

TOWN OF GIBSONS



GARBAGE COLLECTION AND DISPOSAL BYLAW NO. 779

Adopted: May 7th, 1996

Consolidated for convenience May 9th, 2008

This version of this bylaw is a consolidation of amendments to the original bylaw as of the date specified. This consolidation is done for the convenience of users and accurately reflects the status of the bylaw as of the specified date but must not be construed as the original bylaw and is not admissible in Court unless specifically certified by the Director of Corporate Administration for the Town of Gibsons. Persons interested in the definitive wording of this bylaw and its amendments should view the original sealed bylaws at the Town of Gibsons.

AMENDMENTS IN THIS CONSOLIDATION

NO.	BYLAW NO.	DATE	AMENDMENT
1.	831	February 18, 1997	<ul style="list-style-type: none"> • Amends wording of sections 4.2 and 4.4. • Section 5.1 is amended by re-numbering 5.1 as 5.1.1 and adding 5.1.2. • Amends wording of section 6.2.1 • Amends section 6.2.2
2.	877	May 19, 1998	<ul style="list-style-type: none"> • Repeals Bylaw 831. • Amends wording of section 4.2 • Adds to section 4.4 • Changes section 5.1 to \$41.00 • Section 5.1.1 is added • Amends section 6.2.1 by deleting of <i>\$10,000.00 (Ten Thousand Dollars)</i> and inserting <i>equal to two (2) months fees charged under the contract</i> • Amends section 6.2.2 by deleting <i>"the sum \$2,000,000.00 (Two Million Dollars) and inserting \$5,000,000.00 (Five Million Dollars)"</i>.
3.	951	May 7, 2002	Section 5.1 and 5.1.1 are deleted in their entirety and replaced.
4.	984	May 4, 2004	Section 5.1 is deleted and replaced.
5.	1004	May 3, 2005	Section 5.1 is deleted and Schedule "A" added.
6.	1023	November 15, 2005	<ul style="list-style-type: none"> • New definition for "<i>Dangerous Wildlife</i>", "<i>Wildlife Resistant Container</i>" and "<i>Wildlife Restraint Enclosure</i>". • Delete definition of "<i>Garbage Can</i>". • The terms "<i>Garbage Can</i>" and "<i>Can</i>" be replaced with "<i>Wildlife Resistant Container</i>" or "<i>Container</i>". • Replace the term "<i>Receptacle</i>" with "<i>Container</i>".

			<ul style="list-style-type: none"> • Add new sections 3.2, 3.3, 3.5, 3.11, 4.4 and 8 • Section 9 is added. • Section 10 is added. • Schedule "B" is added.
7.	1044	May 9, 2006	<ul style="list-style-type: none"> • Delete and replace Section 5.1
8.	1083	May 6 th , 2008	<ul style="list-style-type: none"> • Delete and Replace Schedule "A".
9.	1103	May 5 th , 2009	<ul style="list-style-type: none"> • Delete and Replace Schedule "A"

**TOWN OF GIBSONS
BYLAW NO. 779**

A Bylaw to provide for the Control, Collection and Disposal
of Garbage and to establish a Flat Rate Charge

WHEREAS Sections 614 and 932 of the Municipal Act provides that a Municipality may establish and maintain a system to collect, remove and dispose of garbage, may compel persons to make use of the system so established and may otherwise prohibit the accumulation or deposit of garbage, rubbish or discarded materials;

AND WHEREAS the Council may by bylaw enter into contracts for all or part of the collection of garbage on terms and conditions prescribed in the bylaw;

NOW THEREFORE the Council of the Town of Gibsons, in open meeting assembled, enacts as follows

1. Citation

This bylaw may be cited for all purposes as Town of Gibsons "Garbage Collection and Disposal Bylaw No. 779".

2. Definitions

In this bylaw, unless the context otherwise requires:

APARTMENT HOUSE shall mean any building, structure or place occupied or use as a place of living or a place of abode within the Town and containing more than two self-contained units and includes a hotel, motel, rooming house and boarding house but does not include a row house, townhouse or strata lot residence as included in the definition of "dwelling".

ASHES means ashes, cinders and the remains of any fuel after such fuel has been consumed by fire and shall be deemed to include metal tins, bottles, crockery and glass not having contained food.

COLLECTIBLE GARBAGE shall mean unwanted, noxious, offensive or unwholesome matter or substances of a non-toxic nature derived from normal household use and capable of being contained in a Wildlife Resistant Container, but shall not include the following: grass cuttings; tree or hedge clippings or other garden refuse; hazardous (including pathogenic and radioactive wastes); explosive or flammable substances; chemicals which may create hazardous working conditions; material hot enough to start combustion; waste oil or

petroleum by-products; paint, tires, lumber, demolition materials, rocks, gravel or soil, stumps or timber; fish feed bags; batteries; undigested septic sludge.

