



The Corporation of the District of North Cowichan

Waste Collection Bylaw

BYLAW NO. 4012

A bylaw to provide for the control, collection and disposal of garbage, recyclables and organic materials.

WHEREAS pursuant to the *Community Charter*, a local government may, by bylaw, establish municipal services, including a system to collect, remove and dispose of garbage, recycling and other discarded matter;

The Council of The Corporation of the District of North Cowichan, in open meeting assembled, enacts as follows:

PART 1 - CITATION

1. This Bylaw may be cited as "Waste Collection Bylaw No. 4012, 2025".

PART 2 - DEFINITIONS

2. In this Bylaw:

"Annual Fee"	means the fee payable for the Municipal Collection Service for each Dwelling Unit, as set out under the Fees and Charges Bylaw.
"Approved Disposal Site"	means a site owned and operated by the Cowichan Valley Regional District, or licensed or otherwise approved by the Ministry of the Environment and Parks, for the deposit, disposal and/or processing of Waste.
"Assisted Set-Out Service"	means a service provided by the District to eligible residents who are physically or cognitively unable to set out the wheeled collection carts to meet the requirements of this Bylaw, where the District

	identifies a location on an eligible Dwelling Unit from where the District will collect each Collection Cart, empty the Collection Cart into the collection vehicle, and return the Collection Cart to the agreed upon location, all in accordance with Part 6 of this Bylaw.
"Automated Collection"	means the collection of Solid Waste using a specialized collection vehicle with a mechanical apparatus for the emptying of Collection Carts directly into the vehicle without the need for manual labour.
"Banned Recyclables"	means Recyclables not accepted under Recycle BC's Packaging and Paper Product Recycling Program for residential curbside collection, as may be amended or replaced from time to time.
"Bear Resistant"	means resistant to access by bears and other wildlife.
"Bear Resistant Cart"	means a Collection Cart, provided by the District, which is designed to be Bear Resistant.
"Bicycle Lane"	means a lane intended for the exclusive use of bicycles, skateboards, in-line skates, scooters, and/or other active modes of transportation, within a roadway used by motorized vehicles.
"Bi-Weekly"	means every other week.
"Cart Exchange"	means the exchange (maximum 4 per year) of a Collection Cart or Collection Carts made by request of an Owner of a Property involving the return of one or more Collection Carts and the replacement of the returned Collection Cart or Collection Carts with one or more different-sized Collection Carts.
"Cart Exchange Fee"	means the fee payable for a Cart Exchange, as set out under the Fees and Charges Bylaw.
"Collection Cart"	means a Garbage Cart or Organics Cart, supplied by the District through the Municipal Collection Service to a Dwelling Unit.
"Collection Container"	means a container for the collection of Waste provided by or approved for collection by a Private

Collection Service.

"Collection Day"

means the day or days scheduled for the Curbside Collection of Solid Waste from a Dwelling Unit as determined by the District in its sole discretion and as reflected in the Collection Schedule.

"Collection Point"

means the location on or adjacent to a Dwelling Unit where a Collection Cart is placed on Collection Day for optimal access by the specialized vehicle used for the Automated Collection.

"Collection Schedule"

means the calendar indicating the days on which Municipal Collection Service is provided to a Dwelling Unit within the District.

"Commencement Date"

means June 2, 2025.

"Community Charter"

means the *Community Charter*, S.B.C. 2003, c. 26.

"Contamination"

means the presence, as determined by the District:

- a. Garbage in an Organics Cart or Recycling Container;
- b. Recyclables in a Collection Cart;
- c. Organic Waste in a Garbage Cart or Recycling Container;
- d. Depot Recyclables in a Recycling Container or Organics Cart; or,
- e. Prohibited Waste in a Collection Cart or Recycling Container.

"Contamination Management Policy"

means the policy intended to afford residents with educational opportunities about Contamination through a series of escalating steps before enforcement is used as a compliance tool.

"Cul-de-sac"

means a length of local roadway made for vehicular use, the end of which is designed to be permanently closed by the pattern of subdivision; or which is terminated by a natural feature such as inaccessible terrain, so that there is no alternative vehicular route to another roadway.

