



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 4641

A Bylaw to Regulate the Residential Curbside Collection of Garbage, Organics, and Recyclables

WHEREAS the *Local Government Act* authorizes the Cowichan Valley Regional District (CVRD) to require a person use a waste disposal or recycling service provided by the CVRD and to establish a bylaw to regulate the storage, collection and management of municipal solid waste and recyclable material, as those terms are defined in the *Environmental Management Act*, which definition includes a product or substance that has been diverted from disposal and is organic material that is capable of being composted;

AND WHEREAS pursuant to CVRD Bylaw No. 1758 "*CVRD – Solid Waste Management Local Service Establishment Bylaw No. 22, 1996*" - a *Bylaw to establish Solid Waste Management as a Local Service within the Regional District*, the CVRD established a service for the collection of municipal solid waste and recyclable material;

AND WHEREAS the *Local Government Act* enables the CVRD to require owners and occupiers of real property to remove trade waste, garbage, rubbish and other matter from their property and take it to a specified place;

AND WHEREAS the Board of Directors of the CVRD has determined that it is consistent with the objectives of the Solid Waste Management Plan to require certain persons to use the Collection Service provided by or on behalf of the CVRD and to regulate the storage, collection and disposal of municipal solid waste and recyclable material pursuant to this Bylaw;

NOW THEREFORE the Board of the CVRD, in an open meeting assembled, enacts as follows:

1. CITATION

This bylaw may be cited as "**CVRD Bylaw No. 4641 - Residential Curbside Collection Bylaw, 2025**".

2. DEFINITIONS

- 2.1. In this bylaw, unless the context otherwise requires, the following words, terms, and phrases have the corresponding meaning:

- “Accessory Dwelling Unit”*** means a Dwelling Unit that is accessory to the Principal Dwelling Unit on the same Parcel, regardless of whether it is attached to or detached from the Principal Dwelling Unit.
- “Approved Disposal Site”*** means a site owned and operated by the Regional District or licensed by the Regional District and/or the Ministry of Environment and Parks, for the deposit, disposal or processing of Solid Waste.
- “Approved Curbside Premises”*** means a premises approved by the Manager for the Collection Service per Part 6.
- “Attached Suite”*** means an Accessory Dwelling Unit that is located within a building that also contains a Principal Dwelling Unit, whether or not the Attached Suite is permitted under applicable Regional District Zoning Bylaw.
- “Banned Recyclables”*** means Recyclables not accepted for curbside collection under the Recycle BC program, as may be amended or replaced from time to time, and includes the following Recycle BC depot collected materials:
- a) flexible packaging; and
 - b) foam packaging.
- “Bear-Resistant”*** means a design to prevent access by bears and other wildlife during the storage of Solid Waste in advance of curbside collection, as approved by the Manager.
- “Bear-Resistant Enclosure”*** means a fully enclosed structure having four sides, a roof, doors, and a locking device designed to prevent access by bears and other wildlife, and for clarity, includes a garage or other robust structure as approved by the Manager.
- “Board Policy”*** means a policy approved by the Board of the Regional District in accordance with Part 18.
- “Bylaw Enforcement Officer”*** means persons carrying out functions on behalf of the Regional District to enforce this bylaw and includes:
- a) Bylaw Enforcement Officer;
 - b) Solid Waste Compliance Officer; and
 - c) Manager.
- “Chief Financial Officer”*** means the person carrying out the function of the Chief Financial Officer at the Regional District or that person’s delegate or designate from time to time.

<i>“Collection Container”</i>	means a Garbage Tote or Recyclables Tote or Organics Tote or Glass bin that is owned by the Regional District and provided to each Dwelling Unit receiving Collection Service.
<i>“Collection Container Set”</i>	means three (3) Collection Totes, one (1) for Garbage, one (1) for Organics, and one (1) for Recyclables, and one bin (1) for Glass, provided by the Regional District.
<i>“Collection Day”</i>	means the day scheduled for curbside collection of Garbage, Organics, Recyclables, Glass or any combination of these services.
<i>“Collection Service”</i>	means a service for the curbside collection of residential Garbage, Organics, Recyclables and Glass by the Regional District or Contractor.
<i>“Collection Tote”</i>	means a wheeled tote owned by the Regional District and provided to each Dwelling Unit for use in the Collection Service.
<i>“Commencement Date”</i>	means June 2, 2025.
<i>“Composting Facility”</i>	means a facility that composts Organics 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 Recyclables.
<i>“Contamination”</i>	<p>means the presence of any Hazardous Waste, Prohibited Material or Construction and Demolition Waste in any Collection Container and the presence of:</p> <ul style="list-style-type: none">a) Garbage in the Collection Containers for Organics, Recyclables or Glass;b) Recyclables in the Collection Containers for Organics or Glass;c) Glass in the Collection Totes for Organics or Recyclables; ord) Organics in the Collection Containers for Recyclables or Glass.
<i>“Contractor”</i>	means a person or persons under contract with the Regional District to provide the Collection Service.
<i>“Detached Suite”</i>	means an Accessory Dwelling Unit that is itself, or is located within, an accessory building on a Parcel of land that contains at least one other Dwelling Unit, whether or not the Detached Suite is permitted under the applicable Regional District Zoning Bylaw.

