

BYLAW NO. 2020 -14

WASTE AND LITTER BYLAW

SANDY BEACH LAKE REGIONAL PARK

TABLE OF CONTENTS

PART I	INTRODUCTION	1
PART II	DEFINITIONS	2
PART III	BYLAWS	4
	A. GENERAL	4
	8. PENALTY CLAUSES	5
PART IV	EFFECTIVE DATE OF BYLAW	7

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PART I: INTRODUCTION

1. Authority

- (a) Pursuant to section 13 of The Regional Parks Act, 2013, the Sandy Beach Lake Regional Park Authority, hereby enacts this Waste and Litter Bylaw.

2. Title

- (a) This Bylaw shall be known as the "Waste and Litter Bylaw" of the Sandy Beach Lake Regional Park.

3. Scope

- (a) This Waste and Litter Bylaw shall apply to the whole of the Sandy Beach Lake Regional Park, unless otherwise specifically excluded.

4. Purpose

- (a) The purpose of the Waste and Litter Bylaw shall be:
 - (i) To regulate the handling, collection and disposal of waste in the Sandy Beach Lake Regional Park;
 - (ii) To provide for the removal of wastes and the prevention of litter within the Park;
and
 - (iii) To provide for the health, protection, safety and general welfare of persons within Sandy Beach Lake Regional Park.

PART II: DEFINITIONS

In this Bylaw, the following words and terms shall have the indicated meaning, unless otherwise indicated elsewhere in the Bylaw:

ASHES means the cold residue left after the combustion of any substance.

BUSINESS means a person or organization of persons involved in the trade of goods, services, or both to consumers.

CAMPING PERMIT means a valid and subsisting permit to camp in a campsite which is issued by a Park Officer.

CAMPSITE means an area within a public campground, designed and developed to accommodate a family or a specified number of persons in one camping unit.

DISPOSE means discharging, dumping, placing, throwing, dropping, discarding, abandoning, spilling, leaking, pouring, emitting, emptying, or any two or more of them.

DISPOSAL SITE means a station for the collection of waste from within the Park where occupants of the Park can take waste pursuant to the disposal site rules and operating hours.

HAZARDOUS WASTE means a substance defined as Hazardous Waste pursuant to The Environmental Management and Protection Act, 2002.

LEASED LOT means a lot within the Park leased or rented to persons pursuant to the terms of their lease or rental agreement and the Bylaws of the Park and shall include but not be limited to trailer park lots and residential lots and does not include campsites.

LESSEE means persons to whom the Park Authority grants the lease or rent of a leased lot.

LITTER means any solid or liquid material or product or combination of solid or liquid materials or product including, but not limited to

- (a) any rubbish, refuse, garbage, paper, package, container, bottle, can, manure, human or animal excrement, or the whole or part of an animal carcass or offal, coal, wood, gravel, earth, sawdust, glass, or like material, plastic, nails, staples, tacks, scraps of metal, expended tobacco products; or
- (b) the whole or part of any article, raw or processed material, vehicle or machinery of any type that is disposed of; and
- (c) does not include sewage.

OCCUPANT means a person or group of persons in actual or constructive possession of any premises either as owner of building or recreation property or any other person in actual or constructive possession by agreement with the owner and holding the property under person.

PARK means the area that is designated as Sandy Beach Lake Regional Parks Authority.

PARK AUTHORITY means the people who are, from time to time, appointed for the purpose of carrying out the management and administration of the Sandy Beach Lake Regional Park.

PARK OFFICER means any member of the Park Authority, as well as any person employed by the Park Authority for the Administration and Management of the park area, and the enforcement of this bylaw within that area.

PERSON OR PERSONS means any individual, business, partnership, firm, corporation, or occupant of a residence.

SEWAGE means liquid and solid waste matter carrying human bodily wastes or other waste contaminants including but not limited to feces, urine, water used within a building for washing clothes and dishes.

TRADE WASTE means waste produced in the process of constructing, renovating, repairing or demolishing a building or structure and shall include automobiles and automobile parts.

WASTE means anything, other than hazardous waste, that is discarded during the use of a campsite, leased lot or business property and that is eligible for collection through the Park's waste management system.

WASTE RECEPTACLE means a container that is placed to provide for the collection of litter or waste.

YARD WASTE means waste from gardening or horticultural activities and includes grass clippings, leaves, plants, and tree and shrub branches.

