



TOWN OF GOLDEN

**Waste Management and Collection Services Bylaw**

Bylaw No. 1496, 2025

TOWN OF GOLDEN

BYLAW NUMBER 1496, 2025

WASTE MANAGEMENT AND COLLECTION SERVICES BYLAW

This Bylaw provides for the establishment of a service and fees for residential waste and recycling collection, and for municipal-facility commercial and local-area-service commercial waste collection. It also provides regulations for the storage, curbside collection, and disposal of residential waste and approved recycling, and for the storage, collection and disposal of municipal-facility commercial and local-area-service commercial waste, pursuant to the *Community Charter, Sections 8(2) and 64(d)*.

Pursuant to the *Community Charter* and the *Local Government Act*, the Council of the Town of Golden, in open meeting assembled, **HEREBY ENACTS AS FOLLOWS:**

**1. CITATION**

1.1 This Bylaw may be cited for all purposes as “Bylaw No. 1496 2025 Town of Golden Waste Management and Collection Services.”

**2. DEFINITIONS AND INTERPRETATIONS**

2.1 In this Bylaw:

“**Animal**” means any animal that is normally domesticated including but not limited to dogs and cats and birds and any mammals not normally domesticated including but not limited to bears, cougars, coyotes, wolves, foxes, raccoons and skunks.

“**Animal Resistant Container**” means a fully enclosed receptacle with a sturdy, tight-fitting lid. Hinges and latches for lids and bag removal are sufficiently strong and constructed in a manner that they cannot be pried open by jaws or claws. Container material is sufficiently strong to prevent wildlife chewing, battering or crushing the container. The bin is sufficiently stable or capable of being anchored to prevent tipping by large animals.

“**Attractant**” means any substance which could reasonably be expected to attract Animals or does attract Animals including but not limited to domestic garbage, kitchen waste, food products, pet food, bird feed, compost, diapers, grease, game meat, fruit, honey, salt, oil, antifreeze, and other petroleum products and chemicals.

“**Business Premises**” means and shall include all commercial, industrial, institutional, and otherwise occupied premises.

“**Charge**” means the amount payable to the Town of Golden by a Person who contravenes a provision of this bylaw.

“**Commercial**” means any individual premise such as a warehouse, factory, service station or garage; commercial premises such as retail stores, retail trade and services,

wholesale trade, and industrial services; tourist accommodations and resorts, office buildings, bake shops, restaurants; institutional premises such as hospitals and schools.

**“Commercial Container”** means a waste receptacle owned, leased, or rented by institutions, businesses, strata developments, apartment buildings, mobile home parks, and for special events, or otherwise provided by the Town of Golden for Local Service Area purposes, constructed of non-corrosive durable metal, equipped with latching doors, and able to be mechanically emptied only. For the purposes of this bylaw, a Commercial Container must also be an Animal Resistant Container or sufficiently enclosed to prevent animal incursion.

**“Condemned Container”** means any Container as defined in this bylaw that has been physically compromised to the extent that in the judgment of the Waste Collector, it does not meet standards for Container definition, safety, security, efficiency, or in any other way the spirit and intent of this bylaw.

**“Construction Container”** means a waste receptacle typically utilized by the construction industry made of non-corrosive durable metal, able to be mechanically emptied, and not Animal Resistant.

**“Container”** means a waste receptacle owned by the Town of Golden and utilized by a Resident as required for waste collection and curbside recycling services. Customer provided containers are prohibited.

**“Council”** means the duly elected Council of the Town of Golden.

**“Domestic Waste”** means domestic garbage, wrappers, non recyclable packaging, kitchen waste, food products, pet food, bird Feed, compost, noxious weeds, diapers, grease, game meat, fruit; combustibles such as leather, wood scraps, and non-recyclable paper; non-combustibles, such as crockery, unmarketable glass, dirt, ashes from fireplaces and solid fuel burning appliances; un-usable construction and demolition refuse, non-metal pipe and unrecyclable plastics; non locally recyclable empty household product containers, and accumulations of animal, fruit or vegetable matter that attends the use and preparation of meat, fish, fowl, fruits or vegetables.

**“Enclosure”** means a fully enclosed structure in good repair consisting of walls, roof and door(s) of sufficient design and strength so as to be capable of being securely latched to prevent access by animals.

**“Enforcement Officer”** means any designated Peace Officer including a conservation officer, bylaw enforcement officer, recycling and waste reduction officer, Animal or Wildlife awareness consultant, Fire Inspector, or other compliance and enforcement officer as designated by the Town of Golden.

