



BYLAW NO. 04 – 2020

TOWN OF VEGREVILLE

THIS BYLAW NO. 04-2020 OF THE TOWN OF VEGREVILLE, IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF PROVIDING THE COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE WITHIN THE TOWN OF VEGREVILLE AND THE CONTROL OF THE VEGREVILLE SANITARY LANDFILL SITE.

WHEREAS pursuant to the provisions of the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended or repealed and replaced from time to time, Council may pass bylaws for municipal purposes respecting public utilities;

AND WHEREAS the Municipal Council of the Town of Vegreville deems it expedient to pass a bylaw to establish and maintain a solid waste management system and to operate this system as a public utility.

NOW THEREFORE, the Municipal Council of the Town of Vegreville duly assembled, enacts as follows:

1. TITLE

This bylaw may be cited as the **Solid Waste Management Bylaw**.

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

- 2.1 **Ashes** means the residue from the incineration of any substance;
- 2.2 **CAO** means the Chief Administrative Officer of the Town of Vegreville or their designate;
- 2.3 **Compost Materials** means materials designated by the Town of Vegreville to be acceptable for collection through the Town's Compost Program;
- 2.4 **Container** means a receptacle approved, supplied or sold by the Town of Vegreville that is compatible with the automated collection system;
- 2.5 **Council** means the Municipal Council of the Town of Vegreville;
- 2.6 **Dwelling** means any building, self-contained portion of a building, or a set or suite of rooms which contains; sleeping, cooking, living and separate or shared toilet facilities, intended for domestic use, and used or intended to be used permanently or semi-permanently as a residence for one (1) household, and which, except for a secondary suite, is not separated from direct access to the outside by another separate Dwelling unit;
- 2.7 **Garbage** means all non-recyclable, non-compostable solid waste generated through ordinary day-to-day activities of the Occupants of a Dwelling or business and does not include unwanted materials generated from industrial, commercial, institutional operations or automotive repair, renovation or Hazardous Waste;

- 2.8 **Hazardous Waste** means a solid or liquid material that presents an unusual disposal problem or requires special handling including, but not limited to; explosives, poisons, caustics, acids, drugs, radio-active materials and other like materials or any substances identified under the *Provincial Hazardous Chemical Act* and *Hazardous Waste Regulation* that could be harmful to people, plants, animals and/or the environment;
- 2.9 **Landfill** means the Vegreville Sanitary Landfill and is the area designated and established for the use of the residents of the Town of Vegreville and surrounding areas for the disposal of wastes;
- 2.10 **Litter** means miscellaneous items of all varieties including, but not limited to; matchsticks, empty packages, cigarette butts, loose paper, bags, boxes, shavings and similar light materials of any form that may be blown about or carried off by a gust of wind. This also includes gum and wrappers, paper cups, bottles, broken glass, and any and all materials which when discarded, dropped, placed, blown about, or carried onto any highway, sidewalk, street, boulevard, lane, park, public place, or private Premises detracts from Town cleanliness;
- 2.11 **Multiple Family Dwelling** means a place of permanent occupancy or a building or buildings which are, or are intended to be, occupied independently of one another in the same or separate building and shall include, but is not limited to; apartments, hotels, motels, boarding and rooming houses, long-term care facilities, senior lodges, manufactured home parks, and row housing consisting of more than four (4) Dwelling units;
- 2.12 **Non-Residential** means a café or restaurant, warehouse, wholesale or retail business place, office building, garage or service station, factory or industrial plant and any other building, structure or lands other than those as described in Subsection 2.20 as Residential, and includes Multiple Family Dwellings;
- 2.13 **Occupant** means a Person or group of Persons in actual or constructive possession of a Premises either as registered Owner or any other Person in actual or constructive possession by agreement with the registered Owner and holding the property under that Person;
- 2.14 **Owner** means the Person recognized by the law as having the ultimate control over, and right to use, property as long as the law permits and no agreement or covenant limits their rights;
- 2.15 **Peace Officer** means:
- (a) A member of the Royal Canadian Mounted Police;
 - (b) A Community Peace Officer; and
 - (c) A Bylaw Enforcement Officer;
- 2.16 **Person** means a person, multiple people, corporations, or partnerships;
- 2.17 **Premises** means any parcel or parcels of land situated within the municipal boundaries of the Town of Vegreville for which there is an Occupant as defined by this bylaw;
- 2.18 **Recycle Materials** means those materials designated by the Town of Vegreville to be acceptable for collection through the Town's Recycling Program;

