

BYLAW 10-2023

A BYLAW TO REGULATE THE COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE, REFUSE AND OTHER WASTE WITHIN THE MUNICIPAL BOUNDARIES OF THE RESORT VILLAGE OF CANDLE LAKE.

WHEREAS, under the authority of Section 33(1) of *The Municipalities Act*, 2005, the Village may by bylaw establish a public utility to provide for the collection, removal and disposal of garbage, refuse and waste;

WHEREAS, the Village may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, nuisances, services provided by or on behalf of the municipality, public utilities, and the enforcement of bylaws.

WHEREAS it is desirable to regulate and control the storage, collection and disposal of waste within the Village.

WHEREAS the Village provides public utility services including the collection, removal and disposal of garbage, refuse and waste as authorized under section 23 of *The Municipalities Act*, 2005.

NOW, THEREFORE, the Council of the Resort Village of Candle Lake duly assembled enacts as follows:

SECTION 1

1.1 The purpose of this Bylaw is to protect the health of people and protect the Environment by regulating and controlling the storage, collection, processing and disposal of waste within the Village, and to levy rates and fees for certain public utility services provided by the Village.

1.2 That the system for collection, removal and disposal of garbage, refuse and waste material accumulated within the Corporate Limits of the Resort Village of Candle Lake shall be operated in the manner herein set forth.

SECTION 2 - DEFINITIONS

2.1 For this Bylaw the following terms, phrases, words and their derivations shall have the meanings given herein.

- a. "Ashes" means the residue and cinders from any substance used for fuel, but does not include such residue as may accumulate as a result of building operation.
- b.
- c. "Commercial Premise" means any use defined as commercial or industrial according to the Resort Village Zoning Bylaw.
- d. "Council" means the Municipal Council of the Resort Village.
- e. "Dwelling" means a building occupied for residential purposes, (single-family, duplex, 4-plex and row housing) other than a Multi Dwelling Unit or apartment house.

- f. "Garbage" means discarded or rejected Ashes, bottles, metal cans or tins, crockery, glass, grass cuttings and other garden refuse, cloth, paper, food and food waste, trees, branches, wrappings, sweepings and other items of household refuse, but does not include human or animal excrement, or industrial/commercial waste or dead animals therefrom.
- i. "Garbage Can" means a receptacle constructed of a water-tight, non-corrosive durable metal or plastic; equipped with a tight-fitting cover constructed of the same material, and handles for lifting.
- j. "Hazardous Waste" means a solid or liquid material that presents an unusual disposal problem or requires special handling including, but not limited to, explosives, poisons, caustics, acids, drugs, radioactive materials and other like materials.
- k. "Improved" means a property in which a Dwelling has been lawfully constructed.
- l. "Landfill" means the landfill operated by the Resort Village.
- m. "Multi Dwelling Unit" means a building containing three or more dwelling units but not including motel or hotel.
- n. "Non-resident" means a person(s) who does not reside in the Resort Village and does not own property within the Resort Village.
- o. "Resident" means a person(s) who is a permanent resident of the Resort Village or owns property within the Resort Village.
- p. "Resort Village" means Corporation of the Resort Village of Candle Lake.
- q. "Street" means public thoroughfares within the Town and includes, where the context allows, the sidewalk and borders of the streets, lanes and other public thoroughfares.
- r. "the Act" means the Municipalities Act, 2005 as amended from time to time.

SECTION 3 - COLLECTION GENERAL

3.1 The landfill is for the use of residents of the Resort Village and residents may be requested to provide evidence of residence or property ownership.

3.2 The Resort Village shall provide for pick-up of Garbage once a week (every seven days) except in conditions beyond the Resort Village's control. Collection of Garbage shall be limited to Garbage on Improved residential properties.

3.3 No Garbage collection shall be provided to a Commercial Premise or Multi Dwelling Units . The occupant or owner of a Commercial Premise or Multi Dwelling Unit shall be required to make arrangements for the removal and disposal of Garbage and waste material to adequately keep the premises in question free from such Garbage and waste.

3.4 Any Commercial Premise or Multi Dwelling Unit which does not have its Garbage and refuse removed in a manner satisfactory to the Town, shall be charged for costs incurred by the Town to have the waste removed. If the bill is not paid, the charges shall be added to the property taxes as authorized by Sections 31 and 369(1) of the Act.

