

# **TOWN OF BEAUMONT**

## **BYLAW # 762-10**

### **A BYLAW OF THE TOWN OF BEAUMONT IN THE PROVINCE OF ALBERTA TO ESTABLISH TERMS AND CONDITIONS FOR THE PROVISION OF WASTE COLLECTION AND RECYCLING SERVICES IN THE TOWN OF BEAUMONT**

**WHEREAS** the *Municipal Government Act*, R.S.A 2000, c. M-26, as amended ("MGA"), including ss. 7 and 8, and Part 3, Division 3 thereof, provides that a Council may pass bylaws for the purpose of operating a public utility, subject to any terms, costs or charges which may be established by Council;

**AND WHEREAS** it is deemed advisable and expedient to set out the terms and conditions applicable to the collection and disposal of solid waste and the provision of recycling services within the Town of Beaumont;

**NOW THEREFORE, THE COUNCIL OF THE TOWN OF BEAUMONT, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:**

#### **1. GENERAL**

- 1.1. This Bylaw may be cited as "The Waste Management Bylaw".
- 1.2. The services provided by the Town shall be provided pursuant to the terms, conditions and provisions of this Waste Management Bylaw, the contents of which shall be binding upon and form part of an agreement between the Town and any Person who receives the services.

#### **2. DEFINITIONS**

- 2.1. "**Approved Building Material**" means:
  - (a) board lumber, including baseboards and casings, not exceeding 0.9m (36") in length; and
  - (b) sheet lumber, including plywood, paneling and drywall, not exceeding 0.9m x 0.3m (36"x 12") sheets and a maximum thickness of 25mm (1");
- 2.2. "**Ashes**" means the residue left after the combustion of any substance, including but not limited to partially burnt wood, charcoal or coal;
- 2.3. "**Automated Bin Service**" means a Collection Service where Waste Materials are stored in a Waste Roll Cart constructed to be emptied mechanically into a Collector's vehicle;
- 2.4. "**Blue Bag**" means a translucent blue plastic bag available for use in a municipal recycling program;
- 2.5. "**Brown Paper Bag**" means a brown paper bag available for use in a municipal recycling program;

- 2.6. "**Clear Bag**" means a transparent colorless plastic bag available for use in a municipal composting program;
- 2.7. "**Collection Service**" means the curbside collection of Waste Materials via Automated Bin Service and Recyclable Materials and Yard Waste Materials via manual service;
- 2.8. "**Collector**" means the Person or Persons retained by the Town for the purpose of collecting, disposing and processing of Waste Materials, Recyclable Materials and Yard Waste Materials;
- 2.9. "**Commercial Facilities**" includes stores, warehouses, commercial, industrial and institutional facilities;
- 2.10. "**Container**" means one or a combination of the following:
  - (a) Non-reusable Blue Bag for combined collection of Recyclable Materials;
  - (b) Non-reusable Clear Bag or Brown Paper Bag for Yard Waste Materials;
  - (c) Waste Roll Cart for Waste Materials;
- 2.11. "**Council**" means the Municipal Council of the Town of Beaumont;
- 2.12. "**Dwelling**" means any detached single family residence, duplex, or Multi-Family Complex designed for individual family living;
- 2.13. "**Fees and Charges**" means the Fees and Charges referred to in the Schedule of Fees and Charges approved by Council, from time to time;
- 2.14. "**General Manager**" means the Chief Administrative Officer of the Town of Beaumont or his designate;
- 2.15. "**Householder**" means any owner, occupant, lessee or tenant or any other Person in charge of any Dwelling;
- 2.16. "**Multi-Family Complex**" means a building or private community containing three or more dwelling units, including apartment buildings, townhouses, seniors complexes and condominiums;
- 2.17. "**Owner**" means any Person who is registered under the Land Titles Act as the Owner of a parcel of land, or in the case of Property other than land and the Improvements thereon Person who is in legal possession thereof;
- 2.18. "**Park**", "**Parked**", and "**Parking**" shall mean a Vehicle remaining stationary in one place whether or not the Vehicle is occupied or the engine is running, but excluding Vehicles stationary in one place while:
  - (a) actually engaged in loading or unloading passengers; or
  - (b) in compliance with a Traffic Control Device or the direction of a Peace Officer;

