Town of Imperial

Bylaw No. 5-2024

A Bylaw to Provide for the Collection and Disposal of Domestic Waste and Other Refuse

The council of the Town of Imperial in the Province of Saskatchewan enacts as follows:

1. A system for the collection, removal and disposal of garbage and other refuse accumulated within the Town of Imperial limits as herein set forth, is hereby established and shall hereafter be operated as herein provided.

2. For the purpose of this bylaw, the following words and phrases shall have the meaning given herein:

"Approved Commercial Hauler" means any individual, business or corporation with which *the Town* has entered into an agreement to facilitate increased access to the Waste Transfer Station, for the disposal of waste products generated in the day to day operation of that entity;

"Approved Municipal Hauler" means any municipal corporation with which *the Town* has entered into an agreement to facilitate increased access to the Waste Transfer Station, for the disposal of waste products generated in the day to day operation of that entity;

"Bulk Refuse" means loads of concrete;

"Clean Wood Waste" means trees, brush and limbs. Includes lumber or wood which has not been painted, stained or preserved in any manner or fashion and has any associated hardware removed;

"Council" means the councils for the Town of Imperial;

"Designated Areas" means separate sites within the Waste Transfer Station set aside for particular disposal of bulk refuse, recyclables and yard wastes;

"Domestic Waste" means animal, mineral and vegetable waste resulting from the handling, preparation, cooking and consumption of food but does not include animal carcasses;

"Hours of Operation" means the days and times authorized by this bylaw which may be amended from time to time;

"Liquid Domestic Waste" means any remains or by-products which contain animal, mineral and vegetable matter in solution or suspension;

"Public Highway" means a road allowance or a road, street, or lane vested in Her Majesty or set aside for such purposes and includes the entry road to the Waste Transfer Station, a bridge, culvert, drain or other public improvement erected upon or in connection with such public highway;

"Recyclables or Recycle Products" means all whites;

"Refuse" means all wastes including domestic waste rubbish but not liquid domestic waste;

"Scavengers" means only persons, businesses or corporations authorized by *the Town* to remove, disturb or collect domestic waste, object or thing for removal from the Waste Transfer Station;

"Tipping Fee(s) or User Fees(s)" means those charges or fees authorized by this bylaw which may be amended from time to time;

"Town" means the Town of Imperial;

"Unexpected Site Closing" means a period of time such as minute(s), hours(s) or day(s), where the Waste Transfer Station is closed due to excessive rain, snow or other weather conditions, which made the road within the site impassable, or a personal emergency that must be attended to by the waste transfer attendant;

"Users" means those individuals, corporations, contractors and associations who:

a) reside in the Town and wish to dispose of waste and/or recycle products;
b) operate a business in the Town and wish to dispose of waste and/or recycle products;
c) have been awarded a tender or contract in the Town and wish to dispose of waste and/or recycle products;

d) have received designation by the Town or as an Approved Commercial Hauler or Approved Municipal Hauler and wish to dispose of waste and/or recycle products;

"Waste Products" means all domestic waste, bulk refuse, recyclables, refuse mentioned in this agreement, but shall not be limited to those items;

"Waste Transfer Attendant" means the individual contracted by the Town to collect any applicable fees authorized under this agreement and to inform and direct the public to the proper designated area(s);

"Waste Transfer Station" means the Town of Imperial Waste Transfer Station located on Surface Parcel Number 118371203, Parcel C, Plan G642 Extension 0, surface parcel 118371214, Parcel D, Plan G642, Extension 0 and a portion of surface parcel number 135957460 owned by the R.M. of Big Arm, No. 251, all located within the E½ of 27-27-25 W2.

"Whites" means large metallic objects such as major appliances, water heaters, stoves, furnaces, washers, dryers, refrigerators, deep freezers, dishwashers, bed springs, fencing, gates, but shall not be limited to those items;

"Yard Waste" means leaves, grass clippings and garden refuse.

3. Domestic wastes in the Town shall be removed to the Waste Transfer Station by:
a) any employee of the Town; or
b) any person who has contracted with the Town for that purpose; or
c) approved commercial haulers with up-to-date agreements with the Town; or
d) approved municipal haulers with up-to-date agreements with the Town; or
e) any residents of the Town who pay the required load charge as outline in Schedule "B".

