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CONSOLIDATED FOR CONVENIENCE TO INCLUDE
BYLAW NO. 1271-2010; 1298-2011; 1377-2015; 1383-2016; 1409-2018; 1451-2020; 1490-2021; 1493-2021 and 1541, 2023.

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1253 – CONSOLIDATED

A bylaw to provide for the regulation of solid waste.

WHEREAS the Regional District of Central Okanagan has established a service to provide for the management of solid waste;

AND WHEREAS the Regional District of Central Okanagan considers that it is necessary to provide regulations for the management of solid waste;

NOW THEREFORE THE REGIONAL DISTRICT OF CENTRAL OKANAGAN IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. INTRODUCTION

1.1 TITLE

This bylaw may be cited for all purposes as the "Regional District of Central Okanagan Solid Waste Management Regulation Bylaw No. 1253, 2009".

Bylaw 1409^{1.2} INTERPRETATION

In this bylaw, unless the context otherwise requires:

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"**Additional Cart Fee**" means the fee for acquiring each additional yard waste cart.

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"**Asphalt shingles**" means source separated asphalt and fiberglass shingles; ~~and~~

"**Animal Attractant**" means any substance which could reasonably be expected to attract wildlife or does attract wildlife including but not limited to household refuse, kitchen waste, food products, beverage containers, barbecue grills, pet food, bird feed, diapers, grease barrels, fruit, salt, oil and other petroleum products and chemical products; ~~and~~

“Asquith Road Transfer Station” means transfer station located at the Westside Landfill on Asquith Road in West Kelowna, (formerly known as the Westside Residential Waste Disposal and Recycling Centre).

“Biosolids” means stabilized municipal sewage sludge resulting from a municipal waste water treatment process or septage treatment process which has been sufficiently treated to be deemed non-hazardous and passes the Paint Filter Test (US EPA SW-846 Test Method 9095B: Paint Filter Liquids Test or other methodology approved by the BC Ministry of Environment).

“Change Out” means change out of cart to a larger size or another cart for additional service.

“Change Out Fee” means the fee charged for the *Change Out*.

“Collection and Solid Waste ~~Management~~Reduction Services Fee” means fee for the curbside collection of Yard Waste ~~and~~ Garbage ~~and Mandatory Recyclable Material~~ plus the fee for Regional District Solid Waste ManagementReduction Services.

“Collection Area” means the area shown on the drawing attached to this bylaw as Schedule “A”.

“Collection Fee” means the fee for the curbside collection and disposal of Yard Waste ~~and~~ Garbage ~~and Mandatory Recyclable Material~~ from each Residential Dwelling Premise.

“Collection Point” means a location where one or more Garbage Carts, Yard Waste Carts, Recyclables Containers or Yard Waste Carts and/or Garbage bags with Tag-a-Bag Tags are placed for collection by the Regional District.

“Co-mingled Containers” means metal food and beverage containers, and all household plastic containers acceptable in a Recycling Program ~~but does not include beverage containers under deposit and part of the Provincial container deposit and refund system;~~

“Department Director of Engineering Services” means the person responsible for leading the development services department and/or engineering services department, or their designate appointed as such by the Regional District and includes his or her lawful delegate.

“Dangerous Wildlife” means bear, cougar, coyote or wolf, or a species of wildlife that is prescribed as dangerous wildlife as per the provincial Wildlife Act as amended from time to time.

“Director of Financial Services” means the person appointed as such by the *Regional District* and includes ~~their~~ his or her lawful delegate.

“Excess Producer” refers to Owners or occupiers who produces more garbage than can be accommodated in the garbage cart which the owner has requested or pays for ~~which at any time require more Garbage and/or Mandatory Recyclable Material collection services than the Garbage and/or Recyclables Cart service provided by the Regional District.~~

“Garbage” means and includes all rubbish, non-recyclable materials, trade waste, ashes, household waste, discarded matter, rejected, abandoned or discarded materials but specifically excluding liquids and semi-solids, Mandatory Recyclable Material,

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~~hazardous waste, yard waste, rock, soil and materials set out in Schedule D attached to this Bylaw waste or vegetable or animal food, and other materials deemed non-recyclable.~~

“Garbage Cart” means a wheeled container owned and supplied by the Regional District and used for the collection of Garbage from *Residential Dwelling Premises*.

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“Hazardous Waste” means waste which is regulated under the BC Hazardous Waste Regulation as amended from time to time.

~~“International Waste” means vegetative, food and other refuse left at the Kelowna International Airport which may or may not contain pests or diseases detrimental to local agriculture.~~

“Landfill” means the Glenmore Landfill, located at 2720 John Hindle Drive, in the City of Kelowna.”

“Large Cart” means a cart larger than the designated size for the service the cart is provided for.

“Large Cart Fee” means the fee for the *Large Cart*.

“Mandatory Recyclable Material” includes:

(a) **“Mandatory Residential Recyclable Material”**, being packaging and printed paper materials such as those listed in Schedule 5 of the Environmental Management Act Recycling Regulation 449/2004 as amended from time to time materials such as Co-mingled Containers, Recyclable Corrugated Cardboard, Mixed Waste Paper, and other materials approved for pick-up as part of the Producer Responsible Organization recyclables collection system; Regional District’s recyclables collection system; and

(b) **“Mandatory Landfill or Recycling Depot Recyclable Material”**, being all *Mandatory Residential Recyclable Material*, plus ~~lead-acid batteries~~, *White Goods*, scrap metal, propane tanks, tires, asphalt, concrete, ~~a~~Asphalt Shingles, *Recyclable Gypsum*, Hazardous Waste and includes all products listed in the *Provincial Environmental Management Act’s Recycling Regulation 449/2004 as amended from time to time (Product Stewardship Program)*.

~~“Mixed Waste Paper” includes, but is not limited to, co-mingled boxboard, paper shopping bags, white and coloured ledger paper, wrapping paper, envelopes with or without windows, sticky notes, computer paper, third class mail, flyers, magazines, catalogues, telephone books, paper egg cartons, newspapers and any other 100% paper fibre products.~~

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“Non-Recyclable Material” includes but is not limited to *Garbage* and may include items that previously were recyclable but no longer have any recyclable value or purpose.

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“North Westside Transfer Station” means the transfer station off Sugar Loaf Forest Service Road, off Westside Road.

“Owner” means the registered owner of any lands and premises situated within the *Regional District Collection Area* and shall, where applicable, include the agent, executor or administrator of such *Owner* or the lessee or occupier of the premises.

“Producer Responsible Organization” means the corporation appointed by a producer to carry out their regulatory duties under the province’s Recycling Regulation 449/2004

~~“**Recyclables Cart**” means a wheeled container owned and supplied by the Regional District, and used for the collection of Mandatory Residential Recyclable Material from Residential Dwelling Premises.~~

“Recyclables Container” means any cart or container owned and supplied by the Producer Responsible Organization and used for the collection of Mandatory Residential Recyclable Material from Residential Dwelling Premises.

