



*RM of Torch River No.488*

## **BYLAW NO 08-2014**

### **A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT AND SETTING POLICIES AND PROCEDURES FOR THE JOINT USE OF THE WASTE DISPOSAL SITE**

*Section 24 of *The Municipalities Act**

The Council of the Rural Municipality of Torch River No.488 in the Province of Saskatchewan enacts as follows:

**Short Title:**

1. This bylaw may be referred as the “Landfill Agreement Bylaw”

**Purpose:**

2. The purpose of this bylaw is to provide for entering into an agreement and to set policies and procedures for the joint use of the Waste Disposal site located at PT NE 24-53-17 W2.

**Intent:**

3. The Rural Municipality of Torch River is hereby authorized to enter into an agreement with the Councils of:

Town of Choiceland, and  
Village of Love, and  
Village of Smeaton, and  
Village of White Fox.

4. The terms of the Agreement shall be set out in Exhibit “A”

**Previous Bylaw:**

5. Bylaws 08-2012 and 10-2012 are now hereby repealed.

[SEAL]

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Dave Smith, Reeve

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Nathalie Hipkins, Administrator

Introduced and read a first time this 11<sup>th</sup> day of July, 2014.

Read a second time this \_\_\_\_ day of \_\_\_\_\_, 2014.

Read a third time and passed this \_\_\_\_ day of \_\_\_\_\_, 2014.



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**Exhibit “A”**

MEMORANDUM OF AGREEMENT made this 11<sup>th</sup> day of July, 2014

BETWEEN:

**The Rural Municipality of Torch River No.488**  
a municipal corporation in the Province of Saskatchewan  
(hereinafter referred to as “The RM of Torch River”)

AND:

**The Town of Choiceland**  
a municipal corporation in the Province of Saskatchewan  
(hereinafter referred to as “The Town of Choiceland”)

AND:

**The Village of Love**  
a municipal corporation in the Province of Saskatchewan  
(hereinafter referred to as “The Village of Love”)

AND:

**The Village of Smeaton**  
a municipal corporation in the Province of Saskatchewan  
(hereinafter referred to as “The Village of Smeaton”)

AND:

**The Village of White Fox**  
a municipal corporation in the Province of Saskatchewan  
(hereinafter referred to as “The Village of White Fox”)

**1. Definitions:**

In this agreement the following definitions shall apply:

- a. “Annual Grant” means the amount to be paid by the Parties as their share of joint operation costs for the year prior, based on the formula established in Schedule “A” to this agreement.
- b. “Bulk Refuse” means trees, shrubs, stumps, scrap lumber.
- c. “Council” means the council of the aforementioned Municipalities.
- d. “Designated Area” means separate sites within the waste disposal site set aside for the disposal of whites and bulk refuse.
- e. “Garbage” means putrescible animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.
- f. “Landfill Attendant” means the individual hired by the Rural Municipality of Torch River No.488 to inform and direct the public to the proper designated area(s).
- g. “Liquid Domestic Waste” means any waste, which contains animal, mineral or vegetable matter in solution or suspension.
- h. “Municipalities” means the RM of Torch River, the town of Choiceland, the Village of Love, the Village of Smeaton and the Village of White Fox.
- i. “Owner” means the Rural Municipality of Torch River No.488.
- j. “Refuse” means all wastes including garbage, rubbish, street cleanings and yard clipping but not liquid domestic wastes.



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- k. “Unexpected Site Closing” means a period of time such as minute(s), hour(s), or day(s), where the site is closed due to excessive rain, snow or other weather conditions, which make the road within the site impassable, or a personal emergency that must be attended to by the Landfill Attendant.
- l. “Users” means those individuals, corporations, contractors, and associations who:
  - i. Reside in the Town of Choiceland, Village of Love, Village of Smeaton, Village of White Fox or the RM of Torch River and wish to dispose of waste.
  - ii. Operate a business in the Town of Choiceland, Village of Love, Village of Smeaton, Village of White Fox or the RM of Torch River and wish to dispose of waste.
  - iii. Have been awarded a tender or contract in the Town of Choiceland, Village of Love, Village of Smeaton, Village of White Fox or the RM of Torch River and wish to dispose of waste.
- m. “Waste Disposal Site” means the Municipal waste disposal located on Ptn NE 24-53-17 W2 .
- n. “Whites” means large metallic objects such as major appliances, water heaters, stoves, furnaces, washers, bed springs, fencing, gates and all vehicles.
- o. “Working Face” means the site within the waste disposal site for the disposal of garbage and refuse but not whites or bulk refuse.
- p. “Yard Wastes” means wood, trees, shrubs, stumps, branches, leaves and grass.

