

**A BYLAW OF THE RESORT VILLAGE OF MISTUSINNE TO PROVIDE FOR
THE DISPOSAL OF DOMESTIC WASTE WITHIN THE RESORT VILLAGE**

The council of the Resort Village of Mistusinne in the Province of Saskatchewan enacts as follows:

PART I – INTRODUCTION

1. Title
This Bylaw shall be known and may be cited as the Waste Collection and Disposal Bylaw.
2. Purpose
The purpose of this bylaw is to regulate the use of Garbage, Recycle, and Construction Waste receptacles within the Resort Village.

PART II – DEFINITIONS

3. In this Bylaw, the following definitions shall apply:
 - a) “Administrator” means the administrator of the municipality;
 - b) “Council” means the council of the Resort Village of Mistusinne;
 - c) “Municipality” means the Resort Village of Mistusinne;
 - d) “Person” includes a corporation and the heirs, executors, administrators or other legal representatives of a ratepayer;
 - e) “Household Waste” means any waste arising from the day to day operations of a household that is contained in a plastic garbage bag and includes domestic waste, but does not include paint, oil products, cardboard or appliances;
 - f) “Domestic waste” means animal, mineral, and vegetable waste that is or may become putrid that is contained in a plastic garbage bag;
 - g) “Recyclable Material” means cardboard, paper, plastic, tin, milk cartons, and all other materials accepted in our Recycling centre.
 - h) “Other Wastes” include, but are not limited to the following:
 - i) “Burnable Waste” means, trees, shrubs, stumps, branches, and other non-treated or unpainted wood;
 - ii) “Bulk Waste” means all wastes not approved for disposal in the designated municipal garbage receptacles, including construction materials, metal wastes, burnable wastes or mixed wastes;
 - iii) “Commercial Waste” means waste from businesses;
 - iv) “Liquid Domestic waste” means any waste which contains animal, mineral, or vegetable matter in solution or suspension;
 - v) “Metal Wastes” means large metallic objects such as major appliances, water heaters, stoves, furnaces, washers, dryers, refrigerators, deep freezers, dishwashers, stripped bedsprings, steel fencing, gates, etc.;
 - vi) “Special Waste” includes batteries, tires, fluorescent light tubes and any other material that may be so designated by Council;
 - i) “Waste” does not include any material taken to our recycling centre and deposited in the appropriate receptacles;
 - j) “Garbage receptacles” means those waste collection receptacles labeled as garbage within the Resort Village;
 - k) “Construction receptacles” means those waste collection receptacles labeled as construction within the Resort Village
 - l) “Voluntary Payment” means the amount, which is provided in Schedule B that will be accepted by the Resort Village of Mistusinne in lieu of prosecution for violation of this Bylaw.

PART III - REGULATIONS

4. A person disposing of household waste shall:
 - a) dispose of their household waste in the garbage receptacles located in the Resort Village of Mistusinne, and
 - b) place their household waste in the garbage receptacles once it has been secured in plastic bags in such a way that will preclude it from being spilled or ravaged by animals.
5. No person shall deposit any other types of waste in the garbage receptacles, located in the Resort Village of Mistusinne.
6. No person shall deface, destroy, or alter any signs, locks, gates, cameras, or fencing at the site of the garbage, construction, or recycling receptacles in the Resort Village of Mistusinne.
7. All construction waste shall be disposed of in the designated construction waste receptacles, located in the Resort Village of Mistusinne.
8. Council may, from time to time, by resolution, designate and approve contractors for the purpose of collecting and handling waste.
9. Every person should make every effort to separate out all recyclable material and deposit recyclable material in designated recycling area.

PART IV – ENFORCEMENT

9. Where the Administration Office, or any authorized Resort Village of Mistusinne representative, believes that a person has contravened any provision of this bylaw, he/she may serve upon such person a Bylaw Violation Notice as provided by this section, personally, by mailing, facsimile, or leaving same at the person's residence and such service shall be adequate for the purpose of this Bylaw.
10. Such notice shall be deemed to have been served:
 - a) on the expiration of twenty-four hours after it is posted, if the notice is mailed;
 - b) on the day of actual delivery, if the notice is delivered personally; or
 - c) on the business day following the transmission, if given by facsimile.
11. A Bylaw Violation Notice shall be in such form as determined in Schedule A and shall state the section of the Bylaw, which was contravened, and the amount, which is provided in Schedule B that will be accepted by the Resort Village of Mistusinne in lieu of prosecution.
12. Upon production of a Bylaw Violation Notice, issued pursuant to this section, within thirty (30) days from the issue thereof, together with the voluntary payment to the Administration Office, the person to whom the ticket was issued shall not be liable for prosecution for the contravention in respect of which the ticket was issued.
13. Where any person contravenes the same provision of the Bylaw two or more times within one 12-month period, the specified payment payable in respect of the second or subsequent contravention is double the amount shown in Schedule B of this Bylaw in respect of that provision.
14. Notwithstanding the provisions of this section, a person to whom a Bylaw Violation Notice has been issued pursuant to this section may exercise their right to defend any charge of committing a contravention of any provisions of this Bylaw.

