



CITY OF RICHMOND

DONATION BIN REGULATION

BYLAW NO. 9502

EFFECTIVE DATE – July 1, 2016



Donation Bin Regulation Bylaw No. 9502

The Council of the City of Richmond enacts as follows:

PART ONE: GENERAL PROVISIONS

1.1 Authorizations

- 1.1.1 The **General Manager Engineering & Public Works** is authorized to establish **donation bins locations** on **City land** pursuant to the provisions of this bylaw and to issue **permits** and establish a proposed fee structure for the placement and use of **donation bins** on **City land**.
- 1.1.2 The **General Manager Engineering & Public Works** may designate particular portions of **City land** as **donation bin locations**, in accordance with the following:
- (a) will not impede traffic flow or access to highways, roads, lanes, sidewalks, or pedestrian pathways within the **City**;
 - (b) not within the sightline triangle of any street intersection;
 - (c) not in contravention of any of the **City's** bylaws applicable to traffic, including but not limited to the **City's Traffic Control and Regulation Bylaw No. 5870**, as amended or replaced from time to time;
 - (d) will not cause health or safety risks to 'residents' of the **City**; and
 - (e) may include portions of **City** roads, sidewalks, parking lots, community centres and/or unused park land.

1.2 Prohibitions

- 1.2.1 No person shall place, install or maintain a **donation bin**, for the collection of any type of donations, on any portion of **City land**, except in accordance with this bylaw and a **permit** issued pursuant this bylaw.

PART TWO: PERMITS

2.1 Permit Application & Issuance

- 2.1.1 Every **applicant** for a **permit** to place a **donation bin** on **City land** must:

- a) be a **charity**;
- b) provide to the **General Manager Engineering & Public Works**:
 - i) a completed application in the form, and containing such information as, required by the **General Manager Engineering & Public Works** from time to time, including but not limited to:
 - a. the **applicant's** charitable registration number;
 - b. if the **applicant's donation bin(s)** are owned and/or operated by an **agent bin operator**, the name and contact information for said **agent bin operator**; and
 - c. a photograph or pictorial depiction and written description of the **donation bin**,which application shall be signed by the **applicant** or by an individual who has legal authority to bind the **applicant**;
 - ii) a signed letter or statement with respect to the **applicant's** registered charitable status, the **applicant's** charitable work conducted within the **City** and/or for the benefit of the 'residents' of the **City**, and the **applicant's** ability to operate and maintain the **donation bins** to the standard set out in this bylaw, and containing a representation that the **applicant** gains ownership of all items donated through the **donation bins** it owns, operates and/or receive the benefit from, and receives at least 50% of the net proceeds from such donations;
 - iii) certificate of insurance, in a form and on terms acceptable to the **City's** Risk Manager, to provide \$5,000,000 general liability insurance and naming the **City** as an additional insured; and
 - iv) a release and indemnity by the **applicant** in favour of the **City**, in a form and on terms acceptable to the **City's** Risk Manager, and if applicable, a release and indemnity by the **applicant's agent bin operator** in favour of the **City**, in a form and on terms acceptable to the **City's** Risk Manager.

2.1.2 The **General Manager Engineering & Public Works** may issue a **permit** to an **applicant** for all or some of the **applicant's** existing and proposed locations for **donation bins**, provided the **applicant**:

- a) has complied with the requirements set-out in section 2.1.1 of this bylaw;

- b) is not in breach of any term or condition of this bylaw or any current or previous **permit** issued to the **applicant** by the **City**; and
- c) has paid to the **City** the fees set-out in section 2.1.3 of this bylaw.

The allocation of locations for each **permit** shall comply with Section 2.1.7 of this bylaw. A **permit** may contain such additional terms and conditions deemed advisable by the **General Manager Engineering & Public Works**.