**“Fee”** means the payable amount by each Resident for Residential Domestic Waste Collection and Curbside Recycling Services, and Business Premises in the case of a Local Area Service including the cost for associated permits.

**“Ignitable Waste”** means substances liable to spontaneous combustion or substances that on contact with water emit flammable gases having the properties of flammable gas, flammable liquid, or flammable solids and as defined in the *Hazardous Waste Regulation*.

**“Landfill”** means the Refuse Disposal Facility described as Legal Subdivision 12, of Section 18, Township 27, Range 21, W5M or other sites owned and operated by the Columbia Shuswap Regional District in Area ‘A’ of the said Regional District.

**“Local Area Service”** means a waste management and collection service provided or caused by the Town of Golden within a defined geographic area established by authority of ss. 213 and 214 of the *Community Charter*.

**“Local Service Area”** means the geographic area as defined by meets and bounds or map as included within this bylaw within which a Local Area Service is established.

**“Multiple Residential Dwelling”** means a building or buildings containing at least five Residential Dwelling’s on a parcel, which may or may not have direct access to each unit and includes row housing, cluster housing, townhouses, apartments or condominium uses.

**“Owner”** means the registered owner as defined in the *Land Title Act* and shall also be synonymous with a strata corporation or Multiple Residential Building owner.

**“Paper and Cardboard”** means material as defined in Schedule 5 of the Recycling Regulation and includes materials listed in the “Paper” and “Paper Packaging and Cardboard” categories of Recycle BC’s Materials List available here: <https://recyclebc.ca/what-can-i-recycle/>.

**“Parcel”** means any lot, block or other area in which real property is held by a Resident or Owner or into which it is subdivided, including bare land strata lots.

**“Person”** means person as defined in the *Interpretation Act* and for the purposes of this bylaw shall mean any owner, tenant, lessee, agent, occupier, employee or volunteer of a Commercial premise or Multiple Residential Building; responsible for a site used for construction, catering, filming or special events; and shall also be synonymous with Resident as defined in this bylaw.

**“Prohibited Waste”** means materials and products requiring disposal not otherwise defined in this bylaw that may or may not constitute a hazard under legislative definition. It also includes material from excavations, material from lot clearing or building construction, repairs, alterations, or maintenance, debris from any building or part thereof removed or damaged or destroyed by fire or any other cause, material from any manufacturing processes, condemned or contaminated matter from any premises and any similar material other than human or animal excrement.

It also includes but is not limited to:

- a. Hazardous Waste,
- b. Ignitable Waste,
- c. Biomedical Waste,
- d. Radioactive Waste,
- e. Reactive Waste,
- f. Yard Waste,
- g. Liquids and sludge,
- h. PCB's and pesticide products,
- i. Discarded furniture or other household equipment,
- j. Paint,
- k. Discarded or abandoned vehicles or farm equipment or parts thereof,
- l. Scrap metal,
- m. Tires,
- n. Used, oil filters, waste oil or petroleum products,
- o. Lead acid batteries,
- p. Propane tanks,
- q. Hot or unwrapped ashes,
- r. Animal carcasses,
- s. Stones, sand, and rocks,
- t. Concrete and asphalt,
- u. Waste that is on fire or smouldering,
- v. Unwrapped Sharps,
- w. Electronics and electrical products, including batteries,
- x. Animal excrement not contained in a separately sealed container,
- y. Waxed paper; carbon paper; and other paper, which is impregnated with blood, grease, oil, chemicals, food residue or have a polyethylene, polystyrene, foil or other non-paper liner or attachment or are contaminated with a material which will render the paper or cardboard unrecyclable.

**“Radioactive Waste”** means waste containing a prescribed substance as defined in the *Atomic Energy Control Act (Canada)* in sufficient quantity or concentration to require a license for possession or use under that Act and regulations made under that Act.

**“Reactive Waste”** means waste that:

- a. is an explosive substance as defined by Class 1 of the federal dangerous goods regulations,
- b. is an oxidizing substance as defined by Class 5 of the federal dangerous goods regulations,
- c. is normally unstable and readily undergoes violent change without detonating,
- d. reacts violently with water or air,
- e. forms potentially explosive mixtures with water,
- f. when mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment,

- g. is a cyanide or sulphide bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment,
- h. is capable of detonation or explosive reaction if it is subject to a strong initiating source or if heated under confinement,
- i. is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure, or
- j. polymerizes in whole or in part by chemical action and causes damage by generating heat or increasing in volume,

and as defined in the *Hazardous Waste Regulation*.