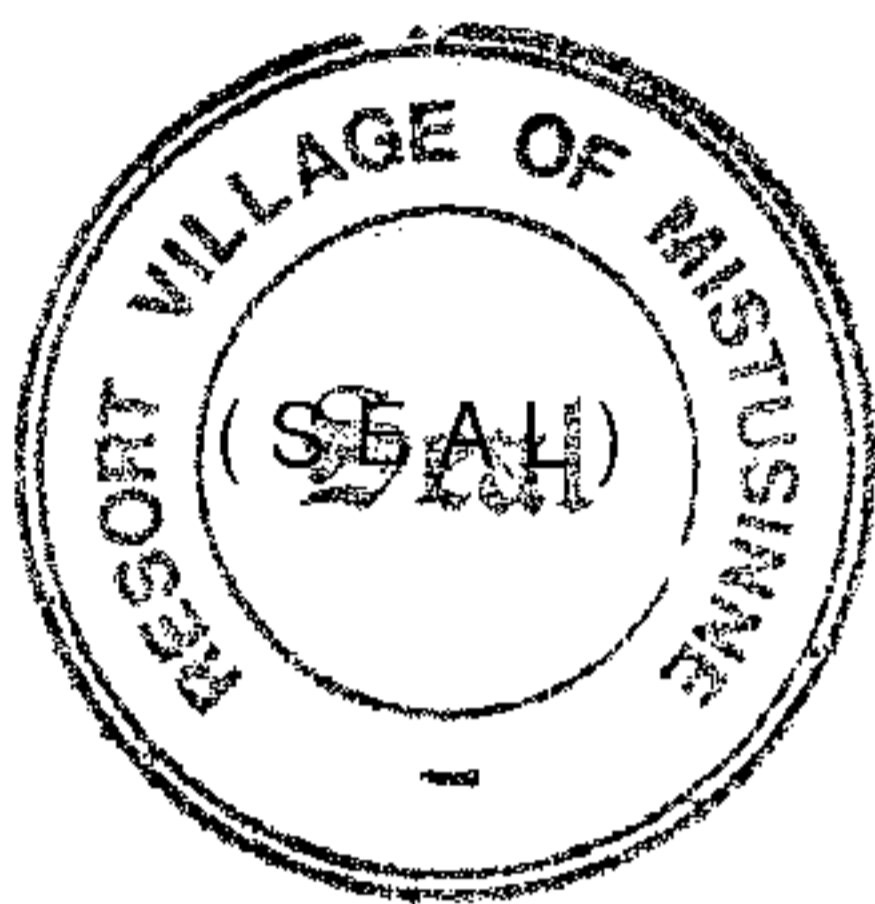
15. A person who violates any provisions of this bylaw and does not exercise the voluntary payment option shall be liable on a summary conviction to a penalty of \$500.

PART V – SEVERANCE

16. If any part of this Bylaw, including the attached schedule, is declared to be invalid for any reason, by an authority of competent jurisdiction, the validity of the Bylaw as a whole, or any other part, section or provision of this Bylaw shall not be affected.

PART VI - REPEAL

17. Bylaw 02-03 is hereby repealed.



Craig Peterson
Mayor

[Signature]
Administrator

Certified a true copy of Bylaw No. 02-15
adopted by resolution of Council
on the 12th day of December, 2015.

[Signature]



Bylaw No. 02-15
Schedule "A"

BYLAW VIOLATION NOTICE

RESORT VILLAGE OF MISTUSINNE
BYLAW VIOLATION NOTICE

Reference Number: _____

Name	
Address	

This official notice is issued for alleged breach of the following bylaw:

Bylaw #:	
Section #:	
Offence:	
Voluntary Payment:	

DETAILS OF ALLEGED BREACH OF VIOLATION:

Date of Violation:	
Time of Violation:	
Location of Violation:	
Other Particulars:	

PENALTY:

Take notice that you may remit a voluntary payment to the Resort Village of Mistusinne in the amount stipulated above to avoid prosecution for this offence.

Payment may be made in person at the Administration Office, or by mail to:
Resort Village of Mistusinne, Box 160, Elbow, SK S0H 1J0.

If the voluntary payment indicated above is not received by _____, a summons requiring your appearance in provincial court will be issued.

Issued this _____ day of _____, _____ by

_____.

Designated Official

Bylaw No. 02-15
Schedule "B"

Voluntary Payment Schedule

Offence

Voluntary Payment

Failure to Deposit Refuse
in proper location
(Section 4)

\$100.00

Examples include, but are not limited to: on top, beside, or near the
garbage receptacles, or any other place in the Resort Village that is not
authorized by Bylaw No. 02-15

Depositing Unauthorized Products
(Section 3f-h)

\$100.00 plus any costs
associated with removal of
Products

Examples include, but are not limited to: domestic waste, recyclable
material, burnable waste, bulk waste, commercial waste, liquid domestic
waste, metal, special waste, construction garbage (placed anywhere other
than the construction receptacle)

Deface, destroy, alter any signs
locks, gates, cameras, or fencing,
etc.
(Section 6)

\$500 plus cost of replacement