- 2.19. "**Peace Officer**" means a Member of the Royal Canadian Mounted Police, a Community Peace Officer appointed by the Town of Beaumont (pursuant to the provisions of the Peace Officer Act, R.S.A. 2007, as amended or repealed and replaced from time to time), or Bylaw Enforcement Officer, appointed by the Town, pursuant to the Municipal Government Act;
- 2.20. "**Person**" means any individual, partnership or corporation, and heirs, executors, administrators or legal representative of a Person;
- 2.21. "**Recyclable Materials**" means those materials collected for recycling as designated by the General Manager from time to time, and listed in Schedule 'B' to this Bylaw;
- 2.22. "**Recycling Service**" means curbside, roadside or any recycling or waste diversion service or program available to all Town residents for the collection of Recyclable Materials;
- 2.23. "**Recycling Station**" means any recycling facility designated by the Town for collection of Recyclable Materials;
- 2.24. "**Roadway**" means a roadway as defined in the *Traffic Safety Act*, RSA 2000, c. T-6, as may be amended or replaced from time to time;
- 2.25. "**Town**" means the Town of Beaumont;
- 2.26. "**Utility Bill**" means a bill which sets out the fees levied by the Town on an annual, monthly, bi-monthly or quarterly basis for utility services provided by the Town;
- 2.27. "**Utility Services**" means, in the context of this Bylaw, waste collection and disposal and recycling services supplied by the Town;
- 2.28. "**Utility Services Bylaw**" means Town of Beaumont Bylaw Number 689-08, as may be or amended or replaced from time to time;
- 2.29. "**Vehicle**" means a vehicle as defined in the *Traffic Safety Act*, R.S.A. 2000, c. T-6, as may be amended or replaced from time to time;
- 2.30. "**Violation Tag**" means a tag or similar document issued by the Town pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended or repealed and replaced from time to time;
- 2.31. "**Violation Ticket**" means a ticket issued pursuant to Part 2 or Part 3 of the *Provincial Offences Procedure Act*, R.S.A. 2000, C. P-34, as amended, or repealed and replaced from time to time, and any Regulations thereunder, as applicable;
- 2.32. "**Waste Disposal Site**" means any disposal facility designated by the Town for solid waste disposal;

- 2.33. **"Waste Transfer Station"** means any transfer station facility designated by the Town for solid waste disposal;
- 2.34. **"Waste Materials"** means any material discarded from a Dwelling or Multi-Family Complex that is not Recyclable Materials or Yard Waste Materials;
- 2.35. **"Waste Roll Cart"** means the roll cart compatible with the Collector's automated cart lift system which is provided to the Householders by the Town or the Collector on behalf of the Town for Collection Services;
- 2.36. **"Yard Waste Materials"** means lawn trimmings, soft plant roots, hedge and shrub trimmings, brush cuttings, twigs and branches; but does not include tree stumps, tree trunks, or sod.

### **3. Administration**

- 3.1. The General Manager may designate the administration of this Bylaw to the following employee positions:
- (a) Manager, Planning and Engineering; and / or
  - (b) Manager, Finance and Administration

### **4. Collection and Recycling Services**

- 4.1. Collection Service shall be compulsory for all Dwellings in the Town, with the exception of any Dwelling defined by this Bylaw to be a Multi-Family Complex.
- 4.2. Notwithstanding Section 4.1, the Collector may, in its sole discretion, exclude any Dwellings from compulsory Collection Service where the Collector determines that it is appropriate to do so.
- 4.3. The Owner, management company or, in the case of a condominium, the condominium corporation, of a Multi-Family Complex may apply for Collection Service in accordance with the following provisions:
- (a) by submitting a written request to the Town on the form approved by the Town for such applications, requesting service and providing written confirmation that the Owner, management company or condominium corporation absolves the Town and the Collector from any and all damages or liabilities associated with entering and servicing the Multi-Family Complex, including surface damage to any of the hard surfaces, roads, driveways and parking lot areas;
  - (b) once the written request is received and found to be in order, the Town and the Collector shall conduct a site inspection to determine if the entire site can be serviced in an efficient and safe manner and without requiring the Collector's vehicle to operate in reverse. The final decision to permit or deny service to the site shall be at the sole discretion of the General Manager, with consideration to the result of the site inspection conducted by the Collector; and