DANGEROUS WILDLIFE

means a bear, cougar, wolf, and coyote.

DWELLING

shall mean a building or portion of a building used as a place of abode or place of living within the Town and containing no more than two self-contained residential units, and shall include those buildings identified on the Assessment Roll as single family dwelling; single family dwelling with basement suite; duplex; duplex up and down; duplex single unit ownership; manufactured home (not in manufactured home park); row housing of single unit ownership; seasonal dwelling; stratified rental townhouse with all units rented out under one ownership; strata lot residence including seasonal (condominium), single family dwelling, duplex or seasonal dwelling on two acres or more; **BUT** shall not include an apartment house, hotel, motel, rooming house, boarding house or those buildings identified on the Assessment Roll as manufactured home (in a manufactured home park); triplex; fourplex; all multi-family categories excluding duplexes; all stratified rental apartment categories; seasonal resort, nursing home or congregate care facility uses.

GARBAGE

includes trade waste, household waste, garden refuse and all noxious, offensive or unwholesome matter or substances or any article or material which the owner does not wish to retain, including household furniture, appliances, machinery, automobile vehicle bodies and/or parts and construction waste.

GARBAGE COLLECTOR

shall mean a person appointed from time to time by the Council of the Town of Gibsons to carry out the duties related to collectible garbage as provided in this bylaw.

HOUSEHOLD WASTE

means general rubbish or an accumulation of waste or discarded materials or things of any kind or nature other than garbage, ashes or trade waste as herein defined.

OCCUPIER

shall mean any person occupying any dwelling, habitation or place of residence within the Town, but shall not include any person who is merely a boarder, roomer, lodger or the occupant of any apartment building.

OWNER

shall include the agent of such owner.

- TOWN** shall mean the Municipality known as the Town of Gibsons and may also include reference to the Council of the Town of Gibsons or its authorized servants or agents.
- TRADE PREMISES** shall mean any warehouse, factory, storage yard, store, cafe, eating place, wholesale or retail business place, garage or service station, office building and any building other than a dwelling or apartment house within the Town.
- TRADE WASTE** means refuse and accumulation of waste and abandoned materials resulting from the operation of a trade or business, including boxes and packing cases, wrapping material, sweepings and all flammable materials of a like nature.
- WILDLIFE RESISTANT CONTAINER** means a fully enclosed waterproof container with a lid and a latching device of sufficient design and strength to prevent access by dangerous wildlife and as it applies to a Dwelling measure no more than 75 cm. in height, 60 cm. in diameter and in no case having a volume greater than 77 litres or weight greater than 23 kilograms.
- WILDLIFE RESISTANT ENCLOSURE** means a structure which has four enclosed sides, a roof, doors, and a latching device of sufficient design and strength to prevent access by dangerous wildlife.

3. Wildlife Resistant Containers

- 3.1 Every occupier of a unit in a dwelling within the Town shall provide and maintain in good and sufficient order and repair Wildlife Resistant Containers sufficient in number to contain all collectible garbage from that unit.
- 3.2 Within the Town every owner of an apartment house and every person who occupies a trade premises shall:
- 3.2.1 Provide and maintain in good and sufficient order and repair a wildlife resistant container of sufficient capacity to contain all the garbage from that apartment house or trade premises.
- 3.2.2 Arrange, at their own cost, for the collection and removal of garbage or trade waste from that container on a regular basis at least once a week.
- 3.3. All collectible garbage shall be kept in wildlife resistant containers which shall, except on the day of collection, be kept in a building or wildlife resistant enclosure connected with the dwelling with which they are associated.

