

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

BYLAW NO. 3123, 2026

A bylaw to require and regulate the use of the Solid Waste Curbside Collection 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 For the purposes of this Bylaw, unless the context otherwise requires:

"Accessory Dwelling" means a Dwelling Unit which is permitted as an accessory use in conjunction with a principal use and is not located entirely within a single detached dwelling;

"Approved Existing Cart" means the carts previously owned or rented by the customer for the Curbside Collection prior to July 1, 2025, that:

- a) have been assessed by the RDOS, AND
- b) received approval to be included in the new Automated Collection System, AND
- c) display the appropriate RDOS applied decals, AND
- d) are considered to be owned by the RDOS.

"Automated Collection System" means the collection of Garbage and/or Recyclables and/or Yard Waste using specially designed vehicle with a mechanical apparatus that empties Collection Carts directly into the vehicle without requiring manual labour to empty the Collection Carts.

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

"Banned Recyclables" means Recyclables not accepted under Recycle BC's curbside collection of Packaging and Paper Product Recycling Program, as may be amended or replaced from time to time, which includes, but is not limited to:

- a) Glass containers or other glass products;
- b) Plastic bags and overwrap;
- c) Foam packaging; and
- d) Other flexible plastic packaging.

"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, as amended, or subsequent replacement bylaws.

“Collection Cart” means an Automated Collection System cart or an Approved Existing Cart that is owned by the RDOS and provided to each Premise receiving Curbside Collection for Garbage, Recyclables or Yard Waste.

“Collection Cart Set” means a complete set of three (3) wheeled Collection Carts to be solely used as receptacles for Garbage (cart with a black lid), Recyclables (cart with blue lid) and Yard Waste (cart with green lid).

“Composting Facility” means a facility that composts Food Waste and/or Yard Waste.

“Contaminant” means a material placed in Garbage, Recycling, or Yard 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.

“Curbside Collection” means the collection of Garbage, Yard Waste (with or without Food Waste as applicable) 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.

“Unlimited Yard Waste Container” means a Bag, Bundle, Container or Kraft Bag supplied by a Residential Premise for Unlimited Yard Waste Events that may be 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.

“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 (1) self-contained unit having a separate entrance, and which contains washroom facilities, and not more than one set of cooking facilities that is used or intended to be used for living and sleeping purposes.

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

- a) Fruit and vegetables;
- b) Meat, fish, shellfish, poultry and bones thereof;
- c) Dairy products;
- d) Bread, pasta and baked goods;
- e) Tea bags, coffee grounds and filters;
- f) Soiled paper plates and cups;
- g) Soiled paper towel and napkins;
- h) Food soiled cardboard and paper;
- i) Egg shells; and
- j) All other cooked and raw food 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 Waste, special, controlled or hazardous waste, construction or demolition materials as defined by the Manager.

“Kraft Bag” means a reinforced paper bag for Yard 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.

“Mandatory Curbside Premise” means any Parcel in the Service Area that has a building that is itself, or contains within it, a Dwelling Unit.

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

“Parcel” means any parcel, block or other area in which land is held or into which it is subdivided including a bare land strata lot, but does not include a highway

“Principal Dwelling Unit” means a residential Dwelling Unit that is permitted as a primary use but not a Secondary Suite or Accessory Dwelling.

“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 Banned Recyclables, unless the Manager requires different materials to be collected.

“Residential Premise” or “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” means the Regional District of Okanagan-Similkameen.

“Secondary Suite” means a second dwelling unit that is located entirely within a single detached dwelling and that is clearly accessory to the principal dwelling unit, with direct access to the open air without passage through any portion of the principal dwelling unit.

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

“Standard Collection Cart Set” means the following sizes of Collection Carts

- a) Garbage - 120 Litres with a black lid;
- b) Recyclables – 240 Litre with a blue lid; and
- c) Yard Waste – 240 Litre with a green lid.

“Tag a Bag” means a tag or sticker prepared and issued by the RDOS intended for attachment to a Bag of Garbage 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” means any mammals not normally domesticated, including but not limited to bears, cougars, coyotes, wolves, foxes, raccoons, feral rabbits and skunks.

“Wildlife Resistant Collection Cart” means a Collection Cart provided by the RDOS for Curbside Collection with a sealed lid and a latching mechanism of sufficient design and strength to resist access by dangerous wildlife.

“Wildlife Resistant Collection Cart Fee” means an extra fee added onto the users of these Collection Carts to cover the extra cost in manufacturing and replacement for the upgraded carts, special lids and latching mechanisms for wildlife resistance.

“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.