~~“**Recyclable Corrugated Cardboard**” means a container for goods which is composed of an inner fluting (wave-like) of material and one or two outer liners of material (linerboard) which is not lined with contaminants such as wax, plastic or foam, and is free from contaminants such as oil, grease and food.~~

“Recyclable Gypsum” means source-separated gypsum board or wallboard, including new construction off-cuts or scraps, and old wallboard that has been painted or covered in wallpaper, and is removed during renovation, but excluding lathe masonry gypsum wallboard, wallboard associated with asbestos and wallboard contaminated with any other waste.

“Recyclable Materials” means all Mandatory Recyclable Materials, plus any other materials accepted for recycling at an approved Recycling Depot or at the Landfill.

“Recycling Depot” means a facility for the receiving, collection, sorting and temporary storage of Recyclable Materials whose operation is the responsibility of the Regional District or its designate as part of its recycling program.

“Recycling Program” means the system of collection, processing and marketing of recyclable materials.

“Regional District” means the Regional District of Central Okanagan.

“Regional District Solid Waste Management Services” means recycling depots, waste reduction activities and programs, and other initiatives outlined in the Regional Solid Waste Management Plan and provided by the Regional District of Central Okanagan.

“Residential Dwelling Premise” means an individual dwelling unit with direct access to and from the outdoors, which could include single-family dwellings, two family dwellings, residential triplexes or fourplexes, manufactured homes, or individually serviced units of apartments or condominiums. For clarification, Residential Dwelling Premise does not include, for the purposes of this bylaw, stratified properties to which access to each individual unit is only available via common strata property.

“Site Designate” means the employee or contractor responsible for landfill, Transfer Station or Recycling Depot operations and scale house operations at the Landfill, Recycling Depot or Transfer Station-Westside Residential Waste Disposal and Recycling Centre.

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~~“Solid Waste Reduction Services” means landfill disposal costs, waste reduction activities and transfer station, waste disposal/recycling centre, recycling depot and recycling processing services.~~

~~“Regional District Solid Waste Management Reduction Services Fee” means the fee for Solid Waste Reduction-Management Services.~~

~~“Standard Garbage Bag” means durable plastic bags, which shall contain not more than 95 litres, and must not weigh more than 23 kg when full, used for the collection of Garbage when tagged with Tag-a-Bag Tags from Residential Dwelling Premises.~~

~~“Stumps” means the woody part of the root system of a tree or large shrub, cut at the ground level and without attached granular soil material.~~

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~~“Tag-a-Bag Tag” means a tag that must be placed on all Garbage bags that exceed the quantity limits for Garbage removal outlined in this bylaw, with such tags being made available by the Regional District for a fee.~~

~~“Traders Cove Transfer Station” means the transfer station located on Westside Road near Traders Cove Regional Park.~~

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~~“Transfer Station” means a facility for collecting Garbage, Yard Waste and/or Mandatory Residential-Recyclable Materials in preparation for transportation to a Landfill site or a processing facility including the North Westside Transfer Station, Traders Cove Transfer Station facilities along Westside Road and the Asquith Road Transfer Station. Westside Residential Waste Disposal and Recycling Centre.~~

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~~“Westside Residential Waste Disposal and Recycling Centre Asquith Road Transfer Station” means transfer station located at the Westside Landfill on Asquith Road in West Kelowna.~~

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~~“White Goods” means large metal appliances such as washers, dryers, stoves, hot water tanks, air conditioners, water coolers, refrigerators and freezers, including those containing ozone-depleting substances.~~

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~~“Wildlife” any mammals not normally domesticated, including but not limited to bears, cougars, coyotes, wolves, foxes, raccoons, feral rabbits and skunks;~~

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~~“Wood Waste” means clean, organic, source-separated material including, but not necessarily limited to:~~

- ~~• Branches greater than 5 centimetres in diameter~~
- ~~• kiln-dried dimensional lumber (such as wood pallets, board ends and demolition wood waste);~~
- ~~• plywood;~~
- ~~• particle board; and~~
- ~~• pressed board.~~

- ~~• Provided such material is free from chemical treatments, creosote, rocks, metals (other than nails and screws), paint, wire, fibreglass, asphalt materials, and other non-wood materials.~~

~~“Yard Waste” means green waste including but not necessarily limited to grass, hedge clippings, leaves, flowers, vegetable stalks, wood or herbaceous waste, and pruning’s up to 5 centimetres in diameter.~~

“Yard Waste Cart” means a wheeled container owned and supplied by the *Regional District* and used for the collection of *Yard Waste* from *Residential Dwelling Premises*.

2. COLLECTION SYSTEMS

2.1 GARBAGE, YARD WASTE AND MANDATORY RESIDENTIAL RECYCLABLE MATERIAL COLLECTION SYSTEMS

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- 2.1.1** Every Owner of a *Residential Dwelling Premise* within the *Collection Area* shall use the *Garbage, Yard Waste and Mandatory Residential Recyclable Material* collection systems established by the *Regional District* and *Producer Responsible Organization* pursuant to this bylaw and shall pay the rates and fees set out in Schedule “C” of this bylaw, except those who have been granted a waiver of service by the *Regional District*.
- 2.1.2** The *Regional District*, or a contractor acting on behalf of the *Regional District*, shall pick up all *Garbage* and, *Yard Waste* ~~and *Mandatory Residential Recyclable Material*~~ set out at *Residential Dwelling Premises* within the *Collection Area* on the designated day of collection, provided it conforms to the terms of this bylaw and meets the *Garbage, Yard Waste and Mandatory Residential Recyclable Materials Cart size limits and rates outlined in Schedule “C”*.
- 2.1.3** The *Producer Responsible Organization* and its contractor, shall pick up *Mandatory Residential Recyclable Material* set out as *Residential Dwelling Premises* within the *Collection Area* on the designated day of collection, provided it conforms to the terms of this bylaw.
- 2.1.32.1.4** Notwithstanding Sections 2.1.1, ~~and~~ 2.1.2 and 2.1.3 of this bylaw, the *Regional District* reserves the right to alter or exclude a *Residential Dwelling Premise* from the *Garbage, Yard Waste and Mandatory Residential Recycling* collection systems if collection costs, access routes or location are unsafe or unreasonable.
- 2.1.42.1.5** The *Regional District* reserves the right to refuse to remove all material that is not *Garbage* or, *Yard Waste* ~~or *Mandatory Residential Recyclable Material*~~, as defined by this bylaw.
- 2.1.52.1.6** *Recyclables Containers* ~~arts~~ containing materials not identifiable as *Mandatory Residential Recyclable Material* will not be collected by *Producer Responsible Organization* or its contractor.
- 2.1.7** Residents of stratified residential properties to which access to each individual unit is only available via common strata property (for example, bare land strata or ordinary strata developments) may utilize the *Garbage, Yard Waste and Mandatory Residential Recyclable Material* collection systems established by the *Regional District* and *Producer Responsible Organization* pursuant to this bylaw, upon application to and approval by the *Department Director of Environmental Services*. Applications will only be accepted from the strata corporation, and only on behalf of the entire development. Applicants must demonstrate the suitability of the proposed pick-up location and access thereto, such that the *Regional District* or its contractor shall be able to collect materials set out for collection pursuant to the terms of this bylaw. Such properties shall participate in the system, and shall pay all respective fees and charges, as if each strata lot were a *Residential Dwelling Premise* as defined by this bylaw.