PART III: BYLAWS

A. GENERAL

1. The Waste Bylaw applies to all persons within the Park only. Lease holders, campers, seasonal campers. No outside residents are allowed to bring their Waste into the Park.
2. All ashes must be thoroughly quenched before they are placed in securely-tied plastic bags and discarded in waste receptacles or disposal sites.
3. No waste shall be placed anywhere within the Park except for the waste receptacles or disposal sites.
4. No hazardous waste shall be placed in any waste receptacles or in any disposal sites.
5. No person shall:
 - (a) except in a waste receptacle, dispose of Litter within the Park;
 - (b) except in a waste receptacle, dispose of Litter within the Park from a Vehicle; and
 - (c) dispose of burning material of any kind within the Park.
6. If a Vehicle is involved in an offence referred to in Section (4)(b), the owner of that Vehicle is guilty of an offence unless the owner of the Vehicle satisfies the Court that the owner was not in control of the Vehicle, and that the person having control of the Vehicle at the time of the offence had control of the Vehicle without the owner's express or implied consent.
7. All Lessee's and all persons occupying a leased lot shall:
 - (a) place all waste in a securely-tied plastic garbage bag before taking it to a disposal site;
 - (b) take all waste in plastic garbage bags to a disposal site;
 - (c) follow all rules of the disposal site;
 - (d) dispose of all trade waste at the disposal site if allowed pursuant to the rules of the disposal site or dispose of all trade waste by causing the trade waste to be removed from the Leased Lot and Park in a timely manner;
 - (e) not allow waste of any kind, including trade waste, to accumulate outside of buildings on leased lots; and
 - (f) not dispose of waste or allow waste to accumulate in any manner which contravenes The Public Health Act or a bylaw relating to health, sanitation, or nuisances.
8. All Lessee's and all persons occupying a leased lot, all operator' s of businesses, and all holders of a camping permit and all persons occupying the campsite shall:
 - (a) only dispose of yard waste as allowed at disposal sites; or

- (b) place yard waste in clear plastic bags and deliver them to the yard waste area of the Park with the express permission of a Park Officer.
9. The holder of a camping permit and all persons occupying the campsite shall:
- (a) maintain the campsite in a clean state;
 - (b) place all waste in a securely-tied plastic garbage bag;
 - (c) place all bagged waste in the waste receptacles located in the campground;
 - (d) dispose of all trade waste at the disposal site if allowed pursuant to the rules of the disposal site or dispose of all trade waste by causing the trade waste to be removed from the campsite and Park in a timely manner;
 - (e) not allow waste of any kind to accumulate in or around a campsite; and
 - (f) not dispose of waste or allow waste to accumulate in any manner which contravenes The Public Health Act or a bylaw relating to health, sanitation, or nuisances.
10. Unless otherwise stated, any Act and regulations referred to in this Bylaw shall include any amendments to the legislation and regulations and any legislation and regulations proclaimed successive to that specifically referred to herein.

B. PENALTY CLAUSES

General Penalty Clause:

11. (a) Any person who contravenes any provision of these Bylaws is guilty of an offence punishable on summary conviction by a fine in an amount not exceeding:
- (i) \$2,000 (Two Thousand Dollars) in the case of an individual;
 - (ii) \$5,000 (Five Thousand Dollars) in the case of a public corporation;

or, in default of payment by an individual, by imprisonment for a term of not more than 30 (thirty) days.

Voluntary Penalty Clause:

12. Any person who contravenes any of the provisions of the Bylaw, may be, at the discretion of the officer, subject to a voluntary penalty as listed:
 - (a) Section 2 = \$100.00;
 - (b) Section 3 = \$100.00;
 - (c) Section 4 = \$100.00;
 - (d) Section 5 (a), (b), (c) = \$100.00;
 - (e) Section 7 (a) to (f) = \$100.00;
 - (f) Section 8 (a) to (b) = \$100.00;
 - (g) Section 9 (a) to (f) = \$100.00; and
 - (h) Section 10 (a) to (f) = \$100.00.

PART IV: EFFECTIVE DATE OF BYLAW

1. Park Authority Readings and Adoption

Introduction this 11th day of August 2020

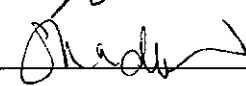
Read a first time this 11th day of August 2020

Read a second time this 8th day of September 2020

Read a third time this 29th day of September 2020

Adoption of Bylaw this 6th day of October 2020

Chairperson  _____

Secretary  _____