

**Bylaw No. 01 (2023)**

**A BYLAW OF THE TOWN OF OUTLOOK TO ESTABLISH A REGIONAL LANDFILL AND TO REGULATE AND CONTROL THE DISPOSAL OF WASTES IN THE REGIONAL LANDFILL OWNED BY THE TOWN OF OUTLOOK**

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

1. This Bylaw will be cited as the Landfill Operational Bylaw.
2. In this Bylaw, the following definitions shall apply:
  - a. "Animal Carcasses" means the whole carcass or any part thereof, entrails or internal organs of an animal that is a member of the species of caribou, reindeer, deer, elk, fallow deer or moose.
  - b. "Automotive Recycle Materials" means automotive fluid containers, oil filters, and oil and/or coolant fluids in a container manufactured specifically for oil and/or coolant fluids
  - c. "Bulk Refuse" means trees, shrubs, stumps, scrap lumber.
  - d. "Cervid Offal" means the carcasses and remains of mammals, birds, reptiles, amphibians, and fish.
  - e. "Compostable" means garden refuse, grass clippings, straw, leaves and organics.
  - f. "Construction Waste" means
  - g. "Designated Area" means separate sites within the Landfill set aside for disposal of specified refuse.
  - h. "Garbage" means putrescible animal and/or vegetable waste resulting from the handling, preparation, cooking and consumption of food.
  - i. "Household Hazardous Waste" (HHW) means equipment, material, products and substances classified as flammable, corrosive or physically hazardous. HHW can include toxic or environmentally hazardous materials, household pesticides and batteries
  - j. "Household Waste" means
  - k. "Landfill" means lands described in Section 2 of this Bylaw.
  - l. "Liquid Domestic Wastes" means any waste which contains animal, mineral or vegetable matter in solution or suspension.
  - m. "Mixed Municipal Waste" means solid waste that has not been sorted into specific categories (such as recyclable plastics, cardboard, steel, etc.)
  - n. "Recyclable materials" means any or all materials collected by the Town of Outlook or its designated agent.
  - o. "Refuse" means all wastes including garbage, rubbish and street cleanings but no liquid domestic wastes.
  - p. "Special Waste" means asbestos, hydrocarbon soils, or any other waste deemed special by the Town's designated officer.
  - q. "Solid Waste" means any solid waste including animal carcasses, bulk refuse, cervid offal, compostable, garbage, mixed municipal waste, recyclables, refuse, special waste, scrap metals, whites and wood waste all as defined in this bylaw
  - r. "Scrap Metals" means parts of motor vehicles and/or machinery containing some metal, the percentage of which is at the informed discretion of the Municipal operator
  - s. "Town" means the Town of Outlook.
  - t. "Whites" means large metallic objects such as major appliances, water heaters, stoves, furnaces, washers, dryers, refrigerators, deep freezers, dishwashers.
  - u. "Working Face" means the site within the Landfill for the disposal of garbage and refuse but no whites or bulk refuse.
  - v. "Wood Waste (Clean)" means unpainted wood, trees, brush, limbs, pallets, skids, compressed wood fiber pallets, utility spools with hardware removed. Clean wood may not contain any non-wood items, any wood treated with preservatives or creosote products or chemical/pesticide substances, plasterboard (drywall), creosote products, unsorted demolition waste, Masonite, siding, or painted wood.
3. The land described herein, having been acquired and, subsequently engineered cells created by the Town as a Landfill, is hereby declared to be a Landfill for the Town, namely:

All that portion of the North West Quarter of Section Eleven (11) in Township Twenty Nine (29) in Range Eight (8) West of the Third Meridian in the Province of Saskatchewan, in the Dominion of Canada, which may be more particularly described as follows:

Commencing at a point on the West Boundary of the said quarter section and Three Hundred (300) feet measured southerly from the North West corner, thence easterly and parallel with the North Boundary of the quarter section six hundred and sixty (660) feet, thence southerly and parallel with the West Boundary aforesaid five hundred and seventy seven and five tenths (577.5) feet, thence westerly and parallel with the North Boundary aforesaid three hundred (300) feet to the West Boundary, thence northerly along the said West Boundary thirty-three (33) feet more or less, to the point of commencement, and containing five (5) acres, more or less.