2.1.62.1.8 Every owner or resident shall be responsible for the lawful disposal of any garbage, including wastes that due to its nature, size or weight cannot reasonably placed in a *garbage cart*.

2.2 CONTAINER REQUIREMENTS - RESIDENTIAL

- 2.2.1 Every Owner of *Residential Dwelling Premises* within the *Collection Area* shall maintain in sanitary condition and in good order and repair the *Garbage, Yard Waste and Recyclables Containers*.
- 2.2.2 *Garbage, Yard Waste and Recyclables Containers* shall be kept on the Owner's *Residential Dwelling Premises* at all times and shall not encroach upon or project over any street, lane or public place except when placed on such street or lane for the purpose of collection under this bylaw.
- 2.2.3 Unless exempted by the Department Director of Environmental Services for reasons of physical disability, all *Garbage, Yard Waste and Recyclables Containers* shall be made readily accessible and with lids unlocked, pursuant to the provisions of Section 2.2.4 of this bylaw, for emptying, between the hours of 7:00 a.m. and 7:00 p.m. on the day of collection only. For greater certainty, garbage carts must not be put out for collection the night before scheduled pickup.
- 2.2.4 For collection purposes, all *Garbage, Yard Waste and Recyclables Containers* must be placed within one metre and with wheels positioned away from the travelled portion of the lane, or the boulevard, adjacent to the Owner's *Residential Dwelling Premise*, or at a place designated by the Department Director of Environmental Services. Carts must also be placed one half (0.5) meter from one another or another obstacle.
- 2.2.5 If *Garbage and Yard Waste Carts* and *Recyclables Containers* are enclosed in a structure, it shall be built with doors opening upon the pick-up side so said containers can be readily removed.
- 2.2.6 All *Garbage and Yard Waste Carts* and *Recyclables Containers* shall be kept on the ground level and shall be readily accessible from the street, or lane abutting the Owner's *Residential Dwelling Premises* on collection day only.
- 2.2.7 Where collection of *Garbage or Yard Waste Mandatory Residential Recyclable Material* from a stratified residential development has been approved by the Department Director of Environmental Services pursuant to Section 2.1.6-7 of this bylaw, a ready means of access shall, on the day of collection, be provided from the public street to the location of the *Garbage, Yard Waste and Recyclables Containers* placed out for collection. -The access shall be unobstructed, satisfactorily maintained, and of sufficient size and kind to enable any authorized employee or contractor of the Regional District or Producer Responsible Organization to collect using normal collection efforts and procedures.
- 2.2.8 All *Garbage and Yard Waste Carts* and *Recyclables Container Carts'* lids shall be kept closed. Recyclables in open topped containers shall be prepared in a manner that prevents contents and litter from dispersing before collection.
- 2.2.9 All *Garbage and Yard Waste Carts* and *Recyclables Containers* and any structure used as a cover for such containers shall, at all times, be kept in good repair, clean and accessible for inspection at all reasonable hours.

- 2.2.10 All Mandatory Residential Recyclable Material are to be placed loosely in the Recyclables Containers as per the requirements of the Producer Responsible Organization. ~~Cart, and bagging or bundling of Mandatory Residential Recyclable Material with string, ties or tape is not permitted.~~
- 2.2.11 All Co-mingled Containers must be washed out prior to placement in Recyclables ~~Cart Containers~~ for collection, or deposit at a Recycling Depot.
- 2.2.12 All Yard Waste is to be placed loosely in the Yard Waste Cart, and bagging or bundling of Yard Waste with string, ties or tape is not permitted.
- 2.2.13 From the beginning of March to the end of ~~December~~ October on designated collection days each Residential Dwelling Premise within the Collection Area, and paying rates and fees set out in Schedule "C" to this bylaw, shall be permitted to place a Yard Waste Cart at the curb for biweekly collection.
- 2.2.14 The Regional District may suspend collection service from properties where location or design of pick-up facilities are contrary to the provisions of this bylaw. ~~, but s~~ Such suspension shall not waive any requirement, or abate or waive any changes or rates under the provision of this bylaw.
- 2.2.15 Additional Garbage, Yard Waste ~~and Recyclables~~ Cart Service
- 2.2.15.1 An Owner may request in writing that the Regional District provide a Large Cart for Garbage, ~~Mandatory Recyclable Material and~~ or Yard Waste service and/or up to two additional 360 litre yard Waste Carts (see Schedule 'C' for fees).
- 2.2.15.2 The Regional District may allocate to an Excess Producer, ~~Garbage and/or Recyclables Carts of~~ in sufficient size and number to make up the deficiency between Garbage ~~and/or Mandatory Residential Recyclable Material~~ produced and ~~Garbage and Recyclables~~ Cart collection services purchased;
- 2.2.15.3 If the request referred to in Subsection 2.2.15.1 is approved by the ~~Department~~ Director of Environmental Services, the rates for such services (Large Cart Fee) will be entered by the Director of Financial Services ~~Treasurer~~ on the utility bill.
- 2.2.16 Requesting a Reduction in Yard Waste ~~and/or Recyclables~~ Cart Service
- 2.2.16.1 An Owner may request a reduction in the number or volume of Yard Waste ~~and/or Recyclables~~ Carts; and
- 2.2.16.2 The Regional District may approve the request if the Department ~~Director of Environmental Services~~ is satisfied that a reduction will not cause the property to become an Excess Producer; and
- 2.2.16.3 The Owner will not receive any reduction in the Collection and Solid Waste Management Services Fee ~~mandatory service rates~~ (Schedule "C") per Section 2.1.1 of this bylaw.

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2.3 CONTAINER REQUIREMENTS – NON-RESIDENTIAL

- 2.3.1 Every Owner of premises other than Residential Dwelling Premises shall provide containers sufficient in size and number to contain all Garbage and Recyclable Materials without spillage and in a sanitary condition at all times, and all such

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containers shall meet zoning and other applicable requirements for size, location and access.