“Dwelling Unit”

means one or more attached habitable rooms in a building used and occupied or intended to be used and occupied by a person or group of persons residing together, that contains or provides for the installation of:

- a) no more than one kitchen;
- b) no more than one kitchenette;
- c) one or more washrooms; or
- d) one or more sleeping areas.

“Eligible Curbside Premises”

means any Parcel in the Service Area that generates Garbage and/or Organics and/or Recyclables that is not a Mandatory Curbside Premises.

“Environmental Management Act”

means the *Environmental Management Act*, SBC 2003, c 53.

“Food Waste”

means compostable food material and other materials accepted at a Composting Facility, generated within the Service Area, including:

- a) fruits and vegetables;
- b) meat, fish, shellfish, poultry and bones thereof;
- c) dairy products;
- d) eggs and eggshells;
- e) bread, pasta and other dry and baked foods;
- f) tea, tea bags, coffee grounds and paper coffee filters;
- g) food-soiled paper products such as plates, cups, takeout containers and pizza boxes;
- h) food-soiled paper towels and napkins;
- i) food-soiled parchment paper; and
- j) all other cooked, preserved and raw food products.

“Garbage”

means Solid Waste other than Organics, Recyclables and Glass generated within the Service Area, but does not include Construction and Demolition Waste, Hazardous Waste, Prohibited Material or any other items determined by the Manager to be unsuitable for the Collection Service because of its characteristics from time to time.

“Glass”

means non-deposit glass bottles and jars accepted through the Recycle BC program.

“Hazardous Waste”

means any chemical compound, mixture, substance or article included in the definitions of “e-waste”, “moderate risk waste” or “hazardous waste” in the *Hazardous Waste Regulation*, BC

	Reg. 63/88, enacted under the <i>Environmental Management Act</i> .
"Industrial, Commercial and Institutional Waste"	means all Solid Waste resulting from the operation of industrial, commercial and institutional sources.
"Manager"	means the person carrying out the function of manager at the Regional District with responsibility for Solid Waste or that person's delegate or designate from time to time.
"Mandatory Curbside Premises"	means any Parcel in the Service Area that has a building that is itself, or contains within it, a Dwelling Unit, as more particularly described in Section 4.2, and that is not prohibited from receiving the Collection Service according to Section 4.3.
"Manufactured Home"	means a Dwelling Unit that is built off-site and then transported to a final location, which may or may not be a Manufactured Home Park, and includes modular and mobile homes.
"Manufactured Home Park"	means a land use that permits two or more sites on which a Manufactured Home may be located.
"Occupier"	means the person or persons residing at a Mandatory Curbside Premises.
"Organics"	means comingled Food Waste and Yard and Garden Waste.
"Owner"	includes an "owner" as set defined in the <i>Community Charter</i> , SBC 2003, c 26, and an agent on behalf of the owner.
"Parcel"	means any lot, block or other area in which land is held or into which it is subdivided, including a bare land strata lot and a water lot, but does not include a highway.
"Principal Dwelling Unit"	means a Dwelling Unit that is permitted as a primary use under the applicable Regional District Zoning Bylaw.
"Private Collection Service"	means the collection of Garbage, Recyclables, and Organics by means other than the Collection Service from any location that generates Solid Waste and that is not an Approved Disposal Site.
"Prohibited Material"	means waste prohibited from disposal by the Regional District at its Approved Disposal Sites in accordance with the classifications and disposal requirements of the <i>CVRD Solid Waste Fees and Regulations Bylaw</i> .
"Recyclable Material"	has the same meaning as "recyclable material" in the <i>Environmental Management Act</i> .

