

TOWN OF ELROSE

BYLAW #2020-01

A BYLAW TO AMEND BYLAW #01-2012, A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH RURAL MUNICIPALITY OF MONET NO. 257 FOR THE PURPOSE OF ESTABLISHING A REGIONAL WASTE TRANSFER STATION

The Council of the Town of Elrose, in the province of Saskatchewan, hereby enacts as follows:

APPENDIX B shall be amended to read:

APPENDIX B OF BYLAW #01-2020

TOWN OF ELROSE
TRANSFER STATION FEE SCHEDULE

Accepted Waste Materials (No Charge if Disposed of/Sorted Correctly):

- Bagged household waste
- Metal – must be put in the metal pile
- Clean Wood – must be put into the wood pile
- Branches and trees – must be cut into three foot lengths and put into the wood pile

Appliances

Freon Units:

Fridge (door must be removed)	\$20.00
Freezer (door/lid must be removed)	\$20.00
Air Conditioner	\$10.00

Washer or Dryer (door/lid must be removed) \$20.00 each

Barbeque \$10.00

Other Domestic Waste:

1/2 ton truck:	\$ 40.00
1 ton truck:	\$ 80.00
3 ton truck:	\$150.00
Single Axle Trailer:	\$ 40.00
Tandem Axle Trailer:	\$ 80.00

All loads must be sorted prior to dumping. Unsorted or “Dirty” loads will be charged at **5 times the rate** and the person will be banned from the transfer station.

Shingles:

1/2 ton truck:	\$215.00
1 ton truck:	\$430.00
3 ton truck:	\$645.00
Single Axle Trailer:	\$215.00 - \$345.00
Tandem Axle Trailer:	\$430.00 - \$645.00

Construction, and/or Renovation Materials:

1/2 ton truck:	\$ 75.00
1 ton truck:	\$145.00
3 ton truck:	\$430.00
Single Axle Trailer:	\$285.00
Tandem Axle Trailer:	\$430.00

Asphalt and Concrete: By estimated weight (see above “Shingles” disposal costs)

Non-accepted Waste Materials:

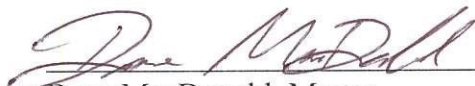
- Vehicle and/or Tires
- Recyclables such as paper, cardboard, and electronics
- Animal Manure (feces) or liquid waste
- Animals (deceased) or slaughterhouse waste
- Grain or screenings
- Chemical, herbicide or pesticide products or containers
- Petroleum waste including oil filters, oily rags, oil containers
- Hazardous waste or radioactive materials
- Paint, paint thinner, or paint remover cans unless they are empty and dry with the lids off
- Demolition waste materials
- Propane Tanks

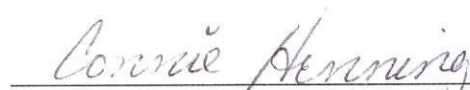
Refuse created from the demolition of structures will NOT be accepted. The owners (or the owners' contractor) will be responsible for renting their own waste bin and all associated costs to dispose of the materials.

Trucks larger than 3 ton will NOT be accepted. Large loads may not be accepted if a discrepancy is determined by the attendant.

ALL loads will be charged for. The amount charged shall be at the discretion of the attendant.

Bylaw #01 – 2017 is hereby repealed.
This Bylaw shall take effect June 1st, 2020.


Dane MacDonald, Mayor


Connie Henning, Administrator



Certified a true copy of Bylaw No. 2020-01
passed at the regular meeting of Council
this 14th Day of April, 2020


Administrator

TOWN OF ELROSE
BYLAW # 01 - 2012

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE
RURAL MUNICIPALITY OF MONET NO. 257 FOR THE PURPOSE OF
ESTABLISHING AND OPERATING A REGIONAL WASTE TRANSFER STATION

The Council of the Town of Elrose, in the Province of Saskatchewan, enacts as follows:

1. The Town of Elrose is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as "Exhibit A", with the Rural Municipality of Monet No. 257, for the purpose of establishing and operating a waste transfer station.
2. The Mayor and Administrator are hereby authorized to sign and execute the attached agreement, identified as "Exhibit A".

(SEAL)



Jane Stutz
MAYOR

Christa Hoff
ADMINISTRATOR

“Exhibit A”

This agreement made in duplicate this 10th day of January, 2012 for the purpose of establishing and operating a Regional Waste Transfer Station:

BETWEEN:

THE TOWN OF ELROSE IN THE PROVINCE OF SASKATCHEWAN,
(hereinafter referred to as the “Town”)

- AND -

THE RURAL MUNICIPALITY OF MONET No. 257 IN THE PROVINCE OF
SASKATCHEWAN (hereinafter referred to as the “R.M.”)

The Councils of the Town and the R.M. enact as follows:

1. In this Bylaw the following definitions shall apply:
 - a) “Administrator” means the administrators of the aforementioned Municipalities;
 - b) “Council” means the councils of the aforementioned Municipalities;
 - c) “Municipality” means the Town of Elrose or the R.M. of Monet No. 257;
 - d) “Transfer Station” means the regional transfer station located on South East Quarter of Section 27 Township 25 Range 15 West of the Third Meridian;
 - e) “Owner” means the Town of Elrose and the R.M. of Monet No. 257;
 - f) “Resident” means residents of the Town of Elrose and the R.M. of Monet No. 257;
 - g) “Landowner” means a person or persons owning land in a municipality within this bylaw but are not a resident;
 - h) “Tenant” means a person or persons that rent or lease property in a municipality within this bylaw but are not a resident;
 - i) “Domestic Waste” means perishable animal, mineral and vegetable matter resulting from the handling, preparation, cooking and consumption of food;
 - j) “Slaughter House Waste” means dead animals or slaughter house remains;
 - k) “Liquid Domestic Waste” means any waste which contains animal, mineral or vegetable matter in solution or suspension, including manure;
 - l) “Refuse” means all waste, including domestic waste rubbish, street cleanings and yard clippings, but does not include liquid domestic waste;
 - m) “Wood Waste” means clean wood (no paint or nails), trees, shrubs, stumps, branches that can be burned;
 - n) “Metal Waste” means metal objects such as major appliances containing no plastic, wood or fabric and Freon must be drained and certified as such,, but does not include wire;
 - o) “Petroleum Waste” means oil, oil filters, oily rags and petroleum contaminated soil;
 - p) “Industrial Waste” means asbestos, tires, concrete, rocks, and road asphalt;
 - q) “Chemical Waste” means chemical, herbicide or pesticide products or containers;
 - r) “Paint Waste” means paint, paint thinner and paint remover cans but does not include RCRA empty, solidified or triple rinsed cans with the lids off;
 - s) “Grain Waste” means grain or screenings;
 - t) “Hazardous Waste” means hazardous waste, radioactive materials, and naturally occurring (NORM) materials;

- u) "Designated Areas" means separate sites within the waste disposal site, set aside for the disposal of particular wastes ie. Wood Waste, Metal Waste;
 - v) "Scavenger" are persons authorized by Council to collect Domestic or Metal Waste or Refuse for removal to or from the Transfer Station.
2. Domestic, Wood and Metal Wastes and Refuse shall be brought to the Transfer Station by:
 - a) An employee of the Municipality; or
 - b) A resident, landowner or tenant of the Municipality.
 3. Containers for reception of Domestic Waste and Refuse and ashes shall be supplied by a contractor hired by the Municipality and shall be posted for Town or R.M. resident, landowner and tenants or for Ashes. All Domestic Waste and Refuse that can be bagged shall be bagged.
 4. All Wood Waste shall be placed at the designated wood site. The wood waste pile shall be burned at a minimum of once every three months following the guidelines of the Approval to Establish, To Operate a Transfer Station (Approval).
 5. All Metal Waste shall be placed at the designated metal/steel site.
 6. Refuse such as paper, cardboard boxes, tin cans, plastic or cardboard milk jugs, and plastic may be placed in designated containers/trailers at the recycle station site that is located on Lot 1, Block 2 in the Town of Elrose.
 7. All burning barrel ash must be cold for two weeks before it can be dumped into the Ash bin.
 8. Slaughter House Waste, Liquid Domestic Waste, Petroleum Waste, Industrial Waste, Chemical Waste, Paint Waste, Grain Waste, Hazardous Waste and wire shall not be accepted at the transfer station.
 9. No person shall remove, disturb or take away any material, object or thing from the transfer site without permission from the Council. The Municipality shall own and have the sole right to dispose of all refuse collected and delivered to the transfer site.
 10. No burning is allowed at the transfer station site unless authorized to do so by the Municipality and following the Approval guidelines.
 11. No person shall deface, destroy or alter any signs, bins, buildings, gates or fencing at the transfer station site.
 12. No person shall enter the transfer station outside the hours of operation unless an employee of the Municipality or a Scavenger.
 13. No person shall place or dump any type of Waste or Refuse inside or near the gate, fence or roadway leading to the Transfer Station unless in a designated area during hours of operation.
 14. The transfer station shall be open only on specific days as set out in Appendix "A". Days and/or hours of operation may be changed by resolution of Council of the Town of Elrose and the R.M. of Monet No. 257 and attached to this bylaw.
 15. The supervisor of the transfer site shall keep a daily register signed by all persons using the site.
 16. Signs shall be erected stating the hours of operation and to mark the designated areas.

17. All expenses shall be those of the Owner and will be offset by any revenue from Scavenger and Appendix "B" fees.
18. The fees to dispose of designated types or amounts of Domestic Waste or Refuse at the transfer station are set out in Appendix "B". These fees can be changed by resolution of Council of the Town of Elrose and the R.M. of Monet No. 257 and attached to this bylaw.
19. A person who infringes on any of the provisions of this bylaw or fails to comply therewith shall be liable to a fine of not less than \$500.00, in addition to the Municipality's clean-up and legal costs. A voluntary payment of \$100.00 may be made at the Town of Elrose or R.M. of Monet No. 257 office within 15 days of receipt of fine. Further infringement on any of these provisions shall lead to further action at the discretion of Council.
20. Any person found guilty of neglecting or refusing to pay the rates established in this bylaw shall be subject to a minimum fine of \$100.00, up to a maximum fine of \$250.00. A voluntary payment of \$50.00 may be made at the Town of Elrose or R.M. of Monet No. 257 office within 15 days of receipt of fine.
21. Any party wishing to withdraw from this agreement can do so by submitting their intent in writing to the other party 180 days prior to the date they wish to withdraw.

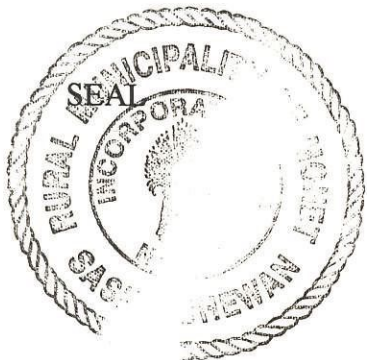


Jane Gintz

 Mayor, Town of Elrose

Quinta Hoak

 Administrator, Town of Elrose



George Myers

 Reeve, R.M. of Monet No. 257

Lain McDonald

 Administrator, R.M. of Monet No. 257



Certified a true copy of
 Bylaw #01 - 2012 passed
 this 10th day of January, 2012.

Quinta Hoak

 Administrator