2.4 DISPOSAL REQUIREMENTS WITHIN GARBAGE CONTAINERS – RESIDENTIAL AND NON-RESIDENTIAL

2.4.1 No liquids shall be put in or be allowed to accumulate in any *Garbage, Yard Waste* and *Recyclables ContainersCarts* or in any container for *Garbage* provided by the *Owner* of premises other than a *Residential Dwelling Premise*.

2.4.2 All materials that might adhere to any container shall be separately contained within individual disposable wrappings or containers before being placed in a *Garbage Cart*, or in any containers for *Garbage* provided by the *Owner* of premises other than *Residential Dwelling Premises*.

2.4.3 Ashes shall be completely cooled and shall be placed in non-combustible containers and separate from other *Garbage* or inflammable material.- Hot ashes from incinerators or burning barrels, any liquid wastes, bulk chemical composition waste, animal cuttings or wastes or oil, fuel, or other equipment lubricant filters shall not be placed for residential *Garbage* collection.

2.4.4 Treated Biomedical Waste shall be disposed of in accordance with Schedule “D” attached to and forming part of this bylaw.

2.4.5 Every strata council of a strata-titled multi-family residence and owner of a non-strata-titled multi-family residence shall:

(a) provide written information to new residents, employees and contractors and at least annually to all existing residents, its employees and contractors on how to separate and deposit garbage, yard waste, food scraps and recyclable materials into the appropriate receptacles without contamination;

(b) post signage with information on separating garbage, yard waste, food scraps and recyclable materials on the premises and in the recycling storage space;

(c) designate a storage area and signage for bulky items within the property; and

(d) remove bulky items for disposal from the property within one week of the items being placed in the designated storage area.

2.5 MANAGING ATTRACTANTS

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2.5.1 A person must not feed *Wildlife*, and must not feed animals in a manner that is likely to attract *Wildlife*. Every *Owner* or occupier of a *Residential Dwelling Premise* must ensure that:

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2.5.1.1 any fruit or nuts from a tree, bush or shrub **areis** maintained and stored in such a manner so as not to attract *Wildlife*;

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2.5.1.2 any bird feeder containing bird feed, suet or nectar is suspended on a cable or other device in such a manner that it is inaccessible to *Wildlife*;

and the area below any bird feeding devices or activity is kept free of accumulations of seeds and similar Animal Attractants;

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2.5.1.3 any composting activity is carried out and any composting device or equipment is maintained in such a manner that it is inaccessible to *Wildlife*;

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2.5.1.4 barbecue equipment and tools that remain out of doors must be clean and free of residual food or grease;

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2.5.1.5 any refrigerator, freezer, storage container or similar appliance, device or apparatus that contains animal attractants of any type, if placed or located outdoors, is located and equipped in such a manner that it is inaccessible to *Wildlife*; and

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2.5.1.6 any grease, antifreeze, paint or petroleum product is stored in such a manner that it is inaccessible to *Wildlife*.

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2.5.1.7 Except as permitted in this bylaw, a person must not store any refuse that is an *Animal Attractant* in such a manner that it is accessible to *Wildlife*, including but not limited to placing garbage carts out contrary to section 2.2.3.

3. **LANDFILL, RECYCLING DEPOTS AND TRANSFER STATIONS**

3.1 ~~SANITARY LANDFILL, RECYCLING DEPOTS AND TRANSFER STATIONS~~

3.1.1 The *Regional District* reserves the right to control the type and nature of *Garbage, Recyclable Materials, or other material* that is deposited or disposed . at a the-Landfill, Transfer Station or a Recycling Depot.

3.1.2 All *Garbage, Recyclable Materials or other material* delivered to the Landfill, Transfer Station or a Recycling Depot shall be deposited only as specified in Schedule "E" of this bylaw and in accordance with the provisions of this bylaw.

3.1.3 All *Garbage, or Recyclable Materials* deposited at the-Landfill, Transfer Station or at a Recycling Depot shall become the property of the *Regional District*, except where such materials are deposited contrary to the provisions of this bylaw.

3.1.4 *Recyclable Material* delivered to a *Recycling Depot or Transfer Station* must be uncontaminated and sorted as indicated.

3.1.5 Every person depositing *Garbage, Recyclable Materials or any other material* at the-Landfill, Transfer Station or at a Recycling Depot shall pay the rates and fees set out in Schedule "B" of this bylaw. Notwithstanding this requirement, such rates and fees may be reduced or waived where the particular item to be deposited can be demonstrated to be a benefit to the operations of the-Landfill, Transfer Station or Recycling Depot.

3.1.6 Any fee that must be paid pursuant to this bylaw shall be paid to the attendant prior to leaving the a-Landfill, Transfer Station, or Recycling Depot. Payment by

credit and/or debit card may be accepted if such payment options are available at the site.

3.1.7 *Garbage* and other materials being transported to the *Landfill, Transfer Station or Recycling Depot* shall be adequately covered and secured to prevent the materials from blowing or falling off the vehicle while in transit according to the following criteria:

- a) An adequate cover shall be used, such as a tarpaulin, other overlay, or container that confines the materials to the vehicle or trailer.
- b) Bulky waste, metal containers and manufactured items with a volume greater than 1.5 cubic metres (53 cubic feet/330 gallons), *White Goods*, and stumps shall be securely chained or strapped to flat beds, the vehicle trunk or truck box, or the trailer.
- c) Soil, sand, gravel, and rock shall be confined within the truck box or trailer, with the tailgates closed.

~~3.1.83.2~~ *Transfer Stations at the Westside Road, North Westside Road and Asquith Road sites* shall be used only by those residents participating in those local service areas.

~~3.1.93.3~~ No person authorized to use the *Transfer Stations Westside Road, North Westside Road and Asquith Road Transfer Stations* shall dispose of *Garbage, Yard Waste* or *Household Recyclable Material* contrary to the provisions of this bylaw.

4. PROHIBITIONS, OFFENCES AND PENALTIES

4.1 PROHIBITIONS

4.1.1 No person shall litter or dispose of *Garbage, Yard Waste or Recyclable Material* contrary to the provisions of this bylaw.

4.1.2 No person shall deposit *Garbage, Yard Waste, Mandatory Recyclable Material*, or any other material at the *Landfill, Transfer Station or a Recycling Depot*, except in accordance with this bylaw, and with the applicable ~~landfill~~ operating certificate for the facility issued by the Province of British Columbia.

4.1.3 No person shall dispose of *Garbage* any place other than a *Garbage Cart* ~~or Transfer Station~~ for collection as part of the *Regional District's* collection system provided for pursuant to this bylaw, another container scheduled for collection and delivery to the *Landfill or Transfer Station* or at the *Landfill or Transfer Station*.