“Recyclables”	means Recyclable Material accepted for curbside collection through the Recycle BC program, but does not include Glass.
“Regional District”	means the Cowichan Valley Regional District.
“Residential Strata Lot”	has the meaning defined in the <i>Strata Property Act</i> , SBC 1998, c 43.
“Service Area”	means the boundaries of the Regional District as provided by letters patent and all amendments thereto except: <ul style="list-style-type: none">a) The District of North Cowichan;b) The Town of Ladysmith;c) The City of Duncan; andd) The Town of Lake Cowichan.
“Serviced Premises”	means any location that receives the Collection Service under this bylaw, either as a Mandatory Curbside Premises or as an Approved Curbside Premises.
“Solid Waste”	has the same meaning as “municipal solid waste” in the <i>Environmental Management Act</i> .
“Solid Waste Management Plan”	means the Regional District’s Solid Waste Management Plan.
“Source Separation Plan”	means a written document prepared by or on behalf of an Owner or Occupier describing the Private Collection Service, including but not limited to information on how Garbage, Organics and Recyclables are removed from their property and the location to which those materials are taken for disposal.
“Townhouse Complex”	means a building or buildings containing three (3) or more strata titled Dwelling Units, where each Dwelling Unit has a separate entrance at the first story level.
“Unserviced Premises”	means any location that does not receive the Collection Service.
“Yard and Garden Waste”	means vegetation 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.
“Zoning Bylaw”	means any of the following Regional District zoning bylaws: <ul style="list-style-type: none">a) CVRD South Cowichan Zoning Bylaw No. 3520, 2012;b) Electoral Area “B” Zoning Bylaw No. 985, 1986;c) Electoral Area D Zoning By-law No. 1015, 1986;

- d) *CVRD Electoral Area D - Cowichan Bay Upland Zoning Bylaw No. 3705, 2013;*
- e) *CVRD Electoral Area "E" – Cowichan Station/Sahtlam/Glenora Zoning Bylaw No. 1840, 1998;*
- f) *CVRD Zoning Bylaw No. 2600, 2005, Applicable to Electoral Area F – Cowichan Lake South/Skutz Falls;*
- g) *CVRD Zoning Bylaw No. 2524, 2005, Electoral Area G – Saltair/Gulf Islands;*
- h) *"the Cowichan Valley Regional District Electoral Area "H" Zoning Bylaw No. 1020, 1986;*
- i) *CVRD Zoning Bylaw No. 2465, 2004, Electoral Area I – Youbou/Meade Creek; and*
- j) *CVRD Bylaw No. 4485 - Zoning Bylaw for the Electoral Areas (Development Permit Exemptions and Guidelines), 2023.*

2.2. In this bylaw:

- 2.2.1. words importing the singular number include the plural and vice versa, and words importing the neuter gender include the masculine and the feminine genders and vice versa;
- 2.2.2. any reference to "including" means "including, but not limited to";
- 2.2.3. unless expressly stated otherwise, a reference to a "Section" is a reference to a section in this bylaw, a reference to a "Part" is a reference to a part in this bylaw, and any reference to a "Schedule" is a reference to a schedule to this bylaw;
- 2.2.4. unless expressly stated otherwise, a reference to an enactment is a reference to an enactment of British Columbia and its regulations, as amended, revised, consolidated, or replaced from time to time, and a reference to a bylaw or policy is a reference to a Regional District bylaw or policy, as amended, revised, consolidated, or replaced from time to time; and
- 2.2.5. a reference to the current title of a position includes the position as it may be renamed by the Regional District from time to time, or if the position is modified or eliminated, any references in this bylaw to the modified or eliminated position are intended to be a reference to any other position with those functions and responsibilities that most closely resemble the position described in this bylaw.

3. ON-SITE WASTE MANAGEMENT

- 3.1 No Owner or Occupier shall cause or permit any Solid Waste to collect or accumulate on their premises.

- 3.2 Every Owner or Occupier of a premises upon or within which Solid Waste is generated shall be responsible for its proper storage and disposal in accordance with the regulations set out in this bylaw.

4. MANDATORY COLLECTION SERVICE

- 4.1 Every Owner or Occupier of a Mandatory Curbside Premises shall participate in the Collection Service and pay fees in accordance with this bylaw.
- 4.2 Unless otherwise exempt by a Board Policy, the Collection Service shall be provided to each:
- 4.2.1 Primary Dwelling Unit, including each Dwelling Unit in a duplex, triplex, fourplex or Townhouse Complex;
 - 4.2.2 Accessory Dwelling Unit; and
 - 4.2.3 Approved Curbside Premises.
- 4.3 The Collection Service shall not be provided to:
- 4.3.1 a multiple-family dwelling consisting of more than four (4) Dwelling Units;
 - 4.3.2 industrial, commercial and/or institutional properties or operations;
 - 4.3.3 Dwelling Units on Residential Strata Lots created by a strata plan that is subject to Section 5.2;
 - 4.3.4 Dwelling Units in a Manufactured Home Park that is subject to Section 5.3; and
 - 4.3.5 any Dwelling Unit or premises considered unserviceable on the basis that it cannot be safely, efficiently, or legally serviced.
- 4.4 The Collection Service cannot be suspended to a Mandatory Curbside Premises at the request of an Owner, Occupier or any other person.
- 4.5 The fees payable under this bylaw apply even where:
- 4.5.1 no Collection Container(s) are set out for collection;
 - 4.5.2 a Dwelling Unit is vacant; or
 - 4.5.3 the Collection Service is not received due to non-compliance with Section 10.1 or Section 10.2.

