

TOWN OF LUMSDEN

BYLAW NO. 4-2003

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING
THE JOINT USE OF THE WASTE DISPOSAL SITE**

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

1. That pursuant to s. 175 and 140 of The Urban Municipality Act, 1984 the Council of the Town of Lumsden deems it expedient to enter into an agreement, to jointly regulate and control the operation of the Waste Disposal Site currently owned by the Town of Lumsden.
2. The Town of Lumsden is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, with the Rural Municipality of Lumsden No. 189 to jointly regulate and control the operation of the Waste Disposal Site, the terms of which are attached hereto and marked as Exhibit "A"
3. The Mayor and Administrator of the Town of Lumsden are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
4. This bylaw shall come into force and take effect on the final passing thereof.

Read a first time this 24th day of February, 2003.
Read a second time this 10th day of March, 2003.
Read a third time this 24th day of March, 2003.



Mayor

SEAL



Administrator

Certified to be a true copy of Bylaw No. 4-2003
adopted by resolution of Council on the 24th day
of March, 2003.



Administrator

SEAL

Exhibit A to Bylaw No. 4-2003

MEMORANDUM OF AGREEMENT made this 24th day of March, 2003.A.D.

BETWEEN:

The Town of Lumsden
a municipal corporation in
the Province of Saskatchewan
(hereinafter referred to as "the Town")

OF THE FIRST PART

and

Rural Municipality of Lumsden No. 189
a municipal corporation in
the Province of Saskatchewan
(hereinafter referred to as "the R.M.")

OF THE SECOND PART

WHEREAS:

- A. Prior to this agreement a policy existed between the Parties, involving the sharing of rural Off Site Servicing fees with the Town. This policy was created to assist with increasing capital costs related to fire, landfill and recreation. The policy typically called for 40% of the servicing fees collected, to be shared with the adjacent urban municipality affected by the development; and
- B. This Off Site Service fee policy was intended to assist the respective urban municipality deal with a growing rural population, and increased demands for fire protection services, waste disposal services and recreation services; and
- C. It is understood that the Council of the Rural Municipality of Lumsden No. 189 decided in 2001 to move away from the Off Site Servicing fee sharing formula, and negotiate specific service related agreements for these essential services; and
- D. The Rural Municipality of Lumsden No. 189 does not currently provide any of these services directly to their residents. It is the desire of the rural Council that these agreements would result in better access, by rural residents, to specific waste disposal services owned by the Town of Lumsden; and
- E. The Parties have operated a Shared Waste Disposal Program under a pilot program since September 1st 2001. The Parties have followed the criteria set out in this agreement during this pilot program period; and
- F. The Parties above mentioned deem it expedient to enter into an agreement for the said purpose of joint control, regulation and sharing of operation costs related to the Waste Disposal Site, owned by *the Town*; and
- G. The Parties are empowered pursuant to s. 175 and 140 of The Urban Municipality Act, 1984 and s. 214.1 and 215.2 of The Rural Municipality Act, 1989 to enter into agreements with other municipalities for the joint operation and maintenance of a Waste Disposal Site, and the regulation and control its use; and
- H. The Parties wish to agree herein to terms upon which the said Waste Disposal Site would be regulated and the cost sharing formula that such joint operation would be based; and
- I. The Parties further agree that this agreement does not refer or imply a joint cost sharing on any future capital buildings, machinery or equipment acquisitions, required to manage the site, or any purchase of additional land should space in the existing site become fully utilized to its capability.

NOW THEREFORE THIS AGREEMENT WITNESSETH:**1.0 DEFINITIONS**

1.1 The following words and phrases shall for the purposes of this agreement have the meanings ascribed to them in this Section 1.0:

"Annual Grant" means the amount to be paid by *the R.M.* to *the Town* as their share of joint operation costs for the year prior, based on the formula established in Schedule "B" to this agreement.

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

"Designated Areas" means separate sites within the Waste Disposal Site set aside for particular disposal of domestic waste or recyclables.

"Domestic Waste" means putrescible animal, mineral and vegetable waste resulting from the handling, preparation, cooking and consumption of food (household waste) and includes bulk refuse, mixed loads and shingles.

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

"Recyclables or Recycle Products" means all whites, yard waste, wood, cardboard, white paper, newspaper, mixed paper, metal cans, plastic, glass, used oil, oil filters & batteries.