- 2.19 **Refuse** means all other waste of any kind, except Ashes and Garbage and, in accordance with the Vegreville Sanitary Landfill Operations Plan, deemed acceptable for disposal in a Class II Municipal Landfill, but unacceptable for Town of Vegreville collection in accordance with this bylaw;
- 2.20 **Residential** means any structure or lands that contain at least one (1), but not more than four (4) Dwelling Units;
- 2.21 **Town** means the Municipal Corporation of the Town of Vegreville;
- 2.22 Words importing the singular include the plural whenever the context so requires and vice versa.

3. CONTROL

- 3.1 Nothing in this bylaw shall operate to relieve any Person from complying with any Federal, Provincial or other Municipal law, order, regulation or bylaw and such Person shall comply with all conditions or obtain necessary consent at their own expense.
- 3.2 No Person shall dispose of Ashes, Garbage, Refuse, Recycle Materials, or Compost Materials in the Town except in the manner provided in this bylaw.
- 3.3 The collection, removal and disposal of Ashes, Garbage, Refuse, Recycle Materials, and Compost Materials by the Town shall be under the direction and supervision of the CAO except as otherwise provided.
- 3.4 Except as provided in this bylaw, no Person shall:
- (a) Store or deposit any Ashes, Garbage, Refuse, Recycle Materials, or Compost Materials in or on any Premises owned or occupied by the Town or on any street or boulevard;
 - (b) Store or place any receptacle, Container or commercial bin on any street or boulevard;
 - (c) Scavenge material from a receptacle, Container or disposal site;
 - (d) Damage, tamper with or vandalize a receptacle, Container or commercial bin owned by or operated by the Town or a Person; or
 - (e) Dispose of Refuse within the municipal boundary of the Town.
- 3.5 Section 3, Subsection 3.4 shall not apply:
- (a) In respect of any Ashes, Garbage, Refuse, Recycle Materials, or Compost Materials stored or deposited at any disposal site designated pursuant to this bylaw;
 - (b) In respect of any receptacle or Container placed or stored on the street for use by the public by, or with the consent of, the CAO;
 - (c) To a Person who is actively engaged in loading or unloading any Container;
 - (d) To a Person who has obtained prior consent of the CAO to place and temporarily store a Container or commercial bin on any Premises owned or occupied by the Town or on any street or boulevard.

- 3.6 Any Person who deposits any Ashes, Garbage, Refuse, Recycle Materials, or Compost Materials on any street or boulevard contrary to this bylaw shall forthwith remove such Ashes, Garbage, Refuse, Recycle Materials, or Compost Materials at their own expense.
- 3.7 No Person shall impede access to any Container by the Town's collection vehicle. Such impediments include, but are not limited to; parking vehicles or equipment in such a manner that the collection vehicle cannot safely access or empty the Container, placing large items in or around the Container, locking a Container, and/or enclosing a Container in any fashion.
- 3.8 No Person shall willfully hinder or interrupt or cause or procure another to hinder or interrupt the Town or its contractors, servants, agents, or employees in the exercise of powers and duties under this bylaw. Verbal abuse and/or harassment of Town contractors, servants, agents, or employees will not be tolerated and may result in banishment from all Town facilities and/or discontinuation of services by the Town.