**“Recyclable Waste”** means material as defined in Schedule 5 of the Recycling Regulation and includes material or product on Recycle BC’s list of accepted materials which is incorporated herein by reference and available here: <https://recyclebc.ca/what-can-i-recycle/>.

**“Resident”** means and shall include the Owner, Tenant, Lessee, Agent, Occupier or any other person who enjoys the sole right of entry to and control of any Residential Dwelling to which this bylaw applies. If approved by the Town to receive the Residential Waste Collection Service, an Owner shall become a Resident.

**“Residential Dwelling”** means a building containing up to a maximum of four dwelling units, each of which has direct access and is occupied or intended to be occupied as the permanent home of at least one family, with the number of kitchens in the building determining the number of dwellings in the building.

**“Waste Collection Service”** means the service provided by the Town of Golden described in this bylaw including but not limited to the collection and disposition of Domestic Waste and Recyclable Waste produced and placed by Residents in Containers for scheduled removal from their frontage.

**“Waste”** means the collective equivalent of all Waste’s as defined in this bylaw.

**“Waste Collection Day”** means that recurring day of the week prescribed for a given residential location when the Waste Collector is typically scheduled to empty the Containers of Residents.

**“Waste Collector”** means the person appointed by the Council and any person delegated to assist them in carrying out their duties under this bylaw.

**“Wildlife”** means a bear, cougar, coyote, wolf, skunk, raccoon, raven or crow.

**“Yard Waste”** means organic debris produced by the properties of Residents, including but not limited to grass clippings, leaves, tree cones, tree branches, shrubs, bushes, and parts thereof, wood stumps, and soil.

### 3. GENERAL CONDITIONS

- 3.1 No Person within the Town of Golden shall dispose of any Waste except in accordance with the provisions of this Bylaw or by direct authorization by the Town of Golden.
- 3.2 Notwithstanding s. 3.1, any Person may dispose of Yard Waste on their Parcel in such a manner that enables organic composting provided that such disposal does not constitute an Attractant, nor contravene any other Bylaw of the Town of Golden.
- 3.3 No Person shall store, handle or dispose of Waste and Attractants in such a way that they are accessible to Animals.
- 3.4 No Person shall feed or attempt to feed Wildlife or deposit Waste and Attractants in a place or manner that attracts Wildlife.
- 3.5 Every Person shall ensure that fruit fallen from a tree or bush upon the real property in their charge is removed from the ground and if stored outdoors, only within either an Animal Resistant Container or within an Enclosure.
- 3.6 Every Person shall ensure that any refrigerator, freezer or similar appliance, device or apparatus that contains food or Attractants, is located and equipped in such a manner that it is inaccessible to Animals.
- 3.7 Every Person shall ensure that 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 that the area below any bird feeding devices or activity is kept free of accumulations of seeds and similar Attractants.
- 3.8 Every Person must ensure that barbecue equipment and tools that remain out of doors must be clean and free of residual food or grease.
- 3.9 No Person shall fail to take remedial action to avoid Waste caused contact or conflict with Animals after being advised by an Enforcement Officer such action is necessary.
- 3.10 No Person shall deposit or use Waste for lot filling or leveling purposes.
- 3.11 No person shall allow Waste of any kind whatsoever to leak, spill, blow or drop from any vehicle or Container onto any street or public boulevard within the Town.
- 3.12 No Person shall place or cause to be placed any Waste upon any street or public land other than in accordance with the Waste Collection Service conditions or Commercial Waste Management provisions.

3.13 No person shall dispose of Waste into a Container belonging to another person unless given the authority to do so by the owner or occupier of the premises.

3.14 No Person shall open any Container belonging to another person, add anything thereto or in any way disturb or tamper with the contents thereof, nor shall any Person handle, interfere with, disturb or tamper with any Container placed for collection other than the Waste Collector or an Enforcement Officer.

3.15 Nothing contained in this bylaw shall be construed as to prevent any Person from the Town from hauling their own Waste to the Landfill or centralized recycling facility.

#### **4. WASTE COLLECTION SERVICE**

##### **Duties of the Town**

4.1 The Town hereby establishes a Waste Collection Service with commensurate public regulations and billing procedures.

4.2 The Waste Collection Service shall include but may not be limited to the systematic emptying of Containers upon a regularly scheduled Waste Collection Day placed by Residents upon their Parcel frontage, providing that the frequency of the Waste Collection Day is subject to change from time to time due to statutory holidays or other factors as determined by the Town.

4.3 The Town shall supply every Parcel with one (1) Container for use by Residents for Domestic Waste and one (1) Container for Recyclable Waste, both of which are and remain the property of the Town.