- 3.4. All Wildlife Resistant Containers shall at all times be kept on the premises of or connected with such dwelling, apartment house or trade premises and they shall not at any time be kept or placed upon, nor shall they encroach upon, nor project over any street, lane or public place SAVE AND EXCEPT as otherwise provided in Section 3.5 of this bylaw.
- 3.5. On the posted day of collection the occupier of a dwelling shall:
 - 3.5.1 Place the wildlife resistant container containing collectible garbage adjacent to the street or lane at ground level no sooner than 7:00 a.m. so as to be available for collection.
 - 3.5.2 Such placement to be no more than three (3) metres to the garbage truck when stopped on the nearest accessible point on the street.
 - 3.5.3 On the same day remove all wildlife resistant containers from the side of the street or lane and store them in a building or wildlife resistant enclosure connected with the dwelling with which they are associated.
- 3.6. No occupier of a dwelling shall fill a Wildlife Resistant Container placed for collection with collectible garbage which prevents the lid of the Container from being tightly closed in place.
- 3.7. No liquids or free water shall be put or placed in or allowed to run into, or accumulate in any Wildlife Resistant Container, and all such Containers shall at all times be kept clean and in a sanitary condition, securely covered with a water-tight cover.
- 3.8. No person shall place any explosive substance in any Wildlife Resistant Container.
- 3.9. All putrescible garbage such as rejected, abandoned or discarded vegetables or animal food shall be drained before being deposited in any Wildlife Resistant Container.
- 3.10. All Wildlife Resistant Containers shall, at all times, be kept in a good and sanitary condition and shall be accessible for inspection at all reasonable hours. When any Wildlife Resistant Container has been condemned by the Town as unfit for the purpose, such Wildlife Resistant Container shall be removed along with the garbage and the occupier shall forthwith provide a suitable and sanitary Wildlife Resistant Container as described in this bylaw.
- 3.11. Wildlife resistant containers shall be the acceptable standard of container within the Town of Gibsons in accordance with the following timeframe:

3.11.1 One year from the date of adoption of this bylaw every outdoor container or receptacle used for depositing or storing collectible garbage from a dwelling shall be a wildlife resistant container.

3.11.2 One year from the date of adoption of this bylaw every apartment house and trade premises, including commercial, industrial, institutional, and tourist accommodation buildings shall provide and maintain a wildlife resistant container of sufficient capacity to contain all the garbage from that apartment house or trade premises.

4. Frequency and scope of collection

The garbage collector shall pick up collectible garbage from Wildlife Resistant Containers filled and placed as required in Section 3.5 in accordance with the following frequency and scope of collection:

4.1 Service

Except as provided in Section 4.4 herein, the occupier of every dwelling within the Town shall use the services of the garbage collector as provided for in Section 6 of this bylaw.

4.2 Dwellings

Collectible garbage from dwellings shall be collected once per week to a maximum of two (2) Wildlife Resistant Containers per dwelling unit for the 12 month period ending February 28th, 1998, and thereafter only one (1) Wildlife Resistant Container per dwelling unit shall be collected.

4.3 Apartment houses, trade premises and other buildings

There shall be no collection provided by the garbage collector under this bylaw for apartment houses or other multiple unit buildings nor for trade premises and other buildings.

4.4 Excess or other garbage

The pick up of collectible garbage and other garbage in excess of that provided for in this bylaw shall be arranged by the occupier or owner at their cost, either by purchase of an extra container ticket from the Town Hall or the garbage collector, or in accordance with their own independent agreement with a person providing such a service within the Town of Gibsons. Each extra container ticket price shall be \$2.00, \$1.00 of which shall be paid to the contractor for collection purposes and \$1.00 shall be retained by the Town of Gibsons as a credit towards the additional tipping fee charged by the operator of the Sunshine Coast Regional District. Extra garbage must be contained within a wildlife resistant container.

4.5 Littering

No person shall throw, place or pile or cause to be thrown, placed or piled upon any street, lane, alley, public land or into the sea within the Town or upon any private lot or property within the Town, any garbage or refuse.

5. Charges for collection

The Annual charges for collection of collectible garbage, to the extent provided by this bylaw shall:

- 5.1 The annual rate for collection and disposal shall be in accordance with the rates shown on Schedule "A" which is attached hereto and forms part of this bylaw.
- 5.2 Appear as a charge together with the annual property tax notice.
- 5.3 Be payable to the Town of Gibsons by the property owner of every property containing a dwelling as defined in this bylaw.
- 5.4 Where the Town establishes a Special Clean-Up Day or days as an extra collection service, no charge shall be payable.

6. Garbage Contracts

- 6.1 The Town may appoint a garbage collector to remove collectible garbage from dwellings within the Town and such appointment shall be on such conditions as the Town may determine or agree to by contract, which shall be consistent with the terms of this bylaw.
- 6.2 Where the Town enters into a written contract by bylaw, that provides for the duties of the garbage collector to be undertaken by a person, that contract shall require the garbage collector to undertake the duties as set out in this bylaw which in addition to the foregoing shall include the following:
 - 6.2.1 The contractual garbage collector shall furnish a Performance Bond in the amount equal to two (2) months fees charged under the contract in favour of the Town of Gibsons that will guarantee the specific performance of the contract and against which the Town may claim in the event that the contractual garbage collector fails to comply with the terms of the contract.
 - 6.2.2 The contractual garbage collector shall carry and pay for comprehensive general liability insurance to a minimum of \$5,000,000.00 (Five Million Dollars) naming the Town of Gibsons as a co-insured and providing for protection against claims arising by

third parties as well as coverage for the equipment owned by the garbage collector and for the protection of the employees of the garbage collector so as to comply with the requirements of all legislation including the Workers' Compensation Act.