3.5 No person or persons shall deposit any Garbage refuse or any material in a Garbage Can or receptacle or commercial container that is not their own or under their direct control, unless received permission to do so.

3.6 The Resort Village may enter into a contract with any person for the collection of the whole or a portion of the Ashes, Garbage and refuse accumulated within the Resort Village.

3.7 No person, being the owner, occupant, tenant or person in charge of any building or premises in the Resort Village shall put out or permit to be put out any Garbage, refuse, trade refuse, waste or Ashes for collection unless such waste is first contained in a sufficient number of Garbage receptacles in good condition to contain at least one week's accumulation of such waste material from the building or premises in respect to which the same is used.

3.8 No Garbage collection shall be made from the inside of any building or the basement or upper floors of any multiple dwelling.

3.9 The Resort Village will not be responsible for collecting for disposal:

- a) loose Ashes or hot Ashes;
- b) Appliances;
- c) Hot ashes;
- d) Compressed gas containers;
- e) Concrete blocks or slabs;
- f) Cooking oil in excess of 1 litre;
- g) Electronics (anything with a cord or battery);
- h) Furniture;
- i) Highly combustible or explosive materials;
- j) Household hazardous waste;
- k) Light bulbs or fluorescent lights;
- l) Liquid waste;
- m) Medical sharps;
- n) Pharmaceuticals;
- o) Sod, dirt or gravel in excess of two 10 kg containers or bags per collection;
- p) Tree stumps;
- q) Vehicle waste;
- r) Waste that is unsafe for the collector to access or handle; and
- s) Waste that is unacceptable as determined by the Village.

3.10 All garbage collection will occur at a location as close as possible to the travelled portion of the adjacent street, but not on a sidewalk or in such a location as to interfere in any way with vehicle or pedestrian traffic.

3.11 No person shall put out waste material or Garbage for collection unless:

- a) Garbage and waste are thoroughly drained and securely wrapped in sufficient paper to absorb the moisture or placed in plastic bags which are properly tied before being put in receptacles for collection and which do not exceed 10 kgs.
- b) Waste paper, cardboard and inoffensive household refuse are securely tied in bundles and placed within or beside the Garbage or waste receptacles for removal.
- c) Clippings, lawns, shrubs and trees are compacted and securely tied in bundles, garbage bags or boxes and placed beside the waste receptacles.

- d) Rags and cast-off garments are tied securely in bundles and placed within or beside Garbage or waste receptacles for removal.
- e) Ashes for collection are quenched and put into separate containers from other wastes.

SECTION 4 - PROHIBITIONS

4.1 Under the provisions of the bylaw no person who is the owner, occupant or person in charge or responsible for any land or building in the Resort Village shall allow waste of any kind to accumulate:

- a) outside of a building or inside of a portion to which the public or a part of the public has access; or
- b) on any land or other premises whether or not there is a building or other structure erected thereon;

EXCEPT for waste which is placed:

- c) in Garbage Cans required by this bylaw; in a manner complying with the provisions of this bylaw; and
- d) in a location designated or allowed by the provisions of this bylaw.

4.2 No person shall burn Garbage or waste material in the open air within the Resort Village unless they have first obtained a written permit to do so from the Resort Village.

4.3 No person shall place for collection pet manure which is not enclosed in a suitable, air-tight container to prevent contamination of Garbage collection equipment and health hazards.

SECTION 5 - CONSTRUCTION ON DEVELOPMENT SITES

5.1 Contractors or Developers are responsible for the disposal of their own construction debris (rubbish).

5.2 Debris on sites must be stacked on sites so as not to cause a nuisance, fire hazard, or injuriously affect the privacy of adjoining properties.

5.3 Debris on sites must be contained and not allowed to spill over or accumulate on any street, lane, or property.

5.4 Contractors or Developers must ensure that any excavation soil and/or debris is not placed on any road or laneway without written permission from the Resort Village. If permission is given, the contractor or developer is responsible for returning the lane soil or debris and cleaning of same.

5.5 Contractors or developers who are permitted to use the landfill must place the Garbage in the area designated by the Resort Village.

5.6 All major construction projects (new houses, major house renovations and commercial-type buildings) may be required to have a Commercial Container on the construction site during construction.