- (c) upon approval all Householders within the Multi-Family Complex will be billed individually for all applicable Collection Services on each of their respective Utility Bills, unless the General Manager otherwise directs in writing.
- 4.4 The Owner, management company or, in the case of a condominium, the condominium corporation, of a Multi-Family Complex may make a separate application for collection of Recyclable Materials and / or Yard Waste Materials from the adjacent public Roadway in accordance with the following provisions:
- (a) by submitting a written request to the Town on the form approved by the Town for such applications, requesting service and providing written confirmation that the Owner, management company or condominium corporation absolves the Town and the Collector from any and all damages or liabilities associated with the placement and servicing of the Multi-Family Complex from a Roadway, including the responsibility of cleanup and removal of any unacceptable material and / or litter from the Roadway or adjacent area;
  - (b) once the written request is received and found to be in order, the Town and the Collector shall conduct an inspection of the Roadway and curbside area to determine a suitable location or locations for servicing in an efficient and safe manner and without requiring the Collector's vehicle to operate in reverse. The final decision to permit or deny service to the site shall be at the sole discretion of the General Manager, with consideration to the result of the inspection conducted by the Collector; and
  - (c) upon approval all Householders within the Multi-Family Complex will be billed individually for all applicable services on each of their respective Utility Bills, unless the General Manager otherwise directs in writing.
- 4.5 Fees and Charges for Collection Services shall be billed to the Householder of any Dwelling that receives Collection Services.
- 4.6 A Householder shall be responsible for all Fees and Charges from the date of ownership or occupancy of a Dwelling, whichever occurs first.
- 4.7 Fees and Charges shall be invoiced on a Householder's Utility Bill, and are payable in accordance with the terms and conditions of that Bill and the Utility Services Bylaw.
- 4.8 Commercial Facilities shall make private arrangements for the collection and disposal of Waste Materials.
- 4.9 Utility charges for Collection Services shall not be applicable to Commercial Facilities.
- 5. Fees and Charges**
- 5.1. The Fees and Charges to be charged for Collection Services and for processing or disposal shall be as set out in the Fees and Charges.

5.2. All other provisions and processes related to Utility Bills and Fees and Charges shall be the same as those specified in the Terms and Conditions of the most recent version of the Utility Services Bylaw.

**6. Preparation of Materials for Collection**

6.1. Yard Waste Materials, other than twigs and branches, shall be placed in a Container designated for Yard Waste Materials, maximum weight per Container not to exceed 25 kg (55 lbs); twigs and branches shall be compacted and tied in secure bundles not more than one meter (3.3 ft) in length and not more than 25 kg (55 lbs) each.

6.2. Ashes shall be packaged cold in the Container designated for Waste Materials.

6.3. Sawdust shall be placed in the Container designated for Waste Materials.

6.4. Dog feces or cat litter packaged in plastic bags shall be placed in the Container designated for Waste Materials.

6.5. Approved Building Materials shall be placed in the Container designated for Waste Materials.

6.6. Grass clippings shall be placed in the Container designated for Yard Waste Materials.

6.7. All Recyclable Materials shall be clean and free of any food residue, dirt, or other material that is not a Recyclable Material, and placed into a Container designated for Recyclable Materials.

6.8. All other Waste Materials shall be deposited in the Container designated for Waste Materials but limited to the capacity of the Container with the lid closed. No additional Waste Materials shall be collected over and above the capacity of the Container unless otherwise designated by the General Manager.