4. The following are permitted access to the Landfill at the rates set out in Appendix "A" of this Bylaw:
  - a. Members of the public, agents and/or contracted transporters and/or municipal employees that are disposing of accepted solid waste materials collected from properties within the corporate limits of the Town;
  - b. Members of the public, agents and/or contracted transporters and/or municipal employees that are disposing of accepted solid waste materials collected from properties within the corporate limits of any municipality(ies) or authority that the Town has/have solid waste management agreements with;
  - c. Members of the public, agents and/or contracted transporters and/or municipal employees that are disposing of accepted solid waste materials collected from properties outside of the corporate limits of the Town AND any municipality(ies) or authority that the Town has/have solid waste management agreements with:
    - i. Authorities outside of the corporate limits of the Town AND any municipality(ies) or authority that the Town has/have solid waste management agreements with shall be charged gate fees at a rate set out in Appendix "B" of this Bylaw
5. No customer shall deposit or place any refuse in the disposal grounds except during the hours as provided for on the Landfill Hours of Operation Schedule which will be posted and amended from time-to-time by the Superintendent of Municipal Operations in consultation with the Chief Administrative Officer. Emergency entrance to the Landfill, outside of normal operating hours, may be accepted at the discretion of the municipal operator, for a flat fee of \$100.00 per occurrence (plus appropriate landfill fees).
6. No person shall deposit or place any refuse in or near the gate, or on the roadway leading to the Landfill.
7. No person shall place any recyclables in the active cell of the Landfill. Recyclables shall be placed in the area and/or bin as directed by the Landfill Operations staff.
8. All accepted solid waste shall be placed in the area and/or bin as directed by the Landfill Operations staff only.
9. Except as otherwise provided for in this Bylaw, manure, grain, contaminated bulk potatoes/vegetables, petroleum waste, electronics, wire and other comparable wastes shall not be deposited at the Landfill.
10. Hazardous wastes that are not considered Household Hazardous Wastes shall not be deposited in the Landfill.
11. Liquid domestic wastes shall not be deposited in the Landfill.
12. Except as otherwise provided for in this Bylaw, no person shall set fire to, or burn, any refuse in the Landfill.
13. Subject to approvals granted from time-to-time by the Ministry of the Environment, clean wood waste shall be the only refuse burned at the Landfill, and shall be burned only by the designated staff of the Town.
14. The Landfill shall be enclosed by a fence. The ramp area and working face shall be fenced with litter fencing if necessary.
15. No person shall deposit or place any refuse at any area other than the area designated within the Landfill.
  - a. Signs shall be erected stating the rules of operation and the locations of the designated areas for disposal within the Landfill.
  - b. Any person who fails to comply with instruction on these said signs is guilty of an offence and liable to the penalties as provided in this Bylaw.

16. The municipal operator of the Landfill shall weigh all loads going in and then exiting the landfill to determine the load weight and pricing as pursuant to Schedule "A", attached hereto, and forming part of this Bylaw.
17. All users of the Landfill will be subject to a gate fee pursuant to Schedule "A" upon entrance into the landfill area, unless otherwise stated in this Bylaw.
18. All non-contaminated automotive recycle material including used lubricating oil, used oil filters and used oil containers, coolant, and coolant containers are accepted at the Landfill. These materials shall be placed in the Eco Center.
19. Household Hazardous Waste will be collected at the Landfill annually, on special days and it must be separated and placed in an area designated by Landfill Operations staff; HHW may be collected on a continual basis if an agreement with an HHW collector is reached.
20. Recyclable materials, Household batteries, florescent light bulbs, paint cans or any other diversion collector partner programs and municipal diversion programs will be collected at the Landfill on a continual basis and MUST be separated and placed in an area designated by Landfill Operations staff
21. Loads of mixed municipal waste will be accepted at the discretion of the municipal operator, with fees for mixed municipal waste loads established in Schedule "A", attached hereto and forming part of this Bylaw.
22. No person shall deface, destroy, or alter any signs or fencing at the Landfill.
23. The Landfill Operations staff including the Manager and others shall be employees of the Town and shall have responsibility for the daily operation of the Landfill under the direction of the Superintendent of Municipal Operations.
24. The Landfill Operations staff shall weigh and record all deliveries of waste and prepare invoices accordingly.
25. Any person using the landfill must pay at the time of delivery of materials. No charge accounts will be permitted without application submitted using the prescribed form attached to this bylaw (Form 1) and subsequent approval of the Landfill Manager or, in his absence, the Superintendent of Municipal Operations, after consultation with the Chief Administrative Officer.
26. Charged to fees payable by owners, occupants and agreements made to surrounding municipalities may be subject to fee changes as determined by Resolution of Council from time to time.
27. Persons using abusive or threatening language or gestures, or otherwise behaving unsafely may be refused access to the Landfill at the discretion of the municipal operator on duty with consultation of the Superintendent of Municipal Operations or in his absence the Chief Administrative Officer. Reasonable sanctions may be applied to future use of the Landfill with increased severity up to and including permanent banned access. Any reasonable sanctions shall conferred between the Landfill Manager, the Superintendent of Municipal Operations and the Chief Administrative Officer, all enacted sanctions shall be reported to Town Council.
28. Municipal operations staff shall, at the very least:
  - a. Designate in which areas refuse is to be placed;
  - b. Ensure that accepted solid waste is placed in designated areas;
  - c. Ensure that the Landfill is kept neat and cleaned to environmental standards;
  - d. Ensure that gates are locked and no customer is permitted into the Landfill after hours;
  - e. Ensure that non-permissible refuse is not placed or deposited with the Landfill;
  - f. Operate compaction equipment on a regular basis.
29. The Town may enter into agreement, by bylaw, with any municipality or authority, such agreement shall cover, at least the method the fees set in Schedule "A" of this bylaw shall be collected. In this case, the municipality or authority shall notify the Town of the chosen contracted solid waste transportation provider if there is one.
  - a. Authorities that the Town has a solid waste management agreement with shall be charged additional annual fees as set out in Appendix "B" of this Bylaw
30. The Town may enter into agreement, by resolution, with any solid waste transportation provider for transportation of the solid waste collected within the corporate limits of the Town, such agreement shall cover, at least, the fees set in Schedule "A" of this bylaw. The Town may, under terms of such agreement, cover the fees set in Schedule "A" of this bylaw with its waste collection fees collected from Residential Property Owners.
31. The Town shall set aside regularly, at least, funds collected as set out in Schedule "B" of this bylaw, toward a Landfill Capital Reserve