"Refuse" means all wastes including domestic waste rubbish and street cleanings 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 Disposal Site.

"Tipping fees or User fee(s)" means those charges or fees authorized by this agreement which may be amended from time to time, by complimentary bylaw of the Council of each Party.

"Trade Refuse" means recyclable paper products, plastic products, glass products and aluminum and metal cans.

"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 wood, trees, shrubs, stumps, branches, leaves and grass.

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

- a) reside in *the Town* or *the R.M.* and wish to dispose of waste and/or recycle products,
- b) operate a business in *the Town* or *the R.M.* and wish to dispose of waste and/or recycle products,
- c) have been awarded a tender or contract in *the Town* or *the R.M.* and wish to dispose of waste and/or recycle products,
- d) have received designation by *the Town* as an Approved Commercial Hauler or Approved Municipal Hauler and wish to dispose of waste and/or recycle products.

"Unexpected Site Closing" means a period of time such as minute's hours or day, 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.

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

"Waste Disposal Site or Landfill Site" means the Town of Lumsden waste disposal site located on Parcel A, Registered Plan No. CN 3458 in the NE Quarter of Section 28, Township 19, Range 21, West of the Second Meridian and Parcel B, and Registered Plan No. DV 951 in SE Quarter of Section 33, Township 19, Range 21, West of the Second Meridian.

2.0 PROTOCOLS AND PROCEDURES

- 2.1. The Town agrees that in consideration of an annual grant from *the R.M.*, toward the joint use, operation and management of the Waste Disposal Site, the site shall be operated in accordance with the following terms and conditions set out herein.
- 2.2. The Parties agree that *the R.M.* shall, through this agreement, have input regarding site access and the waste products allowed into the Waste Disposal Site.
- 2.3. The Parties agree that *the Town* may enter into agreements from time to time with Approved Commercial Haulers.
- 2.4. The Parties agree that *Town* may enter into agreements from time to time with Approved Municipal Haulers.

3.0 TERMS OF AGREEMENT

- 3.1. The Town agrees that in consideration of an annual grant, the R.M. and its *users* shall be granted access to the Waste Disposal Site during hours of operation established pursuant to this agreement.
- 3.2. The Parties agree that summer/winter Hours of Operation may be established or changed by a complimentary resolution passed by the Council for each party.
- 3.3. The Parties agree the facility shall be open to the public, except during times of *unexpected site closing*, a minimum of 18 hours per week.
- 3.4. The Parties agree that the summer/winter Hours of Operation, in effect, shall be clearly posted at the Waste Disposal Site.
- 3.5. The Parties agree that all bagged waste shall continue to be allowed into the waste disposal site, in the designated area, at no charge to the hauler, until such time as both parties may agree to a bag and tag fee system.
- 3.6. The Parties agree that any specific issue not addressed by this bylaw, may be regulated by amending this bylaw or the Council for each party passing complimentary resolutions.
- 3.7. No person shall deface, destroy, or alter any signs, gates or fencing at the Waste Disposal Site.
- 3.8. All domestic waste, refuse, yard wastes, whites and dead animals shall be deposited in the designated areas of the Waste Disposal Site.
- 3.9. 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.
- 3.10. No manure, grain, petroleum wastes (except for used oil), and other comparable wastes shall be deposited at the Waste Disposal Site.
- 3.11. Dead animals shall, for a fee, be disposed of in a trench in the designated area for dead animals. The owner is responsible for immediate covering of the dead animal. Permission must be received from the Landfill Attendant before any animal is disposed of at the Waste Disposal Site.

- 3.12. Liquid domestic wastes shall not be deposited in the Waste Disposal Site. Subject to the approval of Saskatchewan Environment and Resource Management, liquid domestic wastes shall be disposed of by:
- a) Tanking and depositing into an approved sewage disposal system;
 - b) Spreading and incorporating into agricultural land with the approval of Saskatchewan Environment and Resource Management and the landowner.
- 3.13. 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.
- 3.14. No person shall scavenge from the Waste Disposal Site without written permission from *the Town* or its authorized representative. *The Town* shall own and have the sole right to dispose of all refuse collected and delivered to the Waste Disposal site.