SECTION 6 - CONVEYANCE OF WASTE

6.1 A person using a vehicle of any description to convey waste of any type whatsoever from the property where the waste is accumulated or is produced to any other location either within or outside of the Resort Village, whether the same is to be placed into Resort Village landfill or not, shall cover the box, body or portion of the vehicle in which the waste is transported by a tarpaulin, canvas, wooden covering or a covering of any other description which is so placed and secured so that no portion of waste can come loose from the vehicle and fall on any public or private property other than that from which is removed.

6.2 A person who transports waste through the Resort Village by a vehicle of any description in a manner so that any portion of the waste detaches itself from the vehicle and falls on property other than property from which it is taken is guilty of an offence against this bylaw.

SECTION 7 - BURNING REGULATION

7.1 There shall be no burning of any Garbage, refuse or material of any kind within the Resort Village unless authorized by the Resort Village.

7.2 The foregoing shall not prevent the use or operation of a residential fireplace or outdoor bar-be-cue.

SECTION 8 – OFFENCES PENALTIES

8.1 No person shall:

- a. Fail to comply with any written notice or Order made under this Bylaw;
- b. Obstruct or hinder a municipal inspector, Village Employee, Bylaw Enforcement Officer, or Police Officer acting under this Bylaw; or
- c. Fail to comply with any other provision of this Bylaw,

which shall constitute an offence.

Notice of Violation and Remedial Orders

8.2

- a. A Bylaw Enforcement Officer or a Police Officer may issue a notice of violation and/or a Bylaw Enforcement Officer may issue an order to remedy any contravention(s) of this Bylaw
- b. If an order to remedy a contravention is issued for a violation(s), the Order shall have the effect pursuant to section 364 of *The Municipalities Act* or any applicable legislative authority in succession thereto.
- c. If a notice of violation is issued, the notice shall require the person to pay to the Village the penalty sum specified in accordance with this Bylaw within fifteen (15) days of the date the notice of violation is delivered.

- d. Any written notice or Order issued under the provisions of this bylaw shall be deemed to be sufficiently served if served personally upon the person alleged to have committed the breach or upon the owner, occupier or any other person in charge of the premises upon which the breach is alleged to have been committed or if mailed to the address of the owner, occupier or any other person in charge of the premises upon which the breach is alleged to have been committed.
- e. The Village's rights under this section shall be in addition to the Village's right to seek other legal remedies or actions for abatement of the contravention.
- f. The penalty sum specified in a notice of violation is to be paid:
 - i. In person, during regular office hours, to the cashier located at the Resort Village Office; or
 - ii. By mail addressed to the Resort Village Office.
- g. If payment as required under a notice of violation is not paid by the date specified therein, then the penalty sum specified therein shall be enforceable by the Village as a debt due to the Village.

Violations and Penalty Fees

8.3 Except in such circumstances for which a penalty sum or fine is otherwise specified for a specific contravention of this Bylaw, persons contravening a provision of this Bylaw are subject to a penalty sum recoverable by the Village or fine:

- a. Subject to subsection (d), for a first contravention of this Bylaw, a penalty sum of \$100.00;
- b. Subject to subsection (d), for a second contravention of this Bylaw, a penalty sum of \$200.00;
- c. Subject to subsection (d), for third and subsequent contraventions of this Bylaw, a penalty sum of \$300 per offence.
- d. Violations of this bylaw for illegal dumping at the landfill shall be subject to a penalty sum recoverable by the Village in the amount of \$100.00 and violations of this bylaw for illegal dumping and/or littering throughout the Resort Village shall be subject to a penalty sum recoverable by the Village in the amount of \$1,000.00, exclusive of costs, for each offence.

Early Payment

8.4

- a. For penalty sums contemplated under subsection 8.3 (a) and (b), if the penalty imposed under a notice of violation is paid within ten (10) calendar days of the date of the notice of violation, the amount of the penalty sum shall be discounted to the sum of \$75.00 for a first offence and \$150.00 for a second offence;
- b. The date of payment shall be determined as follows:
 - i. For payment in person, the date of payment shall be the date payment is received by the Village;
 - ii. For payment by deposit, the date of payment shall be the date payment is deposited in the depository at the Resort Village Office; or
 - iii. For payment by mail, the date of payment shall be the federal post marked date on the remittance;

- c. Upon payment of a notice of violation, the person contravening the Bylaw shall not be liable to prosecution for that offence.