"Curbside Collection"	means the Automated Collection of Garbage and Organic Waste or the Manual Collection of Recyclables from a Collection Point, individually or collectively, as determined by the Collection Schedule.
"Depot Recyclables"	means those products listed in Schedules 1-5 of the Recycling Regulation.
"Director"	means the District's Director of Operations or their designate.
"District"	means the Corporation of the District of North Cowichan.
"Dwelling Unit"	<p>means each self-contained building on a Property that has received an occupancy permit to be used as a habitation or place of residence and includes:</p> <ul style="list-style-type: none"> a. a Single Residential Dwelling; b. a Secondary Suite; and c. a Dwelling Unit of a Duplex, Triplex or Fourplex. <p>The above will be considered 2, 3 and 4 dwelling units respectively</p>
"Excess Medical Waste"	means Waste amounts generated in excess of the default or selected Garbage Cart due to medical conditions, examples of which include home dialysis and daily wound care.
"Fees and Charges Bylaw"	means the District of North Cowichan's Fees and Charges Bylaw No. 3784, 2020 as revised or replaced from time to time.
"Garbage"	means residential waste, rubbish, and noxious, offensive, unwholesome, or discarded matter, double bagged pet excrement or litter, vacuum cleaner bags & contents, broken glass, broken or irreparable/un-donatable items, cigarette butts, candles, diapers, sanitary napkins, masks, gloves, wipes, ribbon, string, mixed material packaging (for example, envelopes with plastic) and gum packs, but excludes Food Waste, Yard and Garden Waste, Organic Waste,

	Special Waste, Prohibited Waste, Recyclables, Depot Recyclables, Banned Recyclables, Styrofoam, human excrement, explosive materials, commercial and industrial waste, objects too large to enclose in Garbage Carts, and dangerous goods as defined in the <i>Transportation of Dangerous Goods Act</i> (S.C. 1992, C.34);
"Garbage Cart"	means the Collection Cart that has been supplied through the Municipal Collection Service to a Dwelling Unit for the collection of Garbage.
"Hazardous Waste"	has the same meaning as prescribed under the <i>Hazardous Waste Regulation</i> , BC Reg 63/88 enacted under the <i>Environmental Management Act</i> , as amended and replaced from time to time.
"Food Waste"	means kitchen waste that is compostable and includes food scraps, fruits, vegetables, meat, poultry, fish, shellfish, bones, bread, dough, baked goods, pasta, grains, eggs, dairy products, all other cooked and raw food products, pizza boxes, compostable paper bags, soiled paper towels and napkins, soiled paper plates and cups, soiled parchment paper, tea bags, coffee grounds and filters, and for certainty, excludes Yard and Garden Waste and non-compostable bags.
"Manual Collection"	means the collection of Recyclables using a specialized collection vehicle which requires manual labour for the emptying of Recycling Containers directly into the vehicle.
"Manufactured Home"	means a modular home and mobile home
"Mobile Home Park"	means a parcel of land on which manufactured homes are located and individual sites are made available on a long-term rental basis, together with a recreation area, and any buildings or structures accessory to the mobile home park.
"Municipal Collection Service"	means the service administered by the District for the collection of Solid Waste as set out in this Bylaw.

"Occupier"	means a person occupying a Dwelling Unit.
"Organics Cart"	means the Collection Cart that has been supplied through the Municipal Collection Service to a Dwelling Unit for the collection of Organic Waste.
"Organic Waste"	means commingled Food Waste and Yard and Garden Waste.
"Owner"	has the same meaning as defined under the <i>Community Charter</i> .
"Parking Lane"	means a zone within a roadway designed only for the parking of vehicles in a parallel fashion in accordance with the regulations of the District's Traffic Regulations Bylaw as amended or replaced from time to time or the <i>Motor Vehicle Act</i> , R.S.B.C. 1996, c. 318.
"Private Collection Service"	means a private service for the collection and disposal of Solid Waste from an Unserviceable Property that is arranged and managed by the Owner or occupier of an Unserviceable Property, and which is not administrated by the District.
"Property"	means real property within the jurisdiction of the District.
"Prohibited Waste"	means all waste classified as prohibited in Schedule A of the <i>CVRD Bylaw No. 4412 – Solid Waste Fees and Regulations Bylaw, 2022</i> as amended or replaced from time to time.
"Recyclables"	means residential recyclable materials that are acceptable for Curbside Collection as determined by Recycle BC, and as set out in the Recycling Regulation, but does not include Depot Recyclables.
"Recycle BC"	means the not-for-profit agency named <i>Recycle BC</i> with which the District has entered into a Master Services Agreement related to Recyclables collection.
"Recycling Container"	means a container supplied by an Owner or Occupier that must be clearly marked to indicate that it contains Recyclables or the recycling bag that may be

bought from the District for the fee prescribed in the Fees and Charges Bylaw.

“Recycling Regulation”

means the *Recycling Regulation*, BC Reg. 449/2004 enacted under the *Environmental Management Act*, as amended or replaced from time to time.

