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THE CORPORATION OF THE CITY OF GUELPH
[Office Consolidation]

By-law Number (2019)-20392

A By-law to provide for the management of waste within the City of Guelph, and to repeal By-law Numbers (2011)-19199 and (2012)-19498. **[Amended by By-laws (2019)-20423, (2021)-20562, (2022)-20702]**

WHEREAS Subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 authorizes a single-tier municipality to provide any service that the municipality considers necessary or desirable for the public;

AND WHEREAS the City considers the management of waste as necessary or desirable for the public;

AND WHEREAS Subsection 10(2), paragraph 7 of the *Municipal Act, 2001* authorizes a single-tier municipality to pass By-laws respecting services that the municipality is authorized to provide under Subsection 10(1);

AND WHEREAS Subsection 8(3), paragraphs (a) and (b) of the *Municipal Act, 2001* provide that a By-law under Section 10 respecting a matter may regulate or prohibit respecting the matter and may require persons to do things respecting the matter;

AND WHEREAS Section 127 of the *Municipal Act, 2001* further authorizes a local municipality to prohibit the depositing of refuse on land without the consent of the owner or Occupant of the land, and to define “refuse” for this purpose;

AND WHEREAS Section 128 of the *Municipal Act, 2001* authorizes a local municipality to prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or could become or cause public nuisances, and provides that the opinion of council, if arrived at in good faith, is not subject to review by any court;

AND WHEREAS City Council has determined that waste which is in such a condition that it can be blown in the wind, allows odour to escape, is likely to attract animals, including, but not limited to, insects or birds, or presents a health, safety or fire risk, is, or could become or cause a public nuisance;

AND WHEREAS Subsection 446(1) of the *Municipal Act, 2001* provides that if a municipality has the authority under a By-law to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense;

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THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF GUELPH ENACTS AS FOLLOWS:

INTERPRETATION

1. For the purposes of this By-law, the following terms shall have the corresponding meanings:
 - (a) **“By-law”** means, unless another by-law is specified, this by-law including any Schedules forming part of it, together with any amendments to this by-law or its Schedules;
 - (b) **“Cart”** means a wheeled Container of standardized colour, shape and size, provided by or approved by the Manager, and includes a Cart intended for Organics, a Cart intended for Recyclables and a Cart intended for Garbage;
 - (c) **“Certified Compostable Plastic Bag”** means a plastic bag that has been officially endorsed as compostable under a third party operated accredited certification program, in accordance with specified criteria, to the satisfaction of the Manager;
 - (d) **“City”** means The Corporation of the City of Guelph;
 - (e) **“City Waste Collection Service”** means the collection, removing or transporting of waste by or on behalf of the City, as described in this By-law;
 - (f) **“City Waste Collection Service Agreement”** means an agreement regarding waste collection between a Waste Generator or Property Owner and the City;
 - (g) **“City Waste Collector”** means a Person who, on behalf of the City, collects, removes, transports or disposes of waste;
 - (h) **“Clear Plastic Bag”** means a transparent and see-through plastic bag;
 - (i) **“Collection Point”** means that part of, or location near, a property which has been designated by the Manager for the setting out and collection of waste;
 - (j) **“Container”** means a container that can contain waste;
 - (k) **“Council”** means the municipal council of the City;
 - (l) **“Downtown Collection Area”** means the area delineated in Schedule “A” to this By-law;

