SUMMER VILLAGE OF WHITE SANDS

BYLAW NO. 227-26

"WASTE AND RECYCLING SITE USE BYLAW"

A BYLAW OF THE SUMMER VILLAGE OF WHITE SANDS, IN THE PROVINCE OF ALBERTA, TO REGULATE THE USE OF THE MUNICIPAL WASTE AND RECYCLING SITE.

WHEREAS Pursuant to the *Municipal Government Act*, Council may pass bylaws respecting services provided by or on behalf of the municipality, the safety and welfare of people and property, municipal property, and the enforcement of municipal bylaws;

AND WHEREAS the Summer Village of White Sands is a member of the *Stettler Regional Waste Management Authority (SRWMA)* for regional solid waste management and disposal services;

AND WHEREAS communal household waste containers forming part of the regional waste system are located on municipally owned property within the Summer Village;

AND WHEREAS the Summer Village owns, monitors and maintains the municipal site on which household waste and recycling containers are located;

AND WHEREAS recycling services are provided in accordance with applicable provincial recycling programs and municipal service arrangements;

AND WHEREAS Council considers it necessary to regulate the manner in which the Municipal Site and the waste and recycling containers located thereon are used, including the deposit of prohibited material, unauthorized dumping, contamination, damage to municipal property, and activities that may create additional municipal costs or safety concerns;

NOW THEREFORE, the Council of the Summer Village of White Sands, duly assembled, enacts as follows:

1. TITLE

1.1 This Bylaw may be cited as the **Waste and Recycling Site Use Bylaw**.

2. DEFINITIONS

2.1 In this Bylaw:

"Accepted Material" means material permitted to be deposited in a particular Municipal Waste Container or Municipal Recycling Container in accordance with this Bylaw, applicable SRWMA requirements, Recycling Program requirements, and posted municipal signage.

"Bulk Waste" means an item that, because of its size, weight, shape, quantity or nature, is not suitable for disposal in a communal household waste container and includes furniture, couches, mattresses, large appliances, large household items, large metal objects, pipes, poles, lumber and similar oversized items.

"CAO" means the Chief Administrative Officer of the Summer Village or their designate.

"Construction and Demolition Waste" means waste resulting from construction, renovation, repair or demolition activities and includes lumber, drywall, insulation, roofing materials, concrete, bricks, flooring, plumbing fixtures, windows, doors and similar building materials.

"Council" means the municipal Council of the Summer Village of White Sands.

"Hazardous Material" means any material that may pose a risk to human health, safety, property or the environment and includes chemicals, fuels, oil, solvents, pesticides, paint, propane cylinders, pressurized containers, explosives, flammable material, hot ashes and any material classified or regulated as hazardous or dangerous under applicable legislation.

"Household Waste" means ordinary non-hazardous waste generated through normal residential activities that is suitable for disposal in a communal household waste container, but does not

include Bulk Waste, Construction and Demolition Waste, Hazardous Material or other Prohibited Material.

"Municipal Recycling Container" means a bin or container located at the Municipal Site and designated for the collection of Recyclable Material.

"Municipal Site" means the municipally owned and maintained waste and recycling collection site within the Summer Village, including the lands, waste and recycling containers, collection areas, signage, cameras and other related municipal property or equipment.

"Municipal Waste Container" means a communal garbage bin or container located at the Municipal Site and designated for the collection of Household Waste through the regional waste system.

"Prohibited Material" means material that shall not be deposited in a Municipal Waste Container or Municipal Recycling Container, as applicable, and includes:

a. Bulk Waste;

b. Construction and Demolition Waste;

c. Hazardous Material;

d. furniture, couches, mattresses and box springs;

e. refrigerators, freezers, stoves, washers, dryers and other large appliances;

f. televisions, computers and other electronic waste where required to be disposed of through a designated recycling or disposal program;

g. tires;

h. automotive batteries and other batteries required to be disposed of through a designated recycling or disposal program;

i. motor oil, fuels, antifreeze, paint, solvents, pesticides and chemicals;

j. propane cylinders, compressed-gas cylinders and other pressurized containers;

k. hot ashes, burning material or other material capable of causing fire;

l. concrete, asphalt, soil, rocks, bricks and similar heavy material;

m. trees, logs, branches, grass, leaves and other yard waste, unless a facility or collection area has been specifically designated by the Summer Village to accept that material;

n. animal carcasses or other material that may create a health or safety hazard;

o. sewage, septage, liquid waste or human waste;

p. material that, because of its size, weight, shape, quantity or nature, may damage a container or collection vehicle, interfere with collection, or create a safety hazard;

q. material required by applicable legislation, SRWMA, the Recycling Program, collection contractor or processor to be delivered to another authorized disposal or recycling facility;

r. material identified by posted municipal signage as prohibited from a particular container or waste stream; and

s. any material that is not Accepted Material for the particular container or waste stream in which it is deposited.