4.0 DISPOSAL OF SCRAP TIRES

- 4.1. A fee in accordance with "*Schedule A*", shall be charged for each scrap or used tire deposited at the municipally owned Waste Disposal Site, located on Parcel A, Registered Plan No. CN 3458 in the NE Quarter of Section 28, Township 19, Range 21, West of the Second Meridian and Parcel B, and Registered Plan No. DV 951 in SE Quarter of Section 33, Township 19, Range 21, West of the Second Meridian.

5.0 USER FEES

- 5.1. *The RM* and *the Town* shall establish a tipping fee structure for waste hauled to the Waste Disposal Site that is detailed in Schedule "A".
- 5.2. A Landfill 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 provisions of this bylaw.
- 5.3. The Landfill attendant shall collect the tipping fees as set out in the attached Schedule "A" and immediately upon completing that day's work, submit all tipping fees to the municipal office for the Parties located at 300 James Street N., in Lumsden.
- 5.4. It is further agreed to by both Parties that while access shall be provided to all *users* as defined in section 1.0, nothing shall exempt these individuals or entities from the tipping fees which the Landfill Attendant may deem applicable under Schedule "A".

6.0 ANNUAL OPERATING GRANT

- 6.1. In consideration of this Agreement and the Waste Disposal Services and Site access provided hereunder, the R.M. covenants and agrees to pay to the Town:
- a) *On or before July 1st of each year during the currency of this Agreement, an annual grant based on the percentage determined in the calculation set out in Schedule "B";*
- 6.2. The percentage determined in Schedule "B" shall be applied to the prior years *net operating expenditures* to determine the *Total Annual Grant* amount.
- 6.3. The *net operating expenditures* shall include all operational revenue, exclusive of the following:
- a) exclusive of all landfill tipping fees collected in accordance with Schedule "A",
 - b) exclusive of all Approved Municipal Hauler tipping fees designated by agreement with *the Town*.

- 6.4. The *R.M. share of tipping fees* shall be calculated by multiplying the percentage determined in Schedule "B", by all tipping fees received, exclusive of fees received from designated Approved Municipal Hauler.
- 6.5. The Annual Grant shall be determined by subtracting *the R.M. share of tipping fees* from the *Total Annual Grant* amount calculated in section 6.2.
- 6.6. *The Town* shall annually provide *the R.M.* with a calculation, in spreadsheet format, detailing the determination of the applicable *Annual Grant*.

7.0 RECYCLING AND DISPOSAL PROCEDURES

- 7.1. The Parties to this agreement and the Landfill Attendant will encourage *users* to use the areas designated for recycling, as part of an overall waste minimization strategy.
- 7.2. The parties agree that *users* will be allowed to dispose of recycle products, free when sorted and disposed of in proper designated areas as follows:
 - a. *Whites, yard waste, wood, branches/stumps, cardboard, white paper, newspaper, mixed paper, metal cans, plastic, glass, used oil, oil filters & batteries would be allowed at no charge to the hauler, when sorted and deposited in the proper designated area,*

8.0 INDEMNIFICATION

- 8.1 The Parties expressly covenant and agree that the Other Party shall, in respect of third party claims of any nature arising from the provision of services under this agreement, indemnify and hold harmless and keep indemnified and held harmless the Other Party from and against all loss, costs, claims, expense, demands, claims, actions and causes of action asserted by third parties and in any way arising from performance or non-performance under this Agreement by the Parties or their authorized representatives. The within covenants of indemnity shall survive the termination of this Agreement with respect to any cause of action arising during the currency hereof.

9.0 TERMINATION

- 9.1 It is understood and agreed that this agreement shall be continuous, but may be terminated by either party hereto giving notice in writing to the other municipality, **ninety (90) days** prior to December 31st in any year.
- 9.2 Where written notice of termination has been provided subject to section 3.1, termination shall take effect on December 31st in the year proper notice is served.
- 9.3 However, nothing within this agreement shall negate the requirement for the R.M. to pay one final annual grant by July 1st of the year following termination.