6.9. No Householder will place, permit to be placed, or mix any of the following materials for collection:

(a) any highly combustible or explosive waste, including, without restricting the generality of the foregoing, such materials as hot Ashes, ignitable waste, motion picture film or toxic materials;

(b) any compound that may be considered dangerous or hazardous under the provisions of any other legislation whether Provincial or Federal;

(c) sharp objects or broken glass unless packaged to allow safe handling;

(d) luminescent gas filled tubes, unless such tubes are encased in a container of sufficient size and strength to protect such tubes from breakage and thereby allowing safe handling;

(e) dead animals or animal parts; or

(f) unapproved building materials.

6.10. The Collector shall have no obligation to collect any materials not prepared or disposed of in the manner described in this section.

## **7. Restrictions on Collection Service**

7.1. Collection Service will not be provided if:

- (a) the Container is not a proper Container supplied by or prescribed by the Town;
- (b) the lid on the Waste Roll Cart is not closed;
- (c) material is hanging out of the Waste Roll Cart; there is loose or bagged Waste Materials not placed in the Waste Roll Cart;
- (d) the material is compressed, stuck or frozen within the confines of the Waste Roll Cart;
- (e) the Container contains material(s) described in Section 6.9;
- (f) the materials have not been prepared as described in Section 6; or
- (g) the Container is not located as described in Section 8.

## **8. Collection, Storage Locations and Scheduling**

8.1. A Householder may request the provision of an additional Waste Roll Cart for Collection Service by contacting the Town.

8.2. No additional Fees and Charges shall be levied for servicing additional Waste Roll Carts.

8.3. Notwithstanding Section 8.1, a monthly lease fee may be imposed by the Collector for the use of additional Waste Roll Carts.

8.4. All Waste Roll Carts shall remain the property of the Collector and a Householder may not purchase a Waste Roll Cart from the Collector for use in the Town's Collection Service.

8.5. The Householder shall maintain all Containers supplied by the Town or Collector in a clean and sanitary condition at all times, and shall notify the Town of any lost, stolen or damaged Containers and obtain a replacement by way of lease through the Collector.

8.6. The Householder is responsible to leave the Waste Roll Cart(s) at the Dwelling at such time as the Householder vacates the premises.

8.7. No Container shall be placed for collection such that it is within one meter (3.3 ft) of any structure or other object.

8.8. No Container shall, except when placed for collection, be located other than on the Householder's premises, and in particular no Container shall be located so as to encroach on any Roadway, highway, boulevard, lane or public place except as expressly required by this Bylaw.

8.9. No Person shall place any Waste Materials intended to be emptied by automated machinery, than that Container provided by the Town.

- 8.10. Collection of Waste Materials, Recyclable Materials and Yard Waste Materials shall be weekly, in accordance with the collection schedule set out at Schedule 'C' of this Bylaw, as approved by resolution of Council from time to time.
- 8.11. Containers must be removed from curbside by 9:00 p.m. the day of collection. Any materials not collected must be removed from curbside by 9:00 p.m.
- 8.12. In approved Multi-Family Complexes, Containers will be stored on private property and placed out for collection in such manner and locations(s) as determined by the Town.
- 8.13. The days and times of Collection Services will be the days and times approved by the Town.

**9. Parking restrictions near Waste Roll Carts**

- 9.1. No Person shall Park or permit to be Parked, any Vehicle within one meter (3.3 ft) of a Waste Roll Cart that has been set out, prior to the arrival of the Vehicle, in accordance with the provisions of Section 8.

**10. Waste Disposal Sites, Waste Transfer Stations & Recycling Stations**

- 10.1. All Persons utilizing a Waste Disposal Site, Waste Transfer Station or Recycling Station shall obey all signs, posted regulations and directions of site attendants.
- 10.2. No Person shall remove any Waste Materials, Recyclable Materials or any other material from Waste Disposal Sites, Waste Transfer Stations or Recycling Stations without the written permission of the General Manager.
- 10.3. No Person shall ignite or cause to be ignited any Waste Materials, Recyclable Materials or any other material or part thereof at any Waste Disposal Site, Waste Transfer Station, or Recycling Station.
- 10.4. No Person shall deposit any burning material or smoldering material at a Waste Disposal Site, Waste Transfer Station, or Recycling Station without the written permission of the General Manager.
- 10.5. No Person shall deposit in a Waste Disposal Site, Waste Transfer Station or Recycling Station, any materials not designated by the General Manager for deposit, or any material(s) described in Section 6.9 of this Bylaw.
- 10.6. No Person shall deposit any materials at a Waste Disposal Site or Waste Transfer Station in a location not designated for the disposal of such materials, including but not limited to, the disposal of Waste Materials, Recyclable Materials or Yard Waste Materials outside the gates or fence of a Waste Disposal Site, Recycling Station, or Waste Transfer Station, or in the incorrect bins or containers for such materials.



