THE TOWN OF VAUXHALL
BYLAW No. 1021-26
THE WASTE MANAGEMENT AND RECYCLING BYLAW

A BYLAW REGULATING AND PROVIDING FOR THE TERMS, CONDITIONS, AND RATES FOR THE WASTE MANAGEMENT AND RECYCLING SERVICES PROVIDED BY THE TOWN OF VAUXHALL

WHEREAS, pursuant to section 3 of the *Municipal Government Act* the purposes of a municipality are to provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS, pursuant to Part 2 Division 1 section 7(g) of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting public utilities;

NOW THEREFORE the Council of the Town of Vauxhall, in the Province of Alberta, duly assembled, enacts as follows:

PART I - TITLE AND DEFINITIONS

Bylaw Title

1

This Bylaw shall be known as the "Waste Management and Recycling Bylaw".

Definitions

2

In this Bylaw, unless the context otherwise requires:

(a) "**Account**" means an agreement between a Customer and the Town for the supply of Utility Services of which the terms of the Waste Management and Recycling Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the Town;

(b) "**Chief Administrative Officer**" means the Chief Administrative Officer of the Town or their designated delegate;

(c) "**Collection Services**" means one or more of the services provided by the Town under this Bylaw, including waste collection services and recycling material collection services;

(d) "**Commercial Container**" means a 300-gallon container, supplied by the Town, to specific commercial users provided to place waste, intended to be removed by the Automated Waste Collection Service of the Town;

(e) "**Collection Day**" means the day or days designated by the Solid Waste Collector during the week which solid waste is to be collected from eligible premises as illustrated in Schedule "A" on days and at times as the Town may appoint;

(f) "**Collection Point**" means a point at which the Solid Waste Collector will collect solid waste from an eligible premises as illustrated in Schedule "A" unless otherwise specified by a specific exemption, as determined by the Solid Waste Collector;

(g) "**Council**" means the municipal council of the Town.

(h) "**Customer**" means any Person that receives Utility Services and where the context or circumstances so require includes any Person who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services and also includes any Person acting as an agent or representative of a customer.

(i) **"Farmland"** land used for farming

(j) "**Garbage**" has the same meaning as "Waste".

(k) **"Garbage Bag**" means a bag stored in container until pickup

(l) "**Landfill**" means the general area used to bury inert waste and store recyclable materials for future transfer

(m) **"Mixed Waste"** means any form of waste in which materials have been blended or unseparated

(n) **"Municipal Boundary"** means that area which includes the corporate boundaries of the Town of Vauxhall and the Municipal District of Taber

(o) "**Municipal Tag**" means a tag or similar document issued by the Town pursuant to the Municipal *Government Act* that alleges a bylaw violation and failure to comply may result in a violation ticket being issued.

(p) **"Occupant**" means Person occupying Premises, including an Owner, lessee or licensee, or anyone who has actual use, possession or control of the premises including a general contractor with respect to a Construction Site:

(q) "**Peace Officer**" means a Bylaw Enforcement Officer employed by the Town, a Peace Officer appointed pursuant to the *Peace Officer Act* whose appointment includes enforcement of Town bylaws or a member of the Royal Canadian Mounted Police.

(r) "**Person**" means any individual, firm, partnership, association, corporation, trustee, executor, administrator, or other legal representative to whom the context applies according to law.

(s) **"Recycling Depot"** means a designated facility or site authorized to receive, collect, sort, store, or otherwise manage recyclable materials for the purpose of recycling, diversion, or recovery, and may include a community recycling depot operated by the Town or by an independent contractor authorized by the Town.

(t) "**Roll-Out Cart**" means a 95-gallon cart, supplied by the Town, to each property for the use by the owner or occupant of that property to place waste, intended to be removed by the Automated Waste Collection Service of the Town.

(u) "**Scale**" means a device used to weigh materials entering the landfill.

(v) **"Scavenge"** means the unauthorized removal of garbage, recyclable material and yard waste and organic material that have been placed out for collection.

(w) "**Solid Waste Collector**" means the person(s) authorized by the Town to collect, remove and process or dispose of solid waste.

(x) **"Special Handling"** means any material that is collected or method of waste collection that requires additional handling, training or expenses to process said waste.

(y) **"Tipping"** is the physical act of tipping or emptying a cart or container.

(z) "**Town**" means the municipal corporation of the Town of Vauxhall and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires.

(aa) "**Utility Services"** means waste management services, including the collection, removal and disposal of garbage and waste.