- 2.1.3 Upon approval of an application for a **permit** by the **General Manager Engineering & Public Works**, the **applicant** will pay to the **City** the applicable annual **permit** fees set-out in the *Consolidated Fees Bylaw No 8636*, and security by way of a **damage deposit** in the amount set-out in the *Consolidated Fees Bylaw No 8636*. For applications approved on or after July 1 of a calendar year, the **permittee** will pay 50% of the applicable annual **permit** fees, and will pay the full amount of the **damage deposit** each as set-out in the *Consolidated Fees Bylaw No 8636*.
- 2.1.4 A **permit** issued pursuant to section 2.1.2 of this bylaw is valid from the date of issue to December 31 of the calendar year for which the **permit** is issued.
- 2.1.5 Neither the temporary nor permanent removal nor relocation of a **donation bin** by the **General Manager Engineering & Public Works** pursuant to this bylaw nor the revocation or surrender of a **permit** entitles the **permittee** to a refund of any portion of any annual **permit** fee paid pursuant to section 2.1.3 of this bylaw.
- 2.1.6 A **permit** is considered in good standing if:
 - a) all annual **permit** fees, as outlined in section 2.1.3 are fully paid;
 - b) the **permittee** is a **charity**;
 - c) business licence fees payable under the **City's Business Licence Bylaw No. 7360**, as amended or replaced from time to time, are fully paid; and
 - d) an **identification decal** has been affixed to each **donation bin** covered by the **permit**, in accordance with any instructions provided by the **City**.
- 2.1.7 The **General Manager Engineering & Public Works** will determine where to locate **donation bins** on **City land**, **donation bin locations**, and may prohibit or limit the number of **donation bins** or **bin operators** in any portion of **City land** or **donation bin location**. The general allocation of **donation bins locations** will be based on the following:
 - a) **donation bins locations** will be allocated to the interested **applicants** by way of a lottery draw and/or a committee established by the **General Manager Engineering & Public Works**, on the basis of rules the **General Manager**

Engineering & Public Works considers just and equitable in the circumstances; and

- b) in the allocation of **donation bin locations**, preference will be given to having one **bin operator** per **donation bin location**, however the **General Manager Engineering & Public Works** may allocate **donation bin locations** to one or more **bin operators** within a single portion of **City land** in accordance with the provisions of this bylaw and the **permits** granted hereunder.

2.2 General Permit Conditions

- 2.2.1 Subject to the terms and conditions of this bylaw, a **permit** that is in good standing in accordance with Section 2.1.6 of this bylaw gives the **permittee** the non-exclusive licence to place, or cause to be placed, one or more **donation bins** on the **donation bin location** specified in the **permit**, in accordance with the provisions of this bylaw and the **permit**.
- 2.2.2 A **permit** does not vest any ownership or other interest in land to the **permittee**.
- 2.2.3 A **permittee** must not dispose, assign or sub-licence a **permit**, or any of the **permittee's** rights or obligations under the **permit**, to another person, without the **City's** prior written approval.
- 2.2.4 A **permittee** must ensure that each of the **donation bins** it owns, operates, and/or receives the benefit from:
 - a) are not placed outside of the boundaries of the applicable **donation bin location** as specified in their **permit**;
 - b) are not chained or fastened to any utility apparatus, including any traffic signal, traffic control device, street light, hydro or telephone pole or signpost, fire hydrant, parking meter, bus shelter, telephone booth, post box, benches or trees;
 - c) display clear identification information with the **permittee's** name, contact information, charity status, and registered charity number, in lettering no smaller than 100 millimetres x 75 millimetres and of a contrasting colour to the colour of the **donation bin**;
 - d) display an **identification decal** in accordance with any instructions provided by the **City**;
 - e) display a written or pictorial list of items that can be donated by members of the public in the **donation bin**;
 - f) display a clear written or pictorial notice that all donation articles must fit into the **donation bin**, prohibiting any items to be left outside or around the **donation**

bin on or near the **donation bin location**, and prohibiting the donation of items that may create a safety hazard, including but not limited to paint, garbage, soiled rags, propane or any other like items;