4. a) all domestic waste, whether consisting of animal, mineral, vegetable or other substance, and providing the same contains no liquid domestic wastes for the purpose of being collected and taken to the waste disposal ground shall be kept in covered, fly-proof and water-tight containers. Containers for reception of garbage shall be securely fastened on a stand or hanger in a manner that will preclude it from being ravaged by animals and be kept in the back alley for removal by authorized person;
b) if the owner, after receiving notice from the Town to provide proper waste and refuse receptacles, neglects to do so, Council may order the municipal staff, scavenger or person who has contracted with the Council, to cease gathering refuse until this bylaw is complied with.

5. Trade refuse, such as pagers, paper boxes, or other packing must be kept in bags, boxes or tied in bundles ready for removal by the municipal employee, and must be kept in a place convenient for removal and pickup, or in a place authorized by the municipal employee. Containers used by all business places shall be constructed so that they cannot be opened by children, ravaged by animals or have contents blown around by wind.

6. The proprietor/managers of garages or filling stations shall keep their premises free from accumulation of junk, trade, litter, cans, or refuse by keeping same in a rack or truck or other container and removing same regularly to the Waste Transfer Station

7. The proprietor/managers of every tin shop, plumbing and heating shop, garage, vehicle repair shop or any similar establishment shall keep their premises free from any accumulation of scrap metal or old useless equipment, such wastes shall be stored in a covered shed or container and removed regularly to the Waste Transfer Station at the expense of such proprietor or manager.

8. The proprietor/managers of all cafes, restaurants and similar eating establishments shall use only approved covered garbage cans described in Section 4 subsection (a) or otherwise approved by the municipal staff for the storage of table and kitchen wastes.

9. All bulk refuse, recyclables, clean wood waste and yard waste shall be deposited in the designated areas of the Waste Transfer Station, where instructed to do so, by the Waste Transfer Station attendant.

10. Only un-bagged yard wastes shall be deposited into the designated area at the Waste Transfer Station.

11. Hazardous substances or waste dangerous goods, contaminated soils, asbestos material, pesticide containers, manure, grain, petroleum products, petroleum remains or by-products, toxic substances, remains or by-products of slaughterhouse operations, dead animals and other comparable wastes,

biomedical waste, Specified Risk Materials or other prohibited materials will not be allowed or accepted at the Waste Transfer Station.

12. Liquid domestic wastes shall not be deposited at the Waste Transfer Station.

13. No person shall place, dump, or dispose of any domestic waste, recyclables, or bulk refuse in, near, or over the gate at the Waste Transfer Station, or on any public highway;

14. 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;

15. No person shall scavenge from the Waste Transfer Station. The Town shall own and have the sole right to dispose of all refuse collected and delivered to the Waste Transfer Station. From time to time the Council of the Town of Imperial may appoint a person for the cleaning up and removal of certain wastes from the Waste Transfer Station;

16. Burning domestic waste is prohibited. Burning the clean wood wastes by the Town or its representative is permitted at the waste transfer station provided it is done in accordance with the Approval to Operate a Transfer Station permit.

17. The Waste Transfer Station shall be enclosed by a fence. The Town reserves the right to lock the gate to the site during times of unexpected site closing, making it inaccessible to all residents of the Town during the designated hours of operation as outlined in Schedule "A" of this bylaw.

18. Signs shall be erected stating the hours of operation and to mark the designated areas.

19. No person shall deface, destroy, or alter any signs, gates or fencing at the Waste Transfer Station.

20. Hours of operation of the Waste Transfer Station are as prescribed in Schedule "A" attached. The hours of operation shall be posted at the Waste Transfer Station.

21. The Waste Transfer attendant shall be present during the hours of operation, to ensure that authorized users do not neglect, refuse or fail to undertake any of the provision of this bylaw.

22. The Waste Transfer attendant shall collect and submit all tipping fees or user fees as set out in the attached Schedule "B" to the Town municipal office.

23. All tipping fees or user fees, as set out in the attached Schedule "B", must be paid prior to entrance into the Waste Transfer Station. The tipping fees or user fees, to be collected by the waste transfer attendant, shall be posted at the Waste Transfer Station.