(bb) **"Vacant"** means having no fixtures, furniture, or inhabitants; empty

(cc) "**Violation Ticket**" has the same meaning as in the *Provincial Offences Procedure Act;*

(dd) "**Waste" means** any discarded refuse including, but not limited to, such items as dry waste, food waste, construction waste, and yard waste generated by any residential, commercial, or industrial property.

(ee) "**Wet Garbage**" means the kitchen waste containing liquid originating from hotels, boarding houses and restaurants but excludes drained household kitchen waste which has been properly packaged.

(ff) **"Yard Waste**" means uncontaminated, organic waste from gardening activities and includes grass clippings, leaves, brush, house, and garden plants, and small trees pruning's under 0.5 m in length and 1cm in diameter.

PART II - PROVISION OF UTILITY SERVICES

Other Public Utilities Prohibited

3 All Utility Services provided within the Town shall be provided by the Town, unless otherwise authorized by the Chief Administrative Officer.

Terms and Conditions

4 All Utility Services provided by the Town shall be provided in accordance with Schedules "A" "B" and "C" as applicable.

Rates, Fees and Charges

5

(1) The cost of municipal waste collection and disposal services provided to Customers within all areas of the Town shall be recovered through utility invoice charges, as set out in Schedule "B" of this Bylaw.

(2) Residential curbside recycling collection costs shall not be included in municipal utility invoice charges, as such costs are funded directly by the designated Producer Responsibility Organization (PRO).

(3) Recycling service fees applicable to commercial Customers shall continue to be assessed and recovered from commercial Customers through utility invoice charges, as set out in Schedule "B" of this Bylaw.

Past Due Accounts

6

(1) A late payment charge shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by the Town by the due date.

(2) Any charges on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the Town and is recoverable, by the Town, by any or all of the following methods, namely:

(a) by action, in any Court of competent jurisdiction.

(b) by discontinuing the Service to the Customer.

(c) by adding the outstanding Account balance to the tax roll of an Owner of a Property in Accordance with the *Municipal Government Act*.

(3) Where, fees or charges have not been established in Schedule "B" for a particular service the Town may establish charges for services provided. Without limiting the generality of the foregoing, the Town may establish charges for the following

(a) late payment penalties;

(b) NSF payment

(c) Public Works Service and Parts

(4) Notwithstanding Subsections 6.1 – 6.3, Council may waive or cancel any penalties and/ or any other actions due to significant and unforeseen circumstances.

General

7

(1) No persons are permitted to disturb or scavenge the contents of Roll-Out Carts or Containers or scavenge on any property owned by the Town of Vauxhall, which includes the Vauxhall Landfill and or Waste Transfer Stations.

(2) No person shall deposit any dead animal, manure, excrement, refuse, liquid waste or other filth upon or into any street, service lane, alley, highway, ditch, well, lake, pond, river, stream or water course or onto any land.

(3) No person shall deposit waste in a Roll-Out Cart or Container without the prior consent of the Town, being the owner of the Roll-Out Cart or Container, other than the Occupant of the premises or area to which the Roll-out Cart or Container is designated by the Town.

(4) No person shall place out for collection, or mix with any other Waste, Wet Garbage or Yard Waste, any of the following items:

a) Biomedical waste that requires **"Special Handling"** and disposal because of environmental, aesthetic and health and safety concerns.

b) Construction, renovation, or demolition materials,

c) Compressed gas, propane, or butane cylinders,

d) Large and bulky items such as mattresses, box springs, furniture, or major appliances,

e) Electronic equipment including televisions, computers, computer monitors, keyboards and associated cables,

f) Automotive parts including lead batteries, scrap metal, oil filters, empty oil containers, tires and automotive bodies or body parts

g) Any **"Special Handling"** materials such as explosive, volatile, radioactive noxious, hazardous, toxic or dangerous device, substance, chemical or item, including hot ashes or burning matter "**will not be accepted"**

h) Oil or other petroleum by-products,

i) Liquid waste or sludge

j) Any un-bagged garbage or waste.

k) Trees, shrubs, branches over 0.5 meters in length and 1 cm in diameter, soil, sod rock, stumps and any other woody material.

l) Animal waste including dead animals, carcasses, offal, manure, kennel waste, animal parts or excreta, unless the animal excreta is placed in a double bag and securely tied before placing in a Roll-Out Cart/Container.