- g) display the telephone number for a 365 day a year, manned 24-hour on-call line for use by the **City** and the public to report to the **permittee** and, if applicable, the **permittee's agent bin operator**, any issues with the **donation bin**, including but not limited to the dumping of items and/or debris outside the **donation bin** or damage to the **donation bin**;
- h) display a donation pick up schedule for the **donation bin**;
- i) display "No Dumping" signage;
- j) display a brief written message identifying the **permittee's** charitable works benefiting the 'residents' of the **City**, which were set out the **permittee's** application letter submitted pursuant to Section 2.1(b)(ii) of this bylaw;
- k) do not display any third party advertising. For the purposes of this bylaw, if the **permittee's donation bin** is owned or operated by an **agent bin operator**, any information or imagery on the **donation bin** regarding or related to the **permittee** shall not constitute third party advertising;
- l) are not placed such as to obstruct clear sight triangles, circulation, setbacks, parking and driveways;
- m) are not placed within the sightline triangle of a street intersection, as outlined in the visibility clearance provision set-out in section 5.1 of the **City's Traffic Bylaw No. 5870**, as amended or replaced from time to time;
- n) are not placed so as to create safety hazards or to restrict accessibility for pedestrians, motorists and the public accessing the **donation bin**;
- o) do not exceed the following dimensions:
 - Width – 1.2 metres
 - Depth – 1.3 metres
 - Height – 1.9 meters;
- p) are professional in appearance and construction; and
- q) comply with all applicable provisions of this bylaw and the permit applicable to the **donation bin**.

2.2.5 A **permittee**, throughout the term of the **permit**, must comply with the following:

- a) the **permittee** must continue to be a **charity**;
- b) maintain commercial general liability insurance coverage, naming the **City** as an additional insured entitled to full coverage, in the amount of Five Million Dollars (\$5,000,000) per occurrence, protecting the **City** against all claims for personal injury, death, bodily injury or property damage arising out of the occupying, servicing or operation or the actions of the **permittee** or any agent of the **permittee**, including but not limited to any **agent bin operator**. The **permittee** will be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments. Such insurance shall include on an occurrence basis with respect to third party liability claims for bodily injury, property damage, and personal injury.
- c) maintain insurance, or cause insurance to be maintained, for the vehicles used in servicing, maintaining, and picking-up from the **donation bin(s)** permitted under said **permit**;
- d) maintain with the **City**, and provide to the **City** on request, an up-to-date list of the specific locations of all **donation bin(s)** owned and/or operated by the **permittee**, and, if applicable, owned and/or operated by the **permittee's agent bin operator**, on **City lands**;
- e) remove, or cause to be removed, all rubbish or other accumulated materials within five (5) metres of the **donation bin(s)** permitted under said **permit** in all directions, within twenty four (24) hours of the **City** or the public reporting such circumstances to the **permittee** or, if applicable, the **permittee's agent bin operator**; and
- f) upon request by the **City**, provide to the **General Manager Engineering & Public Works** an updated signed letter or statement containing the same information outlined in section 2.1.1(b)(ii) .

2.2.6 A **permittee** must maintain, or cause to be maintained, the **donation bins** it owns, operates and/or receives the benefit from, in accordance with the following:

- a) with regular maintenance and painting, in a good state of repair, in good working order and free of graffiti, to the satisfaction of the **General Manager Engineering & Public Works**;
- b) in a clean and tidy condition, free of the overflow of items and litter from the **donation bins**, and free of items and litter left outside the **donation bins** within a five (5) metre radius of the **donation bins**, with all items and litter disposed of using the **permittee's** own resources and at the **permittee's** cost and expense; and

- c) the **permittee** will conduct, or will cause to be conducted, regular scheduled pick-up of donated items and emptying of the **donation bins**, using the **permittee's** own resources and at the **permittee's** cost and expense, and in accordance with the schedule displayed on the **donation bin** pursuant to 2.2.4(h) above. Such regular pick-up by the **permittee** or the **permittee's agent bin operator** will occur between 9 a.m. and 9 p.m.. Upon the request of the **City**, the **permittee** will conduct, or will cause to be conducted, additional pick-ups of donated items and emptying of the **donation bins**, using the **permittee's** own resources and at the **permittee's** cost and expense.