4.4 Upon application approval, the Town may supply a Resident with a maximum of one (1) additional Domestic Waste Container and one (1) additional Recyclable Waste Container provided that an additional annual, non-refundable Fee shall apply.

4.5 The Town shall replace a Condemned Container issued to a Resident subject to ss.7.4 through 7.6.

4.6 Despite any other provisions in this Bylaw where the Town considers that a Parcel cannot be safely or efficiently provided Waste Collection Service and, upon notice to the Resident, the Parcel is not permitted or required to receive the Waste Collection Service either permanently or for a temporary period as authorized by the Town.

##### **Duties of the Resident**

4.7 Every Resident within the Town is subject to and must use the Waste Collection Service and shall pay the annual Fees applicable as set out in Schedule "A."

4.8 Every Resident shall use only the Containers supplied by the Town for the Waste Collection Service and exercise all reasonable diligence to properly store and maintain all supplied Containers in a locked condition as applicable.

4.9 Every Resident shall ensure any Container supplied by the Town permanently remains on the Parcel to which it was issued unless authorized by the Town.

4.10 On their Waste Collection Day, each Resident requiring service shall:

- a. Place an unlocked Container(s) for collection upon their frontage in a location that easily identifies the Container(s) as belonging to the Resident, is clearly visible to the Waste Collector, as close as possible to the travelled portion of an adjacent street, level with the surface of the lane, but not on a sidewalk or in such a location as to interfere with or impede vehicular or pedestrian traffic.
- b. Place a Container(s) for collection no earlier than 5:00 a.m. and no later than 8:00 a.m. on each Waste Collection Day.
- c. Relock and remove their Container from the property frontage to a site not visible from the frontage within 24 hours of it being emptied by the Waste Collector.

4.11 On their Waste Collection Day, each Resident requiring service shall not:

- a. Place more than one (1) Container each for Domestic Waste and Recyclable Waste for Waste Collector pick-up unless otherwise authorized by the Town of Golden to do so.
- b. Place Waste for Waste Collector pick-up unless inside a fully closed Container. Placing a Container that is not fully closed will result in the Container not being emptied by the Waste Collector.
- c. Place a Condemned Container.
- d. Place a Container that is not unlocked and not fully closed.
- e. Place Recyclable Waste that is not clean and dry into a Container.
- f. Place any other Waste other than Domestic Waste or Recyclable Waste into a Container to be collected.
- g. Place Domestic Waste into a Recyclable Waste Container or vice versa.

## **5. COMMERCIAL WASTE AND MULTIPLE RESIDENTIAL CONDITIONS**

5.1 Any Person responsible for a Multiple Residential Dwelling must ensure a Commercial Container is located and accessible on-site.

5.2 Notwithstanding s.5.1 any Owner of a Parcel representing a Multiple Residential Dwelling may make application for consideration of inclusion in the Waste Collection Service by the Town and the Waste Collector.

5.3 Without limiting any other provisions in this bylaw, any Person responsible for a site that is used for catering, special events or filming must ensure a Commercial Container is located and accessible on-site.

- 5.4 Construction sites may utilize a Construction Container provided that no Domestic Waste shall be deposited within it.
- 5.5 Any Person responsible for generating grease from commercial food production must ensure that the grease is contained within an Animal Resistant Container.
- 5.6 Any person responsible for a Commercial Container must ensure it is securely closed at all times and no Waste shall otherwise be stored outside, adjacent to, or upon the exterior of the Business Premises.
- 5.7 Any Person responsible for a tourist accommodation building shall provide for Waste management in the form of either storage within the building, within a Commercial Container, or within an Enclosure.
- 5.8 Business Premises excepting those within the Local Service Area depicted on the map attached as a part of Schedule 'B' to this bylaw shall be required to make their own arrangements for the collection and disposal of their Waste and in so doing shall be governed by the provisions of this bylaw and the *Health Act* and Regulations.
- 5.9 Business Premises within the Local Service Area described in Schedule 'B' of this bylaw shall dispose of all Waste in designated Commercial Containers provided by the Town of Golden located as described on the map in Schedule 'B' of this bylaw.
- 5.10 Any Enclosure damaged or otherwise physically compromised to the extent that it can no longer prohibit Animal entry must be repaired by the Person responsible within 10 business days of the damage occurring.