(5) Any person who mixes an item from Section 7. 4 into their Roll-Out Cart/Container will be responsible for any costs associated with the cleanup and shall be liable to a penalty as set forth in the "Schedule of fees for Corporate Services" as per the Town of Vauxhall Rate Bylaw

(6) Each Property with a registered Account for a Roll-Out Cart/Container shall be responsible for any damage to or loss of their Roll-Out Cart/Container unless damage is normal wear and tear or was done by the Solid Waste Collector. The Town will invoice the eligible premises or person responsible for the damaged Roll-Out Cart/Container at a rate determined by Schedule 'B'

(7) No person shall allow Waste to spill over or accumulate on any lane, street or adjoining public or private property. Every person will ensure that all waste is kept within their Roll-Out Cart/Container with the lids on and closed.

Recycling Depot Operations

8

To support waste diversion and minimize the amount of solid waste entering the municipal waste stream, the Town recognizes and coordinates with an independent recycling site operating within the municipal boundaries for the collection of recyclable materials. The operation of the recycling site is governed by the "Statement of Work for Community Depot Operations," which forms part of the Master Services Agreement, together with a separate Agreement between the Town of Vauxhall and the independent contractor.

Improper disposal of waste

(1) No person shall deposit, dump, or dispose of materials at any designated recycling depot other than those specific items designated as permitted.

(2) No person shall place waste or recyclable materials outside of designated collection areas, receptacles, or facilities, or otherwise dispose of materials in a manner that may cause litter, environmental harm, nuisance, or unreasonable interference with the use of public or private property.

(3) The Town is assigned as the contractor to maintain the site signage, cleanliness and report damages and does not own, operate, or maintain the recycling depot facilities situated on private property. Operational responsibilities, site compliance & maintenance, material sorting standards, shall remain the exclusive responsibility of the independent contractor.

(4) The Town may assess, levy, and collect charges or service fees necessary to recover the operational costs associated with commercial recycling, Such charges or service fees shall apply exclusively to commercial Customers and shall be established in accordance with Schedule "B" of this Bylaw. Residential Customers shall be exempt from municipal recycling service fees.

Notices

9
In any case in which the Town is required to provide written notice to a Customer pursuant to this Bylaw, the Chief Administrative Officer or designate shall serve notice either:

(1) in person, or

(2) by mailing, delivering, or providing a copy of the notice by electronic means to the Customer at the last known address disclosed in the Alberta land titles registry certificate of title for the Property.

PART III – ENFORCEMENT

Offence

10
A Person who contravenes any provision of this Bylaw is guilty of an offence.

Continuing Offence

11
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 guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

Vicarious Liability

12 For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

Corporations and Partnerships

13
(1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.

(2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

Fines and Penalties

14
(1) A Person who is guilty of an offence is liable to a fine in an amount not less than $50.00 and not exceeding $1000.00.

(2) Without restricting the generality of subsection (1) the fine amounts established for use on Municipal Tickets and Violations, if a voluntary payment option is offered are as set out in Schedule C "

Municipal Tag

15
(1) A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

(2) A Municipal Tag may be issued to such Person:

(a) either personally; or

(b) by mailing or delivering a copy to such Person at their last known post office or civic address.

(3) The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:

(a) the legal name of the registered owner(s) as shown on the Certificate of Title

(b) the offence;

(c) the specified penalty established by this Bylaw for the offence;

(d) a specified date to remedy the situation

(e) any other information as may be required by the Chief Administrator Officer

Violation Ticket

17

(1) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;

(2) Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;

(3) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;

(a) specify the fine amount established by this Bylaw for the offence; or

(b) require a Person to appear in court without the alternative of making voluntary payment.

Voluntary Payment

18

A Person who commits an offence may:

(1) if a Violation Ticket is issued in respect of the offence; and

(2) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence; make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

Obstruction

19

No Person shall obstruct, hinder or impede any authorized representative of the Town in the exercise of any of their powers or duties pursuant to this Bylaw.

Schedules

20
The following schedules are included in, and form part of this Bylaw:

(1) Schedule "A" – Collection Point Roll-Out Cart or Container

(2) Schedule "B" – Solid Waste Fee Service Charge;

(3) Schedule "C" - Penalties

PART IV – GENERAL

Severability

21
Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

Repeal

22
This Bylaw repeals Bylaw 1013-26

Enactment

23
This Bylaw shall come into force and effect when it receives third reading and is duly signed.

Read a first time in Council this 5 day of October, 2026

Read a second time in Council this 19 day of October, 2026

Read a third time in Council and finally passed this 19 day of October, 2026

MAYOR

CHIEF ADMINISTRATIVE OFFICER

THE TOWN OF VAUXHALL
BYLAW No. 1021-26
THE WASTE MANAGEMENT AND RECYCLING BYLAW

SCHEDULE "A"

COLLECTION DAY/POINT
WASTE ROLL-OUT CART AND/OR CONTAINER

Solid Waste

24
Each property will be supplied by the Town, a Roll-Out Cart to be used by the Customer for the collection of Waste that is contained in a Garbage Bag and stored in the Roll-Out Cart until pick up and that is not prohibited by section 7 of this Bylaw. Some commercial services are already being supplied with a Container.