2.2.7 If the **permittee** fails to comply with sections 2.2.5(e) and/or 2.2.6(b), the **City** is authorized to complete any work not carried out by the **permittee** and the clean-up fee, as set out in the **City's Consolidated Fees Bylaw No 8636**, plus labour costs incurred by the **City**, will become immediately due and owing by the **permittee**. At the discretion of the **General Manager Engineering & Public Works**, the **City** may draw on the **permittee's damage deposit** to pay such fees and costs. Within thirty (30) days of receipt of written notification from the **City** of the draw from the **damage deposit**, the **permittee** shall provide the **City** with additional funds such that the **permittee's damage deposit** is returned to its previous amount.

2.2.8 In addition to the provisions of this bylaw, every **Permittee** must comply with all other **City** bylaws applicable to its business and operation.

2.3 Permit Revocation

2.3.1 Any **permit** issued pursuant to the this bylaw may be revoked by the **City's General Manager Engineering & Public Works**, without notice, if

- a) the application submitted by the **permittee** pursuant to section 2.1.1(a) of this bylaw contains false or misleading information, and the **permittee** does not correct such information to the satisfaction of the **General Manager Engineering & Public Works**;
- b) the **permittee's** certificate of insurance, provided to the **City** pursuant to section 2.1.1(iii) of this bylaw, is void or cancelled by the insurer and the **permittee** does not promptly provide proof of replacement insurance, to the satisfaction of the **City's Risk Manager**; or
- c) the **permittee** is in contravention of or fails to comply with any of the provisions of this bylaw or the **permit**.

2.3.2 Any **permit** issued pursuant to this bylaw may be revoked by the **General Manager Engineering & Public Works** for any reason, without cause, by providing thirty (30) days prior written notice to the **permittee**.

2.3.3 For the purposes of this Section 2.3.2, written notice will be deemed to have been given four (4) days following mailing of the notice, if sent by ordinary prepaid mail,

to the **permittee's** address as set out in the application for the **permit** or the most recent address provided by the **permittee** to the **City**, and the next business day if sent via facsimile or e-mail.

2.4 Donation Bin Removal or Relocation

- 2.4.1 The **General Manager Engineering & Public Works** may order, at any time and without notice, the temporary or permanent removal or relocation of any **donation bin**, without compensation to the **permittee** or, if applicable, the **permittee's agent bin operator**, for the loss of use of a **donation bin**:
- a) which or who the **General Manager Engineering & Public Works** considers creates a safety hazard;
 - b) due to a special event;
 - c) due to **City** work on utilities, streets, sidewalks, bus or transit stops or shelters, or any other structures or improvements, or any other construction;
 - d) which do not comply with any provisions of this bylaw or the **permit** applicable to the **permittee**; or
 - e) for any reason, without cause, at the discretion of the **General Manager Engineering & Public Works**.
- 2.4.2 The **permittee** will permanently remove, or cause to be removed, the **donation bin** subject to its **permit**, the **donation bin** contents, and any related installations, from a **donation bin location** and restore the portion of **City land** used by the **permittee** to its former condition, within twenty-four (24) hours, of:
- a) the expiry of a **permit** applicable to the **donation bin location** if a new **permit** is not issued by the **City** to the **permittee** for the same **donation bin location**; or
 - b) revocation of a **permit** applicable to the **donation bin location**, in accordance with section 2.3.1 or 2.3.2 of this bylaw.
- 2.4.3 (a) Upon the adoption of this bylaw by the **City**, all **bin operators** not satisfying the requirements of Section 2.1.1 and not being a **permittee's agent bin operator**, will permanently remove their **donation bins** from **City land** and restore the portion of **City land** used to its former condition.
- (b) If a **bin operator** refuses or fails to remove or relocate a **donation bin** pursuant section 2.4.3(a) of this bylaw, the **General Manager Engineering & Public Works** is authorized, without further notice to the **bin operator**, to remove the **donation bin**.

