



BYLAW NO. 08-2008 TOWN OF VEGREVILLE

THIS BYLAW BEING BYLAW NO. 08-2008 OF THE TOWN OF VEGREVILLE, IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF PROVIDING THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE WITHIN THE TOWN OF VEGREVILLE AND CONTROL OF THE VEGREVILLE SANITARY LANDFILL SITE

WHEREAS The Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta 2000 and amendments thereto, authorizes a Council to pass a Bylaw providing for the collection and disposal of garbage and refuse within the Town of Vegreville and the control of the Vegreville Sanitary Landfill Site; and

WHEREAS The Council of the Town of Vegreville deems it expedient and in the public interest to pass such a Bylaw.

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

This Bylaw may be referred to as the **“Waste Management Bylaw”**.

1. DEFINITIONS

1.1 **“Ashes”** shall mean the residue from the burning of combustible materials.

1.2 **“Collection Day”** shall mean the day or days during each week on which garbage is regularly collected from specific premises, together with the twelve (12) hour period immediately preceding and immediately following that day.

1.3 **“Commercial Premises”** shall mean a café or restaurant, warehouse, wholesale or retail business place, office building, garage or service station, factory or industrial plant and any other building or premises except a dwelling or multiple family dwelling.

1.4 **“Container”** shall mean a receptacle supplied or sold by the Town of Vegreville that is compatible with the automated collection system.

1.5 **“Council”** shall mean the Council of the Town of Vegreville.

1.6 **“Duplex Housing”** shall mean a building containing only two (2) dwellings with one (1) dwelling placed over or beside the other in whole or in part with individual and separate access to each dwelling.

1.7 **“Dwelling”** shall mean a building occupied for residential purposes other than a multiple family dwelling.

1.8 **“Established Route”** shall mean a garbage collection route established by the Public Works Manager of Operations and Maintenance with the approval of the Town Manager, covering an area within which garbage will be collected by the Town or its agents as frequently as is considered necessary by the Manager of Public Works.

1.9 **“Householder”** shall mean any person occupying any dwelling or place of residence but shall not include any person who is merely a boarder, roomer or lodger therein, or any occupant of a multiple family dwelling.

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- 1.10 **"Industrial Waste"** shall mean material from excavations, materials from lot clearing and building construction repairs, alterations or maintenance, debris from any other cause, material from manufacturing processes, dead animals, waste from garage and service stations, condemned matter of waste from factories or other plants, and other similar waste material other than human or animal excrement or garbage.
- 1.11 **"Manager"** shall mean the Town Manager of the Town of Vegreville.
- 1.12 **"Manager of Public Works"** shall mean the Manager of Public Works for the Town of Vegreville.
- 1.13 **"Multiple Family Dwelling"** shall mean a place or permanent occupancy or a building or buildings which are, or are intended to be, occupied independently of one another in the same or a separate building and shall include apartments, hotels, motels, boarding and rooming houses, long-term care facilities, senior lodges and row housing.
- 1.14 **"Non-Resident"** shall mean any individual or individuals residing outside the boundaries of the Town of Vegreville or outside the County of Minburn No. 27 west of Highway 36.
- 1.15 **"Non-Residential"** shall mean any structure or lands other than those as described in section 1.21 as Residential.
- 1.16 **"Peace Officer"** shall mean:
- 1.16.1. a member of the Royal Canadian Mounted Police (RCMP),
 - 1.16.2. a Community Police Officer,
 - 1.16.3. a Bylaw Enforcement Officer.
- 1.17 **"Proprietor"** shall mean the occupant of commercial premises and the person in charge of a multiple family dwelling and, where such premises are unoccupied, means the owner thereof.
- 1.18 **"Refuse"** shall mean all waste material of any kind, except ashes, and shall include all of the following classifications of refuse:
- 1.18.1. **"Building Refuse"** shall mean the waste material (earth, stones, etc.) from cellar or other excavations, waste material and debris resulting from the construction, maintenance or demolition of houses, commercial buildings or other structures including any residue if such waste material or debris is burned or partially destroyed by fire or any other cause.
 - 1.18.2. **"Bulk Refuse"** shall mean all trees, shrubs, stumps, scrap lumber, scrap metal, large boxes and crates, oil drums and similar cumbersome materials, discarded furniture and fixtures including, but not limited to, tables, mattresses, water heating tanks, stoves, furnaces, fences, gates and other discarded fixtures.
 - 1.18.3. **"Commercial Refuse"** shall mean swill or other semi-liquid wastes from cafés, hotels or other premises where food is served. Wastes from market gardening and condemned food products are not to be landfilled. They are to be placed in an anaerobic cell of the sewer lagoon system only. Inflammable materials, used automobile fluids, car wash wastes and similar products from commercial establishments are to be disposed of in a special area, spread in the bottom of a landfill pit (dry area), and ground to dry and aerate. The Landfill Operator will be responsible for working it back and forth to aid in evaporation.
 - 1.18.4. **"Dead Animal"** shall mean and include the carcasses of any and all animals or part thereof.
 - 1.18.5. **"Domestic Garbage"** shall mean tin cans, broken glass, bottles, food containers, plates, dishes, utensils, and other such household garbage,