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

“Yard 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 Every owner or occupier of a Residential Premise within a Service Area which generates solid waste shall comply with the provisions of this Bylaw.

2.2 Every owner or occupier of a 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 user fees set out in the RDOS Fees and Charges Bylaw as amended from time to time.

2.3 The Manager reserves the right to exclude or exempt a Residential Premise from receiving Curbside Collection and paying user fees if:

- a) the Manager deems the property of the Residential Premise cannot be safely, efficiently and legally serviced from the street by reason of one or more of the following:

- i. grade;
- ii. road configuration;
- iii. physical condition of the public road or lane or other access route, including but not limited to the narrowness of the road;
- iv. conflict with other bylaws or regulations;
- v. public safety;
- vi. absence of a Dwelling Unit;
- vii. operational constraints; and/or
- viii. 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 Manager may exclude Dwelling Unit from payment of user fees for the Collection Service under this Bylaw if the property is serviced by an adequate commercial garbage and recycling service company.

- 2.4 The Board may provide a policy to direct the Manager as to when exclusions and exemptions are reasonable from participating for the Collection Service at that time.
- 2.5 The Board may determine to enact an exclusion or exemption to Curbside Collection on a property by property basis.
- 2.6 A property owner within the service area, that does not have a Residential Premise on their property, may apply to the Manager to receive 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 RDOS SUPPLIED COLLECTION CARTS

- 3.1 The RDOS shall retain ownership of all Collection Carts, which shall remain on the parcel of the Dwelling Unit to which they were issued, and the RDOS shall have the right to inspect, alter, remove or replace the Collection Carts at any time.
- 3.2 Supply, changes and replacement of Collection Carts
 - a) The RDOS will supply each Premise within the Curbside Collection Service Area with the Standard Collection Cart Set.
 - b) A change to the Standard Collection Cart Set can be requested in writing by completing the Cart Change-Out Request Form. A Cart Change-Out Fee and ongoing Upsize Fee, if applicable, will apply as set out in the current RDOS Fees and Charges Bylaw. The fees for any changes will be applied with the next billing cycle for the Curbside Collection.
 - a. Available changes that can be requested for Cart Change Outs include:
 - i. Garbage Carts: the standard 120L Collection Cart can be upsized to 240L
 - ii. Recyclables Carts: the standard 240L Collection Cart can be upsized to 360L or a second 240L Collection Cart can be requested.

- iii. Yard Waste Carts: the standard 240L Collection cart can be downsized to 120L if requested. There is no reduction in cost due to downsizing of Collection Cart.
 - iv. Yard Waste Carts: a second standard size of 240L Collection cart can be requested.
 - v. No Yard Waste Cart: a request to pick up unwanted 240L Collection Cart. There is no reduction in cost due to the unwanted Collection Cart.
- c) A Wildlife Resistant Cart may be requested in writing by completing the Cart Change-Out Request Form. A Cart Change-Out Fee and a Wildlife Resistant Cart Fee as set out in the current RDOS Fees and Charges Bylaw will be applied at the next billing cycle for the Curbside Collection.
- 3.3 No person may place materials in a Collection Cart assigned for another customer except with the other customer's permission.
- 3.4 No person, other than a Worker, may remove from any Residential Premise any Garbage or Recyclables placed out for Curbside Collection.
- 3.5 Scavenging of materials from a Collection Cart for Garbage or Recyclables is prohibited.
- 3.6 The Collection Carts shall not be used for any purpose other than its intended use, which is the disposal of Garbage, Recyclables and Yard Waste permitted under the Collection Service.
- 3.7 The owner or occupier of the Dwelling Unit serviced by the Collection Service shall notify the RDOS of a Collection Cart is damaged or stolen. If a Collection Cart is damaged or stolen due to neglect of the owner or occupier, as determined by the Manager in their sole discretion, the owner or occupier shall pay for the Change Out Fee on the subsequent billing.

4.0 COLLECTION CART SET-OUT REQUIREMENTS

- 4.1 Every owner or occupier of Dwelling Units serviced by the Collection Service shall:
- a) Separate garbage, Recyclables and Yard 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 respective Collection Carts provided by the RDOS or Approved Existing Carts in connection with the Collection Service to deposit Garbage, Recyclables and Yard Waste; and
 - c) Be limited to the size of Collection Carts supplied under this bylaw.
- 4.2 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 prior to 7 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 accessible from such road or lane; and
 - 3. Wildlife Resistant Carts equipped with the latching devices, are unlatched by 7 AM on each designated Collection Day
 - b) 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

- c) Remove all Collection Carts from vicinity of the travelled part of the road, lane, or sidewalk, after collection, no later than 10 PM on each designated Collection Day.
- 4.3 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.
- 4.4 The Manager may change the collection day for properties as required and will inform the owners of Residential Premises to the change.
- 4.5 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 Waste or Large Items.
- 4.6 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.
- 4.7 Where arrangements are made with the Manager for Workers to enter a private property to provide Curbside Collection, ready means of access to Collection Carts, including passageways and internal roads, must be unobstructed, of sufficient size and satisfactorily maintained by the property owner.