4.1.4 No person shall dispose of *Mandatory Recyclable Material* any place other than:

- a) ~~a-Recyclables Containers~~ *Cart*, for collection as part of the *Producer Responsible Organization's Regional-District's* collection system provided for pursuant to this bylaw;
- b) another container scheduled for collection and delivery to a *Recycling Depot, Transfer Station* or a place designated for the deposit of such at the *Landfill*; or
- c) directly at a *Recycling Depot or Transfer Station*, or at a place designated for the deposit of such at the *Landfill*.

4.1.5 No person shall deposit *Garbage or Yard Waste* to a *Recycling Depot*.

- 4.1.6 No person shall place *Garbage or Yard Waste* for pick-up with the *Garbage or Yard Waste* of others or place *Garbage* in *Garbage Carts or Yard Waste in Yard Waste Carts* owned by others without that *Owner's* permission.
- 4.1.7 No person shall deposit *Garbage* or *Recyclable Materials* that do not originate from within the *Regional District* at the *Landfill*, *Transfer Station* or a *Recycling Depot* unless permitted to do so in writing by the Department Director-of Environmental Services.
- 4.1.8 No person, other than an authorized *Regional District* employee, contractor, or designate shall enter or deposit *Garbage* or *Recyclable Material* at, a *Landfill*, *Transfer Station* or *Recycling Depot* other than during operating hours.
- 4.1.9 No person shall transport *Garbage* or *Recyclable Material* from a location other than a *Residential Dwelling Premise*, to a *Residential Dwelling Premise* for collection pursuant to the *Regional District's and Producer Responsible Organization* collection systems.
- 4.1.10 No person shall scavenge *Garbage* or *Recyclable Materials*, whether placed out for collection at *Residential Dwelling Premises* or deposited at a *Recycling Depot, Transfer Station* or the *Landfill*.
- 4.1.11 No person shall place *Mandatory Recyclable Material* in a *Garbage* or *Yard Waste Cart* or a container for *Garbage* provided by the *Owner* of the premises.
- 4.1.12 No person shall place *Garbage* in a ~~*Recyclables-or*~~ *Yard Waste Cart* or a container for *Mandatory Recyclables Material* or *Yard Waste* provided by the *Owner* of the premises.
- 4.1.13 No person shall place *Yard Waste* in a *Garbage* or *Recyclables ContainerCart* or a container for *Garbage* or *Mandatory Recyclables Material* provided by the *Owner* of the premises.
- 4.1.14 No person shall intentionally contaminate *Recyclable Materials* so as to make them non-recyclable.
- 4.1.15 No person shall, while on site a Landfill, Transfer Station or Recycling Depot, act in a manner, or maneuver a vehicle in a manner that may be construed as reckless, dangerous or threatening.
- 4.1.14.1.16 No person shall tamper, adjust, modify or alter garbage or yard waste carts without written authorization by the Regional District.

4.2 OFFENCES AND PENALTIES

- 4.2.1 No person shall do any act or suffer or permit any act or thing to be done in contravention of this bylaw.
- 4.2.2 Every person who violates any provision of this bylaw, or who permits any act or thing to be done in violation of this bylaw, or who fails to do any act or thing required by this bylaw, shall be deemed to have committed an offence against this bylaw and:

Bylaw 1541

- 4.2.2.1 Shall be liable to a fine as set out in the *Regional District of Central Okanagan Ticket Information and Utilization Bylaw*; or
- 4.2.2.2 Shall be liable, upon summary conviction, to the penalties provided under the ~~*Offence-Act*~~ *Local Government Act*; or

- 4.2.2.3 May be prohibited from entering and depositing *Garbage or Recyclable Material* at the *Landfill, Transfer Station* or at any *Regional District Approved Waste Management Facility*; or any combination of these.
- 4.2.3 Each day that an offence against this bylaw continues shall be deemed a separate and distinct offence.
- 4.2.4 Any penalty imposed pursuant to this bylaw shall be in addition to, and not in substitution for, any other penalty or remedy imposed pursuant to any other applicable statute, law or legislation.

5. GENERAL

5.1 SEVERANCE

- 5.1.1 If a section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a Court of competent jurisdiction, it shall be severed and such decision shall not affect the validity of the remaining portions of this bylaw.

5.2 SCHEDULES

- 5.2.1 Schedules "A", "B", "C", "D", and "E" of this bylaw form part of, and are enforceable in the same manner as, this bylaw.