- 2.4.4 The **permittee** will restore the portion of **City land** used by the **permittee** to its former condition upon any removal or relocation of a **donation bin** ordered by the **General Manager Engineering & Public Works** pursuant to section 2.4.1 of this bylaw.
- 2.4.5 If a **permittee** or **bin operator** fails to comply with section 2.4.2, 2.4.3(a) or 2.4.4 of this bylaw, the **City** is authorized to complete any work not carried out by the **permittee** or **bin operator** and any fees in relation to such work, including but not limited to the removal fee, storage fee and/or disposal fee, as set out in the **City's Consolidated Fees Bylaw No 8636** will become immediately due and owing by the **permittee** or **bin operator**, and any costs or expenses incurred by the **City**, in excess of the applicable fees, will become a debt immediately due and owing by the **permittee** or **bin operator**, as applicable. In the case of **permittee's**, the **City** may draw on the **permittee's damage deposit** to pay such fees, costs and expenses, at the discretion of the **General Manager Engineering & Public Works**. Within seven (7) days of such draw on the **damage deposit** by the **City**, the **permittee** shall provide the **City** with additional funds such that the **permittee's damage deposit** is returned to its previous amount.
- 2.4.6 If the **permittee** refuses or fails to remove or relocate a **donation bin** as directed by the **General Manager Engineering & Public Works** pursuant to section 2.4.1, or as set out in section 2.4.2 of this bylaw, the **General Manager Engineering & Public Works** is authorized, without further notice to the **permittee** or, if applicable, to the **permittee's agent bin operator**, to remove the **donation bin**.
- 2.4.7 **Donation bins** removed by the **City** pursuant to sections 2.4.6 or 2.4.3(b) of this bylaw will be stored by the **City** for thirty (30) days and may be picked up by the **permittee**, the **permittee's agent bin operator**, or **bin operator**, as applicable, upon payment of the removal fee and the storage fee set-out in the *Consolidated Fees Bylaw No 8636*, plus recovery and labour costs incurred by the **City**.
- 2.4.8 Any **donation bin**, including its contents, removed by the **City** pursuant to sections 2.4.6 or 2.4.3(b) of this bylaw and left unclaimed by the **permittee**, the **permittee's agent bin operator**, or **bin operator**, as applicable, for a period in excess of thirty (30) days become the property of the **City** and may be disposed by the **City**, in its discretion, without compensation to the **permittee**, the **permittee's agent bin operator**, or **bin operator**, as applicable, and the removal fee, the storage fee, and the disposal fee set-out in the *Consolidated Fees Bylaw No 8636*, plus recovery and labour costs incurred by the **City**, will become immediately due and payable by the **permittee** or **bin operator**, as applicable.
- 2.4.9 Notwithstanding, sections 2.4.1 and 2.4.6, the **City** reserves right to temporarily remove and relocate **donation bins** if the **City** needs to do work in, on, under, over, or adjacent to the applicable **donation bin location**, without compensation to the **permittee** or, if applicable, the **permittee's agent bin operator**.

2.5 Damage Deposit

2.5.1 The **General Manager Engineering & Public Works** will, within sixty (60) days of the expiration, or earlier revocation or termination, of a **permit**, return to the **permittee** any unused portion of the **permittee's damage deposit**.

2.5.2 If, at the expiry of its existing **permit**, a **permittee** is applying for a new **permit**, the **permittee** may request that the unused portion of the existing **damage deposit** be applied against the required **damage deposit** for the new **permit**.