"Recyclable Material" means material accepted for recycling under the applicable Recycling Program and prepared and deposited in accordance with applicable program requirements and municipal signage.

"Recycling Program" means the recycling program applicable to the Summer Village, including requirements established by Circular Materials, any successor producer responsibility organization, collection contractor or processor.

"SRWMA" means the **Stettler Regional Waste Management Authority**, of which the Summer Village is a member for regional solid waste management and disposal services.

"Summer Village" means the municipal corporation of the Summer Village of White Sands.

3. USE OF THE MUNICIPAL SITE

3.1 Every person using the Municipal Site shall comply with:

a. this Bylaw;
b. applicable SRWMA requirements;
c. applicable Recycling Program requirements; and
d. signs and instructions posted by the Summer Village.

3.2 Nothing in this Bylaw is intended to establish or restrict eligibility to access regional waste management services provided through SRWMA.

3.3 Municipal Waste Containers shall be used only for Household Waste or other material designated as Accepted Material.

3.4 Municipal Recycling Containers shall be used only for Recyclable Material accepted under the applicable Recycling Program.

3.5 Use of the Municipal Site does not authorize a person to deposit Prohibited Material or dispose of material contrary to this Bylaw, applicable SRWMA requirements, Recycling Program requirements or posted municipal signage.

3.6 The CAO may establish or amend reasonable operational requirements and signage for the Municipal Site to reflect:

a. applicable SRWMA requirements;
b. Recycling Program requirements;
c. collection or processing requirements;
d. contamination standards;
e. health and safety requirements; or
f. changes to available waste or recycling services.

4. PROHIBITED ACTIVITIES

4.1 No person shall deposit or cause to be deposited Prohibited Material in a Municipal Waste Container or Municipal Recycling Container.

4.2 No person shall deposit material in a Municipal Waste Container unless the material is Household Waste or is otherwise designated as Accepted Material for that container.

4.3 No person shall deposit material in a Municipal Recycling Container unless the material is Recyclable Material accepted under the applicable Recycling Program.

4.4 No person shall leave, place or deposit any waste, recyclable material, Bulk Waste, discarded object or other material:

a. beside;
b. behind;
c. in front of;
d. underneath; or
e. elsewhere on or adjacent to the Municipal Site,

unless specifically authorized by municipal signage or the CAO.

4.5 No person shall deposit material in a Municipal Waste Container or Municipal Recycling Container where the material:

a. protrudes excessively beyond the top or side of the container;

b. interferes with the safe lifting, tipping, transportation or emptying of the container;

c. may damage a container, collection vehicle or collection equipment;

d. creates a hazard to a municipal employee, contractor or member of the public; or

e. may reasonably result in a collection contractor refusing to empty or transport the container.

4.6 No person shall deposit Bulk Waste in a Municipal Waste Container unless specifically authorized by the Summer Village.

4.7 No person shall deposit Hazardous Material at the Municipal Site unless the site or a specific collection area has been expressly designated to accept that material.

4.8 No person shall damage, tamper with, move, alter or interfere with a Municipal Waste Container, Municipal Recycling Container, sign, camera, gate, access-control device or other municipal property or equipment.

5. RECYCLING

5.1 Recyclable Material shall be prepared and deposited in accordance with applicable Recycling Program requirements and posted municipal signage.

5.2 No person shall place Household Waste, Bulk Waste, Hazardous Material or other Prohibited Material in a Municipal Recycling Container.

5.3 Where Recycling Program requirements change, the CAO may update municipal signage and operational requirements without amendment to this Bylaw.

6. SITE OPERATION AND MAINTENANCE

6.1 The Summer Village may monitor, maintain and manage the Municipal Site and municipal property located thereon.

6.2 Where material has been deposited contrary to this Bylaw, the Summer Village may remove, rearrange, separate, transport or otherwise deal with the material as reasonably necessary to:

a. maintain the Municipal Site;
b. restore a container or collection area to service;
c. permit safe collection;
d. prevent contamination; or
e. protect municipal property, employees, contractors or the public.