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rags, clothing, papers, books, magazines, packing materials, cartons, clippings from shrubs and trees, weeds, leaves, grass and garden wastes.

1.18.6. "**Hazardous Waste**" shall mean any and all kinds of material that may be dangerous for collectors to handle including, but not limited to, explosives, detonators, ammunition, volatile inflammable materials, poisons, acids, caustic and/or infected materials, bedding and clothing from sick rooms.

1.18.7. "**Industrial Waste**" shall mean, wasted, rejected materials, discarded machinery, etc. from processes, factories or other commercial works, wastes and condemned matter from canneries, stockyards, slaughterhouses, meat packing plants, vegetable oil plants or similar industries including shells, husks, manure, offal and other comparable wastes.

1.18.8. "**Junk**" shall mean inoperative automobiles, trucks, trailers and discarded machinery units including engine blocks, tires, bodies and other machine and vehicle components such as metal, glass and similar substances of little or no marketable value.

1.18.9. "**Litter**" shall mean miscellaneous waste 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 shall also include gum and wrappers, paper cups, bottles, broken glass, and any and all materials which when discarded, dropped, placed, blown about, or carried onto any sidewalk, street, boulevard, lane, park, public place or private premises contributes to untidiness and detracts from Town cleanliness.

1.19 "**Resident**" shall mean any individual or individuals residing within the Town of Vegreville or within the County of Minburn No. 27 west of Highway 36.

1.20 "**Residential**" shall mean any structure that contains at least one, but not more than four (4), single family dwellings.

1.21 "**Sanitary Landfill Site**" shall mean the area designated and established for the use of the residents of the Town of Vegreville and surrounding areas for the disposal of garbage.

1.22 "**Semi-Detached Dwelling**" shall mean a building containing row housing consisting of only two (2) dwellings.

1.23 "**Single Detached Dwelling**" shall mean a building containing only one (1) dwelling which is separate from any other dwelling or building.

1.24 "**Town**" shall mean the Town of Vegreville.

2. CONTROL

2.1 No person shall dispose of ashes, garbage or refuse in the Town of Vegreville except in the manner provided in this Bylaw.

2.2 The collection, removal and disposal of ashes, garbage and refuse in the Town of Vegreville shall be under the direction and supervision of the Town Manager except as otherwise provided.

2.3 The Town Manager shall prepare, issue and publish by posting in his/her office, regulations for the effective administration of this Bylaw.

2.4 Non-Residential containers shall be kept in good and reasonable condition as determined by the Public Works Manager. Should needed repairs not be carried out by the owner, the Town may repair the container and charge the owner accordingly.

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2.5 At the discretion of the Public Works Manager, overdue accounts will result in the discontinuation of collection service and/or the removal of Town owned containers.

3. PRE-COLLECTION

3.1 Garbage shall be thoroughly drained of all liquid and shall be securely wrapped or bagged before being placed in a garbage receptacle.

3.2 Ashes shall be extinguished (so that no fire remains) and bagged before being placed in a receptacle for removal.

3.3 The owners of premises where there are four (4) or more tenants shall provide and maintain in good and sufficient repair for the use of the tenants, automated containers in such quantities as are necessary to contain the garbage originating from such premises for a period of seven (7) days.