5.0 REFUSAL TO COLLECT

- 5.1 All Garbage, Recyclables, Yard Waste must be placed out in the correct type of Collection Cart to be collected
- 5.2 Customer Supplied Containers shall only be used for Unlimited Yard Waste Events as determined in each Service Area.
- 5.3 Any Contamination found will result in the Collection Cart or Large Item not being collected by the Worker.
- 5.4 Intentionally Contaminating Recyclables or Yard Waste to make them Garbage is prohibited.
- 5.5 No liquid of any kind, including rain and snow, may be placed or allowed to collect in any Collection Cart or Large Item placed for collection.
- 5.6 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 Collection Cart or Large Item for collection.
- 5.7 Workers will make all attempts to place a notice on Collection Carts not collected indicating why the materials were left and the correct phone number for more information.
- 5.8 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.
- 5.9 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.

6.0 EXTRA GARBAGE

- 6.1 A Residential Premise may place out an additional Bag of Garbage, in addition to the Collection Cart for their Service Area, if a RDOS Tag a Bag Label is attached to that additional Bag.
- 6.2 If a RDOS Tag a Bag is attached to each Bag of Garbage for the Residential Premise, there will be no limit to additional Bags of residential Garbage a Residential Premise may place out.
- 6.3 Tag a Bags may not be placed on Collection Carts.

7.0 RECYCLABLES

- 7.1 Recyclables that are non-residential in nature may not be collected.
- 7.2 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.

8.0 RESIDENTIAL YARD WASTE

- 8.1 The only Customer Supplied Containers applicable for Unlimited Yard Waste Collection Events are Kraft Bags, clearly marked Containers and Bundles of tree trimmings and prunings.
- 8.2 Yard Waste that are non-residential, such as agricultural, in nature may not be collected.
- 8.3 Bundling any Yard Waste materials other than specified tree trimmings or prunings with string, ties, or tape is not permitted.
- 8.4 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 or 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 MANAGING ATTRACTANTS

- 10.1 A person must not feed Wildlife and must not feed animals in a manner that is likely to attract Wildlife. Every Owner or occupier of a Residential Dwelling Premise must ensure that:
 - a) any fruit or nuts from a tree, bush or shrub is maintained and stored in such a manner so as not to attract Wildlife;
 - b) any bird feeder containing bird feed, suet or nectar is suspended on a cable or other device in such a manner that it is inaccessible to Wildlife; and the area below any bird feeding devices or activity is kept free of accumulations of seeds and similar Animal Attractants;
 - c) any composting activity is carried out and any composting device or equipment is maintained in such a manner that it is inaccessible to Wildlife;

- d) barbecue equipment and tools that remain out of doors must be clean and free of residual food or grease;
- e) any refrigerator, freezer, storage container or similar appliance, device or apparatus that contains animal attractants of any type, if placed or located outdoors, is located and equipped in such a manner that it is inaccessible to Wildlife; and
- f) any grease, antifreeze, paint or petroleum product is stored in such a manner that it is inaccessible to Wildlife.
- g) except as permitted in this bylaw, a person must not store any refuse that is an Animal Attractant in such a manner that it is accessible to Wildlife.

11.0 FEES

- 11.1 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
 - b) 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.

12.0 ENFORCEMENT

- 12.1 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.
- 12.2 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.
- 12.3 Each day's continuance of an offence under this bylaw constitutes a new and distinct offence.
- 12.4 Contraventions of this Bylaw shall be enforceable under the Regional District's Bylaw Notice Enforcement Bylaw.

13.0 SEVERABILITY

- 13.1 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.

14.0 REPEAL

- 14.1 Bylaw No. 2819, 2018 and all amendments thereto are hereby repealed.

15.0 CITATION

- 15.1 This bylaw may be cited as the Solid Waste Curbside Collection Regulation Bylaw No. 3123, 2026.

READ A FIRST, SECOND, AND THIRD TIME this 19th day of February, 2026.

ADOPTED this 5th day of March, 2026.



RDOS Chair



Corporate Officer