## **2. TERMS OF AGREEMENT**

- a. The RM of Torch River agrees that in consideration of an annual grant, the Parties and its users shall be granted access to the Waste Disposal Site during hours of operation.
- b. The Parties agree that the summer/winter hours of operation may be established or changed by a resolution passed by the Council of the RM of Torch River.
- c. The Parties agree the facility shall be open to the public, except during times of unexpected site closing and statutory holidays, a minimum of 28 hours per week.
- d. The Parties agree that the summer/winter hours of operation, in effect, shall be clearly posted at the Waste Disposal Site.
- e. The Parties agree that any specific issue not addressed by this agreement may be regulated by amending this agreement where the Council for each party passes complimentary resolutions.
- f. No person shall deface, destroy, or alter any signs, gates or fencing at the Waste Disposal Site.
- g. All domestic waste, refuse, yard wastes and whites shall be deposited in the designated areas of the Waste Disposal Site.
- h. No person shall place, dump or dispose of any domestic waste, refuse, whites, or bulk refuse in, near or over the gate at the Waste Disposal Site, or on any public highway.
- i. Wastes that are prohibited shall be set out in Schedule “B”.
- j. Fees shall be set in Schedule “C” for certain domestic waste, refuse or rubbish.
- k. Any person wishing to deposit such domestic waste, refuse or rubbish shall first obtain a permit as set out in Schedule “D” from one of the Municipalities and pay



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the said fee. Monies and permits collected shall be remitted to the RM of Torch River and used to offset the annual operating fee.

- l. 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.
- m. No person shall scavenge from the Waste Disposal Site without written permission from the RM of Torch River or its authorized representative. The RM of Torch River shall own and have the sole right to dispose of all refuse collected and delivered to the Waste Disposal Site.
- n. Any person who contravenes any provisions set out in this agreement is guilty of an offence and shall be liable to the penalties provided in the General Penalty Bylaw of the RM of Torch River. The RM of Torch River shall be responsible to institute prosecution proceedings.

### **3. ANNUAL OPERATING GRANT**

- a. In consideration of this Agreement and the Waste Disposal Services and Site access provided hereunder, the Parties covenants and agrees to pay the RM of Torch River:
  - i. An annual grant based on the percentage determined in the calculation set out in Schedule "A";
  - ii. The percentage determined in Schedule "A": shall be applied to operating costs including labour, machinery, fencing for the site area, plus temporary fencing for control purposes within the site, materials and capital costs including pit excavations, for the Waste Disposal Site.
  - iii. The RM of Torch River shall prepare from the books, a statement of account, annually for information of the Parties, indicating the amount to be paid by each participant. The books of the RM of Torch River shall be open to inspection by the Parties for verification purposes.
  - iv. The RM of Torch River shall not charge for provision of supervision by the RM Administrator or office staff required for keeping the books.
  - v. Major changes in operating procedures or methods (not required by Provincial Regulations) shall be agreed upon by the Parties before being implemented; such as, type of equipment, change of ownership of equipment, manpower at site and any other matter of policy.

### **4. TERMINATION**

- a. It is understood and agreed that this agreement shall be continuous, but may be terminated by either parties hereto giving notice in writing to the RM of Torch River, ninety (90) days prior to December 31<sup>st</sup> in any year.
- b. Where written notice of termination has been provided, termination shall take effect on December 31<sup>st</sup> in the year proper notice is served.

**This agreement** executed the day and date first above written by the affixing of the appropriate signatures for all parties.