3.4 Every receptacle designed to be picked up by the Town shall meet the following specification:

3.4.1. Containers shall be compatible with the Town's automated collection system.

3.5 No person other than a person using a garbage receptacle authorized for collection shall open or interfere with any other garbage container.

3.6 Subject to the provisions of Sections 3 and 4 hereof, all garbage containers shall be kept in compliance with the following requirements:

3.6.1. As per placement by Public Works for bulk containers.

3.6.2. As per roll out instructions provided with the container.

3.7 Combustible refuse shall be placed in containers, carefully secured and prepared for collection as follows:

3.7.1. Clippings from shrubs and trees shall be compactly and securely tied in bundles not exceeding three (3) feet (one meter) in length.

3.7.2. Discarded clothing and fabric, newspapers, waste paper, magazines and similar dry, inoffensive refuse shall be enclosed in cardboard boxes or other containers and securely tied.

3.7.3. Cardboard boxes and similar crating and shipping containers shall be collapsed and securely tied into compact bundles.

3.7.4. Shredded packing materials, shavings and trimmings from lawns and gardens shall be securely baled and wrapped in heavy paper or packed in cardboard boxes, burlap or plastic bags and securely tied.

4. COLLECTION

4.1 Unless otherwise stipulated in this Bylaw, the Town:

4.1.1. Shall remove all domestic garbage once a week from all single detached, semi-detached and duplex dwellings within the Town of Vegreville.

4.1.2. May sponsor a cleanup week to provide for the removal of all junk, garbage, refuse, litter, waste and all other related material from the Town.

4.2 The following waste materials are excluded from Town collection:

4.2.1. All ashes, garbage and/or refuse not properly prepared for collection or not placed in containers or otherwise contrary to the requirements of this Bylaw will not be removed.

4.2.2. All building refuse, industrial waste, commercial refuse, bulk refuse, junk, dead animals and hazardous refuse.

- 4.2.3. All litter except litter placed in litter receptacles, circular or commercial containers.
- 4.2.4. No person shall, directly or otherwise, dispose of or permit any person to dispose of any explosive, inflammable, volatile, noxious or dangerous device or substance.
- 4.3 The Council of the Town of Vegreville may cause a notice to be served to the owner, lessee or occupant of any building or other establishment on any lot within the Town to remove any ashes, dirt, filth or refuse and dispose of said wastes at the Sanitary Landfill Site 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 ashes, dirt, filth or refuse.
- 4.3.1. If the owner, agent, lessee, or occupant does not comply with the said notice within the period of time specified, Council may proceed to have the work done and charge the costs thereof to the owner, agent, lessee or occupant.
- 4.4 No person shall keep garbage in a receptacle for collection if such garbage has an odour which is bothersome to the owners of the adjacent premises.
- 4.4.1. All garbage referred to in Subsection 4.4 above hereof shall be immediately disposed of by taking the same to the Sanitary Landfill Site.
- 4.5 The Town will not undertake the removal and/or disposal of hazardous waste materials not suitable for disposal by the sanitary landfill method. Every person responsible for the removal of such waste material shall dispose of same in a manner satisfactory to Alberta Environment.

5. TRANSPORTATION

- 5.1 No person shall operate any vehicle transporting ashes, garbage, refuse or other debris of any kind on any highway, street, lane or bridge in the Town of Vegreville unless the load is completely enclosed or covered with a securely fastened tarpaulin covering the load in such a manner that it shall be impossible for any part of the load of said vehicle to become dislodged.
- 5.2 No persons shall store, convey, or cause to be conveyed, on any street any garbage, offal (waste parts) from slaughterhouses or butcher shops, swill or any waste of any offensive nature in a vehicle or container that is not properly constructed and covered so as to prevent the contents thereof from escaping.
- 5.3 The vehicle or cover shall be constructed in such a manner as to protect the contents from insects and to minimize any offensive odours.
- 5.4 No person shall allow any such vehicle or container to stand on any street, highway, lane or bridge for more than thirty (30) minutes except in the case of an emergency.

6. SANITARY LANDFILL DISPOSAL

- 6.1 No person shall deposit or unload any waste material at the Sanitary Landfill Site without reporting to the person in charge of such a site and complying with the instructions given by such a person.
- 6.2 The hours of operation of the Sanitary Landfill Site are posted at the Sanitary Landfill Site or may be obtained upon request at the Public Works Department. No delivery or deposit for disposal may be made except during such hours.
- 6.3 No person shall remove or take away any material, object or thing from the Sanitary Landfill Site. The Town shall own and have the sole right to dispose of all waste delivered to the Sanitary Landfill Site for disposal (excepting there out the County of Minburn's pesticide site).