“Secondary Suite”

means a legal, additional Dwelling Unit such as an attached suite in a Single Residential Dwelling or a detached second Dwelling Unit.

“Single Residential Dwelling”

means a single detached home also referred to as a single-family dwelling.

“Special Waste”

means Hazardous Waste, pathological waste, explosives, radioactive material, paint and paint products, and all waste resulting from a commercial, industrial, or manufacturing operation.

“Solid Waste”

means Garbage, Organic Waste, and Recyclables.

“Strata Corporation”

has the same meaning as in the *Strata Property Act*.

“Unserviceable Property”

means a Property that has been excluded from receiving the Municipal Collection Service in accordance with this Bylaw.

“Waste”

means Solid Waste, Special Waste, Prohibited Waste, Banned Recyclables and Depot Recyclables.

“Waste Audit”

means an audit of Solid Waste conducted in accordance with Part 8 of this Bylaw.

“Yard and Garden Waste”

means vegetation removed from gardens, lawns, shrubs and trees, including prunings from shrubs and trees no greater than 1.5 cm in diameter and 60 cm in length.

PART 3 – GENERAL

3. Any enactment referred to herein is a reference to an enactment of British Columbia and/or its regulations, as amended or replaced from time to time.

ROLE OF THE DIRECTOR

4. The Director is authorized to administer and enforce this Bylaw including the supervision, control and direction of the collection, removal, and disposal of Solid Waste.
5. The Director must designate days and routes for collection of Solid Waste, which will be reflected in the Collection Schedule.
6. The Director may modify or amend the Contamination Management Policy as the Director deems operationally necessary or where such modification or amendment is required to uphold, maintain, or ensure consistency with the requirements of the Master Services Agreement with Recycle BC, all in the sole discretion of the Director.

DUTIES OF OWNERS AND OCCUPIERS

7. Every Owner of Property and every Occupier that generates Solid Waste must comply with the provisions of this Bylaw.
8. Every Owner of a Dwelling Unit and every Occupier must participate in the Municipal Collection Service and must ensure that all Solid Waste generated on the Property is collected and disposed of in accordance with this Bylaw. All Collection Carts provided to Owners or Occupiers under this Bylaw must remain at the Property at all times and cannot be returned to the District except in accordance with this Bylaw.
9. By complying with this Bylaw, a person is not relieved of any other obligation that they may have under any other federal, provincial or municipal enactments in respect of the storage and disposal of Waste generated on a Property.

PART 4 – MUNICIPAL COLLECTION SERVICE

MANDATORY COLLECTION SERVICE

10. As of the Commencement Date, but subject to section 11, the District will provide the Municipal Collection Service for the collection, removal, and disposal of Solid Waste by way Curbside Collection for all Dwelling Units on the following schedule:
 - a. weekly Curbside Collection of the Organics Cart; and
 - b. alternating Bi-Weekly Curbside Collection of the Garbage Cart and Recycling Containers.
11. The frequency and schedule of the provision of the Municipal Collection Service is subject to change from time to time, as determined by the Director in their sole discretion, or as otherwise necessary to respond to environmental, emergency, or other unforeseeable circumstances. For greater certainty, any failure by the District to provide the Municipal Collection Service to any Dwelling Unit in accordance with the schedule in this Bylaw does

not constitute a breach of this Bylaw.

CART AND CONTAINER SET OUT CRITERIA

12. On Collection Days, the Owner of a Dwelling Unit or the Occupier will:
 - a. place Collection Carts and Recycling Containers, with the lids in the fully closed position, between 5 AM and 8 AM;
 - b. place Collection Carts at one of the following Collection Points:
 - i. on the unpaved shoulder of the roadway or alley, adjacent to the Property line for the Dwelling Unit;
 - ii. in front of the curb or sidewalk on the roadway adjacent to the Property line for the Dwelling Unit;
 - iii. in the driveway directly behind the curb adjacent to the Property line for the Dwelling Unit when parked cars prevent roadway placement;
 - iv. behind the curb or sidewalk adjacent to the Property line for the Dwelling Unit when a Bicycle Lane prevents roadway placement; or,
 - v. in a Parking Lane when a Bicycle Lane and a Parking Lane are both present, adjacent to the Property line for the Dwelling Unit;
 - c. place Collection Carts in a manner that an Automated Collection vehicle arm with a reach of three and a half (3.5) meters can collect the Collection Carts;
 - d. place Recycling Containers in a manner such that the Recycling Containers can be handled from street level and are easily accessible from any curb, roadway, or lane adjacent to the Property line for the Dwelling Unit;
 - e. in the case of Cul-de-sacs, ensure that, where possible, all vehicles are parked on the Property and not on the roadway, all obstacles are moved off of the roadway, and otherwise all District bylaws and regulations are followed with respect to parking vehicles in Cul-de-sacs;
 - f. ensure all latching devices, if any, are unlatched by 8 AM;
 - g. place all Collection Carts with a minimum one (1) meter of clearance space on all sides of each Collection Cart, with three (3) meters of clearance space above each Collection Cart, and with one (1) meter of clearance space from parked vehicles;
 - h. place Collection Carts with the handle facing the Property;
 - i. remove all Collection Carts from the roadway, alley, shoulder, Parking Lane, or other Collection Point no later than 10 PM; and
 - j. comply with any other direction given by the District in respect of the timing, placement, or location of the Collection Carts and Recycling Containers.