Collection Day

a. Roll-Out Cart regular service / pick-up will be provided once per week beginning Monday and ending Friday excluding Holidays.

b. Container regular service / pick up will be provided once per week beginning Monday and ending Friday excluding Holidays

c. Container Extended service will be Monday, Wednesday and Friday excluding Holidays.

Collection Point

a. Where any premises are serviced by a lane the solid waste Roll-Out Cart/Container shall be located immediately adjacent to the lane, and shall be immediately accessible from the lane; or

b. Where any premises are not serviced by a lane, all solid waste from such premises shall be placed in a solid waste Roll-Out Cart/Container for collection at a location as close as possible to the travelled portion of any adjacent street. Solid waste Roll-Out Cart/Container shall not be placed on a sidewalk or in such a location as to interfere in any way with vehicular or pedestrian traffic.

c. Solid waste will not be collected from within premises or by entering private property.

d. Inclement weather and operational disruptions and emergencies may interrupt service from time to time

Recycling Carts

25
The Town of Vauxhall does not own, operate, manage, or control the recycling carts used for curbside recycling collection. The provision, delivery, collection, maintenance, replacement, and administration of recycling carts are the responsibility of the applicable recycling program operator or service provider.
The Town does not establish or control the collection schedules, accepted materials, cart requirements, or operational procedures associated with the curbside recycling service.

THE TOWN OF VAUXHALL
BYLAW No. 1021-26
THE WASTE MANAGEMENT AND RECYCLING BYLAW

SCHEDULE "B"

SOLID WASTE FEE SERVICE CHARGE

The following monthly rates for garbage collection and disposal as well as recycling shall apply:

Commercial Container

Explanation of Charge	Period	Per Container Rate	Additional Container Rate	Extended Service Rate
Service / Tipping	Monthly	$52.00	$31.00	$38.00
Vacant Property		$0.00		
Farmland		$0.00		

Additional Tipping of Container

Additional tipping of a Container due to overloading or request by the registered user will be an additional charge of $30.

Security Deposit

Outside corporate limits solid waste and $70.00

Roll-Out Cart

Use	Period	Per Cart	Additional Commercial Cart
Residential	Monthly	$19.00	Not Permitted
Small Commercial	Monthly	$19.00	$14.00
Vacant Property		$0.00	
Farmland		$0.00	

Replacement Roll-Out Cart / Commercial Container

The cost of a replacement cart will be $100.00 each / Large Commercial Container will be $350.00 each

The cost of any additional carts will be $100.00 each / Large Commercial Container will be $350.00 each

Special Handling

Material	**Within** Municipal Boundary	**Out** of Municipal Boundary
Concrete/Asphalt	$60 per tonne (1000kg)	**Not Accepted**
Asphalt Shingles/Oversized Plastic	$80 per tonne (1000kg)	**Not Accepted**
Mixed waste	$140 per tonne (1000kg)	**Not Accepted**
Oilfield Waste *(Clean & separated only)*	$140 per tonne (1000kg)	**Not Accepted**
Refrigerators & Air Conditioning Equipment	$50.00 per Uncertified Non-Evacuated unit	**Not Accepted**
Mattresses / Box Springs Sofas / Recliners	$20.00 per item	

Special Handling materials will be weighed and charged as per the Landfill Scale.

Recycling

Type	Period	Rate
Commercial	Monthly	$0.00
Large Commercial/Industrial	Monthly	$0.00
Vacant Property		$0.00
Farmland		$0.00

Request for Commercial cardboard pickup

Charges per Town of Vauxhall Rate Bylaw "Schedule of fees for Corporate Services"

Definition of recycling type:

- **Commercial** fee charged to a Business determined to be a Small Commercial provider of recyclable materials. ***This does not include Pick-Up.***
- **Large Commercial/Industrial** fee charged to a Business determined to be a large provider of Recyclable materials. ***This does not include Pick-Up.***

SCHEDULE "C"

(Penalties for Violation of Waste Carts or Containers)

Section	
7 (1) Scavenging	$250.00
7 (2) Setting out restricted waste for collection	$100.00
7 (3) Unauthorized Deposit in Waste cart or Container	$100.00
7 (4) Non-permitted waste including Toxic waste	$250.00
7 (7) Overloading of Cart / Container and Accumulation of Waste	$100.00