10.7. The Hours of Operation of the Town operated Waste Disposal Sites, Waste Transfer Stations or Recycling Stations may be established by the General Manager and posted at each site.

10.8. No Person shall deposit any Waste Materials, Recyclable Materials or Yard Waste Materials at a Waste Disposal Site, Waste Transfer Station, or Recycling Station outside of the Hours of Operation of that site.

## **11. Offences and Penalties**

11.1. Any Person who violates any provision or requirement of this Bylaw is guilty of an offence and liable, upon summary conviction, to a penalty as set out within this Bylaw.

11.2. Notwithstanding section 11.5, a Peace Officer may issue a Violation Tag, or a Violation Ticket, in regard to this Bylaw.

11.3. A Violation Tag may only be issued for those offences for which a specified penalty is prescribed by this Bylaw. The Violation Tag shall state the specified penalty prescribed, and set out the voluntary payment option available therefore.

11.4. Where a Violation Tag is issued pursuant to the terms of this Bylaw, the Person to whom the Violation Tag is issued may plead guilty to the offence by signing the Violation Tag in the space provided thereon, and in lieu of being prosecuted for the offence in Court, may deliver the signed Violation Tag, and a voluntary payment in an amount equal to the specified penalty for the offence, to the Town, in the manner specified on the Violation Tag.

11.5. In those cases where a Violation Tag has been issued and the specified penalty provided for therein has not been paid within the prescribed time, a Peace Officer is hereby authorized and empowered to issue a Violation Ticket.

11.6. A Violation Tag shall be in a form approved by the General Manager and shall state:

- (a) the name of the Person to whom the Violation Tag is issued;
- (b) a description of the offence and the applicable Bylaw section;
- (c) the appropriate penalty for the offence as specified in Schedule 'A' of this Bylaw;
- (d) that the penalty shall be paid within thirty (30) days of the issuance of the Violation Tag in order to avoid prosecution; and
- (e) any other information as may be required by the General Manager.

11.7. A Violation Tag may be issued to a Person:

- (a) personally;
- (b) by registered mail sent to the postal address of the person, as shown on the Tax Assessment Roll or on the Certificate of Title for the property; or
- (c) by leaving it with a person apparently over eighteen (18) years of age at the place of residency of the person to whom the Violation Tag is addressed.

- 11.8. Nothing contained in this Bylaw shall prevent or prohibit the immediate issuance of a Violation Ticket. Without restricting the generality of the foregoing, it is not mandatory to issue a Violation Tag prior to issuing a Violation Ticket.
- 11.9. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues, and a Person found guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each day upon which the offence occurs.
- 11.10. For the purpose of this Bylaw, an act or omission by an employee, acting in the course of their employment, is deemed to be an act or omission of their employer.
- 11.11. For the purpose of this Bylaw, an act or omission by an agent, acting in the course of their agency, is deemed to be an act or omission of the agent's principal.
- 11.12. When a corporation commits an offence under this Bylaw, every director, officer, manager, employee, or agent of the corporation, who authorized, assented to, acquiesced in, or participated in the offence, act, or omission, that constitutes an offence under this Bylaw, is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- 11.13. A Person who is guilty of an offence not otherwise subject to a specified penalty pursuant to this Bylaw is liable to pay a fine as described in Schedule 'A'.
- 11.14. In addition, specified penalties as set out in Schedule 'A' attached hereto, are hereby established regarding the offences set out in Schedule 'A', which forms part of this Bylaw.
- 11.15. Notwithstanding the specified penalties provided for in Schedule 'A' attached hereto, a Judge of the Provincial Court of Alberta, or any other Court, may increase the penalties provided for in Schedule 'A', where the Court deems it appropriate to do so, having regard, among other things, to the gravity or consequences of the offence, or whether the offence has been repeated.
- 11.16. Voluntary payments, where allowed, for any offence not specified in Schedule 'A', shall be as described in Schedule 'A':
- 11.17. The Person to whom the Violation Ticket has been issued may plead guilty by making a voluntary payment in respect of the summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together with an amount equal to the specified penalty for the offence as provided within Schedule 'A'.
- 11.18. When a clerk records in the Court records the receipt of a voluntary payment pursuant to Section 11.18 and the *Provincial Offences Procedure Act*, the act of recording receipt of that payment constitutes acceptance of the guilty plea and also constitutes the conviction and the imposition of a fine in the amount of the specified penalty.