- 6.4 All persons hauling waste to the Sanitary Landfill Site will be assessed a fee as set out in Schedule "A". Materials meeting the requirements of Provincial Waste Management Programs will be accepted as per Alberta Environment's guidelines.
- 6.5 No person shall deposit any waste material or refuse outside of the Sanitary Landfill Site or within the corporate limits of the Town of Vegreville.
- 6.6 The Town of Vegreville reserves the right to control the type and nature of garbage and industrial waste which is deposited at the Sanitary Landfill Site and may reject any material it considers unsuitable.

7. INCINERATION

- 7.1 Garbage and combustible refuse may be disposed of by incineration in indoor incinerator units meeting the requirements of the National Building Code and that portion of the National Building Code providing for indoor incinerators and all amendments thereto are hereby incorporated to become and form part of this Bylaw.
- 7.2 Garbage and combustible refuse shall not be disposed of by incineration in outdoor incinerator units or burning barrels. The operation of any incinerator is subject to the legislation passed by the appropriate provincial jurisdiction in Alberta.
- 7.3 Rubber, leather, tar paper or other offensive refuse or matter not completely combustible or which gives off offensive odour when burning shall not be disposed of by burning in an incinerator.

8. STREETS, SIDEWALKS AND PUBLIC AREAS

- 8.1 Except as may otherwise be authorized herein or hereunder, no person shall place or deposit any litter, garbage, waste, ashes, refuse or other discarded materials of any nature or description whatsoever upon any street, lane, vacant lot, park, public place or watercourse within the Town.
- 8.2 No person participating in building operation or alterations shall deposit on any street, lane or public place any earth, gravel, industrial waste, surplus materials or other refuse.

9. FEES AND PENALTIES

- 9.1 Any person who commits a breach of any of the provisions of Sections 1 through 8 of this Bylaw shall be liable to penalties as per Schedule "B" attached.
- 9.2 A container dumping fee shall be determined from time to time by Town Council as per Schedule "C" attached.
- 9.3 Attached Schedules "A", "B" and "C" may be amended from time to time by resolution of Town Council.

10. HOURS OF OPERATION

- 10.1 Council, by resolution, may determine hours of operation at the Sanitary Landfill Site.

11. ENFORCEMENT

- 11.1 Any Peace Officer of the Town 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 of Vegreville may enter into an agreement with any party for the purpose of collecting refuse within the Town of Vegreville and disposing of this refuse at the Sanitary Landfill Site.

12.2 The Town of Vegreville may enter into an agreement with any party for the purpose of operating the Sanitary Landfill Site.

12.3 The Town of Vegreville may enter into an agreement with any party for the purpose of accepting and disposing of refuse at the Sanitary Landfill Site.

13. REPEAL OF OLD BYLAW

13.1 Bylaw No. 8-99 and all amendments thereto are hereby rescinded.

13.2 This Bylaw shall take effect on the day of the final passing thereof.

READ for the first time this	9	day of	June	2008 A.D.
READ for a second time this	9	day of	June	2008 A.D.
Unanimous consent for third and final reading this	9	day of	June	2008 A.D.
READ for a third time this	9	day of	June	2008 A.D.


NATALIA TOROSHENKO, Deputy Mayor


JODY QUICKSTAD, Town Manager

BYLAW NO. 08-2008

SCHEDULE "A"

EFFECTIVE JUNE 10, 2008

VEGREVILLE SANITARY LANDFILL TIPPING FEES

Tires	n/c
Paint	n/c
Battery	n/c
E-waste (computer, television, etc.)	n/c
Mattress	\$ 4.00
Box Spring	\$ 4.00
Microwave	\$ 4.00
Bike	\$ 4.00
Lawnmower	\$ 4.00
Hot Water Tank	\$ 4.00
Couch	\$ 4.00
Chair	\$ 4.00
Toilet	\$ 4.00
Stove, Washer, Dryer, Dishwasher	\$ 6.00
Fridge/Freezer	\$ 6.00
Fridge/Freezer with Freon	\$26.00
Vehicle	\$40.00 (fuel tank must be removed or punctured)
Vegreville Veterinary Clinic (euthanized domestic animals)	\$40.00/20 cu.ft. deep freeze load Note: No deceased livestock or wildlife accepted.