10.0 GENERAL AND MISCELLANEOUS

- 10.1 The captions, section numbers, article numbers and Table of Contents (if any) appearing in this Agreement are inserted as a matter of convenience only and in no way define, limit, construe or describe the scope or intent of such clauses or articles and such captions, section numbers, article numbers and Table of Contents shall not in any way other than for reference purposes affect the interpretation or construction of this Agreement.
- 10.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- 10.3 Subject to the provisions hereof for the revision of hours of operation, and the percentage revisions required due to changing Canada Census populations, this Agreement may not be modified or amended except in an instrument in writing signed by the Parties hereto.
- 10.4 The words "hereof", "herein" and "hereunder" and similar expressions used in any section or subsection of this Agreement or the Schedules relate to the whole of this Agreement and not to that section or subsection only unless otherwise expressly provided. The words "*the Town*" and "*the R.M.*" shall mean respectively "*the Town, its successors and/or assigns*" and "*the R.M., its successors and/or assigns*".

10.5 If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or any circumstance, is to any extent held or rendered unenforceable or illegal then such term, covenant or condition:

- a) is and is deemed to be independent of the remainder of the Agreement and to be severable and divisible there from and its unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
- b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to whom it has been held or rendered unenforceable or illegal.

10.6 Neither Party is obliged to enforce any term, covenant or condition in this Agreement against any person, if, or to the extent by doing so, such Party is caused to be in breach of any laws, regulations or enactments from time to time in force

10.7 Any notice or demand required or permitted to be given to all affected Parties hereto pursuant to this Agreement shall be in writing and may be delivered to the Party in person (or to its authorized agent) or by sending it by prepaid registered mail, addressed:

- *In the case of the Town, to:*

Town of Lumsden
P.O. Box 160
Lumsden, SK S0G 3C0

- *And in the case of the R.M., to:*

Rural Municipality of Lumsden No. 189
P.O. Box 160
Lumsden, SK S0G 3C0

or to such alternate address in Saskatchewan as either Party may by notice from time to time advise any such notice, demand, request or consent is conclusively deemed to have been given or made on the day upon which such notice, demand, request or consent is delivered, or, if mailed, then forty-eight (48) hours following the date of mailing, as the case may be, and any time period referred to therein commences to run from the time of delivery or forty-eight (48) hours following the date of mailing, as the case may be. If postal service is interrupted or substantially delayed, any notice, demand, request or other instrument shall be hand-delivered.

10.8 Time is of the essence of this Agreement and of every part thereof.

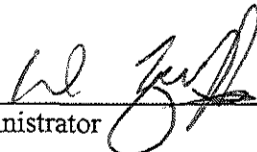
10.9 This agreement shall be binding upon and enure to the benefit of the Parties, their respective successors and representatives.

THIS AGREEMENT executed the day and date first above written by the affixing of the appropriate signatures for all parties.

TOWN OF LUMSDEN



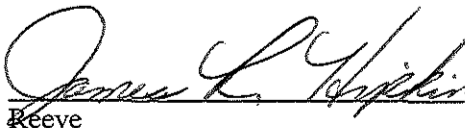
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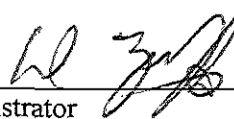
 Administrator

SEAL

RURAL MUNICIPALITY OF LUMSDEN No. 189



 Reeve



 Administrator

SEAL

Schedule "A" attached to Exhibit A and forms part of Bylaw No. 4-2003

TIPPING FEES

Schedule of Rates for Disposal of Waste Products

Landfill Tipping Fees

MIXED LOADS	
(Carpet, Furniture, T.V., mattresses) Small Items	\$ 5.00 per load
½ Tons & Utility Trailers	\$15.00 per load
¾ Tons – 1 Ton Truck	\$30.00 per load
2 Tons & Over	\$75.00 per load

Scrap Tire Products

SCRAP TIRES	
Passenger Car & Smaller	\$5.00 per tire
Truck or Semi-Trailer	\$7.00 per tire
Agricultural Equipment	\$12.00 per tire
Mining Vehicles/Equip.	\$40.00 per tire

Schedule "B" attached to Exhibit A and forms part of Bylaw No. 4-2003**2001 Census**

1,581 –Town Population
1,646 –RM Population
3,227 –Combined population

66% of RM population based on recent census population figures shall be deemed as having reasonable access to the Waste Disposal Site.

1646 x 66% = 1,086 (RM Pop–access to Lumsden Landfill)

1,581 –Town Population
1,086 –RM Population
2,667 –Combined population

1,086 (RM population) / 2,667 (Combined population) = 40.7%