to that additional Bag.
- 6.5 If a RDOS Tag a Bag is attached to each Bag over the limit of Customer Supplied Containers allocated each week for the Residential Premise, there will be no limit to additional Bags of residential Garbage a Residential Premise may place out.
- 6.6 Tag a Bags may not be placed on Containers.
- 6.7 Curbside Properties within Electoral Area 'D', 'E', and 'F' must place Garbage within a Wildlife Resistant Container, be placed within a Wildlife Proof Enclosure or be placed out after 5:00 am on the day designated for Garbage collection for the property.

7.0 RECYCLABLES

- 7.1 The only Customer Supplied Containers applicable for Recyclable collection are clear or blue, see through Bags, clearly marked Containers and Bundles of cardboard.
- 7.2 The number of Customer Supplied Containers of residentially produced Recyclables that may be placed for collection is unlimited.
- 7.3 Recyclables that are non-residential in nature may not be collected.
- 7.4 Recyclables must be loosely-packed, not placed within any other Recyclable material, lids must be removed and materials washed or rinsed to remove organic material as required.
- 7.5 Recyclable corrugated cardboard may be Bundled and placed under a Bag or Container Recyclables so long as materials remain clean and dry, no litter is created and the bundles are secure enough for placement within the collection vehicle.
- 7.6 Bundling or tying any Recyclable materials, other than flattened cardboard, with string, ties, or tape is not permitted.

8.0 RESIDENTIAL YARD WASTE

- 8.1 The only Customer Supplied Containers applicable for Yard and Garden Waste collection are Kraft Bags, clearly marked Containers and Bundles of tree trimmings and prunings.
- 8.2 The number of Customer Supplied Containers of residentially produced Yard and Garden Waste that may be placed for collection is unlimited.
- 8.3 Yard and Garden Waste that are non-residential, such as agricultural, in nature may not be collected.

- 8.4 Bundling any Yard and Garden Waste materials other than specified tree trimmings or prunings with string, ties, or tape is not permitted.
- 8.5 Any Kraft Bags or Bundles allowed to weaken to the point where they rip open when lifted may not be collected by Workers.

9.0 LARGE ITEM

- 9.1 A Residential Premise may place out a maximum of two (2) Large Items during any scheduled Large Item collection.
- 9.2 A Worker may refuse to collect any Large Items that pose a threat to the Workers safety, poor hygienic condition and Contamination of potential hazardous or noxious substances.
- 9.3 Large Items that are non-residential in nature or do not meet the definition of a Large Item may not be collected.

10.0 FEES

- 10.1 Every owner of a Residential Premise provided Curbside Collection in a Service Area, must pay the applicable fees set out in the RDOS Fees and Charges Bylaw and where applicable be:
 - (a) invoiced directly to the Residential Premise owner and if unpaid at the end of the calendar year in respect of which they are imposed, collected in the same manner as taxes in arrears; or
 - (b) identified on the annual property tax bill for the Residential Premise.

11.0 ENFORCEMENT

- 11.1 The Bylaw Enforcement Officer is hereby authorized to enter, at all reasonable times, upon any property in the Regional District subject to the regulations of this bylaw, in order to ascertain whether such regulations are being obeyed.
- 11.2 No person shall prevent or obstruct, or attempt to prevent or obstruct, the Bylaw Enforcement Officer from the exercise or performance of his or her powers, duties or functions under this bylaw.
- 11.3 Each day's continuance of an offence under this bylaw constitutes a new and distinct offence.

12.0 SEVERABILITY

- 12.1 The provisions of this bylaw are severable and the invalidity of any part of this bylaw shall not affect the validity of the remainder of this bylaw.

13.0 REPEAL

- 13.1 Bylaw No. 2191, 2003 is repealed.

14.0 CITATION

- 14.1 This bylaw may be cited as the Solid Waste Collection Regulation Bylaw No. 2819, 2018.

READ A FIRST, SECOND, AND THIRD TIME this 2nd day of August, 2018.

ADOPTED BY TWO-THIRD VOTE this 2nd day of August, 2018.



RDOS Chair



Corporate Officer