Resident

The Town of Vegreville residents hauling any acceptable refuse except "domestic garbage" shall be assessed a disposal fee as follows:

Car	\$ 5.00
Truck Up To ¾ Ton	\$10.00
1 Ton Single Axle	\$15.00
3 Ton Single Axle	\$20.00
Tandem	\$40.00
End Dump	\$80.00
Liquid Waste	\$30.00 (n/c if accompanied by a Town of Vegreville Waste Water Agreement)
Hydrocarbon Soils	Public Works Manager's Approval Required
Clean Fill	n/c
Buried Material (if required)	\$20.00 plus applicable unit rate as stated above

(Rates to be doubled for compacted loads.)

Non-Resident

All non-residents hauling refuse acceptable to the Vegreville Sanitary Landfill Site shall be assessed a disposal fee as follows:

Car	\$ 10.00
Truck Up To ¾ Ton	\$ 20.00
1 Ton Single Axle	\$ 30.00
3 Ton Single Axle	\$ 40.00
Tandem	\$ 80.00
End Dump	\$160.00
Liquid Waste	\$60.00 (n/c if accompanied by a Town of Vegreville Waste Water Agreement)
Hydrocarbon Soils	Public Works Manager's Approval Required
Clean Fill	n/c
Buried Material (if required)	\$40.00 plus applicable unit rate as stated above

(Rates to be doubled for compacted loads.)

- Note:
- Any items not listed above will be at the Landfill Operator's discretion.
 - Landfill Operator may pro-rate loads at his/her discretion.
 - Contractors with a Town of Vegreville Business License working in Town pay residential rates.
 - Contractors working in the County pay non-resident rates.

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BYLAW NO. 08-2008

Schedule "B"
EFFECTIVE JUNE 10, 2008

PENALTIES

<u>Section</u>	<u>Description</u>	<u>Fee</u>
1.1	Failure to place and keep garbage in container or improper disposal of unwrapped wet garbage and liquid containers.	\$100.00
1.2	Improper disposal of hot ashes/burning matter.	\$100.00
1.3	Failure to provide adequate containers.	\$100.00
1.4	Disturbing garbage contents.	\$100.00
1.5	Moving or improper placement of containers.	\$100.00
1.6	a) Failure to wrap clippings or bundles of trees and shrubs and place into containers.	\$100.00
	b) Failure to tie or compact loose paper, boxes, packing, etc., and place into containers.	\$100.00
	c) Failure to place shredded packing materials, shavings and trimmings from lawns and gardens in securely baled and wrapped in heavy paper or packed in cardboard boxes, burlap or plastic bags and tied securely.	\$100.00
1.7	Placing combustible or explosive material in garbage.	\$100.00
1.8	Vehicle improperly covered.	\$100.00
1.9	Failure to report to and comply with instructions given by the person in charge.	\$100.00
2.0	Unlawful removal of waste products from the Sanitary Landfill.	\$100.00
2.1	Any person found littering or found depositing waste material outside of the Sanitary Landfill Site or within the corporate limits of the Town of Vegreville is guilty of an offence and shall be liable on a Summary Conviction to a fine of not less than \$500.00 (Five Hundred Dollars) and not more than \$2,500.00 (Two Thousand Five Hundred Dollars) or to an imprisonment term of not more than 6 (Six) months.	\$500.00 to \$2,500.00

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BYLAW NO. 08-2008

SCHEDULE "C"

EFFECTIVE APRIL 1, 2013

TOWN OF VEGREVILLE PICK-UP FEES FOR CONTAINERS

<u>Section</u>	<u>Description</u>	<u>Fee</u>
1.1 a)	Residential pick-ups once weekly	\$12.00 Monthly Per Dwelling
b)	Non-Residential once weekly per container	No Charge
c)	Additional Non-Residential pick-ups per container	\$10.00
d)	Out of Town pick-ups per container	\$40.00

Approved at a Regular Meeting of Town Council on March 25, 2013.

Motion #27261

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