6.3 Nothing in this Bylaw shall be interpreted as transferring to the Summer Village responsibility for regional solid waste management or disposal services provided through SRWMA.

7. COST RECOVERY

7.1 A person who deposits Prohibited Material, leaves material outside a designated container, damages municipal property or otherwise contravenes this Bylaw is responsible for the reasonable costs incurred by the Summer Village as a result of the contravention.

7.2 Recoverable costs may include:

a. removal, dismantling or handling of material;
b. separation or sorting of contaminated material;
c. transportation and proper disposal;
d. landfill or transfer station tipping and disposal fees;
e. contamination charges;
f. additional or unsuccessful collection charges;
g. contractor costs;
h. repair or replacement of damaged municipal property or equipment; and
i. reasonable municipal staff, vehicle and equipment costs.

7.3 Costs recoverable under this section are in addition to any specified penalty or other enforcement action imposed under this Bylaw.

7.4 Any amount owing to the Summer Village under this section may be recovered by the Summer Village as a debt due to the municipality or by any other method authorized by the *Municipal Government Act* or other applicable legislation.

8. VIDEO SURVEILLANCE

8.1 The Summer Village may use video surveillance at the Municipal Site for the purposes of protecting municipal property and investigating and enforcing suspected contraventions of this Bylaw.

8.2 Personal information obtained through video surveillance shall be collected, used, retained, accessed and disclosed in accordance with applicable privacy legislation and the Summer Village's privacy policies, procedures and Privacy Management Program.

8.3 Surveillance information shall not be publicly posted or disclosed except as authorized or required by law.

8.4 Audio recording shall not be enabled unless separately authorized by the Summer Village and permitted by law.

9. ENFORCEMENT

9.1 A person who contravenes any provision of this Bylaw is guilty of an offence.

9.2 A person authorized by the Summer Village to enforce this Bylaw who has reasonable grounds to believe that a person has contravened this Bylaw may issue a Municipal Tag or violation ticket in accordance with applicable legislation.

9.3 The issuance or payment of a Municipal Tag or violation ticket does not relieve a person from:

a. complying with this Bylaw;
b. removing or properly disposing of material deposited contrary to this Bylaw; or
c. paying costs for which the person is responsible under Section 7.

9.4 Each separate occurrence of a contravention constitutes a separate offence.

9.5 For the purposes of Schedule “A”, a second or subsequent offence means an offence committed within 12 months after a previous offence under the same provision.

10. GENERAL PENALTY

10.1 A person who contravenes this Bylaw is liable to the specified penalty established in Schedule “A”.

10.2 Where no specified penalty has been established, a person convicted of an offence is liable to a fine not exceeding the maximum amount permitted under the *Municipal Government Act*.

11. SEVERABILITY

11.1 If any provision of this Bylaw is declared invalid by a court of competent jurisdiction, all remaining provisions shall continue in full force and effect.

12. EFFECTIVE DATE

12.1 This Bylaw comes into force upon third and final reading.

READ A FIRST TIME this 19 day of October, 2026.

READ A SECOND TIME this19 day of October, 2026.

Given UNANIMOUS consent to proceed to THIRD READING this 19 day of October, 2026.

READ A THIRD TIME AND FINALLY PASSED this 19 day of October, 2026.

Original Signed

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Mayor

Original Signed

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Chief Administrative Officer

SCHEDULE "A"

SPECIFIED PENALTIES

Section	Offence	First Offence	Second within 12 Months	Third/Subsequent within 12 Months
4.1	Deposit Prohibited Material	$250	$500	$1,000
4.2	Deposit improper material in a Municipal Waste Container	$250	$500	$1,000
4.3 / 5.2	Deposit improper material in a Municipal Recycling Container	$250	$500	$1,000
4.4	Leave or dump material outside designated containers	$250	$500	$1,000
4.5	Deposit material creating a collection or safety hazard	$500	$1,000	$1,500
4.6	Deposit Bulk Waste	$250	$500	$1,000
4.7	Deposit Hazardous Material	$500	$1,000	$1,500
4.8	Damage or interfere with municipal property or equipment	$500	$1,000	$1,500

ADDITIONAL COST RECOVERY: In addition to any specified penalty imposed under this Bylaw, a person who contravenes this Bylaw is responsible for reasonable costs incurred by the Summer Village as a result of the contravention in accordance with Section 7.