13. Where there is any snow fall in the District on a Collection Day, the Owner of a Dwelling Unit or the Occupier will not place Collection Carts or Recycling Containers behind, on top of, or otherwise obstructed by snow or snow banks and will:
 - a. clear a flat spot adjacent to the end of the driveway of the Dwelling Unit of all snow and ice for placement of the Collection Carts and Recycling Containers; or
 - b. place Collection Carts and Recycling Containers on a cleared driveway if within three and a half (3.5) meters of the roadway.
14. Each Owner of a Dwelling Unit or Occupier will, with respect to any Collection Cart and Recycling Containers located on their Property:
 - a. maintain the Collection Cart and Recycling Container in a clean and sanitary condition;
 - b. ensure the Collection Cart and Recycling Containers do not become noxious, offensive, or dangerous to public health;
 - c. ensure that the Collection Cart and Recycling Containers do not overflow by adhering to capacity limits set out in this Bylaw;
 - d. clean up any spillage from the Collection Cart and Recycling Containers before or after any collection;
 - e. prevent liquid from entering or accumulating inside the Collection Cart and Recycling Containers; and
 - f. store Garbage and Organic Waste in the appropriate Collection Cart in a manner that is Bear Resistant and which otherwise avoids attracting wildlife.
15. Every Owner of a Dwelling Unit or Occupier will ensure that:
 - a. Garbage, Organic Waste, and Recyclables are placed in the appropriate Collection Carts and Recycling Containers, without Contamination;
 - b. Banned Recyclables, Prohibited Waste, and Special Waste is not stored in the Collection Carts or Recycling Containers, and all Banned Recyclables, Prohibited Waste, and Special Waste do not accumulate at the Property and are disposed of by the Owner or Occupier at an Approved Disposal Site; and
 - c. the Collection Carts and Recycling Containers are only used in connection with the Municipal Collection Service and in accordance with this Bylaw.
16. The District may discontinue or suspend service to a Dwelling Unit, in the sole discretion of the Director, where the Owner of the Dwelling Unit or the Occupier does not comply with the requirements under this Bylaw, including but not limited to the requirements under Part 4 of this Bylaw.
17. No Owner of a Dwelling Unit or Occupier may opt out of the Municipal Collection Service.

COLLECTION CARTS

18. The Owner of a Dwelling Unit shall pay all fees and charges for the Municipal Collection Service, as set out in the Fees and Charges Bylaw.
19. The District will provide the Collection Carts outlined in Table 1 [Default Collection Carts] by default to each Dwelling Unit, unless otherwise requested by an Owner or Occupier and agreed to by the District. These Collections Carts will not be Bear Resistant Carts.

Table 1. Default Collection Carts

Type of Dwelling Unit	Capacity Limit for Collection Carts: Liters (L)
Single Residential Dwelling	Default size: 1 x 80L Organics Cart Default size: 1 x 80L Garbage Cart
Single Residential Dwelling with Secondary Suite	Default size: 1 x 120L Organics Cart Default size: 1 x 240L Garbage Cart

20. The District will supply Bear Resistant Carts, available in 120L and 240L sizes only, to a Dwelling Unit upon submission by the Owner of a Cart Exchange request for a Bear Resistant Cart. The additional fees for Bear Resistant Carts are set out in the Fees and Charges Bylaw.
21. All Collection Carts supplied by the District in connection with the Municipal Collection Service will remain the property of the District.
22. All Collection Carts will remain on the Property of the Dwelling Unit to which they were issued unless removed in accordance with this Bylaw. The District will have the right to inspect, alter, remove or replace the Collection Carts at any time and for any reason and an Owner of a Dwelling Unit or an Occupier must provide the District with reasonable access to Collection Carts for this purpose, upon request.
23. The District will not collect any Garbage or Organic Waste which exceeds the capacity (by weight or volume) of the Collection Carts as set out in Table 2 [Cart Weight and Volume Limits].