Prosecutions

8.5

- a. Subject to subsection 8.4(c) and notwithstanding section 8.2, in lieu of the Village proceeding with a notice of violation or with collection proceedings of an outstanding penalty sum due thereunder, where a Bylaw Enforcement Officer or a Police Officer determines in consultation with the Village officer to whom is assigned responsibility for bylaw enforcement that it is in the public interest to compel a person who has contravened a provision of this Bylaw to appear before a justice, the Bylaw Enforcement Officer or Police Officer may cause to be issued a summons that requires the person to appear before a Judge of a court of competent jurisdiction in Saskatchewan to answer a charge(s) for violation(s) of this Bylaw;
- b. The summons may provide for a voluntary payment amount in an amount not to exceed an amount applicable to the violation contemplated under section 8.3 which if paid as directed in the summons by a date prior to the first appearance date specified in the summons;
- c. If payment of the voluntary penalty sum is made prior to the date when the person contravening the Bylaw is required to appear in court to answer a charge, the person shall not be liable to prosecution for that offence.
- d. Except where a penalty is specifically provided in this Bylaw, every person who contravenes any provision of this Bylaw is guilty of an offence and liable on conviction:
 - i. In the case of an individual, to a fine of up to \$10,000.00;
 - ii. In the case of a corporation, to a fine of up to \$25,000.00;
 - iii. In the case of a continuing offence, to a maximum daily fine of up to \$2,500.00 per day of violation.
- e. A conviction of failing to comply with a remedial order does not relieve the person convicted from complying with the order and the convicting judge or justice of the peace may, in addition to any fine imposed, order the person to do any act or work, within specified time, to comply with the order with respect to which the person was convicted.

8.6 The Village may, in accordance with Section 368 of *The Municipalities Act* or any legislative provision in succession thereto collect any unpaid expenses and costs incurred in remedying a contravention of this bylaw, or a penalty sum pursuant to a notice of violation, by civil action for debt in a court of competent jurisdiction.

SECTION 9 - NON-RESIDENT ACCESS TO THE LANDFILL

9.1 Non-residents may be approved to use the landfill subject to payment of gate fees as set out in any Resort Village of Candle Lake Bylaw establishing fees.

SECTION 10 - RATES AND FEES

10.1 There shall be levied against each Improved residential dwelling unit an annual charge for waste collection and disposal as set out in any Bylaw of the Resort Village of Candle Lake establishing fees payable to the Village for waste collection and disposal.

10.2 Residents may transport up to two standard-sized garbage bags of Garbage directly to the landfill per week without being charged a gate fee.

10.3 All accounts with the Resort Village under this section of the Bylaw shall become due and payable as per the terms established by the Resort Village from time to time.

10.4 In default by the property owner of payment of the said charges, the amount of such sums in default in respect of which the service was provided and such charge shall be subject to the same penalties and collectible in the same manner as other taxes deemed by the Resort Village in accordance with Section 369 of *The Municipalities Act* or any legislative provision in succession.

SECTION 11 – SEVERABILITY

11.1 A decision of the court that one or more of the provisions of this Bylaw are invalid in whole or in part does not affect the validity, effectiveness, or enforceability of the other provisions or parts thereof with respect to this Bylaw.

SECTION 12 – REPEAL AND COMING INTO FORCE

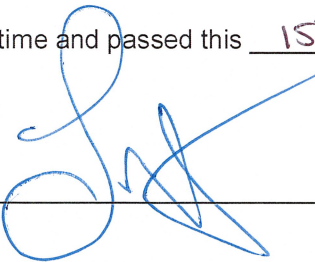
12.1 Bylaw 20-2010 is hereby repealed following the lawful adoption of this bylaw.

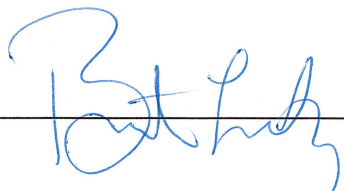
12.2 This Bylaw shall take effect and come into force upon the date of final passing by the Council.

Introduced and read a first time this 15th day of June, 2023.

Read a second time this 15th day of June, 2023.

Read a third time and passed this 15th day of June, 2023.





Mayor

Chief Administrative Officer