6.2.3 The term of each contract with the garbage collector shall be for not less than one year and terminates on March 1st of any calendar year, but may be renewed by mutual consent, subject to the provisions of the Municipal Act.

7. Garbage Collectors

It shall be the duty of the garbage collector to provide the following services:

- 7.1 Collect all collectible garbage within the Town in accordance with the frequency of collection set forth in Section 4 of this bylaw.
- 7.2 Report to the Superintendent of Public Works any violation of this bylaw by persons within the Town.
- 7.3 Clean up any collectible garbage spilled or scattered in the operation of collection.
- 7.4 Ensure persons employed for the collection of garbage act in a courteous and disciplined manner.
- 7.5 Have a central dispatch office equipped with a telephone capable of receiving orders or complaints during ordinary office hours.
- 7.6 Answer all complaints courteously and promptly.
- 7.7 Respect private property.
- 7.8 Provide garbage collection vehicles of substantial construction, which shall be equipped with sufficient covers.
- 7.9 Ensure garbage vehicles are washed and cleaned and disinfected to such a degree and at such intervals as will meet the requirements of the Public Health Inspector at all times.
- 7.10 Have all garbage collection equipment accessible to the Public Health Inspector at all reasonable times.
- 7.11 Ensure that garbage collection vehicles do not interfere needlessly with traffic and that such vehicles are not left standing unnecessarily on any street.

7.12 Abide by all Federal, Provincial and local laws and requirements.

8. Enforcement

8.1 Every person who contravenes any provision of this Bylaw is guilty of an offence under the *Offence Act* and is liable on summary conviction to a fine of not less than \$100.00 and not more than \$10,000 or imprisonment of not more than six months.

8.2 This bylaw may be enforced by means of a ticket in the form prescribed for the purpose of Section 264 of the *Community Charter*.

8.3 Pursuant to Section 264(1)(b) of the *Community Charter*, Bylaw Enforcement Officers are designated to enforce this bylaw.

8.4 Pursuant to Section 264(1)(c) of the *Community Charter*, the words or expression in Column 2 of Schedule "B" to this bylaw designate the offence committed under the bylaw section number appearing in Column 1 opposite the respective words or expression.

8.5 Pursuant to Section 265(1)(a) of the *Community Charter*, the fine amount in Column 3 of Schedule "B" to this bylaw is the fine amount that corresponds to the section number and words or expression set out in Columns 1 and 2 opposite the fine amount.

8.6 Each day that a contravention of the provisions of this Bylaw exists or is permitted to exist shall constitute a separate offence.

8.7 No person shall interfere with or obstruct the Bylaw Enforcement Officer or any person acting in the conduct of administration or enforcement of this Bylaw.

9 Entry

The Bylaw Enforcement Officer is hereby authorized, in accordance with section 16 of the *Community Charter*, to enter, at any reasonable time, onto property in the course of enforcing this bylaw in order to ascertain whether the regulations of this bylaw are being observed.

10. Severance

If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

READ a first time this	26 th	day of	April	1996
READ a second time this	30 th	day of	April	1996
READ a third time this	30 th	day of	April	1996
ADOPTED this	7 th	day of	May	1996

"T. Eric Small"
Mayor T. Eric Small

"Terry Lester"
Municipal Clerk

Certified a true copy of Garbage Collection
and Disposal Bylaw No. 779

Municipal Clerk

SCHEDULE "A"

To Garbage Collection and Disposal Bylaw No. 779, 1996

1. The combined annual fee for collection and disposal of collectible garbage shall be \$97.50 (ninety-seven dollars and fifty cents) per dwelling unit.
2. For dwelling units where service has been provided for less than a full year, one twelfth of the annual fee shall be charged for each month, or portion thereof of service.

SCHEDULE "B"
TO TOWN OF GIBSONS
GARBAGE DISPOSAL AND COLLECTION BYLAW NO. 779, 1995

OFFENCES AND FINES

Section	Designated Expression	Fine
3.1	Failure to Provide/Maintain Wildlife Resistant Container	\$100
3.2.1	Failure to Provide/Maintain Wildlife Resistant Container	\$100
3.2.2	Failure to Arrange Weekly Pickup	\$100
3.3	Improper Storage of Garbage	\$100
3.4	Failure to Keep Wildlife Resistant Containers on Premises	\$100
3.5.1	Improper Placing of Wildlife Resistant Containers	\$100
3.5.2	Improper Placing of Wildlife Resistant Containers	\$100
3.5.3	Improper Placing of Wildlife Resistant Containers	\$100
4.4	Improper Storage of Garbage	\$100
4.5	Littering	\$100