4. PRE-COLLECTION

- 4.1 Non-Residential Containers shall be supplied by the Owner. Owners of Non-Residential Premises who wish the Town to provide collection service may:
- (a) Purchase or rent a Container from the Town in accordance with the Town's Fees and Charges Bylaw as amended or repealed and replaced from time to time; or
 - (b) Purchase a Container independently provided that said Container is compatible with the Town's automated collection system.
- 4.2 Non-Residential Containers shall be kept in good and reasonable condition as determined by the CAO. Should needed repairs not be carried out by the Owner, the Town may repair the Container and charge the Owner accordingly. The rates charged will be as per the Town's Fees and Charges Bylaw as amended or repealed and replaced from time to time.
- 4.3 The Owner of a Multiple Family Dwelling shall provide and maintain in good and sufficient repair for the use of tenants or Occupants, Containers or commercial bins in such quantities as are necessary to contain the Garbage, Recycle Materials and Compost Materials originating from such Premises for a period of seven (7) days.
- 4.4 A Person wishing to obtain consent of the CAO to temporarily place a commercial bin on any Premises owned or occupied by the Town or on any street or boulevard, must provide in advance:
- (a) The proposed location of the commercial bin;
 - (b) An estimated reasonable time frame for the commercial bin being located on any Premises owned or occupied by the Town or on any street or boulevard; and
 - (c) Provisions to clearly identify the obstruction including, but not limited to; traffic cones, barricades, illuminated flashing beacons or light reflectors.

Consent will not be given if any of the above conditions are not met and/or if the proposed location is deemed to cause a safety or access issue.

- 4.5 Every Container that is collected by the Town shall be compatible with the Town's automated collection system and shall be kept in compliance with the following requirements:
- (a) As per placement by the Town; or
 - (b) As per roll out instructions provided with the Container.
- 4.6 No Person other than Owners and Occupants of Premises within the municipal boundary of the Town shall dispose of Garbage in any Container located within the municipal boundary of the Town.
- 4.7 No Person other than a Person using a Container authorized for collection shall open or interfere with the contents of any Container.
- 4.8 No person shall set out Garbage for collection without ensuring that it has been prepared in accordance with the following:
- (a) Garbage must be secured within an acceptable Container and that Container shall be equipped with a properly functioning lid;
 - (b) Containers must not be overfilled beyond the level of the Container rim so as to interfere with the Container lid;
 - (c) The contents of a Container must not be packed or jammed into the Container to the extent that the contents will not fall freely from the container during collection activity;
 - (d) Containers must not be chained or tied to fences or otherwise made to be inaccessible by collection equipment;
 - (e) Double bagging must be used for disposal of light, dusty, or objectionable materials including, but not limited to; cooled Ashes, powders, sawdust, vacuum cleaner bags, furnace filters, animal feces, absorbents, and disposable diapers;
 - (f) Protective packaging (sturdy sealed cardboard box or rigid disposable container) must be used for sharp, dangerous items including, but not limited to; broken glass, razor blades, sheet metal scraps, and items with exposed screws or nails;
 - (g) Wet waste must be thoroughly drained, double bagged and tied securely;
 - (h) Materials unsuitable for bagging, such as small rolls of carpet, must be bundled and securely tied with bundles not exceeding 1.2 metres in length, 0.75 metres in diameter, and 20 kilograms in weight.
- 4.9 Recycle Materials and Compost Materials shall be prepared for collection in accordance with the Town's Recycling and Compost Programs.
- 4.10 No person shall place Garbage in a Container designated for Recycle Materials or Compost Materials and vice versa.

5. COLLECTION

- 5.1 Unless otherwise stipulated in this Bylaw, the Town:

- (a) Shall remove Garbage and Recycle Materials once per week, unless otherwise authorized by the CAO, and Compost Materials seasonally from all Residential containers within the Town;
- (b) Shall remove all Garbage and Recycle Materials once per week and Compost Materials seasonally from Non-Residential Premises where a Town Container has been provided, sold or rented to the Owner or Occupant of the said Non-Residential Premises. Additional collection of the abovementioned Containers shall be at the request of the Owner or Occupant and a fee will be assessed for additional collection of Garbage Containers in accordance with the Town's Fees and Charges Bylaw as amended or repealed and replaced from time to time;
 - (i) In the event the abovementioned Garbage Containers are obstructed, the Container will not be picked up and the Owner or Occupant will be responsible for contacting the Town when the obstruction is removed. The Owner or Occupant will be assessed an additional collection fee in accordance with the Town's Fees and Charges bylaw as amended or repealed and replaced from time to time, for the return trip of the collection vehicle to empty the Container;
 - (ii) At the discretion of the CAO, overdue accounts will result in the discontinuation of collection service and/or the removal of Town owned Containers;
- (c) Shall ensure that the equipment used for collection and the manner in which waste is collected and disposed of by the Town shall comply with all Federal and Provincial laws, acts, regulations and/or bylaws.