11.19. Notwithstanding this section of the Bylaw, nothing contained herein shall restrict the Town from pursuing such further or other remedies as may be prescribed by law related to those matters set out in this Bylaw.

**12. Severability Provision**

12.1. Should any provision of this bylaw be invalid then such provision shall be severed and the remaining bylaw shall be maintained.

**13. Transitional**

13.1. Nothing in this Bylaw will operate to relieve any Person from complying with any Federal, Provincial or other Town law, order, regulation or Bylaw.

13.2. This Bylaw will come into force and effect after third reading and upon being signed.

13.3. Bylaw 260, a bylaw to establish waste management services for the Town of Beaumont is hereby repealed.

Read a first time this 25<sup>th</sup> day of May, 2010.

Read a second time this 8<sup>th</sup> day of June, 2010.

Read a third and final time this 8<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Municipal Clerk

**Schedule 'A'****PENALTIES**

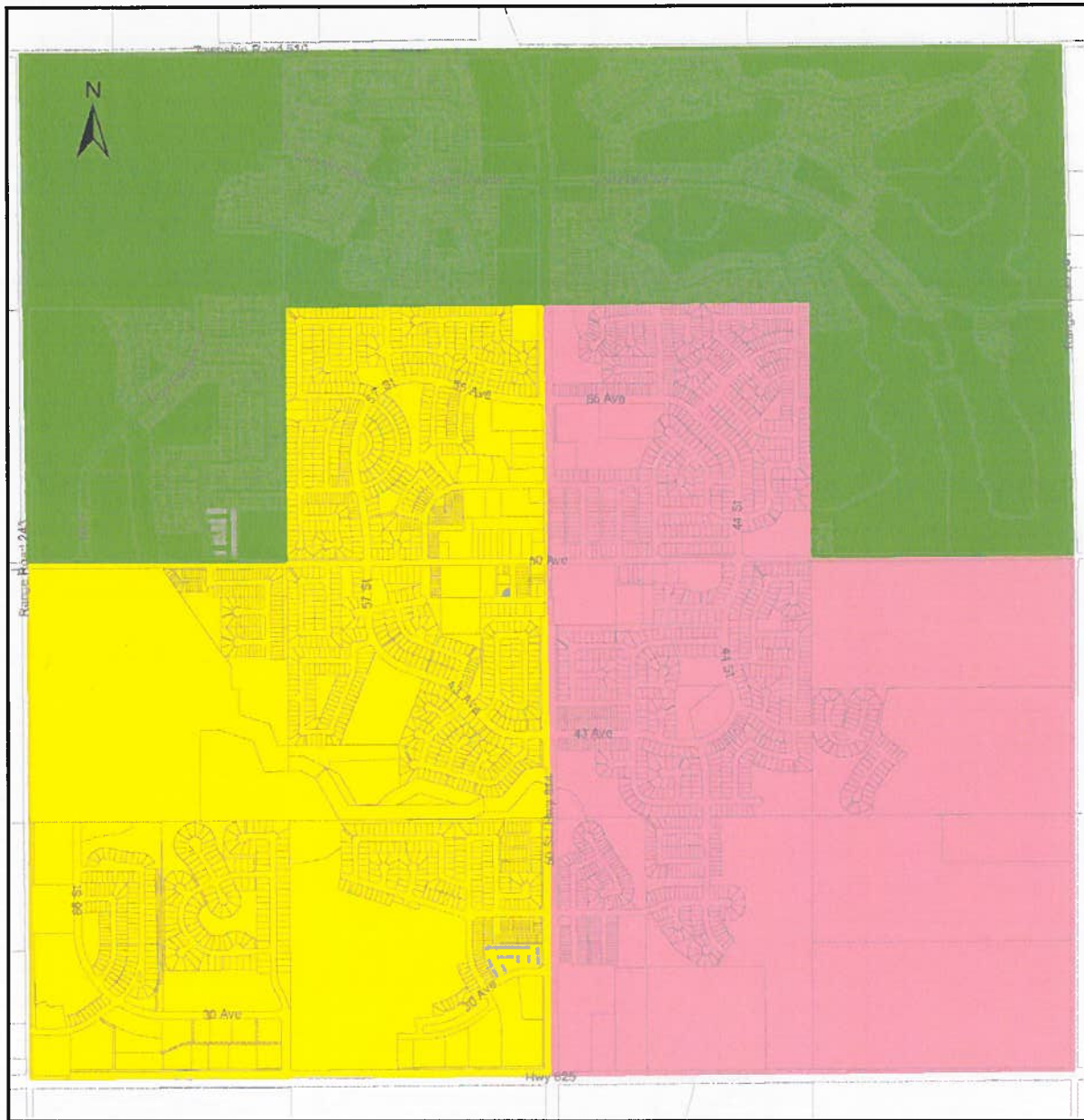
| <u>Offence</u>  | <u>Section</u> | <u>Penalty (Minimum)</u> |
|---|----------------|--------------------------|
| Improper materials for removal as Waste   | 6.8            | \$100.00                 |
| Improper location of Containers   | 8.4, 8.5 & 8.6 | \$100.00                 |
| Improper storage of Containers (not on private property or in view from a roadway, highway, boulevard, lane or public property) | 8.8 & 8.9      | \$100.00                 |
| Parking a Vehicle within 1 meter (3.3 ft.) of a Waste Roll Cart   | 9.1            | \$30.00                  |
| Removal of waste or materials from Recycling Stations, Waste Transfer Stations or Waste Disposal Sites                          | 10.2           | \$100.00                 |