## **6. FEES AND CHARGES**

- 6.1 Annual Fees applicable under this Bylaw for Residents shall form a component of the water and sewer utility billings for the applicable calendar year and are set out forthwith in Schedule 'A'. Annual Fees applicable under this Bylaw for Business Premises within the Local Service Area shall form a component of the quarterly utility billings for such premises and are set out forthwith in Schedule 'B'.
- 6.2 A Person shall be deemed to have received notification of Fees if said notification was mailed to the address maintained in the Town's utility invoicing system, and no Person shall be discharged or relieved from liability in respect of such Fees or from penalties attached to non-payment hereby imposed by reason of non-receipt of any statement of account thereof.
- 6.3 If Waste Collection Service to a Resident is initiated before the fifteenth (15<sup>th</sup>) day of a month, the full monthly Fee will be Charged for that month; if made after the fifteenth (15<sup>th</sup>) day of a month, the Fee will be one-half (1/2) of the monthly Fee for that month.

- 6.4 If Waste Collection Service to a Resident is terminated before the fifteenth (15th) day of a month, the Fee will be one-half (1/2) of the monthly Fee for that month; if made after the fifteenth (15th) day of a month, the full monthly Fee will be Charged for that month.
- 6.5 A Person shall be deemed to have received notification of Charges if said notification was mailed or otherwise delivered via attached notice to the Container belonging to the address maintained in the Town's utility invoicing system, and no Person shall be discharged or relieved from liability in respect of such Charges or from penalties attached to non-payment hereby imposed by reason of non-receipt of any statement of account thereof.
- 6.6 Resident Fees and Charges on the annual utility bill remaining unpaid in the utility system after December 31<sup>st</sup> in each calendar year shall be deemed to be taxes in arrears in respect of the property and shall be forthwith entered on the real property tax roll as taxes in arrears, having also been subject to a daily interest service charge of 1% per month.
- 6.7 All accounts shall be rendered to the owner of lands and premises to which the Waste Collection Service is being provided on the basis that every tenant or occupier of said lands or premises shall be jointly liable with the owner for the same.
- 6.8 Upon application for a Building Permit to construct or locate a Residential Dwelling the applicant shall prepay the pro-rated Waste Collection Service Fee for the remaining portion of the year, calculated from the date of Occupancy Permit issuance.

## **7. ENFORCEMENT AND IMPLEMENTATION PROVISIONS**

- 7.1 Every person who violates any provision of this bylaw, or who suffers or permits any act or thing to be done in contravention of or in violation of any of the provisions of this bylaw, or who neglects to do, or refrains from doing anything required to be done by any of the provisions of this bylaw, commits an offence, and each day that a violation continues constitutes a separate offence.
- 7.2 Upon conviction of an offence under this bylaw, a person is liable to pay:
- a. A fine of not less than \$1,000 and not more than \$50,000 if proceedings are brought under the *Offence Act*; or
  - b. The fine imposed for that offence as set out in the "*Town of Golden Municipal Ticket Information Utilization Bylaw No. 1035*" or "*Town of Golden Bylaw Notice Adjudication System Bylaw No. 1475, 2022.*"
- 7.3 Every Resident within the Town shall be entitled to have their Domestic Waste and Recyclable Waste collected and disposed of by the Waste Collector, except where a Resident commits an offence against this bylaw.

- 7.4 A Resident possessing or placing a Condemned Container caused so by the Resident other than by normal wear and tear shall be supplied with a new Container and assessed a full replacement Fee.
- 7.5 A Resident possessing or placing a Condemned Container caused by normal wear and tear shall be supplied with a new Container at no additional Fee.
- 7.6 A Condemned Container placed by a Resident may be disposed of by the Waste Collector upon notice served.
- 7.7 The suspension of Waste Collection Services to any Resident shall not relieve the Resident's responsibilities under this bylaw.
- 7.8 Violation of ss. 4.7 through 4.11 may result in suspension of Waste Collection Services, notice served explaining the suspension, and Charges rendered.
- 7.9 Nothing herein contained shall prevent the Town from taking such other lawful action as is necessary to prevent or remedy any violation.

## **8. SCHEDULES**

- 8.1 The following Schedules are attached and form part of this Bylaw:
- a. Schedule "A" – Resident Fees.
  - b. Schedule "B" – Local Area Service Terms and Fees.
  - c. Schedule "C" – Penalties for Bylaw Contravention.

## **9. AMENDMENTS TO OTHER BYLAWS**

- 9.1 On adoption of this Bylaw, the Town of Golden Bylaw Notice and Adjudication System Bylaw No. 1475, 2022 (the "Bylaw Adjudication Bylaw"), as amended from time to time, is hereby amended by replacing the Schedule attached to this Bylaw as Schedule "C" as the new Schedule "J" in the Bylaw Adjudication Bylaw.