5.2 No person shall set out for Town collection any of the following materials:

- (a) Highly combustible or explosive materials including, but not limited to, liquid or solid fuels, gunpowder, ammunition or explosives;
- (b) Hot Ashes;
- (c) Compressed propane or butane cylinders;
- (d) Toxic or household hazardous waste including, but not limited to; solvents, oven cleaner, paint, automotive fluids and fluid filters, wet cell batteries, pesticides and pesticide containers, herbicides and herbicide containers, or any material commonly referred to as household, commercial, or industrial hazardous waste;
- (e) Hypodermic needles or syringes, lancets, or any sharp item used in home medical care;
- (f) Carcasses of any and all animals or part thereof;
- (g) Fluorescent tubes or compact fluorescent light bulbs;
- (h) Any wastes that qualify for Provincial recycling programs;
- (i) Large or bulky items such as mattresses, box springs, dressers, tables, chairs and other such furniture, major appliances, or automobile, truck, and/or equipment parts including tires;
- (j) Demolition or renovation material, stumps, concrete blocks or slabs;

- (k) Any quantity of sod, dirt, clay, sand, or gravel in excess of 20 kilograms;
- (l) Any items that have an odour which is bothersome to the Owners or Occupants of the adjacent Premises.

5.3 A notice may be served to an Owner or Occupant of any Premises within the Town to remove any prohibited items and dispose of said items at the appropriate waste facility, or as may otherwise be specified, and designate in said notice a time which shall not be less than seven (7) days in which to remove said prohibited items.

- (a) If the Owner or Occupant does not comply with the said notice within the period of time specified, the Town will proceed to have the work completed and charge the costs thereof in accordance with Town's Fees and Charges bylaw as amended or repealed and replaced from time to time, to the Owner or Occupant.

5.4 The Town will not undertake the removal and/or disposal of Hazardous Waste. Every person responsible for such waste shall dispose of same in a manner satisfactory to all Federal, Provincial and Municipal laws, orders, regulations or bylaws.

5.5 The Town will not be responsible for damage to Containers resulting from normal, repetitive collection activity.

5.6 The Town will not be responsible for any damage to roads or infrastructure on a private site resulting from legitimate operation of collection vehicles during collection activity at that private site.

5.7 Containers shall be placed in locations that allow for safe and efficient collection vehicle access and operation, as determined by the CAO.

5.8 Container lids must be left closed except when depositing Garbage, Recycle Materials and Compost Materials to reduce odours and to prevent such materials from being blown from the bins or from being saturated with snow and rain.

5.9 Unless special arrangements for collection are made with the Town, the Town shall not be obliged to collect Garbage, Recycle Materials or Compost Materials from any building or Premises located outside the municipal boundary of the Town.

6. TRANSPORTATION

6.1 No Person shall operate any vehicle transporting Ashes, Garbage, Refuse, Recycle Materials, Compost Materials, or other waste or debris of any kind on any highway, street, lane, or bridge in the Town unless the load is completely enclosed or covered with a securely fastened tarpaulin, or similar cover in such a manner that it shall be impossible for any part of the load of said vehicle to become dislodged.

6.2 No Person shall store, convey, or cause to be stored or conveyed on any highway, street, lane or bridge, any Garbage, offal (waste parts) from slaughterhouses or butcher shops, swill, or any waste of any offensive nature in a vehicle that is not properly constructed and covered so as to prevent the contents thereof from escaping.

- 6.3 The vehicle or cover shall be constructed in such a manner as to protect the contents from insects and to minimize offensive odours.
- 6.4 No Person shall allow any such vehicle or Container to stand on any highway, street, lane, or bridge for more than thirty (30) minutes, except in the case of an emergency.