Table 2. Cart Weight and Volume Limits

80L Cart	120L Cart	240L Cart
Maximum weight 36KG (80LB)	Maximum weight 59KG (130LB)	Maximum weight 109KG (240LB)

24. Collection Carts will not be used for any purpose other than their intended use, which is the disposal of Garbage or Organic Waste, in accordance with this Bylaw.
25. The Owner of a Dwelling Unit or the Occupier will notify the District if a Collection Cart is damaged, lost, or stolen, and the District may repair or replace the Collection Cart in the District's sole discretion and subject to the Owner paying the Cart Exchange Fee as required.

26. If a Collection Cart is damaged, lost, or stolen due to the negligence of the Owner or Occupier, as determined by the Director in their sole discretion, the District may repair or replace the Collection Cart and the Owner will reimburse the District for all costs of such repair or replacement of the Collection Cart, as required, in addition to paying the Cart Exchange Fee.
27. Liners are optional in Collection Carts, and acceptable liners include paper bags, newspaper or boxboard. Plastic liners cannot be used in Organics Carts, even if they are labeled compostable.

CART EXCHANGES

28. On or after September 1, 2025, an Owner of a Dwelling Unit may request from the District, in the form required by the District (the Cart Exchange Request Form), an exchange of one or more Collection Carts of a different size, other than a Bear Resistant Cart, once every 3 months (a "Cart Exchange Request"). The Director, in their sole discretion, may deny a Cart Exchange Request for any reason, including, without limitation, based on the District's inventory of Collection Carts.
29. Acceptable Cart Exchange Requests are as follows:

Single Residential Dwelling Options

1. A Dwelling Unit with an 80L Collection Cart may request an upsized 120L Collection Cart from the District, and pay the applicable Annual Fee as set out in the Fees and Charges Bylaw.
2. A Dwelling Unit with a 120L Collection Cart may request an upsized 240L Collection Cart, or a downsized 80L Collection Cart from the District, and pay the applicable Annual Fee as set out in the Fees and Charges Bylaw.
3. A Dwelling Unit with a 240L Collection Cart may request a downsized 120L or 80L Collection Cart from the District, and pay the applicable Annual Fee as set out in the Fees and Charges Bylaw.

Single Residential Dwelling with Secondary Suite Options

Attached Secondary Suite

4. A Single Residential Dwelling with an attached Secondary Suite may request:
 - a. a 240L Garbage Cart and a 120L Organics Cart (default); or
 - b. a 240L Garbage Cart and a 80L Organics Cart.

Detached Secondary Suite

5. A Single Residential Dwelling with a detached Secondary Suite may request:

- a. two 80L Garbage Carts and two 80L Organics Carts;
- b. a 120L Garbage Cart, a 120L Organics Cart, a 80L Garbage Cart and a 80L Organics Cart;
- c. a 240L Garbage Cart and a 120L Organics Cart; or
- d. a 240L Garbage Cart and a 240L Organics Cart.

- 30. Attached Secondary Suites may request the size options offered for detached Secondary Suites, and the decision will be based in part on the Property frontage and the ability for proper separation of the Collection Carts. The Director, in their sole discretion, may deny a request for any reason.
- 31. A Cart Exchange Fee will be charged to exchange a Collection Cart regardless of upsizing or downsizing and is in addition to the Utility fee adjustment made to reflect a change in Collection Cart size at the Property. If both the Garbage Cart and Organics Cart are exchanged at the same time, the Cart Exchange Fee will cover the exchange of both Collection Carts.
- 32. Owners of Dwelling Units or Occupiers having Solid Waste for disposal in any one collection period of the Collection Schedule which exceeds the limitations set out in section 23 of this Bylaw shall make their own arrangement for disposal at an Approved Disposal Site.

EXCESS MEDICAL WASTE

- 33. If the Owner of a Dwelling Unit or the Occupier generates Excess Medical Waste at the Dwelling Unit in a volume or weight that regularly exceeds the permitted volume or weight of Garbage permitted under this Bylaw, the Director at their discretion may upgrade the size of their requested (or default) Garbage Cart to one size larger, at no additional fee, as follows:
 - a. the Cart Exchange Fee will be waived;
 - b. the annual utility fee will be set as for the default sized Garbage Cart; and
 - c. the District reserves the right to audit the use of this Excess Medical Waste service and discontinue at any time if the service is no longer required.