5. UNSERVICEABLE PREMISES

- 5.1 The Owner or Occupier of any premises that is considered unserviceable shall make their own arrangement to dispose of Garbage, Organics and Recyclables generated at the premises at an Approved Disposal Site.
- 5.2 Despite Section 5.1, where a strata plan creates Residential Strata Lots with a Dwelling Unit that is considered unserviceable, the strata corporation, on behalf of all Owners of the Residential Strata Lots, shall ensure the following:

- 5.2.1 Each Dwelling Unit has access to a Private Collection Service for the collection and disposal of Garbage, Organics, Recyclables and other similar Solid Waste generated at each Dwelling Unit;
 - 5.2.2 The collection and disposal of Garbage, Organics, Recyclables and other similar Solid Waste by the Private Collection Service shall comply with the regulations in this bylaw, except for those only applicable to the Collection Service.
- 5.3 Despite Section 5.1, where a Dwelling Unit in a Manufactured Home Park is considered unserviceable, the Owner of the affected Manufactured Home Park shall ensure the conditions of Section 5.2.1 and 5.2.2 are satisfied.

6. APPROVED CURBSIDE PREMISES

- 6.1 Eligible Curbside Premises may apply to the Manager to become Approved Curbside Premises in the form prescribed by the Manager.
- 6.2 The Manager may approve the use of the Collection Service by the Eligible Curbside Premises where the Manager is satisfied that all Dwelling Units on the Eligible Curbside Premises can be safely, efficiently and legally serviced.
- 6.3 Once approved, the Eligible Curbside Premises will become an Approved Curbside Premises.
- 6.4 The Regional District will provide each Approved Curbside Premises with a Collection Container Set, and the Owner of the Approved Curbside Premises shall pay fees in accordance with this bylaw.
- 6.5 The Owner of an Approved Curbside Premises may apply to the Manager to discontinue the Collection Service with the following:
- 6.5.1 the date a Private Collection Service will commence for the Approved Curbside Premises;
 - 6.5.2 the name of the Private Collection Service;
 - 6.5.3 a Source Separation Plan describing the storage, collection and disposal of Solid Waste generated at the premises;
 - 6.5.4 any other information as required by the Manager to terminate the Collection Service to the premises; and
 - 6.5.5 confirmation that there are no unpaid fees for any Approved Curbside Premises.
- 6.6 The Manager may allow an Approved Curbside Premises to discontinue the Collection Service where the Private Collection Service will provide comparable diversion of Solid Waste from the Approved Curbside Premises or the discontinuance will allow the Collection Service to function more efficiently.

- 6.7 If the application is approved by the Manager in accordance with Section 6.6, the Collection Service shall cease within 60 days of the approval. The Approved Curbside Premises shall pay fees for the Collection Service in accordance with this bylaw up to the date that the Collection Service ceases.

7 COLLECTION FREQUENCY

- 7.1 The Regional District will provide the following frequency of Collection Service for Serviced Premises:
- 7.1.1 Garbage collection every two (2) weeks;
 - 7.1.2 Recyclables collection every two (2) weeks;
 - 7.1.3 Organics collection every week; and
 - 7.1.4 Glass collection every four (4) weeks.
- 7.2 The frequency of the Collection Service provision under Section 7.1 is subject to change from time to time, as determined by the Manager, or as necessary to respond to environmental, emergency, or other unforeseen circumstances.

8 COLLECTION CONTAINERS

- 8.1 Every Collection Container is the property of the Regional District and shall remain at the Serviced Premises to which it was issued.
- 8.2 The Regional District reserves the right to inspect, alter, remove, or replace the Collection Containers to ensure compliance with this bylaw.
- 8.3 Prior to the Commencement Date, the Regional District will provide each Dwelling Unit with a Collection Container Set in accordance with Sections 8.3.1 and 8.3.2, unless otherwise requested by an Owner and approved by the Regional District:

	Dwelling Unit Type	Garbage Tote	Organics Tote	Recyclables Tote	Glass Bin
8.3.1	Each Dwelling Unit	One 132 L	One 132 L	One 240 L	One 27 L
8.3.2	Each Principal Dwelling Unit with an Attached Suite	One 240 L	One 240 L	One 360 L	One 27 L

- 8.4 The Owner of a Serviced Premises that contains a Principal Dwelling Unit and a Detached Suite may request a Collection Container Set per Section 8.3.2 to be shared by both Dwelling Units. Upon approval of their request by the Regional District, the Owner will be provided with the requested Collection Container Set by the Regional District and pay the applicable fees in Schedule A.
- 8.5 If any Collection Container is lost, damaged or stolen after the Regional District provides the initial Collection Container Set under Section 8.3, the Owner or Occupier shall comply with Section 10.5.
- 8.6 No person shall interfere with or prevent the Occupier of a Dwelling Unit from using any Collection Container provided by the Regional District.