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**RURAL MUNICIPALITY OF TORCH RIVER NO.488**

SEAL \_\_\_\_\_  
Dave Smith, Reeve

\_\_\_\_\_  
Nathalie Hipkins, Administrator

**TOWN OF CHOICELAND**

SEAL \_\_\_\_\_  
Robert Mardell, Mayor

\_\_\_\_\_  
Holly Toews, Administrator

**VILLAGE OF LOVE**

SEAL \_\_\_\_\_  
Valerie Rodgers, Mayor

\_\_\_\_\_  
Cindy Bowes, Administrator

**VILLAGE OF SMEATON**

SEAL \_\_\_\_\_  
Sonia Fidyk, Mayor

\_\_\_\_\_  
Michelle Grunerud, Administrator

**VILLAGE OF WHITE FOX**

SEAL \_\_\_\_\_  
Brian Lane, Mayor

\_\_\_\_\_  
Marilyn Madaski, Administrator

**Schedule "A"**  
*Annual Grant*

|                             | <i>2011 Census</i> | <i>Percentage</i> |
|-----------------------------|--------------------|-------------------|
| <b>RM of Torch River</b>    | 1468               | 58 %              |
| <b>Town of Choiceland</b>   | 381                | 16 %              |
| <b>Village of Love</b>      | 65                 | 3 %               |
| <b>Village of Smeaton</b>   | 181                | 8 %               |
| <b>Village of White Fox</b> | 364                | 15 %              |
| <b>Total</b>                | <b>2459</b>        | <b>100 %</b>      |



**Schedule “B”**  
*Prohibited Waste*

1. Any wastes by non-residents.
2. Hazardous wastes.
3. Generally, wastes that may not be hazardous but contain constituents that upon contact with water, soil, air or other wastes at the landfill site, due to their own characteristics or properties, or in cumulative quantities can cause or result in:
  - a. combustion, toxicity, reactivity, corrosivity, harmful air emissions, explosions, objectionable odours, excessive settlement of cover; or
  - b. production or generation of excess landfill gases or excess contaminants in landfill gases such as methane, carbon dioxide, ozone, hydrogen sulfide, volatile organic compounds, nitrous oxides, chlorofluorohydrocarbons or other gases considered toxic, corrosive or reactive, over and above what would normally be encountered at a *natural attenuation* municipal landfill site; or
  - c. production or generation of excess leachate or excess contaminants in leachate at the landfill site over and above what would normally be encountered at a *natural attenuation* municipal landfill site; or
  - d. contamination of groundwater or surface waters with toxic, combustible, reactive or corrosive materials or objectionable tastes, odours or discoloration of such ground or surface water; or
  - e. excess dust, suspended particulate matter or litter in the air; or
  - f. proliferation of disease vectors, rodents, vermin, harmful bacteria, viruses and other pathogens; or
  - g. safety hazards for operational personnel and users of the site; or
  - h. emit objectionable odours, cause stress on vegetation or remain persistently in the environment; or
  - i. migration of any of the above off site and shall include but not be limited to the following specific prohibited items:
    - i. contaminated liquid wastes;
    - ii. liquid domestic sewage
    - iii. pesticides and other hazardous wastes or any material or thing treated with any of those substances including the receptacles;
    - iv. petroleum, petroleum remains or by-products (excluding waste oils);
    - v. remains or by-products of slaughter house operations;
    - vi. any biomedical wastes, including but not limited to human and animal anatomical wastes, microbiological laboratory wastes, blood, body fluids, body parts or waste sharps as defined in “Sask. Biomedical Waste Management Guidelines”;
    - vii. oily sump wastes containing excessive petroleum hydrocarbons;
    - viii. hot ashes, incinerator wastes including ashes, cinder, un-combusted clinker, residues, fuel wastes generated by burning coal, other fossil fuels or waste materials;
    - ix. refractory material or sludges left over from physical, chemical or biological processes.