## **10. SEVERABILITY**

- 10.1 Unless otherwise provided in this bylaw, words and phrases used herein have the same meanings as in the *Community Charter* as the context and circumstances may require. A reference to a statute in this bylaw refers to a statute of the Province of British Columbia and a reference to any statute, regulation, bylaw or other enactment refers to that enactment as it may be amended or replaced from time to time. In the event that this bylaw is inconsistent with the *Community Charter* or other governing statute, the statute prevails. If any portion of this bylaw is found invalid by a decision of a Court of competent jurisdiction, the invalid portion is severed without effect on the remaining portions of the bylaw.

**11. REPEAL**

11.1 The following bylaws and any amendments thereto, are hereby repealed in their entirety:

*Waste Management and Collection Services Bylaw Number 1458, 2021* and all amendments thereto are repealed upon adoption of this bylaw.

READ A FIRST TIME THIS            7<sup>th</sup>            DAY OF            JANUARY, 2025

READ A SECOND TIME THIS        7<sup>th</sup>            DAY OF            JANUARY, 2025

READ A THIRD TIME THIS         7<sup>th</sup>            DAY OF            JANUARY, 2025

ADOPTED THIS                        21<sup>st</sup>          DAY OF            JANUARY 2025

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

**TOWN OF GOLDEN**

**BYLAW NUMBER 1496, 2025**

**WASTE MANAGEMENT AND COLLECTION SERVICES BYLAW**

**SCHEDULE 'A' – Resident Fees**

**1. RESIDENT FEES FOR WASTE COLLECTION SERVICES 2025-2027**

- a. For each Parcel supplied with 1 Container for Domestic Waste and 1 Container for Recyclable Waste the following Base Fees shall apply:

<b>Year</b>	<b>Service</b>	<b>Annual Base Fee</b>	<b>Combined Annual Base Fee</b>
2025	Domestic Waste	\$107.14	\$127.50
	Recyclable Waste	\$20.35	
2026	Domestic Waste	\$110.37	\$133.79
	Recyclable Waste	\$23.42	
2027	Domestic Waste	\$113.61	\$140.10
	Recyclable Waste	\$26.49	

- b. The same Base Fees shall be again applied to any Parcel having an additional Domestic Waste or Recyclable Waste Container (by permit only).
- c. The Combined Annual Base Fee has been calculated by applying:
- i. The cost of the Waste Collection Service for Residents as provided by a third-party contractor, including a contingency for fuel levy surcharges.
  - ii. An administrative charge of 5% of the Waste Collection Service fee.
  - iii. CSRD Tipping fees based on the prior year tonnage quantities, applied as 80% of total cost for Municipal Solid Waste associated to Residential Waste (municipal facility large-bin service volume represents 20% of the total tipping volume).
  - iii. Residential recycling credits for the Recycle BC single-stream curbside service and administration of the recycling service.
  - iv. An annual contribution to the *Equipment Operating Reserve Fund* for future container purchases.
- d. Replacement Fee for a Condemned Domestic Waste Container: \$235.00.
- e. Replacement Fee for a Condemned Recyclable Waste Container: \$130.00.

