

RURAL MUNICIPALITY OF

Calder
No. 241

Certified a true copy of Bylaw # 2017-10
adopted by resolution of Council
on the 13 day of Oct. 2018

BYLAW #2017-10

WROXTON HOUSEHOLD WASTE & RECYCLING SERVICES BYLAW

THE COUNCIL of the Rural Municipality of Calder No. 241, in the Province of Saskatchewan, enacts as follows:

PURPOSE:

1. This Bylaw of the Rural Municipality of Calder No. 241 in the Province of Saskatchewan is for the purpose of:
 - a. Entering into an agreement with Ottenbreit Sanitation Services (2002) Ltd. for the collection, removal and disposal of household waste and recycling services for occupied residential premises in the Village of Wroxton; and
 - b. Fixing rates to be charged for the collection, removal and disposal of household waste and recycling services for occupied residential premises in the Village of Wroxton.

AUTHORITY:

2. IN ACCORDANCE to Section 8(1)(i) & (j) of *The Municipalities Act*; NOW AND THEREFORE,

HOUSEHOLD WASTE & RECYCLING SERVICES:

3. The Rural Municipality of Calder No. 241 is hereby authorized to sign and execute an agreement, identified as "Exhibit A" attached hereto and forming part of this bylaw, with Ottenbreit Sanitation Services (2002) Ltd. for the purposes of providing household waste and recycling collection, removal and disposal services for all occupied residential premises within the Village of Wroxton in accordance to the General Guidelines as identified in "Exhibit B" attached hereto and forming part of this bylaw.

HOUSEHOLD WASTE & RECYCLING SERVICES RATES:

4. Any person who occupies or owns an occupied, residential premise within the Village of Wroxton shall pay for household waste & recycling collection, removal and disposal services at the following rate:

MONTHLY HOUSEHOLD WASTE & RECYCLING RATES	
All Services	\$19.00

HOUSEHOLD WASTE & RECYCLING ACCOUNTS:

5. Accounts for household waste & recycling service shall cover a period of one month and shall be rendered on or before the first day of the month next following such period. Accounts shall be paid within a period of ten days from the date on which such accounts are rendered.

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ACCOUNT NON-COMPLIANCE:

6. All household waste and recycling accounts that remain outstanding as at December 31st shall be added to the tax roll.

COMING INTO FORCE:


7. This bylaw shall come into force and take effect as of August 1, 2017.

CERTIFIED THAT the adoption of this bylaw was passed by a resolution of the Council of the Rural Municipality of Calder No. 241 at a duly convened meeting held on the 13 day of October, 2017.





REEVE – ROY DERWORIZ



ADMINISTRATOR – WENDY BECENKO

RURAL MUNICIPALITY OF

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"EXHIBIT A"