7. LANDFILL DISPOSAL

- 7.1 At all times, the Landfill shall be operated in accordance with all Federal, Provincial and Municipal laws, orders, regulations and bylaws as well as the Town of Vegreville Landfill Operations Plan.
- 7.2 No Person shall deposit or unload any waste material at the Landfill without reporting to the Town employee in charge of such a site and complying with the instructions given by such an employee.
- 7.3 No delivery or deposit for disposal will be made at the Landfill except during regular operating hours as set out in the Landfill Operations Plan unless otherwise directed by the CAO.
- 7.4 No Person shall deliver waste to the Landfill that is unsuitable for disposal in a Class II Municipal Landfill.
- 7.5 The Landfill will accept waste listed by the Provincial Government as suitable for disposal in a Class II Municipal Landfill, but will not accept without consent of the CAO:
- (a) Soils containing hydrocarbons;
 - (b) Asbestos or asbestos-containing materials in any quantity; or
 - (c) Any other material determined by the CAO as unsuitable for Landfill disposal.
- 7.6 The CAO reserves the right to inspect any loads arriving at the Landfill and reject loads based on material type, volume, source, prevailing weather, or any other factor affecting Landfill operation.
- 7.7 No load of waste will be accepted at the Landfill where the nature of the material is unknown or the proper disposal or handling method is in doubt.
- 7.8 No Person while at the Landfill shall disobey any of the Town employee's instructions, posted speed limits, material restrictions, hours of operation, safety requirements or litter prevention requirements.
- 7.9 No Person, except where authorized by the Town, shall enter the Landfill for the purpose of scavenging, picking over, scattering, searching or burning any material.
- 7.10 The CAO may deny any Person who violates any portion of this bylaw, entry to the Landfill.

8. INCINERATION

- 8.1 Garbage and combustible Refuse shall not be disposed of by incineration in indoor or outdoor incinerator units, burning barrels, fire places, or fire pits. The

operation of any incinerator is subject to the legislation passed by the appropriate provincial jurisdiction of Alberta and Town permits.

9. PUBLIC AREAS

9.1 Except as may otherwise be authorized herein or hereunder, no Person shall place or deposit any Litter, Ashes, Garbage, Refuse, Recycle Materials, Compost Materials or other discarded materials of any nature or description whatsoever upon any highway, street, lane, sidewalk, easement, reserve, vacant lot, park, public place, or watercourse within the Town or on any properties of which the Town is on title as the property Owner.

9.2 No Person participating in building or Premises operation, maintenance or alterations shall deposit on any public area as listed in Subsection 9.1 above, any Litter, Ashes, Garbage, Refuse, Recycle Materials, Compost Materials or other discarded materials of any nature or description including earth, gravel, or surplus materials.

10. FEES AND PENALTIES

10.1 All Persons hauling waste to the Landfill will be assessed a fee as set out in the Town's Fees and Charges Bylaw as amended or repealed and replaced from time to time.

10.2 All Persons hauling Recycle Materials to the Vegreville Materials Recovery Facility will be assessed a fee for certain materials and services as set out in the Town's Fees and Charges Bylaw as amended or repealed and replaced from time to time.

10.3 A Solid Waste Management Fee shall be levied on Town utilities billing in accordance with the Town's Fees and Charges Bylaw as amended or repealed and replaced from time to time.

10.4 Any person who violates any provision of this bylaw is guilty of an offence and is liable to a fine of not more than two thousand five hundred dollars (\$2,500).

(a) Second and subsequent contraventions within a period of one (1) year will be levied a fine that is double that of the original offence.

11. ENFORCEMENT

11.1 Any Peace Officer is hereby authorized to enforce the provisions of this bylaw and to issue offence tickets to any Person to whom they reasonably believe has contravened the provisions of this bylaw.

12. AGREEMENTS

12.1 The Town may enter into agreement with any party for the purpose of Solid Waste Management within the Town or at the Landfill, including but not limited to; collection, disposal, and/or marketing of solid wastes, and Landfill operation.

13. SEVERABILITY

Should any provision of this bylaw be invalid, then the invalid provision shall be severed and the remainder of the bylaw shall be maintained.

13. REPEALS

Bylaw No. 08-2008 and all amendments thereto are hereby repealed.

14. EFFECTIVE DATE

This bylaw shall come into full force and effect on the date of passing of the third and final reading.

READ for a first time this 10th Day of February , 2020 A.D.

READ for a second time this 10th Day of February , 2020 A.D.

UNANIMOUS CONSENT RECEIVED FOR THIRD AND FINAL READING

READ for a third time this 10th Day of February , 2020 A.D.



TIM MACPHEE, Mayor



CLIFF CRAIG CLGM, Town Manager