TOWN OF GOLDEN

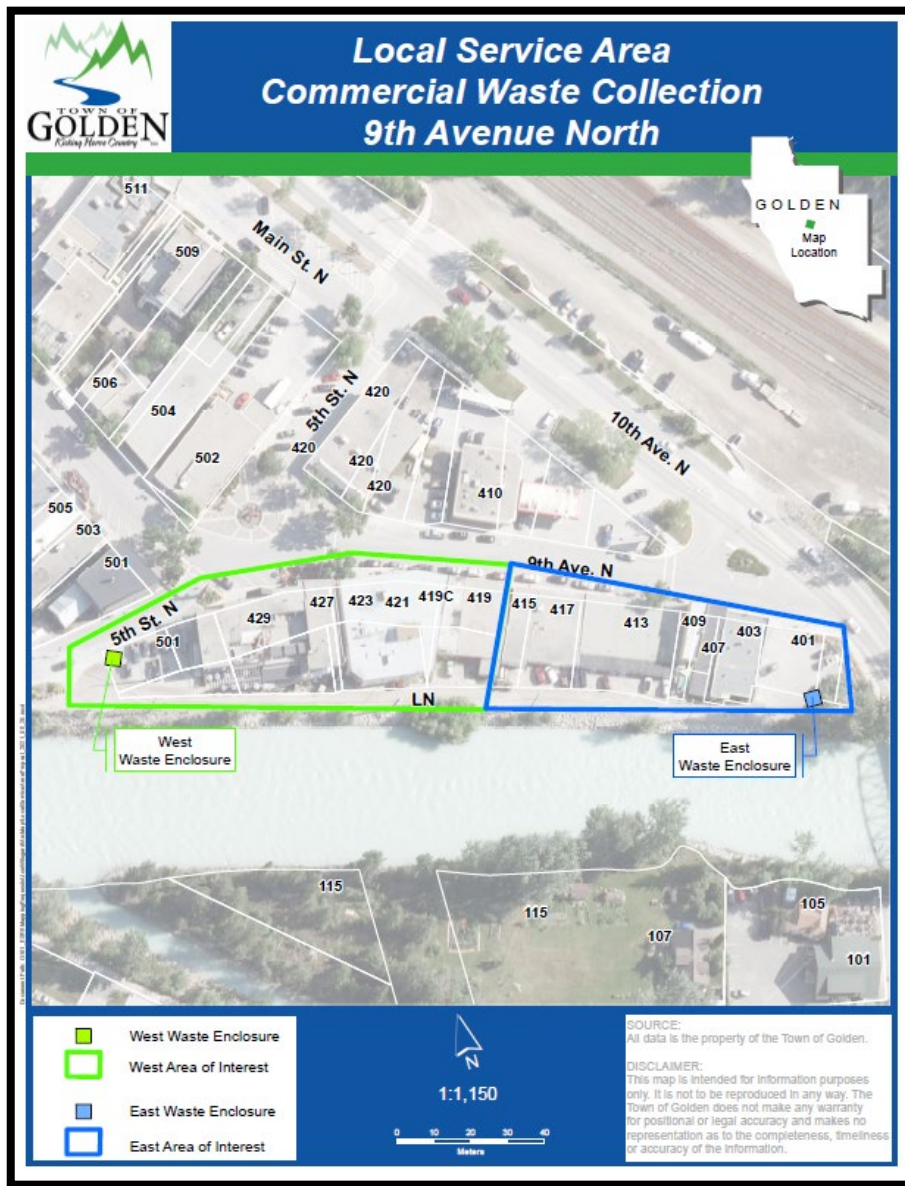
BYLAW NUMBER 1496, 2025

WASTE MANAGEMENT AND COLLECTION SERVICES BYLAW

SCHEDULE 'B' – Local Area Service Terms and Fees

1.0 MAP

1.1 The map below describes the meets and bounds of the Local Service Area established in this Bylaw following process per Sections 213 and 214 of the *Community Charter*.



## **2.0 TERMS AND CONDITIONS OF LOCAL AREA SERVICE**

- 2.1 The Town of Golden will manage the collection of Waste from and the maintenance of the East and West Waste Enclosures.
- 2.2 Civic addresses 403, 407, 409, 413, 415 and 417 shall be entitled to deposit Business Premises Waste on an as-needed basis into a 4 yard Commercial Container (East Waste Enclosure) designated on the Map and serviced at a frequency deemed necessary.
- 2.3 Civic addresses 419, 419C, 421, 423, 427, and 429 shall be entitled to deposit Business Premises Waste on an as-needed basis into a 4 yard Commercial Container (West Waste Enclosure) designated on the Map and serviced as necessary.
- 2.4 For this service, the ownership of parcels associated with these addresses shall be levied Fees on a quarterly basis calculated as:
  - a. Recovering the cost of third-party services for management of the Commercial Container assigned for their use.
  - b. Applying a 5% administration fee.
  - c. Applying a proportional rate amongst other parcels associated with the Commercial Container based on agreement between the Town and parcel owners with the Town of Golden holding final authority on such rates.
- 2.5 The West Waste Enclosure includes space for a cardboard Recycling Container. Implementation will be at the request of parcel owners with Fees applied per sec. 2.4 above amongst those parcel owners/Business Premises using the service.
- 2.6 Fees are subject to change without notice based upon third party service provider rates and changes to service frequency as deemed necessary on the authority of the Town of Golden.
- 2.7 Nothing in this bylaw prevents a Business Premise or parcel owner within the Local Service Area from disposing of Commercial Waste in an approved manner at a regional district managed facility; however, the terms and conditions of the Local Area Service shall otherwise be compulsory.