| Igniting waste or materials at Recycling Stations, Waste Transfer Stations or Waste Disposal Sites                              | 10.3           | \$100.00                 |
| Depositing burning material at Recycling Stations, Waste Transfer Stations or Waste Disposal Sites                              | 10.4           | \$100.00                 |
| Depositing improper materials at Recycling Stations, Waste Transfer Stations or Waste Disposal Sites                            | 10.5           | \$100.00                 |
| Person who is guilty of an offence not otherwise subject to a specified penalty pursuant to this Bylaw                          | 11.13          | \$500.00 to \$10,000.00  |
| For a first offence   | 11.16          | \$300.00                 |
| For a second offence  | 11.16          | \$1,000.00               |
| For a third or subsequent offence   | 11.16          | \$1,500.00               |

**Schedule 'B'**

**LIST OF MATERIALS ACCEPTED FOR RECYCLING  
("Recyclable Materials")**

1. **"Clean Containers"** means a designated type of Recyclable Materials including clean glass bottles and jars, aluminum, steel and tin cans, and plastic containers, such as plastic bottles with twist off top, yogurt containers, margarine containers or other similar material designated by the General Manager from time to time; and
2. **"Paper Fiber Materials"** means a designated type of Recyclable Material including mixed paper, corrugated cardboard, newsprint, box board, magazines, catalogues, flyers, telephone or other soft cover books, paper egg cartons or other similar material designated by the General Manager from time to time.

**Schedule 'C'**



**Town of Beaumont  
Residential Waste & Recycling Service Schedule**

 **Tuesday**

 **Wednesday**

 **Thursday**

September, 2009