24. Load size shall be determined by the waste transfer attendant; whose decision is final.

25. Council may, from time to time, by resolution, designate and approve Municipal Haulers and Commercial Haulers.

26. Violations:

a) Where the administration office or any authorized Town of Imperial representative believes that a person has contravened any provision of this Bylaw, he/she may serve upon such person a Bylaw Violation Notice as provided by this section either:
   i) personally;
   ii) by registered mail to the last known address of the person being served;
   iii) by hand delivering a copy of the notice to the last known address of the person being served.

b) Such notice in accordance with clause (a)(ii) is deemed to have been served on the tenth business day after the date of its mailing.

c) A notice served in accordance with (a)(iii) is deemed to have been served on the business day after the date of its delivery.

d) A Bylaw Violation Notice shall be in such form as determined in Schedule "C" and shall state the section of the Bylaw, which was contravened, and the amount, which is provided in Schedule "D' that will be accepted by the Town in lieu of prosecution.

e) 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 Schedule "D" to the Administration Office of the Town, the person to whom the ticket was issued shall not be liable for prosecution for the contravention in respect of which the ticket was issued.

f) Where the person contravenes the same provision of this Bylaw two or more times within one twelve-month period, specified payment payable in respect of the second or subsequent

contravention is double the amount shown in Schedule “D” of this Bylaw in respect of that provision.

g) 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.

27. Bylaw #3-2023 is repealed.

28. This bylaw shall come into effect upon final passing thereof.

_____
Mayor

S E A L

_____
Administrator

Read a first time this 12th day of November 2024.
Read a second time this 12th day of November, 2024.
Read a third time and adopted this 12th day of November, 2024.

_____
Administrator

Town of Imperial

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Schedule "A"

Hours of Operation

April 1 – October 31:

Tuesday and Thursday	10 a.m. – 3 p.m.
Saturday	9 a.m. – 3 p.m.

November 1 – March 31:

Saturday	10 a.m. – 1 p.m.

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Schedule "B"

Tipping Fees or User Fees

Schedule of Rates for Disposal of Waste Products

Mixed Loads	
5 or less bags of waste	**$10.00**
Small utility trailer	**$20.00**
1/2-ton truck load	**$30.00**
Large utility trailers	**$75.00 to $100.00**

Individually Priced Loads	
Mattress, box springs, couches, appliances, BBQ's, propane tanks	**$20.00 per item**
Metal sheds	**$40.00 each**
Wood Waste (untreated lumber, trees, shrubs, stumps, branches)	**No charge – in pit**
Un-bagged yard waste (leaves, grass clippings and garden refuse)	**No charge – in composting pile**

- Shingles will be accepted by appointment only from residents of the Town of Imperial and residents in the RM of Big Arm at a cost of $7.50 per bundle. Contact Shirley to make an appointment 306-963-7985.
- For small renovation projects, residents within town limits of the Town of Imperial can rent a 6-yard bin delivered to their home at a cost of $200 for the first month. If the bin is required past the one months' time frame it will be an additional $100 per month. Bins are not to be over filled, if there is any overage charge from the company it will be passed along to the home owner that rents or rented the bin.

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Schedule "C"

Bylaw Violation Notice

Town of Imperial
Bylaw Violation Notice

Reference Number _____

Name	
Address	

This official notice is issued for alleged breach of the following bylaw:

Bylaw No.	
Section No.	
Offence:	
Voluntary Payment:	

Details of alleged Breach of Violation:

Date of Violation:	
Time of Violation:	
Location of Violation:	
Other Particulars:	

Penalty:
Take notice that you may remit a voluntary payment to the Town of Imperial in the amount stipulated above to avoid prosecution for this offence.

Payment may be made in person at the Town office at 310 Royal Street or by mail to:

Town of Imperial
Box 90
Imperial SK S0G 2J0

If the voluntary payment indicated above is not received by _____,
a summons requiring your appearance in provincial court will be issued.

Issued this _____ by _____.

_____
Signature of Designated Official

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Schedule "D"

Voluntary Payment Schedule

	Offence	**Voluntary Payment**
	Unauthorized Entry (Section 20)	$500.00
in	Failure to Pay Tipping Fees (Section 23)	Double the cost of applicable fees as set out Schedule "B"
	Failure to Deposit Refuse in Proper Location (Section 9)	$100.00
	Depositing Unauthorized Products (Sections 11 & 12)	$100.00 plus any costs associated with removal of products.
	Depositing Refuse Over Gate (Section 13)	$100.00
	Depositing Unauthorized Products in the Pit (Section 10)	$100.00 plus any costs associated with removal of products
	Unauthorized Removal (Section 15)	$100.00
	Unauthorized Burning (Section 16)	$1,000 plus replacement costs and all expenses incurred by the fire department.
	Destroy Fencing, signs, etc. (Section 19)	$500 plus cost of replacement