

The Town of Hanley
Bylaw No. 12/16

A BYLAW OF THE TOWN OF HANLEY TO PROVIDE FOR
ENTERING INTO AN AGREEMENT AND SETTING
POLICIES AND PROCEDURES FOR A WASTE TRANSFER
STATION

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

1. The Town of Hanley is hereby authorized to enter into the agreement,
attached hereto and forming a part of this bylaw, and identified as
Exhibit “A”, with the following municipalities:

Rural Municipality of Lost River No. 313

to provide for the use of the Hanley Transfer Station.

2. The Mayor and Administrator of the Town of Hanley are hereby
authorized to sign and execute the attached agreement identified as
Schedule “A”.

Mayor

SEAL

Administrator

Exhibit "A"

This agreement made in duplicate this ____ day of _____, A.D. 2016 for the joint use of the Town of Hanley Waste Transfer Station:

BETWEEN:

THE TOWN OF HANLEY IN THE PROVINCE OF SASKATCHEWAN,
(hereinafter referred to as the "Town")

- AND -

THE RURAL MUNICIPALITY OF LOST RIVER, #313 IN THE PROVINCE OF
SASKATCHEWAN (hereinafter referred to as the "R.M.")

The Councils of the Town (owner), and the Rural Municipality enact as follows:

1. In this Agreement the following definitions shall apply:

- "Clerk" means the clerk/administrator of the municipality;
- "Council" means the council of the aforementioned Municipalities;
- "Domestic Waste" means putrid animal, mineral and vegetable waste resulting from the handling, preparation, cooking and consumption of food;
- "Liquid Domestic Waste" means any waste which contains animal, mineral or vegetable matter in solution or suspension;
- "Refuse" means all waste including domestic waste rubbish, street cleanings and yard clippings but does not liquid domestic waste;
- "Bulk Refuse" means wood, trees, shrubs, stumps, branches;
- "Designated Areas" means separate sites within the waste disposal site, set aside for the disposal of particular wastes ie: domestic wastes and rubbish, wood and/or bulk refuse, and metal;
- "Municipality" means the Town of Hanley, or the R.M. of Lost River;
- "Public highway" means a road allowance or a road, street, or lane, vested in Her majesty or set aside for such purpose and includes the entry road to the transfer station, a bridge, culvert, drain or other public improvement erected upon or in the connection with such public highway;
- "Scavenger" are persons authorized by council to collect domestic waste for removal to the transfer station;
- "Whites" means large metallic objects such as major appliances, water heaters, stoves, furnaces, washers, dryers, refrigerators, deep freezers, dishwashers, bed springs, fencing, gates, etc.;
- "Transfer Station" means the municipal transfer station located on 10 acres of the South West Quarter of Section 6 in Township 31 in Range 3 West of the Third Meridian;
- "Owner" means the Town of Hanley;
- "Resident" means residents of the Town of Hanley and the R.M. of Lost River, #313;
- "Agreement Holder" means the R.M of Lost River, #313;
- "Landowner" means a person or persons owning land in a municipality within this agreement but are not a resident;
- "Tenant" means a person or persons that rent or lease property in a municipality within this agreement but are not a resident;

2. Domestic wastes shall be brought to the Town of Hanley Transfer Site by:
 - a) An employee of the Municipality; or
 - b) Any person who has a contract with council for that purpose; or
 - c) Persons holding a valid landfill permit issued by the Municipality in which they live.
3. Containers for reception of garbage shall be kept in the bins supplied by the Town.
4. All removal of brush and bulk refuse shall be the responsibility of the landowner for the disposal at the transfer station.
5. All domestic waste, refuse, trees, bulk refuse, and whites shall be deposited in the designated areas of the transfer station; unpainted, untreated raw lumber only to be deposited in the burning pit.
6. Hazardous wastes of any kind: pesticides, chemicals which are radioactive, reactive, toxic ignitable, corrosive, pathological, acidic, etc, or any waste which is otherwise listed as a hazardous or toxic substance; any liquid paint and solvents; used oil, liquid wastes and sludges generally; acid-filled automotive batteries; propane tanks; refrigeration and air-conditioning equipment; rubber tires; and any wood products treated with creosote (telephone poles, wooden pilings, railroad ties, etc) shall not be accepted at the transfer station.
7. No person shall remove disturb or take away any material, object or thing from the transfer site without written permission of council. The Town shall own and have the sole right to dispose of all refuse collected and delivered to the transfer site.
8. No person shall operate any vehicle transporting domestic waste, refuse, or rubbish over any public highway unless the load is completely enclosed or covered with a tarpaulin or secured in such a manner that it shall be impossible for any part of the load of the said vehicle to escape.
9. Absolutely no burning is allowed at the transfer site unless authorized to do so by the Town or its representatives.
10. No person shall deface, destroy or alter any signs, gates or fencing at the transfer station.
11. The transfer station will 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 Hanley and attached to this bylaw, with a 30 day notification to the Rural Municipality of Lost River, #313.
12. A fee will be required of non-residents, non-ratepayer and/or non-tenants, to—dispose of refuse at the transfer station as set out in Appendix "B". These fees can be changed by resolution of Council for the Town of Hanley and attached to this Bylaw with a 30 day notification to the Rural Municipality of Lost River, No. 313.
13. The operator of the transfer site shall keep a daily register of all persons using the site. All expenses shall be those of the Owner and will be offset by any revenue from scavenging and agreement fees.
14. The Town of Hanley shall submit a listing of charges incurred by R.M. Residents on a monthly basis to the Rural Municipality for payment. Payment shall be made to the Town of Hanley at the next Council meeting following the receipt of the listing.