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- x. unstabilized sludges from manufacturing processes, sewage disposal systems and water treatment systems;
  - xi. manure from livestock operations;
  - xii. discarded materials from industrial operations and processes;
  - xiii. firearms, ammunition explosives, incendiary, radioactive and other such wastes;
  - xiv. wastes by themselves or cumulatively or upon contact with water, soil, air or other wastes, may impart characteristics to air, soil and waters in and upon the landfill site or its environs in excess of what would normally be encountered at a *natural attenuation* municipal landfill site including:
    - pH (acidity or alkalinity);
    - total dissolved solids (or specific conductance);
    - biological oxygen demand (5 day);
    - chemical oxygen demand;
    - total organic compounds;
    - hardness;
    - total kjeldahl nitrogen;
    - all major ions;
    - all trace elements including metals;
    - aromatic, halogenated and non-halogenated compounds;
  - xv. wastes, in response or in combination with other waste, exhibit low shear strength or exhibit low density;
  - xvi. wastes by themselves or cumulatively or upon contact with water, soil, air or other wastes, produce small sized organic debris that can infiltrate soil pore spaces to excessively reduce soil permeability beyond that normally found to occur at a *natural attenuation* municipal landfill site;
  - xvii. clothing or packaging materials contaminated with hazardous or non-landfillable wastes;
  - xviii. greases and waxes;
  - xix. scrap tires and batteries;
  - xx. liquid paints and solvents;
  - xxi. electronics
  - xxii. propane cylinders.
4. Sampling and testing methods to characterize any wastes or their impacts on the landfill site shall conform to generally accepted methods promulgated by regulatory agencies or industry associations such as:
- Saskatchewan Ministry of Environment;
  - Canadian Council of Environment Ministers;
  - Environment Canada;
  - American Public Health, Public Works or Water Works Associations;
  - Water Environment Federation;
  - United States Environmental Protection Agency;
  - American Society of Testing Materials or Canadian Standards Association.
5. Any other such wastes, goods or materials not suitable for deposit by any current landfill method and as may be prohibited from time to time as defined and prohibited by any other Act, Regulation, Bylaw or Guideline made thereto.



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**Schedule “C”**  
*Waste Disposal Site Fees and Charges*

**RESIDENT RATES**

| <b>Description</b>   | <b>Fee</b>             |
|--|------------------------|
| Appliances, <i>such as</i> : refrigerators, deep freezers and air conditioners<br>Without a sticker stating that the halocarbons (Freon) have been removed | \$20.00 per appliance  |
| Industrial, Construction & Institutional waste – without concrete  | \$1.00 per square foot |
| Industrial, Construction & Institutional waste – with concrete   | \$2.00 per square foot |
| Shingles only  | \$0.25 per square foot |
| Asphalt, Concrete & Brick  | \$1.00 per square foot |

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.





**Schedule “D”**  
*Waste Disposal Permit*

|   |      |  |               |                        |              |       |
|---|------|--|---------------|------------------------|--------------|-------|
| Date of Permit:   | From |  | To            |                        | # of visits  |       |
| Permission is Granted to:   |      |  |               |                        |              |       |
| Land Location:  | PT   |  | Section       |                        | Township     | Range |
| Civic Address   |      |  |               | Town/Village           |              |       |
| <b>Vehicle description</b>  |      |  |               |                        |              |       |
| Make  |      |  | Model         |                        |              |       |
| Type  |      |  | Plate #       |                        |              |       |
| <b>Waste Type</b>   |      |  | <b>Amount</b> | <b>fee</b>             | <b>Total</b> |       |
| Appliances without sticker stating the halocarbons(Freon) have been removed |      |  |               | \$20.00 per appliance  | \$           |       |
| Industrial, Construction & Institutional waste – <i>without concrete</i>    |      |  |               | \$1.00 per square foot | \$           |       |
| Industrial, Construction & Institutional waste – <i>with concrete</i>       |      |  |               | \$2.00 per square foot | \$           |       |
| Shingles ONLY   |      |  |               | \$0.25 per square foot | \$           |       |
| Asphalt, Concrete & Brick   |      |  |               | \$1.00 per square foot | \$           |       |

If the load is mixed types of waste, it must be sorted by the permit applicant into the appropriate designated areas.

All loads must be 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.

No person shall scavenge from the waste disposal site without permission from the RM of Torch River or its authorized representative.

Any person who contravenes with any provisions set out is guilty of an offence and shall be liable to penalties.

**Wastes are not allowed from non-residents of the landfill agreement.**

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Municipality*

\_\_\_\_\_  
*Authorized Permit issuer & title*

|   |                           |
|---|---------------------------|
| <b>OFFICE USE</b>   |                           |
| Applicant Cheque # _____  | Applicant Receipt # _____ |
| Date Cheque with copy of permit remitted to RM of Torch River _____ |                           |
| Cheque# _____   |                           |

|                                 |                 |                  |
|---------------------------------|-----------------|------------------|
| <b>RM OF TORCH RIVER OFFICE</b> |                 |                  |
| Permit # _____                  | Receipt # _____ | GL # 420-850-120 |