- 32. Any person contravening any of the provisions of this Bylaw is guilty of an offence and is liable, upon summary conviction, to the penalties provided for by the General Penalty Bylaw of the Town of Outlook.
- 33. Bylaw No. 18 (2021) is hereby repealed.
- 34. This Bylaw shall come into force and take effect upon approval of 3<sup>rd</sup> and final reading.



Certified a true copy of Bylaw 01-2023 adopted by the council of the Town of Outlook on the 28<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator



**SCHEDULE "A"**

**FEE SCHEDULE**

<b>FEE PER LOAD</b>	<b>DESCRIPTION</b>
<b>Free</b>	<i>Gate Fee Waived for Eco-Centre, Recycling, Household Battery, Florescent Light bulb, empty or dry paint cans or any other diversion program Drop Off Only</i>
<b>Free</b>	<i>Gate Fee for Composting and Clean Wood Waste Drop Off Only</i>
<b>\$10.00</b>	<i>Gate Fee (includes the first 150 kg of solid waste)</i>
<b>\$105.00</b>	<i>Per Metric Tonne Household Waste in excess of 150 kg</i>
<b>\$115.00</b>	<i>Per Metric Tonne of Construction Waste or Mixed Waste</i>
<i>Fees As Set by HHW 3<sup>rd</sup> Party Collectors</i>	<i>Fees Charged by 3<sup>rd</sup> Party Collectors</i>

**NOTE: All fees include any applicable sales taxes.**

**Load weight shall be determined by the tare weight reported by the scale as recorded by the landfill operations staff of the Town, whose decision shall be final.**

**If the load is mixed types of waste, it must be sorted by the person wishing to dispose of the waste into the appropriate designated areas.**

**For further clarification:**

- Wood Waste (Clean) – see definition NO CHARGE
- Wood Waste (All Other)
  - Considered Construction Waste and charged accordingly
- All concrete rubble, rocks or dirt with large pieces (anything over 2 inches in diameter) of the above mixed in:
  - Considered Mixed Waste and charged accordingly
- Asphalt, fiberglass, vinyl siding, hardy siding, shingles, or any type of asphalt roofing, as well as gypsum board (drywall) of any type:
  - Considered Construction Waste and charged accordingly
- Refrigerant Items (fridges, deep freezers, air conditioners, etc.) (in addition to gate fee being charged):
  - \$40.00 per any refrigerant item without certificate of removal
- Clean fill dirt NO CHARGE
- Compostable material NO CHARGE
- Application to dispose of material containing asbestos must be made at least two weeks in advance of the planned disposal
  - All applicable provincial and federal legislation must be strictly adhered to including, but not limited to placement in sealed bags (maximum bag size 35" x 50"):
  - Disposal and the fee for disposal must be approved by a resolution of Town Council

SCHEDULE "B"

AGREEMENT FEES AND NON PARTICIPATING MUNICIPALITY FEES

<b>Participating Municipality/Authority Agreement Fees</b>		
<i>Annual operation fees per capita</i>	<i>Annual reserve fee per capita</i>	<i>Total fees per capita</i>
\$20	\$15	\$35

<b>Non-Participating Municipality/Authority Fees</b>			
<i>Gate Fee</i>	<i>Gate Fee Reserve</i>	<i>Total Gate Fee</i>	<i>Multiplier Per Metric Tonne</i>
\$35	\$15	\$50	2 X

**FORM 1**  
**APPLICATION FOR CREDIT – OUTLOOK REGIONAL LANDFILL**

Business Name: \_\_\_\_\_

Owner/President/Principle: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Name of Billing Contact Person (if different than owner/president/principle): \_\_\_\_\_

Email Address: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Name and Contact Information for Local Credit Reference: \_\_\_\_\_

**Additional Information:**

Purchase Order Required (circle Y or N)      YES    NO

License Plate Number(s) of Haulers: \_\_\_\_\_

Notes: \_\_\_\_\_

The undersigned confirms all information provided to be correct to the best of my knowledge, I authorize the Town of Outlook to charge to my account under the above noted conditions, I understand that a statement of account shall be sent to the address(es) provided herein on a monthly basis and that failure to pay in a timely basis will result in interest being applied monthly at a rate of 2% per month with the ability to charge for service rendered being suspended while the account balance is in arrears.

Authorized Person (Printed): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE NOTE: Incomplete application may delay the processing of application for credit.**

**OFFICE USE ONLY:**

Approval Granted By (Printed): \_\_\_\_\_

Approved Signature: \_\_\_\_\_

Date: \_\_\_\_\_