**TOWN OF GOLDEN**

**BYLAW NUMBER 1496, 2025**

**WASTE MANAGEMENT AND COLLECTION SERVICES BYLAW**

**SCHEDULE 'C' – Penalties for Bylaw Contravention**

Section	Bylaw Contravention	A1	A2	A3
		Penalty	Payment within 14 days	Payment after 28 days
<b>3</b>	<b>General Conditions</b>			
3.1	Deposit waste without permission	\$100.00	\$80.00	\$120.00
3.2	Composting attracts wildlife	\$100.00	\$80.00	\$120.00
3.3	Waste attracts wildlife	\$100.00	\$80.00	\$120.00
3.4	Feed wildlife	\$100.00	\$80.00	\$120.00
3.5	Removal / Storage of fruit	\$100.00	\$80.00	\$120.00
3.6	Food container accessible to animals	\$100.00	\$80.00	\$120.00
3.7	Bird feeder accessible to wildlife	\$100.00	\$80.00	\$120.00
3.8	Dirty BBQ equipment	\$100.00	\$80.00	\$120.00
3.9	Fail to take action to avoid conflict	\$100.00	\$80.00	\$120.00
3.10	Used waste for lot filling purposes	\$100.00	\$80.00	\$120.00
3.11	Littering onto any street or public boulevard	\$100.00	\$80.00	\$120.00
3.12	Violating collection conditions	\$100.00	\$80.00	\$120.00
3.13	Used another person's waste container	\$100.00	\$80.00	\$120.00
3.14	Tampered with waste container	\$100.00	\$80.00	\$120.00
<b>4</b>	<b>Waste Collection Service</b>			
4.7	Fail to pay fees	\$100.00	\$80.00	\$120.00
4.8	Fail to maintain waste containers	\$50.00	\$30.00	\$70.00
4.9	Waste container not on property	\$50.00	\$30.00	\$70.00
4.10	(a) Waste container impeding traffic	\$50.00	\$30.00	\$70.00
4.10	(b) Waste collection outside hours (1 <sup>st</sup> offence)	\$50.00	\$30.00	\$70.00
4.10	(b) Waste collection outside hours (2 <sup>nd</sup> offence)	\$70.00	\$50.00	\$90.00
4.10	(b) Waste collection outside hours (3 <sup>rd</sup> offence)	\$90.00	\$70.00	\$110.00

4.10	(c)	Fail to remove container (1 <sup>st</sup> offence)	\$50.00	\$30.00	\$70.00
4.10	(c)	Fail to remove container (2 <sup>nd</sup> offence)	\$70.00	\$50.00	\$90.00
4.10	(c)	Fail to remove container (3 <sup>rd</sup> offence)	\$90.00	\$70.00	\$110.00
4.11	(a)	More than one waste container	\$50.00	\$30.00	\$70.00
4.11	(b)	Waste not inside fully closed container (1 <sup>st</sup> offence)	\$50.00	\$30.00	\$70.00
4.11	(b)	Waste not inside fully closed container (2 <sup>nd</sup> offence)	\$70.00	\$50.00	\$90.00
4.11	(b)	Waste not inside fully closed container (3 <sup>rd</sup> offence)	\$90.00	\$70.00	\$110.00
4.11	(c)	Condemned container	\$50.00	\$30.00	\$70.00
4.11	(d)	Container not fully closed	\$200.00	\$180.00	\$220.00
4.11	(e)	Fail conditions for recyclable waste	\$50.00	\$30.00	\$70.00
4.11	(f)	Not permitted waste in recyclable bin	\$50.00	\$30.00	\$70.00
4.11	(g)	Waste in wrong container	\$50.00	\$30.00	\$70.00
<b>5</b>		<b>Commercial Waste &amp; Multi Res. Dwellings</b>			
5.1		Commercial container not onsite (multi residential)	\$50.00	\$30.00	\$70.00
5.3		Commercial container not on site (special event)	\$50.00	\$30.00	\$70.00
5.4		No domestic waste in construction container	\$50.00	\$30.00	\$70.00
5.5		Fail to contain grease (1 <sup>st</sup> offence)	\$100.00	\$80.00	\$120.00
5.5		Fail to contain grease (2 <sup>nd</sup> offence)	\$150.00	\$130.00	\$170.00
5.5		Fail to contain grease (3 <sup>rd</sup> offence)	\$200.00	\$180.00	\$220.00
5.6		Fail to secure Commercial container	\$50.00	\$30.00	\$70.00
5.7		Tourist accommodation violating requirements	\$50.00	\$30.00	\$70.00
5.8		Businesses violating requirements	\$50.00	\$30.00	\$70.00
5.10		Failure to repair within 10 days	\$50.00	\$30.00	\$70.00