

## BYLAW 2025-03

Rural Municipality of Lajord No. 128

### A BYLAW TO ESTABLISH AND REGULATE THE COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE, RECYCLING AND OTHER REFUSE

The Council of the Rural Municipality of Lajord No. 128 in the Province of Saskatchewan enacts as follows:

1. The purpose of this Bylaw is to regulate the collection, removal, and disposal of waste within the Hamlets of Davin, Gray, Kronau and Riceton, and to levy service fees.

#### **DEFINITIONS**

2. For the purpose of this Bylaw, the following words shall have the meaning given herein:
  - a) **Ashes:** shall mean the residue of any substances used as fuel;
  - b) **Automated Collection:** means the mechanical collection of waste in carts using vehicles specially designed for collection from such carts;
  - c) **Carts:** means recycling carts and garbage carts;
  - d) **Collection Day:** means the day upon which the Hamlet or one of its agents shall provide the Hamlet with service to a designated property;
  - e) **Contaminated Soil:** means soil that has become contaminated with petroleum hydrocarbons. For the purpose of this Bylaw refined petroleum hydrocarbons include any moisture of hydrocarbons that is or could be used as a combustible fuel, including gasoline, diesel fuel, aviation fuel, kerosene, naphtha, fuel oil and heating oil and lubricating oils; and unrefined petroleum hydrocarbons includes any moisture of hydrocarbons acquired through petroleum exploration and transportation before the refining process;
  - f) **Demolition Materials:** shall mean and include materials from excavation, building repair or alteration, debris from any building removed, destroyed by fire or any other cause;
  - g) **Designated Area:** means separate areas within the waste disposal group that are set aside for the disposal of particular types of waste which are identified either by signs or the Hamlet representatives;
  - h) **Designated Property:** means a building or buildings intended for residential use or such building as the Administrator shall determine from time to time;
  - i) **Garbage:** means the types of unwanted household waste that are set out for garbage service but does not include recyclable material or other material that is prohibited by this Bylaw;
  - j) **Industrial Waste:** means waste generated by commercial or industrial activities that presents health, safety or environmental concerns, and includes but is not limited to lime, sulfur, asbestos, contaminated soils, empty chemical containers and drums, carbon, acids, caustics, sludge and industrial sump water but excludes garbage;

- k) **Occupant:** means the person, and includes corporate and legal representative, which is in charge of a dwelling unit or property either as a resident or property manager;
- l) **Owner:** means the registered owner of the property as registered at Information Services Corporation;
- m) **Recyclable Material:** means the materials designated by the Hamlets contract or agent;
- n) **Waste:** means garbage, recyclable material, yard waste, organic material and bulky waste items;
- o) **Yard Waste:** means waste from gardening and includes grass, leaves, plants, tree and hedge clippings.

### **GENERAL**

- 3. The Hamlet of Davin, Gray, Kronau and Riceton shall employ or contract necessary personnel or contractors for waste and recyclables collection, removal and disposal.
- 4. Waste service recipients must ensure their waste meets the following requirements:
  - a) All garbage shall be securely bagged or bundled in the container;
  - b) All recyclable material shall be unbagged in the container;
  - c) All waste shall fit in the cart with the cart lid closed;
  - d) All waste shall be drained of water before being placed in the container; and
  - e) Medical waste, animal waste, dust particles and powered materials shall be securely in double plastic bags.
- 5. Containers for waste service must not be set out before 6:00pm on the day before the collection date.
- 6. Waste must be set out at the curb in front of the designated property by 7:00am on the collection day.
- 7. Containers or uncollected waste must be removed from the set-out location by 12:01am following the collection day.
- 8. Waste stored or set out must not create offensive odors or become untidy.
- 9. Waste containers must be set out without obstructing traffic, placed with the wheels to the curb and must be 1.2 meters from any object.
- 10. Only recyclable materials identified by the contractor may be placed in recycling containers.
- 11. Waste not properly contained or dealt with as specified by the contractor will not be collected.
- 12. Burning barrels are strictly prohibited.

13. The Hamlet or its collector is not responsible for damages to roads or infrastructure on private property resulting from waste services operations.
14. Carts are the property of the contractor, any damage caused by the owner or occupant will be their responsibility to replace.

#### **RATES AND FEES**

15. The Rural Municipality of Lajord No. 128 shall charge the rates set out in Schedule “A” for waste collection and Schedule “B” for recyclable collection for commercial waste management.
16. Invoices will be sent out twice per year to Hamlets, in accordance with the respective billing cycles of each hamlet.
17. Owners or occupants of a designated properties must pay waste and recycling fees regardless of container set-out.
18. Unpaid charges in arrears for collection services shall be added to the tax roll of the designated property, as permitted by *The Municipalities Act*, with an additional flat charge of \$50 and may add specific costs such as registered mail informing tenants and landlords how and when unpaid garbage and recycling amounts are added to the property taxes of the subscriber.
19. Accounts for garbage and/or recycling services shall be paid within thirty (30) days from the date of issuance. Payments not received by the due date will be considered in arrears and subject to a penalty.
20. A monthly penalty of two percent (2%) will be added to all garbage and recycling accounts in arrears. The penalty will be applied on the 1<sup>st</sup> day of each month until paid.

#### **OFFENSES AND PENALTIES**

21. If any person fails, neglects or refuses to comply with this bylaw, the Council may at the expense of the person, carry out remedial action in default. The RM may recover expenses incurred through action in any court of competent jurisdiction or through municipal taxes.
  - a) Any person who contravenes any provisions of this bylaw or fails to comply with it is guilty of an offense and liable, upon summary conviction to the penalties prescribed in this section.
  - b) An individual who commits an offense is liable:
    - I. For the first offense, a fine of \$25 and additional fines up to \$5 for each day the offense continues;
    - II. For a second offense, or subsequent offense, to a fine of up to \$50 and additional fines up to \$5 for each day the offence continues.

- c) A corporation that commits an offense is liable:
  - I. For a first offense, to a fine of not more than \$500 and additional fines up to \$25 for each day the offense continues.
  - II. For a second offense or subsequent offense, to a fine of up to \$1,000 and additional fines up to \$25 for each day offense continues.

**Repeal of Previous Bylaw**

22. Bylaw 2024-11 are hereby repealed.

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Reeve

[SEAL]

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Chief Administrative Officer

Certified a true copy of Bylaw 2025-03  
adopted by resolution on the  
\_\_\_ day of \_\_\_\_\_, 2025.

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Chief Administrative Officer

**SCHEDULE "A"**  
**TO BYLAW 2025-03**

**WASTE PUSH CART ANNUAL SERVICE RATE**

Hamlet of Davin	\$180 per push cart
Hamlet of Gray	\$240 per push cart
Hamlet of Kronau	\$157 per push cart
Hamlet of Riceton	\$250 per push cart

**SCHEDULE "B"**  
**TO BYLAW 2025-03**

**RECYCLE BIN ANNUAL SERVICE RATE**

Hamlet of Davin	\$120 per push cart
Hamlet of Gray	\$80 per push cart
Hamlet of Kronau	\$110 per push cart