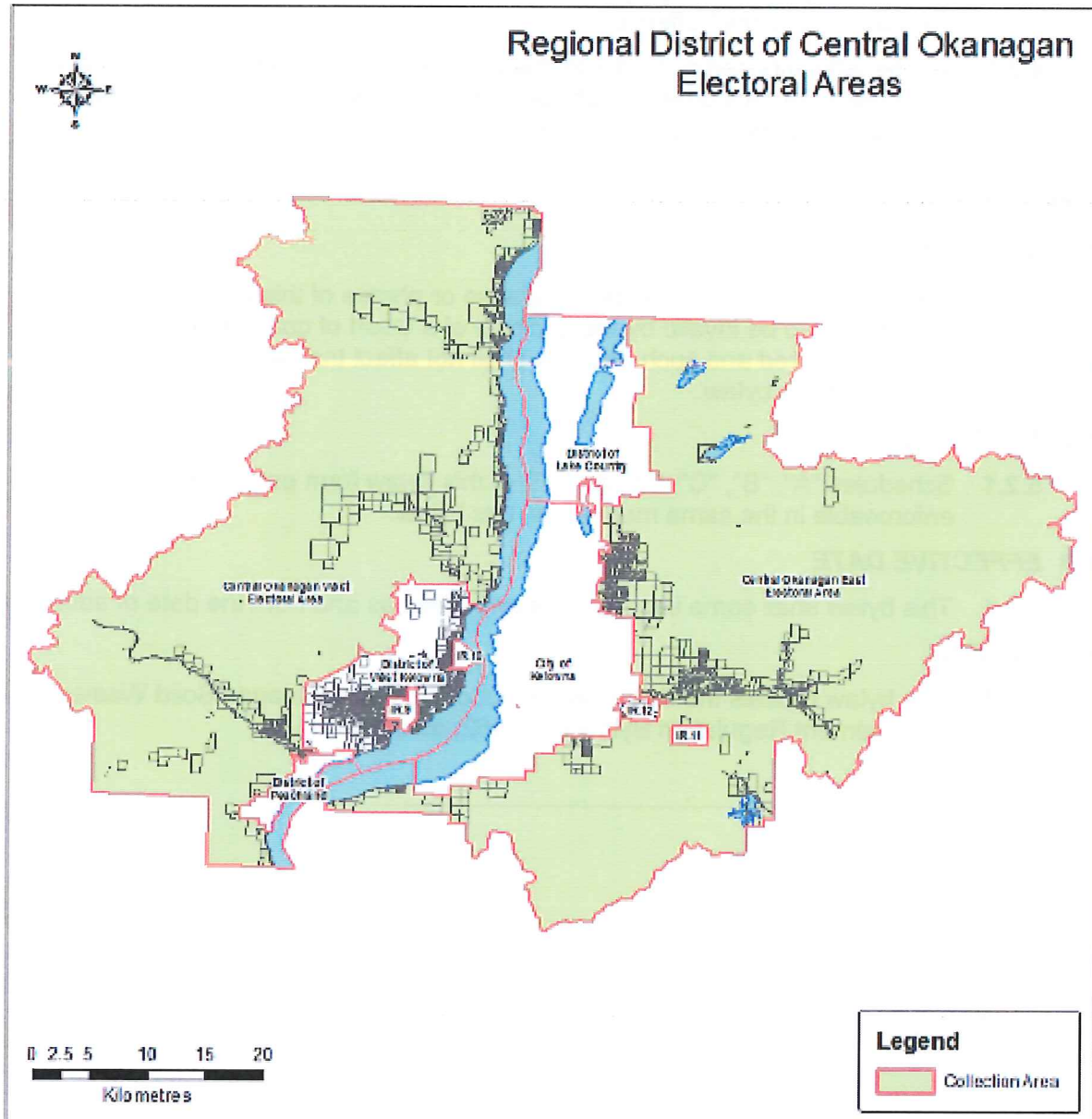
5.3 EFFECTIVE DATE

- 5.3.1 This bylaw shall come into full force and effect as and from the date of adoption.

5.4 REPEAL

- 5.4.1 This bylaw repeals the Regional District of Central Okanagan Solid Waste Management Regulation Bylaw No. 1162, as amended.
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SCHEDULE "A" COLLECTION AREA



SCHEDULE "B"

**SANITARY LANDFILL / WESTSIDE RESIDENTIAL WASTE DISPOSAL
 AND RECYCLING CENTRES ASQUITH ROAD TRANSFER STATION FEES**

1. The following rates shall be paid for all material delivered to the Glenmore Landfill at all times when the Glenmore Landfill scale is operating:

- a. Demolition, construction, and land clearing waste material:
 - i. source-separated recyclables \$10.00 per metric tonne
 - ii. asphalt and concrete \$25.00 per metric tonne
 - iii. gypsum drywall \$175.00 per metric tonne
- b. Wood Waste \$10.00 per metric tonne
 - i. Lumber \$10.00 per metric tonne
- c. Recyclable Gypsum in loads of one metric tonne or less \$175.00 per metric tonne
 (or portion thereof)
- d. Useable clean fill, batteries, propane tanks No Charge
- e. Yard Waste:
 - i. Yard waste \$40.00 per metric tonne
 - ii. Stumps \$90.00 per metric tonne
- f. Tires — Passenger vehicle, light and medium duty tires
 - i. up to 22.5" with no rim Free
 - ii. up to 22.5" on rims \$20.00 per tire
 - iii. Heavy duty and tires larger than 22.5" Not accepted
- g. Asbestos (friable) \$250.00 per metric tonne
- h. Hydrocarbon Contaminated Soils \$8.00 per metric tonne
- i. ~~deleted~~
- j. Ash \$100.00 per tandem axle load
- k. Carcasses weighing under 100 kg

\$100.00	Effective January 1, 2020
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- l. Carcasses weighing over 100 kg \$200.00 per carcass
- m. All other residential Garbage not included above

\$100.00 per metric tonne	Effective January 1, 2020
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- n. Any material determined by the City of Kelowna, to require above-burial in an area away from the active face. \$50.00 per metric tonne
- o. Any Mandatory Recyclable Material included in \$150.00 per metric tonne

mixed waste	surcharge, over and above any other required fee
p. Culled Cherries	\$16.57 per metric tonne
q. Handling Fee for Contaminated Mandatory Recyclables Loads	\$50.00 per metric tonne
r. Handling Fee for immediate burial of International waste	\$150.00 surcharge (plus applicable weight-based fees)
s. Requiring sorting	\$125.00 per metric tonne
t. Stumps (no soil or rock attached)	\$90.00 per metric tonne
u. Mattresses	\$15.00 each or \$15.00 plus weight (as Garbage) when in co-mingled load
v. Biosolids (only accepted on a short term emergency basis and with prior written approval from the City)	\$250.00 per metric tonne

2. At all times when the scales are not operating, all material delivered to the *Landfill* shall be subject to the following charges, according to the type of vehicle delivering the material and without taking into consideration the volume or weight of the material contained in the vehicle:

Vehicle Type – Yard waste and Wood waste	Fee
Utility Trailer, car or pick up trucks (<2 yards)	Free
Two to five yard container	\$10.00
Container greater than five yards	\$25.00

Vehicle Type – All other wastes	Fee
Utility Trailer, car or pick up trucks	\$10.00
Tandem Axle Trailer	\$60.00
Side Dump Collector Truck, less than 50m ³	\$150.00
Side Dump Collector Truck, equal to or greater than 50m ³	\$200.00
Curbster	\$300.00
Roll-off Open Container, 15 yard bin	\$100.00
Roll-off Open Container, 20 yard bin	\$150.00
Roll-off Open Container, 30 yard bin	\$200.00
Roll-off Open Container, 40 yard bin	\$300.00
Roll-off Closed Compactor Unit, up to 40 yard	\$400.00

Large Compactor, greater than 40 yard	\$450.00
Single Axle Truck (1 ton)	\$75.00
Single Axle Truck (2 ton)	\$125.00
Single Axle Truck (3 ton)	\$150.00
Single Axle Truck (5 ton)	\$225.00
Single Axle Truck (dump)	\$250.00
Tandem Axle Truck (dump)	\$350.00
Tractor Trailer Unit	\$400.00

3. All Garbage hauled directly to the Landfill site by customers qualifying or authorized for pick-up through the Regional District's residential collection systems established pursuant to this bylaw shall be subject to the following minimum charges:

• \$ 5.00 per load of Wood Waste or Yard Waste for loads weighing up to and including 250kg, and as per the table below for Garbage or other billable waste streams for loads weighing up to and including 250kg:

\$12 per load	Effective January 1, 2019
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\$100.00 per metric tonne	Effective January 1, 2020
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4.3. The following rates shall be paid for all material delivered to the Asquith Road Transfer Station ~~Westside Residential Waste Disposal and Recycling Centre~~