SERVICE AGREEMENT WITH OTTENBREIT SANITATION SERVICES


RURAL MUNICIPALITY OF

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WROXTON HOUSEHOLD WASTE & RECYCLING SERVICES BYLAW

 OTTENBREIT SANITATION SERVICES (2002) LTD. WASTE DISPOSAL "BASKATCHEWAN OWNED AND OPERATED"		Box 1766 Yorkton, Sask. S3N 3L4 Phone: (306) 783-6995 Fax: (306) 783-6997 Email: ottens@ottenswaste.com		SERVICE AGREEMENT Contract # _____ Customer # <u>1850</u>							
		INVOICE TO: Name <u>R.M. of Calder #241</u> Address <u>Box 10, 241 Wilson Street, Wroxtton, SK S0A 4S0</u> Phone <u>306-742-4283</u> Fax _____ Contact <u>Wendy</u> Cell _____ Invoice/Email <u>calder@r.m.c.sask.sk.ca</u>		SERVICE LOCATION Name <u>Village of Wroxtton</u> Address _____ Phone _____ Fax _____ Contact _____ Cell _____ Email _____							
<input type="checkbox"/> New <input type="checkbox"/> Renewal		<input type="checkbox"/> Short Term <input type="checkbox"/> Service Charge									
CONTAINER INFORMATION			SERVICE CHARGES								
Curb	Size	Freq	Scheduled Days	Service Hours	Rate	Hours Fee	Put out Fee	Bag Fee	Recycling	Landfill	
<u>27</u>	<u>yard</u>	<u>FSW</u>	<u>SMTWTFS</u>			<u>8.50</u>					
	<u>6ft</u>		<u>SMTWTFS</u>								
			<u>SMTWTFS</u>								
<u>27</u>	<u>yard</u>	<u>FSW</u>	<u>SMTWTFS</u>			<u>9.25</u>					
	<u>6ft</u>		<u>SMTWTFS</u>								
COMPACTORS <input type="checkbox"/> Rental <input type="checkbox"/> Purchase			Accounts Payable (contact)								
Cost	Make/Size	Mixing Charge	Term	Name	Phone	Fax	Email				
COMMENTS, INSTRUCTIONS, SPECIAL SERVICES <u>Expires Aug 31 2020</u>											
All Taxes Extra											
EFFECTIVE DATE: <u>Aug 21/20</u>				The undersigned agrees to all terms and conditions above and on the reverse side hereof.							
Accounting Date: _____				CUSTOMER SIGNATURE: Signature: <u>[Signature]</u> Print Name: <u>Wendy Beccenko</u> Title: _____ Signature: _____							

[Handwritten Signature]

RURAL MUNICIPALITY OF



BYLAW #2017-10

WROXTON HOUSEHOLD WASTE & RECYCLING SERVICES BYLAW

GENERAL CONDITIONS

1. The Council of the Rural Municipality of Calder ("Company") and the Customer ("Customer") agree ("Agreement") that the Company shall provide a non-hazardous waste disposal service ("Service") and customer ("Equipment") to the Customer on the following terms:

1. Customer agrees: (a) All Equipment is and shall remain the property of the Company; (b) To use the Equipment for the disposal of its non-hazardous waste including all recyclables and for no other purpose; (c) To pay monthly within 15 days of the date of invoice all charges (including HST) and interest in arrears of 2% per month (24% per annum) on overdue charges; (d) To provide the Company with suitable site for its Equipment and guarantee its right to access the Equipment at all reasonable times to make or provide the Service or inspect its Equipment; (e) To warrant that the site and is fully capable of accepting the Company's Equipment and wastes; (f) Not to place on the Equipment any substance listed as hazardous or toxic (as defined in any Federal Provincial or Municipal laws or regulations); (g) Not to remove or permit the removal of the equipment by any person other than the employee, servants or agents of the Company either during the term or subjecting the permission of the Agreement without prior written consent of the Company; (h) To pay the Company all costs incurred as a result of this Agreement including reasonable legal costs; (i) To pay to the Company the costs of replacement or repair of Equipment resulting from fire, theft, acts of vandalism (whether insured) including amount of the ongoing employee handling or stored by Customer or its employees, servants or agents, or use of the equipment for purposes other than that for which it is designed including thefts and other accidents, parts and decay; and (j) Not to terminate this Agreement except in accordance with the terms hereof.
2. During the term of this Agreement the Customer agrees to store and exclusively use the Company's Equipment and services for the disposal of all of its non-hazardous solid waste and recyclables.
3. This Agreement is binding by a period of three (3) years from the first delivery date and shall continue and automatically renew for subsequent three (3) year periods on these general conditions provided that either party may terminate this Agreement by written notice of termination to the other party delivered not less than ninety (90) days prior to but not more than one hundred eighty (180) days the end of the period then in force.
4. If the Customer defaults under any term hereof or becomes insolvent or bankrupt, then, at its option, the Company may terminate this Agreement without notice and take possession of the Equipment and take any remedial actions to the Company's satisfaction or by law.
5. If a hazardous or toxic substance (as defined by Federal, Provincial or Municipal laws or regulations) is placed in the Equipment, Customer agrees to indemnify the Company, its agents and all employees, servants or agents including legal fees incurred by the Company, and its ability to terminate and remove the Equipment.
6. Customer agrees to indemnify the Company for any and all loss or damage, claim or sum of money including legal fees incurred by the Company relating to the Customer's breach of this Agreement or the loss of or damage to the Equipment or the loss of property, injury or death to any other persons resulting from the placement, storage, removal, use, operation or possession by Customer of the Equipment or the negligent behavior of any employee and the removal or attempted removal thereof.
7. Customer warrants that the actual provided to the Company for its Equipment is fully capable of supporting the Equipment and wastes. Customer agrees that the Customer shall not be liable in contract or in tort, either directly or indirectly, for any damage to the surface or sub-surface beneath.
8. Customer grants to the Company the right to compete with any local for other that the Customer receives or intends to create relating to providing non-hazardous waste disposal services including services for a period following termination of this Agreement. If the Customer receives or intends to create any such for other, Customer agrees to notify the Company forthwith in writing disclosing all of the terms and conditions thereof and further agrees not to accept or make such offer for a period of 14 days following such notice without considering any competing offer made by the Company during that period. Nothing stated in this clause shall be interpreted to relieve the Customer from complying strictly with the provisions of this Agreement and until such time as this Agreement is terminated in accordance with its terms.
9. If the Customer defaults on the payment or non-payment of its Agreement other than as set out herein, Customer agrees to forthwith pay the Company all past due sums and to within 14 days of default pay to the Company all amounts owing to the Company including charges over the 14 months prior to evidence of default multiplied by the remaining months of the original or renewed term of the Agreement then in effect.
10. Customer acknowledges and agrees that: (a) Customer is liable for all taxes, fees or other charges imposed on the Service or to disposal of the Customer's waste materials imposed by any governmental authority; (b) when specified on the invoice hereof any fixed or variable charges, such as: landfill charges, fuel and insurance costs and that any increase in these expenses to the Customer, however caused, shall result in an automatic increase in the rates; (c) the Company shall have the right to adjust the rates annually to reflect the adjusted increases in the Consumer Price Index as published by Statistics Canada; (d) Company may increase rates for reasons other than those outlined above in Paragraph 10.4) days before to the Customer; (e) the Agreement entered in all back and forth notices, any changes made the schedule of Services, Equipment size, method of loading or any increase in the charges.
11. This Agreement is the sole statement of the terms and conditions in effect between the Customer and the Company. Except with the written consent of the Company, no purchase order, invoice or other document shall, in connection with the Service, alter or modify the terms and conditions of this Agreement notwithstanding anything purporting to do so in the document or the date of execution of the document.
12. The Company shall not be liable for injury to persons or its employees, servants or agents, or such failure beyond its reasonable control including without limitation compliance with any governmental authority, fire, flood, war or civil unrest, work stoppages or delays, or the inability to obtain materials, labour, equipment or transportation or the denial of its right to deposit waste at the local levels.
13. This Agreement shall survive the death of and be binding on the parties hereof and their respective successors, personal representatives and assigns except that the Customer shall not assign this Agreement without prior written consent of the Company.
14. If any provision in this Agreement is void or unenforceable, this provision shall be deemed severable and will be unenforceable only to the extent that it may conflict with any applicable statute or rule of law but without invalidating the remaining provisions hereof.

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WROXTON HOUSEHOLD WASTE & RECYCLING SERVICES BYLAW

"EXHIBIT B"

GENERAL GUIDELINES

TO GARBAGE & RECYCLING SERVICES

WITH OTTENBREIT SANITATION SERVICES (2002) LTD.

 RS

BYLAW #2017-10

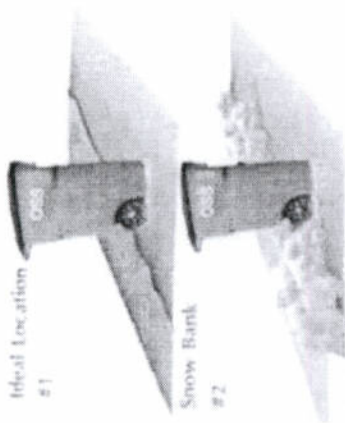
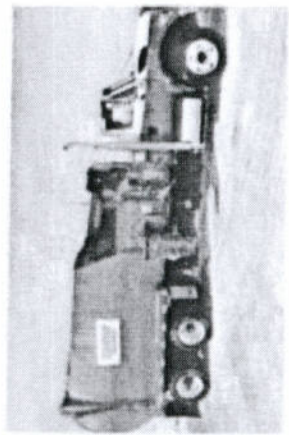
WROXTON HOUSEHOLD WASTE & RECYCLING SERVICES BYLAW