RECYCLABLES AND RECYCLING CONTAINERS

- 34. There is no limit to the number of Recycling Containers that may be put out for collection from each Dwelling Unit on Collection Day for Recyclables.
- 35. Recycling Containers must be clearly marked to indicate that they contain Recyclables.
- 36. Re-usable bags for use as Recycling Containers or labels for Recycling Containers may be purchased from the District for the fee prescribed in the Fees and Charges Bylaw.

37. No person may place Recyclables or Organic Waste along with Garbage in a Garbage Container.
38. Clear bags are not accepted for the collection of Recyclables and they may not be used in place of a Recycling Container.
39. Shredded paper must be placed in a paper bag or box before it is placed in a Recycling Container.
40. Corrugated cardboard, including packing boxes, must be flattened and tied in bundles; cut no bigger than 2'x3'.
41. A Recycling Container must:
 - a. be cylindrical or rectangular;
 - b. be made of galvanized steel, aluminum, hard plastic, or rubber;
 - c. have capacity no greater than 120L (30 US gal);
 - d. have a maximum weight of 20kg (44 lbs) when full;
 - e. have a removable lid, if applicable;
 - f. have strong handles affixed to allow it to be easily lifted; and
 - g. be designed to be manually lifted (i.e., no automated totes or carts).
42. Examples of acceptable Recycling Containers include:
 - a. a blue recycling tote bin no larger than 30 Gallons.;
 - b. a standard garbage can with removal lid (max 120L); and
 - c. the re-usable bag purchased from the District under section 36.

Duties of owners and occupiers

43. Every Owner of a Dwelling Unit or Occupier must, at their own expense, replace their Recycling Container if it becomes lost, stolen, misplaced, broken, dangerous to handle, no longer waterproof, or otherwise unsuitable for continued use.

PART 5 – PROPERTIES EXCLUDED FROM MUNICIPAL COLLECTION SERVICE

44. Each of the following are considered to be an Unserviceable Property:
 - a. a multi-residential apartment or condominium;
 - b. an industrial, commercial and/or institutional Property, or a Dwelling Unit located on such a Property;
 - c. a Strata Corporations;
 - d. a Mobile Home Park; and

- e. a Property that is otherwise determined to be an Unserviceable Property in accordance with this Bylaw.
- 45. Notwithstanding section 44 of this Bylaw, the Director may, on application from an Owner of a Property, and on any terms or conditions required by the Director in their sole discretion, agree to provide the Municipal Collection Service to any Property.
- 46. A Property will be considered an Unserviceable Property where the Director determines, in their sole discretion, that the Property or any Dwelling Unit located at the Property cannot be a part of the Municipal Collection Service for one or more of the following reasons:
 - a. road configuration;
 - b. grade of the Property or any public road, lane, or access route to the Property;
 - c. physical condition of the public road, lane, or access route to the Property;
 - d. public safety;
 - e. conflict with other municipal bylaws or other municipal, provincial or federal regulations;
 - f. operational constraints on the District, including the availability of District resources;
 - g. the presence of an unsafe person, animal, natural or other hazard at the Property;
 - h. an Owner of a Property is not in compliance with any of the provisions of this Bylaw, including non-payment of all required fees and charges for the Municipal Collection Service; or
 - i. any other reason as determined by the Director acting reasonably.
- 47. At any time, the District may discontinue or suspend the Municipal Collection Service to any Dwelling Unit where the Director determines, in accordance with this Bylaw, that the Dwelling Unit is an Unserviceable Property, and where the District provides notice to the Owner or Occupier that the Property is an Unserviceable Property.
- 48. Upon receiving notice from the District that a Property has been deemed an Unserviceable Property in accordance with this Bylaw, the Owner or Occupier of the Unserviceable Property will promptly comply with all requirements of this Bylaw in respect of Unserviceable Properties, including arranging for a Private Collection Service for all Solid Waste.
- 49. Other than where the Municipal Collection Service has been discontinued by the District for an Owner's non-payment of any fees, where a Property is excluded from the Municipal Collection Service under this Bylaw, the Owner or Occupier of that Property will not be required to pay any fees or charges for the Municipal Collection Service as long as the Property remains excluded from the Municipal Collection Service.