- 8.7 No person shall use a Collection Container provided by the Regional District for anything other than the storage and disposal of Solid Waste through the Collection Service.
- 8.8 An Owner or Occupier of a Serviced Premises shall ensure that a Collection Container is not overfilled and that the lid of a Collection Tote is kept fully closed at all times.
- 8.9 If the volume of Garbage, Organics, Recyclables or Glass for disposal from a Serviced Premises exceeds the capacity of the respective Collection Totes, the Owner or Occupier shall make their own arrangement for disposal of the Solid Waste at an Approved Disposal Site.
- 8.10 An Owner may request a change in Collection Tote size once every twelve (12) months and shall pay the Tote Size Change fee in Schedule A and thereafter pay the applicable fees for the different sized Collection Totes under Part 12.
- 8.11 An Owner may request additional Collection Containers and, upon the approval of the request by the Manager, pay the applicable fees under this bylaw.
- 8.12 No person shall alter, vandalize, or permanently mark a Collection Container except:
- 8.12.1 by an Owner or Occupier writing their address within the designated area on a Collection Tote;
 - 8.12.2 by applying a sticker provided by the Regional District to a Collection Container; or
 - 8.12.3 by applying a sticker provided by a third-party organization which has been pre-approved for use by the Manager.

9 DUTIES OF OWNERS AND OCCUPIERS

- 9.1 An Owner or Occupier shall remove any Solid Waste generated at a premises as frequently as necessary to prevent the accumulation of Solid Waste at the premises, including regularly cleaning up any Solid Waste that has overflowed from a Collection Container or container used for a Private Collection Service.
- 9.2 An Owner or Occupier shall store and dispose of Solid Waste in accordance with all applicable enactments.
- 9.3 Other than at the times required by Section 10.2, an Owner or Occupier shall not leave, place or store outdoors any Solid Waste that is a wildlife attractant unless such Solid Waste is left, placed or stored as follows:
- 9.3.1 in a Bear-Resistant Collection Tote that is secured to an object or structure in a manner that prevents the Collection Tote from being moved more than two (2) metres; or
 - 9.3.2 in a Bear-Resistant Enclosure surrounding the Bear-Resistant Collection Tote.
- 9.4 An Owner or Occupier of a premises other than a Mandatory Curbside Premises shall make their own arrangement to dispose of Garbage, Organics and Recyclables generated at the premises at an Approved Disposal Site.

10 COLLECTION REQUIREMENTS

- 10.1 Every Owner or Occupier of a Serviced Premises shall:
- 10.1.1 separate Garbage, Organics, Recyclables and Glass and place each type of material in the applicable Collection Container without Contamination or Banned Recyclables;
 - 10.1.1 not place material in a Collection Container such that the combined weight of the material and Collection Container exceeds forty (40) kilograms;
 - 10.1.2 only use a Collection Container to deposit Garbage, Organics, Recyclables and Glass as specified by the Regional District; and
 - 10.1.3 only place out for collection on Collection Days the assigned Collection Container of the material type scheduled for collection.
- 10.2 Unless exempt by a Board Policy, on designated Collection Days, an Owner or Occupier of a Serviced Premises shall:
- 10.2.1 place the Collection Totes with the lids in the closed position and the Glass bin, no earlier than 5:00 AM and before 7:30 AM:
 - 10.2.1.1 on the shoulder or along the curb or adjacent to the property line abutting the street from which the Collection Service is provided or from an alternate nearby location determined by the Regional District;
 - 10.2.1.2 such that the Collection Containers can be conveniently accessed and handled from ground level;
 - 10.2.1.3 with the exception of Bear-Resistant Garbage Collection Totes and Organics Collection Totes equipped with a gravity lock, ensure all latching devices on the Collection Totes, if any, are unlatched;
 - 10.2.1.4 place all Collection Totes with a minimum of two (2) metres of clearance space from the back of the Collection Totes, one (1) metre of clearance space on the front and both sides of each Collection Tote, and three (3) metres of clearance space above each Collection Tote; and
 - 10.2.1.5 place the Glass bin with a minimum of one (1) metre of clearance space around all sides of the Glass bin.
 - 10.2.2 remove all Collection Containers from the street or sidewalk after collection by 8:00 AM on the day after the designated Collection Day.
- 10.3 Other than at the times required by Section 10.2, an Owner or Occupier shall not keep or permit to be kept any Collection Container on a street or other public place.
- 10.4 An Owner or Occupier receiving the Collection Service shall at all times maintain all Collection Containers in a good condition.
- 10.5 An Owner of a Serviced Premises shall notify the Regional District if a Collection Container is damaged, lost or stolen within a reasonable period of time. If a Collection Container is damaged, lost or stolen, the Owner shall pay the Regional District the fee in Schedule A