15. Signs shall be erected stating the rules of the operation and to mark the designated areas.

16. No person shall deface, destroy, or alter any signs, gates or fencing and the transfer site.

17. (a) Where the Designated Officer believes that a person has contravened any provision of this Bylaw, he may serve upon such person a Bylaw Violation Notice as provided by this section either personally or by mailing or leaving same at his last known address and such service shall be adequate for the purpose of this bylaw.

(b) Such notice shall be deemed to have been served:

a. On the expiration of twenty-four hours after it is posted, if the notice is mailed;

b. On the day of actual delivery, if the notice is served personal; or

c. On the business day following the transmission, if given by facsimile.

(c) A Bylaw Violation Notice shall be in such form as determined in Schedule A and shall state the section of the Bylaw, which was contravened, and the amount, which is provided in subsection (f) and (g) that will be accepted by the Municipality in lieu of prosecution.

(d) Upon production of a Bylaw Violation Notice issued pursuant to this section within thirty (30) days from the issue thereof, together with the payment of the fee as provided in subsection (f) and (g), to the Administrator of the Municipality, the person to whom the notice was issued shall not be liable for prosecution for the contravention in respect of which the notice was issued.

(e) Notwithstanding the provisions of this section, a person to whom a Bylaw Violation Notice has been issued pursuant to this section may exercise his right to defend any charge of committing a contravention of any of the provisions of this Bylaw.

(f) A person who infringes any of the provisions of this bylaw or fails to comply therewith shall be liable to a summary conviction to a fine of not less than \$500.00 in addition to the Town of Hanley's clean-up and legal costs.

(g) 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.

19. 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.

20. Any party wishing to withdraw from this agreement can do so by submitting their intent in writing 30 days prior to the date they wish to withdraw.

SEAL

Mayor, Town of Hanley

Clerk/Administrator, Town of Hanley

Reeve, RM of Lost River #313

SEAL

Administrator, RM of Lost River #313

APPENDIX "A"

WASTE TRANSFER STATION AGREEMENT

HOURS OF OPERATION:

May 15 to October 15 (summer hours)

Tuesdays and Thursdays 5 p.m. to 9 p.m. (or dark, whichever is earlier)

Saturday 10 a.m. to 5 p.m.

October 16 to May 14 (winter hours)

Saturday 10 a.m. to 5 p.m.

NOTE: Hours of operation may be changed by resolution of council for the Town of Hanley.

APPENDIX “B”

WASTE TRANSFER STATION AGREEMENT

Load size shall be determined by the Town of Hanley or its agent, whose decision will be final.

If the load is mixed types of waste, it must be sorted by the person wishing to dispose of the waste into the appropriate designated areas.

If the load is mixed types of waste and the person wishing to dispose of the waste does NOT sort the waste into the appropriate designated areas, they will be subject to the penalty pursuant to section 18 of the “Waste Transfer Station” bylaw.

THE CHARGES MUST BE APPLICABLE FOR ANY ITEM THAT WOULD GO INTO THE LORAAS BIN

THIS AREA IS DESIGNATED AS A TRANSFER STATION THEREFORE EVERY ITEM BROUGHT INTO THE STATION MUST BE TRANSFERRED OUT (or burned in the clean or raw wood pit as supervised by Town Foreman).

The fees are set by the Town Council. If at all possible, purchase a bag tag for \$4 each and place items in bags to be disposed of in Loraas bin.

CONCERNS REGARDING THE POLICIES OF THE TOWN OF HANLEY TRANSFER STATION ARE TO BE DIRECTED TO THE TOWN ADMINISTRATOR OR COUNCILLORS.

Smaller items (chair, TV, single mattress/box spring, indoor household appliances)	\$10 each
Large furniture (couch, other mattress/box spring, recliner)	\$20 each
½ or ¾ Ton Pickup Truck or Utility Trailer	\$30 load
- higher sides on truck	\$50 load
1 Ton Truck	\$50 load
2 or 3 Ton Truck	\$150 load
Metal	\$5 item
Bag Tags	\$4 each
Shingles - ½ or ¾ Ton Truck	\$100 load
Compost (grass, leaves, garden waste)	FREE
Clean Wood (not painted or treated)	FREE

WASTES THAT ARE STRICTLY PROHIBITED:

- Tires
- Hazardous Wastes of any kind
- Petroleum, petroleum remains or by-products
- Fuel tanks or oil barrels
- Asbestos, concrete, rocks, wire
- Contaminated soils
- Automobiles
- Remains of or by-products of slaughter house operations
- Liquid paints and solvents (dried material and empty cans allowed in Loraas bin)
- Acid-filled automotive batteries
- Propane tanks
- Any wood products treated with creosote (telephone poles, wooden pilings, railroad ties, etc.)