50. Where a Property is excluded from the Municipal Collection Service under this Bylaw, the Owner or Occupier of that Property will not cause or permit any Solid Waste to accumulate at the Property and will ensure the proper storage of any Solid Waste by using a Collection Container or Recycling Container for the storage of Solid Waste in such a way as to ensure:
- a. it is maintained in a clean and sanitary condition;
 - b. it does not become noxious, offensive or dangerous to public health;
 - c. it does not overflow;
 - d. all spillage from it is cleaned before or after collection;
 - e. liquid does not enter or accumulate inside it; and
 - f. it is Bear Resistant.
51. Where a Property is excluded from the Municipal Collection Service under this Bylaw, the Owner or Occupier of that Property will ensure that all Waste generated at the Property, including all Solid Waste, is disposed of at an Approved Disposal Site by a Private Collection Service, at the Owner or Occupier's sole expense.
52. The Owner or Occupier of an Unserviceable Property must ensure that collection of Solid Waste by a Private Collection Service is done at intervals that avoids the accumulation of Solid Waste on the Property.

PART 6 – ASSISTED SET-OUT SERVICE

53. Where an Owner or Occupier is physically or cognitively unable to reasonably comply with Part 4 of this Bylaw and does not have an able-bodied person assisting them with their household activities, the Owner may apply to the Director for the provision of an Assisted Set-Out Service for Collection Carts in the form required by the District. The Assisted Set-Out Service does not apply to Recycling Containers.
54. The Owner shall submit a completed Assisted Set-Out Service application form for the Director to determine, in their sole discretion, whether the Owner or Occupier requires such assistance.
55. On an application for the Assisted Set-Out Service, the Director may require the applicant to provide any information the Director deems necessary to determine if the applicant qualifies for the Assisted Set-Out Service, including without limitation:
- a. information confirming that the Owner or Occupier does not have an able-bodied person assisting them with their household activities; or
 - b. a site inspection of the Dwelling Unit or Property where the Owner or Occupier resides to ensure that staff can safely and effectively provide the service.

56. The Director, in their sole discretion, may refuse an application for Assisted Set-Out Service or, on written notice to the Owner or Occupier, cease providing the Assisted Set-Out Service for any reason, including without limitation:
- a. the Owner or Occupier is a seasonal or part-time resident of the District;
 - b. the physical layout of the Property where the Dwelling Unit is situated, or any nearby Property or roadway, makes the provision of the Assisted Set-Out Service unsuitable;
 - c. limits on the available resources of the District to provide the Assisted Set-Out Service;
 - d. the presence of unrestrained pets on the Property;
 - e. the repeated inability for staff to safely access the Property or the Collection Cart; or,
 - f. the Owner or Occupier has not provided the Director with sufficient information for the Director to determine that they qualify or continue to qualify for the Assisted Set-Out Service.
57. For certainty, the provision of all of the information required under this Bylaw on an application for the Assisted Set-Out Service does not guarantee that the District will provide the Assisted Set-Out Service to the Owner or Occupier.
58. As a condition of the Assisted Set-Out Service, the Owner or Occupier will ensure that the Collection Carts are at all times freely accessible on Collection Day and not enclosed within any building or gated area.
59. Upon the District's approval of the Assisted Set-Out Service, the Owner or Occupier will enter into a signed agreement with the District, confirming their responsibilities and providing a release or waiver of claims against the District.
60. The Owner will pay any fees for the Assisted Set-Out Service as set out in the Fees and Charges Bylaw on an annual basis.
61. The District 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 approved applicants on the condition that they waive any claims against the District for any property or other damage as a result of the District providing the Assisted Set-Out Service, whether or not such damage was caused by the negligence of the District.

PART 7 – MANAGEMENT OF WASTE

62. No person will accumulate, spill, drop, dump, or dispose of any Waste on any street, sidewalk, boulevard, park or other lands owned by the District.
63. No person, except the Owner or Occupier of the Dwelling Unit to which the Collection Carts were supplied by the District, will:
 - a. remove any Garbage or Organic Waste from Collection Carts, or Recyclables from the Recycling Containers, prior to collection by the District; or
 - b. add any Garbage or Organic Waste to Collection Carts, or Recyclables to the Recycling Containers, prior to collection by the District.

PART 8 – WASTE AUDITS AND RIGHT OF ENTRY

64. The District has the right to inspect all materials inside Collection Carts and Recycling Containers on Collection Day or at any other time for the purposes of determining the presence of Contamination, to perform a Waste Audit, or for any other reason as determined by the Director, in their sole discretion.
65. The District has the right to perform a Waste Audit at any time, which will include inspection of the Collection Carts or Recycling Containers in an effort to ensure Solid Waste is placed in the appropriate Collection Cart or Recycling Containers and that there is no Contamination.
66. A person must not obstruct or interfere with a Bylaw Enforcement Officer or other representative of the District carrying out their functions pursuant to this Bylaw, including on any inspection by the District.