to replace the Collection Container and thereafter the Regional District will make the replacement Collection Container available in accordance with its usual practices.

11 LITTER MANAGEMENT

- 11.1 No person shall accumulate, spill, drop, dump, or dispose of any Garbage, Organics, Recyclables, Glass, Prohibited Waste, Hazardous Waste, Construction and Demolition Waste, Banned Recyclables or any other material on any street, sidewalk, boulevard, park or other public or private property unless that property is an Approved Disposal Facility.
- 11.2 No person, except an Owner or Occupier of the Serviced Premises to which the Collection Containers were supplied or the Regional District, shall place any materials into or remove any materials from the Collection Containers.

12 BILLING & COLLECTING FEES FOR COLLECTION SERVICE

- 12.1 The fees set out in Schedule A shall be payable for the Collection Service by the Owner of a Serviced Premises and shall be due and payable when the bill is rendered.
- 12.2 Regular billings for the fees for the Collection Service may be rendered annually, semi-annually, tri-annually, quarterly, bi-monthly, monthly or at any other periodic interval as determined by the Chief Financial Officer.
- 12.3 The Chief Financial Officer may, with reasonable notice to the Owner of a Serviced Premises, advance or delay any regular billing of the fees for the Collection Service.
- 12.4 All bills calculating the fees for the Collection Service shall be distributed to the Owner of a Serviced Premises by any means deemed appropriate by the Chief Financial Officer.
- 12.5 The Chief Financial Officer shall charge the fees for the Collection Service as follows:
- 12.5.1 for a Parcel with one or more Dwelling Units, the fees shall be charged and billed to the Owner of the Parcel;
- 12.5.2 for a premises that is part of a strata plan that creates Residential Strata Lots with one or more Dwelling Units, the fees shall be charged and billed at the discretion of the Chief Financial Officer; and
- 12.5.3 for a Manufactured Home Park, the fees shall be charged and billed at the discretion of the Chief Financial Officer.
- 12.6 Payment may be made in person at the Regional District office or at any location or via internet or telephone banking as directed by the Chief Financial Officer.
- 12.7 Pursuant to the *Local Government Act*, any rates, charges or fees for the Collection Service provided under this bylaw which are due and payable by December 31 in any year and remain unpaid by that date shall be deemed to be taxes in arrears on the property concerned, with interest on those taxes in arrears calculated in accordance with the *Local Government Act*.
- 12.8 The fees for the Collection Service are payable whether or not:
- 12.8.1 a Dwelling Unit is occupied;

- 12.8.2 any Owner or Occupier of a Dwelling Unit makes use of the Collection Service;
or
- 12.8.3 the Collection Service is interrupted, temporarily ceased, or is changed in any manner by the Regional District.
- 12.9 Despite the Owner's obligation in Section 12.1, where the Owner of a Dwelling Unit has requested a Collection Container exchange in the form prescribed by the Regional District, the Occupier may pay any fee related to this exchange as set out in Schedule A.
- 12.10 If a Collection Container must be replaced or exchanged:
 - 12.10.1 the Regional District may charge a replacement fee as per Schedule A;
 - 12.10.2 the Occupier of a Dwelling Unit may pay the fees related to Collection Container replacements without the Owner's consent; and
 - 12.10.3 the fees shall be paid before the Regional District makes Collection Containers available in accordance with its usual practices.
- 12.11 Where the Collection Service is provided to any Serviced Premises after the first day of January in any year, the fees pursuant to this bylaw shall be calculated on a prorated basis using the annual rate as per Schedule A and the number of days remaining in the calendar year in which the Collection Service commences. The Collection Service is deemed to commence on the date that the Regional District makes a Collection Container Set available in accordance with its usual practices, which Collection Container Set will be made available as follows:
 - 12.11.1 For a newly constructed Dwelling Unit, the Regional District may make available a Collection Container Set at any of occupancy of the Dwelling Unit, ninety (90) days after the issuance of an Insulation Permit, the issuance of an Occupancy Permit, or on request by the Owner;
 - 12.11.2 For an Approved Curbside Premises, the Regional District may make available a Collection Container Set as soon as the Manger approves the application by the Owner of an Eligible Curbside Premises; and
 - 12.11.3 For any other premises which may become a Serviced Premises pursuant to a Board Policy, the Regional District may make available a Collection Container Set in accordance with the Board Policy.
- 12.12 No complaint of an error in any fees billed under this bylaw shall be considered, and no adjustment of any such error shall be made after December 31 in the year in which the fees have been imposed. After this date, all such fees shall be deemed to have been properly and correctly imposed by the Regional District.
- 12.13 All charges levied on Serviced Premises 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, and the Regional District reserves all its rights to enforce its bylaws at any time.