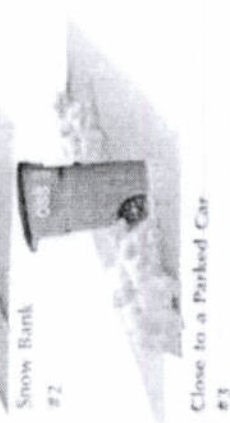
General Guidelines

- Use your recycle cart for the storage and collection of approved recyclables only.
1. Do not bag or tie your recyclables.
 2. Do not pack material too tightly.
 3. Wheel out your cart with its lid closed. You must be able to close the lid without packing the cart too tightly, otherwise the emptying of the cart will be more difficult.
 4. Place the cart curbside by 7:00 a.m. on collection day.
 5. Your recycling collection day won't change, but the collection time might, so please be sure to have your cart out by 7:00 a.m. on your collection day.
 6. Return the emptied cart to your property before the end of the day.
 7. Do not remove the cart from its assigned address.
 8. Inform OSW Waste Disposal of any damage, vandalism or theft of the cart. It is important to note the serial number stamped on the cart placed at your residence.
 9. PLEASE—NO GARBAGE
- Only place items that are designated as approved recyclables within the recycle cart. Carts will be monitored and unacceptable items will be left curbside, or your cart will be rejected for collection.

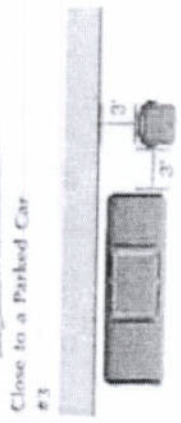
Thank you for your cooperation and commitment to recycling.



Ideal Location #1



Snow Bank #2



Close to a Parked Car #3



Between Two Parked Cars #4

About Single Stream Curbside Recycling



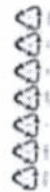
All approved recyclables can now be placed together in your recycle cart. Accepted materials are listed below. Other materials for recycling will be added in the future as the necessary processing equipment is put into place. The recycle cart will be picked up every 2nd week, if weather allows. Full will allow the capacity of the cart to be utilized most efficiently.

Please take a few moments to handwrite your name on our collection program. It is an easy and convenient way to demonstrate your commitment to recycling and protecting our environment.

Allowable Materials



- **PAPER AND CARDBOARD**
 - Flattened corrugated cardboard and paperboard (empty cereal boxes, empty detergent boxes, empty tissue boxes)
 - Newspaper, flyers, inserts, junk mail, and envelopes
 - Magazines, catalogues, telephone books, paperback books
 - Hardcover books with covers and spine removed
 - Brown paper bags, tissue and cones, gift and packing paper
 - Paper egg cartons
 - Copier paper. *NOT* two carbon required paper
- **ALUMINUM & TIN**
 - Soft drink and beer cans
 - Flat trays and pie plates
 - Household tin cans (please rinse)



PLASTIC

- Containers with tops 1-7 (please rinse)
- Plastic bags, plastic drink bottles and plastic wrap

ASEPTIC PACKAGING & CARTONS

- Juice and milk cartons, milk jugs, take-out containers, pouches
 - **GLASS**
 - Clean bottles and jars
- Sorry, we DO NOT ACCEPT the following:
- Household garbage, organics, or hazardous waste
 - Waxed, plasticized or food contaminated paper, cardboard bags or plastic plates
 - Soiled tissues, napkins and paper towels
 - Corrugated sheeted paper
 - Styrofoam or other foam packing materials
 - Auto parts or batteries

Park it

- Park the cart for pickup by 7:00 a.m. on day of collection
- When there is a snow bank built up along the curb make sure the container is not further than the snow as illustrated in drawing #2

Point it

- Point lid arrows towards the street
- Close lid

Space it

- Ensure cart is 1 metre (3 feet) clear of all obstacles and not blocking traffic as illustrated in drawings #3 and #4.

Handwritten signature and initials: [Signature] RW