PART 9 - CHARGES AND FEES

67. The charges and fees set out in the Fees and Charges Bylaw, including the Basic Annual Fee, are payable by the Owner or Occupier of each Dwelling Unit and will form a charge on the Dwelling Unit, or the Property on which the Dwelling Unit is situated, and may be recovered in the same manner and by the same means as taxes in arrears. The charges and fees are payable whether or not:
 - a. the Dwelling Unit is occupied;
 - b. any Owner or Occupier of the Dwelling Unit makes use of the Municipal Collection Service; or

- c. the Municipal Collection Service is interrupted, temporarily ceased, changed in any manner by the District, or not provided by the District due to an Owner or Occupier's non-compliance with this Bylaw.
- 68. An Owner of a Dwelling Unit or an Occupier must dispose of their own Solid Waste if the Municipal Collection Service is interrupted for any reason.
- 69. The charges and fees set out in the Fees and Charges Bylaw will be levied by the District for each Dwelling Unit as identified in this Bylaw, including the Cart Exchange Fee.
- 70. The charges and fees set out in the Fees and Charges Bylaw will be invoiced tri-annually, with the exception of the Cart Exchange Fee and/or a replacement cart fee which will appear on the next Utility invoice and may be combined with other utilities provided and invoiced by the District.
- 71. Where the Municipal Collection Service is provided or changed in any way to any Dwelling Unit after the first day of January in any year, the charges pursuant to this Bylaw will be calculated as follows:
 - a. For a newly constructed Dwelling Unit, the charges for that year will apply upon the earlier of occupancy, the issuance of an Occupancy Permit or where there is evidence that the Dwelling Unit is available for occupancy, and the full annual charge according to the Fees and Charges Bylaw will be prorated by the number of days in the full months remaining in the calendar year in which the Municipal Collection Service starts.
 - b. For an existing Dwelling Unit, the charges for that year will apply from the date the Municipal Collection Service begins or is altered and will be prorated by the number of days in the full months remaining in the calendar year in which the Municipal Collection Service starts.
- 72. No complaint of an error for rates or charges billed under this Bylaw will be considered, and no adjustment of any such error will 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 by the District. After the termination of this period, all such user rates or charges will be deemed to have been properly and correctly made.
- 73. All charges levied on a Property do not in any way imply that the use of the Property by the Owner or Occupier is legal or otherwise in compliance with the District's bylaws. In levying the charges, the District is in no way determining that a Property is in compliance with other District bylaws and the District reserves all of its rights to enforce its bylaws at any time.

PART 10 - OFFENCE AND PENALTY

74. Any Owner of a Property or Occupier that places Contamination in the Collection Carts in breach of this Bylaw may be subject to, in addition to all other rights and remedies available to the District, the actions defined in the Contamination Management Policy, or the Bylaw Offence Notice Enforcement Bylaw.
75. When requested by a Bylaw Enforcement Officer, or any other person authorized by the District, any person including an Owner who has apparently committed an offence under this Bylaw will correctly state their name and address.
76. Every person will 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 District, in the performance of their duties enforcing the provisions of this Bylaw.
77. 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 may be issued a municipal ticket in accordance with Division 3 of Part 8 of the *Community Charter*, S.B.C. 2003, c. 26.
78. Where there is an offence that continues for more than one day, separate fines may be issued for each day in respect of which the offence occurs or continues.
79. Any person who contravenes any provisions of this Bylaw is liable to the District for and must indemnify the District from all costs, expenses, damages, and injuries resulting from the contravention.
80. The District may, in its sole discretion, enforce compliance with this Bylaw or any non-payment of fines issued for non-compliance with this Bylaw by temporarily or permanently discontinuing the provision of the Municipal Collection Service to any person. The District's temporary or permanent discontinuance of the Municipal Collection Service under this Bylaw does not in any way limit the District's right to collect all fees associated with the Municipal 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 Waste from their Property.
81. Nothing in this Bylaw limits the District from utilizing, enforcing or relying on any other remedy that is otherwise available to the District under this Bylaw or at law generally.

PART 11 - SEVERABILITY

82. Each provision 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 will not be deemed to affect or impair the validity of any other provision, unless a Court otherwise determines.

PART 12 - REPEAL

83. Waste Collection Bylaw No. 3466, and all amendments thereto, is hereby repealed.

READ a first time on _____.
READ a second time on _____.
READ a third time on _____.
ADOPTED on _____.

CORPORATE OFFICER

PRESIDING MEMBER