Waste Type	\$ / Load Type	\$ / Load Type	\$ / Load Type
		Effective until Dec 31, 2021	Effective May Jan-1, 2022-2026
Garbage	Small (Must be Bagged, up to 2 max)	\$ 4.50 each	\$ 5.00 each <u>bag</u>
	Medium	\$18.00	\$20.00
	Large	\$50.00	\$50.00
	Extra Large	\$80.00	\$80.00
Yard Waste	Small	\$ 1.00	\$1.00
	Medium	\$ 5.00	\$ 5.00
	Large	\$15.00	\$15.00
	Extra Large	\$20.00	\$20.00
Clean Wood Waste	Small	\$ 1.00	\$5.00 minimum
	Medium	\$ 6.00	\$ 5.00
	Large	\$10.00	\$10.00
	Extra Large	\$15.00	\$15.00
Mattresses		\$14 each	\$20-23 each
Cooling Appliances (fridge, freezer, water cooler, AC)		Free	Free
White Goods and other Metal		Free	Free
Automotive Batteries, Propane Tanks		Free	Free
Tires – up to 22.5" no rim		Free	Free
Tires – up to 22.5" on rim		\$3 each	\$3-5 each
Tires larger than 22.5"		Not accepted	Not accepted
Gypsum/Drywall		Not accepted	Not accepted
Mixed loads of garbage, yard waste or wood will be charged the highest \$/load rate included in the mixed load. User will still be required to sort as directed by <u>Site Designate operator</u> .			
Load type	Description		
Small	Bagged		
Medium	Vehicle or utility trailer with a hauling bed capacity up to 4' x 8' x 2'		
Large	Vehicles or trailer with a hauling bed capacity over 4' x 8' x 2'		
Extra Large	Tandem axle trailer		
Item	Per unit		
Load	Flat charge per load		

SCHEDULE "C"

Bylaw 1490

COLLECTION LIMITS AND FEES

- 1.0** The following amounts of *Garbage* ~~and~~ *Yard Waste* ~~and Mandatory Residential Recyclable Material~~ may be placed for curbside pick up from *Residential Dwelling Premises*:
- 1.1** One (1) 120 litre *Garbage Cart* or one (1) 240 litre *Garbage Cart* of *Garbage* per *Residential Dwelling Premise* per weekly pick-up.
- 1.2** ~~Furniture~~ Other wastes which are not prohibited by this bylaw, that would fit within the 120 L Garbage Cart ~~and~~ not exceeding 23 kg and 0.5 cubic metres in size, tagged with a Tag-a-Bag Tag, ~~and which are not prohibited by this bylaw~~, may be considered for collection.
- 1.3** Notwithstanding Section 1.1 and 1.2 above, a maximum of two (2) additional Standard Garbage Bags will be picked up provided each of these bags are tagged with Tag-a-Bag Tags.
- 1.4** An owner must not fill a *Garbage* ~~and~~ *Yard Waste* Carts and *Recyclables* ~~Container~~ in its possession to:

1.4.1 a gross weight that exceeds:

Cart Size	Weight Limit
120 litres	50 kg
240 litres	100 kg
360 litres	113.5 kg

1.4.2 To the extent that the lid does not close; or

1.4.3 To the extent that the collector cannot easily empty the contents.

2.0 The following fees and charges shall be paid in relation to the removal of *Garbage*, ~~Mandatory Residential Recyclable Material~~ and *Yard Waste* pursuant to the residential collection systems established under this bylaw:

Fees and Charges	Effective May 1, 2026
<u>Garbage and Yard Waste Curbside Collection for each individual Residential Dwelling Premise</u>	<u>\$167.06 per year</u>
<u>North Westside Transfer Station and Traders Cove Transfer Station User Fees for each individual Residential Dwelling Premise</u>	<u>\$167.06 per year</u>
<u>Large Cart Fee for each individual Residential Dwelling Premise with a 240 litre Garbage cart</u>	<u>\$72.00 per year</u>
<u>Large Cart Fee for each individual Residential Dwelling Premise with a 360 litre Yard Waste cart</u>	<u>\$10.00 per year</u>
<u>Additional Cart Fee for each individual Residential Dwelling Premise with an additional Yard Waste</u>	<u>\$30 per year and \$60 one-time fee (capital cart fee) limit 2</u>

<u>Cart</u>	
<u>Tag-a-Bag Tag</u>	<u>\$2.50 each</u>
<u>Cart Change Out Fee for upsizing or for additional yard waste carts</u>	<u>\$25.00 plus tax per change out</u>

~~\$167.06 per year, commencing January 1, 2010, for each individual Residential Dwelling Premise for basic Garbage, Yard Waste and Mandatory Recyclable Material Collection/Transfer Station Fee and an additional \$72.00 per year Large Cart Fee for each individual Residential Dwelling Premise with a 240 litre Garbage cart and an additional \$30.00 per year and \$60.00 Additional Cart Fee for each individual Residential Dwelling Premise with an additional Yard Waste Cart and an additional \$10.00 per year Large Cart Fee for each individual Residential Dwelling Premise that has upgraded a 240 litre Yard Waste Cart to a 360 litre Yard Waste Cart, as per Section 2.2.15."~~

~~2.1 — \$2.50 per tag, for a Tag-a-Bag Tag.~~

~~2.22.1 Each individual Residential Dwelling Premise will receive one free Garbage, Yard Waste and Recyclables Cart Change Out for different cart sizes as per Sections 2.2.15 and 2.2.16. Additional cart size Change Outs will be assessed a Change Out Fee of \$25.00 per Change Out exchange and will be invoiced to the Owner of the Residential Dwelling Premise.~~

~~2.32.2 If Garbage or Yard Waste and Recyclables Carts become damaged, upon approval by the Department Director of Engineering Services, costs of the repairs may be charged to the Owner of the Residential Dwelling Premise.~~

~~2.4 — The following fees and charges shall be paid in relation to those residences serviced by a transfer station in lieu of curbside pickup:~~

~~\$167.06 per year, commencing January 1, 2010, for each individual Residential Dwelling Premise for basic Garbage, Yard Waste and Mandatory Recyclable Material Collection/Transfer Station Fee for each individual Residential Dwelling Premise. Notwithstanding this provision, where a waiver of service has been approved pursuant to Section 2.1.1 of this bylaw, or who have been excluded pursuant to Section 2.1.3 of this bylaw a Collection Fee shall not be levied, however, a Solid Waste Reduction Services Fee shall be levied for Solid Waste Services. This Solid Waste Reduction Services Fee shall be levied annually as a parcel tax. This fee for Solid Waste Reduction Services shall not exceed the amount defined in Regional District of Central Okanagan Solid Waste Management Local Service Area Establishment Bylaw No. 577, 1993.~~

~~Residential Dwelling Premises shall be invoiced with a utility bill sent at a minimum of twice yearly by the Regional District to cover the costs of the Garbage, Yard Waste and Mandatory Recyclable Material Collection Fee. Payments received are applied firstly to arrears, then to current charges. New accounts are billed from the date of request for final inspection of the applicable building permit works (or two months after insulation inspection if final inspection is not requested in a timely manner), on a pro-rated basis.~~