13 RIGHT OF ENTRY

A Bylaw Enforcement Officers or other such representatives of the Regional District may, from time to time, be authorized by the Regional District to investigate compliance with this bylaw, and

shall have the right to enter at all reasonable times upon any property that is subject to the provisions of this bylaw to ascertain whether any requirement of this bylaw or the regulations in this bylaw are being observed, including but not limited to, determining the number of Dwelling Units at a Serviced Premises.

14 INTERFERENCE WITH THE COLLECTION SERVICE

- 14.1 No person shall operate within the Regional District any service or system for the collection and disposal of Garbage, Organics, Recyclable Materials, Glass, or any combination of the foregoing, that, in the opinion of the Manager, interferes with the Collection Service, unless the person has been authorized by the Regional District to operate such a service or system.
- 14.2 Section 14.1 does not prevent a person from providing collection or disposal services for Garbage, Organics, Recyclable Materials, Glass, or any combination of the foregoing, to a Serviced Premises that does not interfere with the Collection Service.

15 DIRECTIONS FROM A BYLAW ENFORCEMENT OFFICER

- 15.1 When requested by a Bylaw Enforcement Officer, any person, including an Owner, who is being investigated or appears to have committed an offence under this bylaw, shall provide to the Bylaw Enforcement Officer their correct name and address.
- 15.2 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 their duties enforcing the provisions of this bylaw.

16 VIOLATIONS AND PENALTIES

- 16.1 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, to a fine or penalty up to \$50,000 plus the cost of prosecution.
- 16.2 In addition to the penalties imposed under the Regional District Bylaw Offence Notice Enforcement Bylaw and Regional District Ticket Information Authorization Bylaw, any person who violates or permits to be violated any of the provisions of this bylaw shall be liable to the Regional District for all costs and expenses, including labour, equipment, disposal fees, fines, penalties, and legal fees, incurred by the Regional District to remedy the violation including clean-up and disposal of:
- 16.2.1 any materials disposed of in the Collection Containers in contravention of this bylaw, including Contamination; or
- 16.2.2 any material improperly stored or disposed of on any street, sidewalk, boulevard, park or other public or private property.
- 16.3 Each day a violation, contravention or breach of this bylaw continues is deemed to be a separate offence. Where there is an offence that continues for more than one day, separate fines may be issued for each day or part thereof during which the offence occurs or continues. The fine for each subsequent offence will not be less than double the first offence and not more than \$3,000.

- 16.4 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, including issuing and enforcing a ticket under the Regional District's Bylaw Offence Notice Enforcement Bylaw and/or the Municipal Ticket Information Authorization Bylaw.

17 DELEGATIONS TO THE MANAGER

- 17.1 The Manager is authorized to administer and enforce this bylaw, including the supervision, control and direction of the Collection Service, which expressly includes the delegated authority to:
- 17.1.1 create, amend, publish and prescribe any forms, notices, procedures, or other administrative documents that may be convenient for the administration or enforcement of this bylaw;
 - 17.1.2 keep records of applications, warnings, notices and other documents given in relation to compliance with this bylaw;
 - 17.1.3 assign the number and types of Collection Containers to a Mandatory Curbside Collection Premises for use as part of the Collection Service;
 - 17.1.4 designate or adjust Collection Days;
 - 17.1.5 determine whether a Parcel may be approved to receive or exempt from the Collection Service in accordance with a Board Policy;
 - 17.1.6 establish the procedure by which an Eligible Curbside Premises may apply to become an Approved Curbside Premises;
 - 17.1.7 delegate any of the authority given to the Manager under this bylaw to another employee of the Regional District;
 - 17.1.8 implement processes for determining the calculation and manner of collection of any fees established by this bylaw, which includes the authority to reduce or waive these fees in circumstances in which the Manager determines that there has been an error in the billing or calculation of the fees, or the fees are unrecoverable or it would be impractical to recover the unpaid fees; and
 - 17.1.9 carry out any other functions assigned to the Manager in this bylaw.