PART THREE: VIOLATIONS AND PENALTIES

- 3.1 (a) A violation of any of the provisions identified in this bylaw shall result in liability for penalties and late payment amounts established in Schedule A of the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122*, as amended and replaced from time to time; and
- (b) A violation of any of the provisions identified in this bylaw shall be subject to the procedures, restrictions, limits, obligations and rights established in the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122*, as amended and replaced from time to time, in accordance with the *Local Government Bylaw Notice Enforcement Act, SBC 2003, c. 60*, as amended and replaced from time to time.
- 3.2 Any person who contravenes or violates any provision of this bylaw, or any **permit** issued under this bylaw, or who suffers or allows any act or thing to be done in contravention or violation of this bylaw, or any **permit** issued under this bylaw, or who fails or neglects to do anything required to be done under this bylaw, or any **permit** issued under this bylaw, commits an offence and upon conviction shall be liable to a fine of not more than Ten Thousand Dollars (\$10,000.00), in addition to the costs of the prosecution, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence.

PART FOUR: INTERPRETATION

- 4.1 In this bylaw, the following words have the following meanings:

AGENT BIN OPERATOR

means a **bin operator** who owns the **donation bins** operated by an **applicant** or **permittee**, who operates **donation bins** in the name of and for the benefit of an **applicant** or **permittee** where such **donation bins** are owned by the **applicant** or **permittee**, or who owns and operates **donation bins** in the name of and for the benefit of an **applicant** or **permittee**.

APPLICANT	means a person applying for a permit to place a donation bin on City land pursuant to this bylaw.
BIN OPERATOR	means the person, charity , corporation, trust, or partnership or organization that owns and/or operates a donation bin .
CITY	means the City of Richmond.
CITY LAND	means land for which the City is the registered owner in fee simple or leasehold, and all roads, highways, lanes, sidewalks, boulevards or other public rights-of-way held by and/or registered in favour of the City , including, but not limited to, all statutory rights-of-way over privately owned land for the purposes of vehicular or pedestrian purposes.
CHARITY	means a registered charity, as defined in subsection 248(1) of the <i>Income Tax Act</i> , R.S.C 1985 (5 th Supp) or successor legislation, that has been issued a charitable registration number by the Canadian Revenue Agency, or successor agency.
COUNCIL	means the Council of the City .
DAMAGE DEPOSIT	means security paid by an applicant to the City , in the form of a cash deposit, an irrevocable letter of credit, or a certified cheque payable to the City .
DONATION BIN	means any receptacle used for the purpose of collecting clothing and other small reusable item donations from the public.
DONATION BIN LOCATION	means the precise location on City land where that donation bins may be placed, as designated by the General Manager Engineering & Public Works .
GENERAL MANAGER ENGINEERING & PUBLIC WORKS	means the person appointed by Council to the position of General Manager of Engineering and Public Works or those positions or persons designated by Council to act under this bylaw in the place of the general manager.
IDENTIFICATION DECAL	means a decal, in the form required by the City from time to time, containing the following information in clear and legible writing:

- (a) the **permit** reference number and calendar year for which the **permit** is issued; and
- (b) the current contact name, address and telephone number for the **permittee** responsible for emptying and maintaining the **donation bin**.

PERMIT

means a permit issued by the **General Manger Engineering & Public Works** pursuant to section 2.1.2 of this bylaw.

PERMITTEE

means a person who has been issued a **permit**.

PART FIVE: SEVERABILITY AND BYLAW CITATION

- 5.1 If any part, section, sub-section, clause, or sub-clause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 5.2 This bylaw is cited as "**Donation Bin Regulation Bylaw No. 9502**" and is effective July 1, 2016.

PART SIX: FEES BYLAW

- 6.1 The *Consolidated Fees Bylaw No. 8636*, as may be amended from time to time, applies to this bylaw.

FIRST READING

JAN 25 2016

SECOND READING

FEB 09 2016

THIRD READING

FEB 09 2016

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
<i>JKW</i>
APPROVED for legality by Solicitor
<i>JA</i>

MAYOR

CORPORATE OFFICER