~~2.3 Owners of all parcels of land, including Owners of property who have been granted a waiver of service, pursuant to Section 2.1.1 of this bylaw, or who have been excluded pursuant to Section 2.1.3 of this bylaw, form the Regional District's residential collection systems, will be levied annually on their property tax notice the a fee to cover Regional District Solid Waste Management Reduction Services Fee as a parcel tax. New accounts will be billed from the date of request for final inspection on a pro-rated basis. This Solid Waste Reduction Services Fee shall be levied annually as a parcel tax. This fee for Solid Waste Management Reduction Services shall not exceed the amount defined in Regional~~

2.4 New accounts will be billed from the date of request for final inspection on a pro-rated basis

2.5 Residential Dwelling Premises shall be invoiced with a utility bill sent at a minimum of twice yearly by the Regional District to cover the costs of the Garbage and Yard Waste collection. Payments received are applied firstly to arrears, then to current charges. New accounts are billed from the date of request for final inspection of the applicable building permit works (or two months after insulation inspection if final inspection is not requested in a timely manner), on a pro-rated basis.
2.5

3.0 The following terms, conditions, and penalties of payment apply to participants of the **residential collection solid waste management collection systems** and North Westside Transfer Stations and Traders Cove Transfer Station:

3.1 Fees will be billed quarterly or other established interval and all fees and charges shall be due and payable 30 days after the billing date.

3.2 A late payment penalty of four percent (4%) will be assessed each quarter (compounded quarterly 16.99% per annum) on all outstanding balances accrued under this Bylaw or its predecessors and not paid by the due date.

~~3.2 (1) In consideration of the COVID-19 Pandemic in 2020, outstanding balances not paid by the due date shall not be assessed the late payment penalty for the 2nd, 3rd and 4th Quarters. The penalty charges will resume in 2021.~~

3.3 The costs, rates, charges, fees and/or penalties required to be paid by this Bylaw shall form a charge against the parcel serviced, and if such costs, rates, charges, fees and/or penalties are unpaid on December 31st of the year in which they become payable, they shall be entered by the Regional District's Collector in the Collector's Roll next prepared, and transferred to the tax roll in the next succeeding year as arrears of taxes against the parcel from which they arose, and such amount may be recovered with interest at such rate as may be authorized from time to time by the Local Government Act, in like manner as municipal taxes. Payments must be received by December 15th to ensure adequate processing time at year end.

SCHEDULE "D"

PROTOCOL FOR DISPOSAL OF TREATED BIOMEDICAL WASTE

Treated Biomedical Wastes are permitted for disposal at the *Landfill* subject to the following provisions.

1. Small Generators of Biomedical Waste – Small generators of needles and sharps (e.g. home, medical, dental, veterinary, or pharmacy) who are using or collecting syringes and sharps must disinfect the needles and sharps and dispose into garbage in a rigid container. The containers must be autoclaved or contain industrial strength bleach (11%) for disinfecting or certified disinfected by another method prior to disposal at the *Landfill* or certified through an authorized waste disposal contractor.

Syringes that were used for withdrawing blood, other sharps and non-treated biomedical waste must be autoclaved prior to disposal at the *Landfill* or through an authorized waste disposal contractor.

2. Large Generators of Biomedical Waste – Large generators of needles, sharps and other non-treated biomedical waste (e.g. hospitals) are required to autoclave prior to disposal at the *Landfill* or through an authorized waste disposal contractor.
3. Home Use – Sharps for disposal from home should be returned to the place of purchase, or disposed in accordance with Protocol #1 (Small Generators of Biomedical Waste) above.

APPROVED MANAGEMENT OF BIOMEDICAL WASTE DISPOSAL	
WASTE TYPE	LANDFILL DISPOSAL CRITERIA
Human Anatomical	A
Micro-biology (laboratory)	B ¹
Human Blood and Body Fluid	B ¹
Waste Sharps	B ¹
Animal	C

Legend:

A – Not Acceptable

B – Regulatory Approved or Additional Treatment Required

C – Acceptable only to the extent permitted under the *Landfill* Operating Certificate, issued by the Province of British Columbia, and under the *Environmental Management Act* of British Columbia

Notes:

¹ Only accepted if waste first treated and/or decontaminated by an approved treatment process.

SCHEDULE "E"

**LANDFILL AND TRANSFER STATION AND REGIONAL DISTRICT CONTROLLED
RECYCLING DEPOT SITE REGULATIONS****1.0 No person shall:**

- a) Deposit *Recyclable Materials* any place other than that designated for such deposit, and not ~~at the active face of the Landfill or~~ in the transfer bins intended for disposal;
- b) Deposit *Garbage* or *Recyclable Materials* at ~~a the Landfill or~~ Transfer Station or Recycling Depot in a manner or in a location contrary to the written or verbal direction of the *Site Designate*;
- c) Remove, alter, or deface any sign placed or erected at ~~the Landfill or a~~ Transfer Station or Recycling Depot;
- d) Ignite or cause to be ignited fires at ~~the Landfill or~~ Transfer Station or Recycling Depot;
- e) Loiter at the Transfer Station or Recycling Depot~~Landfill~~. All vehicles must proceed directly to the designated dumping area and leave the ~~Landfill or~~ Transfer Station or Recycling Depot immediately upon unloading;
- f) Drive a vehicle anywhere at ~~the Landfill or~~ Transfer Station or Recycling Depot except on designated roads or driveways;
- g) Deposit *Garbage* or *Recyclable Materials* at ~~the Landfill or~~ Transfer Station without first having the *Garbage* or *Mandatory Recyclables Material* checked by the *Site Designate* for the purpose of determining compliance with this bylaw and ~~weighed on the scale to assessed~~ the applicable fee; or
- h) Remove deposited *Garbage* or *Recyclable Materials* from the ~~Landfill or~~ Transfer Station or Recycling Depot without the express written permission of the *Regional District*.

2.0 SAFETY

- 2.1 Any person entering ~~the Landfill or~~ Transfer Station or Recycling Depot, does so at his or her own risk. The *Regional District* accepts no responsibility or liability for damage or injury to person or to property.
- 2.2 Children under sixteen (16) years shall remain under the supervision of an adult at all times while at the ~~Landfill or~~ Transfer Station or Recycling Depot, and may be requested to remain inside a vehicle for safety reasons.
- 2.3 Pets must remain in a vehicle at all times while at the ~~Landfill or~~ Transfer Station or Recycling Depot.
- 2.4 Smoking is not permitted within the boundaries of the ~~Landfill or~~ Transfer Station

or Recycling Depot.

- 2.5** Vehicles shall not exceed posted speed limits while at the ~~Landfill or Transfer~~ Station or Recycling Depot.