18 BOARD POLICIES TO GOVERN THE COLLECTION SERVICE

- 18.1 From time to time, the Board may prescribe policies to establish the circumstances in which:
- 18.1.1 the Regional District may provide the Collection Service to any premises within the Service Area that is not a Mandatory Curbside Premises;
 - 18.1.2 the Regional District may make arrangements with a municipality that is part of the Regional District to provide the Collection Service on behalf of the Regional District and make payment to the municipality for such services, and vice versa; and;

- 18.1.3 the Regional District may of its own initiative create exemptions for certain Parcels or premises or classes of Parcels or premises because the objectives of the Regional District's current solid waste management plan can be achieved by other methods.
- 18.1.4 the Regional District may enter into an agreement with the Owner of a Dwelling Unit to provide assisted set-out services in circumstances where the Owner or Occupier is unable to comply with the set-out requirements under Part 10 due to physical disability.
- 18.2 For the purpose of carrying out the intention of this bylaw, the Board Policies may;
 - 18.2.1 include such regulations as are considered necessary and advisable to carry out the intention of the Board Policy,
 - 18.2.2 provide for administrative and procedural matters for which no express, or only partial, provision has been made in this bylaw,
 - 18.2.3 limit the application of a regulation in time or place or both,
 - 18.2.4 prescribe the amount of a fee authorized by this bylaw; and
 - 18.2.5 any terms and conditions that may be attached to a permission given or exemption granted pursuant to a Board Policy.
- 18.3 A Board Policy made under the authority of this bylaw has the force of law.
- 18.4 A decision by the Manager with respect to the interpretation of a Board Policy may be appealed to the Board.

19 PLACEHOLDER FOR NEW REGULATIONS

This Part is intentionally blank to facilitate future amendments (if necessary).

20 SEVERABILITY

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 shall not be deemed to affect or impair the validity of any other provision, unless a Court otherwise determines that the provision is void or unenforceable.

21 REPEAL

"CVRD Bylaw No. 1958 – Cowichan Valley Regional District Garbage and/or Recyclable Materials Collection Bylaw, 1999", and any amendments thereto are repealed.

22 TRANSITION PERIOD

- 22.1 Despite the enactment of this bylaw, to facilitate the orderly roll out of the Collection Service:
 - 22.1.1 those premises currently receiving existing curbside services for Recyclables or Garbage, or both, from the Regional District will be deemed to be Mandatory Curbside Premises until such time as the Manager determines that a premises

does not qualify as a Mandatory Curbside Premises or the premises is approved for an exemption in accordance with a Board Policy; and

- 22.1.2 those premises that do not receive existing curbside services for Recyclables or Garbage from the Regional District, but are otherwise considered Mandatory Curbside Premises, shall be exempt from participation and payment for the Collection Service until the earlier of a written request to the Manager for the Collection Service to start, or January 1, 2030.

23 FORCE AND EFFECT

This bylaw shall come into force and effect on the **Commencement Date**.

READ A FIRST TIME this 14th day of May, 2025.

READ A SECOND TIME this 14th day of May, 2025.

READ A THIRD TIME this 14th day of May, 2025.

ADOPTED this 14th day of May, 2025.

Chair



Corporate Officer





SCHEDULE "A"
TO CVRD BYLAW No. 4641
FEES ASSOCIATED WITH THE COLLECTION SERVICE

1. The annual fee for each Serviced Premises is \$345/year in all Electoral Areas, effective January 1, 2025.
2. Annual fees for additional Collection Containers and services:

Service Description	Amount (\$)
Additional Glass Bin	\$5
Additional Tote - Recyclables (<i>any size</i>)	\$35
Additional Tote - 132L - Garbage or Organics	\$150
Additional Tote - 240L - Garbage or Organics	\$210
Assisted Set Out Service	Per Board Policy

3. One-time fees:

Service Description	Amount (\$)
Tote Replacement Fee <i>If damaged or stolen due to neglect of the Owner or Occupier.</i>	\$35/tote
Glass Bin Replacement Fee <i>If damaged or stolen due to neglect of the Owner or Occupier.</i>	\$5/bin
Collection Tote Exchange Fee <i>To change the size of one or more Collection Tote to a larger or smaller tote. Limit one exchange occurrence per year per Dwelling Unit.</i>	\$35/occurrence
Collection Container Delivery Fee <i>For the delivery (or retrieval) of any Collection Containers to (or from) a Serviced Premises by the Regional District. This fee does not apply to the initial Collection Container Set deliveries to any new Dwelling Units.</i>	\$50/delivery