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- (m) **“Dwelling Unit”** means a Dwelling Unit as defined in Section 3.1 of the Zoning By-law;
- (n) **“Front-end Bin”** means a Container capable of being emptied by a front-end loading collection vehicle and used for the storage and collection of Organics, Recyclables or Garbage;
- (o) **“Garbage”** means waste that is not compostable or reusable, and excludes Organics, Recyclables, Large Items and Non-collectable Waste;
- (p) **“Goods Exchange Day”** means a day, designated by the Manager, when Waste Generators occupying Dwelling Units may place usable, unwanted materials at Collection Points for removal by other members of the public;
- (q) **“IC&I Property”** means an industrial, commercial, and/or institutional property or an industrial, commercial, and/or institutional unit in a mixed use property;
- (r) **“Institutional Property”** means a whole building used for a public or non-profit purpose, including religious, charitable, or welfare, by an organization, foundation or society, and may include but is not limited to such uses as a place of worship or community centre;
- (s) **“Large Item”** means a large or heavy manufactured article such as a stove, refrigerator, furnace, bed spring, mattress, furniture, box, barrel, water tank, or the like, generated at a Dwelling Unit, but excludes any item which cannot be safely lifted, moved or loaded into a collection vehicle by only one or two people without any lifting apparatus, and any item that would not safely fit into a collection vehicle without disassembly;
- (t) **“Large Item Ticket”** means the permission obtained under the User Fees By-law for the collection of a Large Item;
- (u) **“Manager”** means the Divisional Manager of Solid Waste Resources of the City, or any successor position, or his or her designate;
- (v) **“Ministry of the Environment”** means the Ontario Ministry of the Environment, Conservation and Parks and any successor Ministry with responsibility for the environment, waste collection and waste disposal;
- (w) **“Multi-residential Property”** means a property, including, but not limited to, an apartment, row house, townhouse complex or condominium property, which contains six or more Dwelling Units;
- (x) **“Non-acceptable Waste”** means waste not acceptable for deposit at the Waste Resource Innovation Centre, as set out in Schedule “B” to this By-law;

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- (y) **“Non-collectable Waste”** means waste that is not collectable as part of the City Waste Collection Service, and includes Non-acceptable Waste and the items specified in Schedule “C” to this By-law;
- (z) **“Occupant”** means any Person apparently in occupation of property, or any portion thereof, or of a building or structure or any portion thereof;
- (aa) **“Officer”** means a By-law Enforcement Officer appointed by the City to enforce the provisions of this By-law, and a Police Officer of the Guelph Police Service;
- (bb) **“Organics”** means solid, readily compostable, non-hazardous waste derived from plants or animals, including carbon compounds, and includes the items specified in Schedule “D” to this By-law;
- (cc) **“Outdoor Waste Storage Receptacle”** means a Container in which waste is stored outdoors;
- (dd) **“Paper Bag”** means a bag constructed of easily decomposable paper;
- (ee) **“Person”** includes an individual, partnership or corporation;
- (ff) **“Pet Waste”** includes waste produced by pets, pet litter and pet bedding, whether separate or intermingled;
- (gg) **“Power of Entry By-law”** means By-law Number (2009)-18776;
- (hh) **“Private Waste Collection Service”** means the collection, removing or transporting of waste by or on behalf of a Person other than the City;
- (ii) **“Property Owner”** means the registered owner of property, including leased premises, and the owner’s agent, property manager, property developer or redeveloper, or any other Person having charge or control of the property;
- (jj) **“Property Standards By-law”** means By-law Number (2000)-16454;
- (kk) **“Public Lane”** means any lane designated by the Manager for use by collection vehicles;
- (ll) **“Recyclables”** means waste capable of being recycled, and includes the items specified in Schedule “E” to this By-law;
- (mm) **“Refuse”** means waste which appears to have been abandoned;
- (nn) **“Refuse Constituting a Public Nuisance”** means Refuse that is in such a condition that it can be blown in the wind, allows odour to escape, is likely to attract animals, including insects or birds, or presents a health, safety or fire risk;

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- (oo) **“Reusable Yard Waste Container”** means a durable Container, but not a Cart or Front-end Bin, capable of being reused to contain Yard Waste;
- (pp) **“School”** means a whole building used for a public or private purpose with grades ranging from junior kindergarten to grade 12;
- (qq) **“Sharp Object”** includes broken glass, a razor or other blade, sewing needle, clinical glass, knife, scissors, straight razor, screw, nail, axe, hatchet, lawn mower blade and the like;
- (rr) **“Single-use Container”** means a plastic bag, Certified Compostable Plastic Bag, or Paper Bag capable of containing waste, together with any material used to bind or tie the waste, intended to be disposed of along with the waste it contains;
- (ss) **“Small Mixed-Use Building”** means a building containing six or less units with at least one residential Dwelling Unit and at least one other non-residential use permitted by the Zoning By-law, where the residential portion of the building has an independent entrance from the outside;
- (tt) **“Source Separation Program”** means a program to facilitate the separation of Organics, Recyclables, Garbage, Special Collection Waste and Non-collectable Waste at the source of generation;
- (uu) **“Special Collection Waste”** means waste collected under a program designated by the City for the Collection of Large Items, Yard Waste, or other types of waste as designated by the Manager;
- (vv) **“Traffic By-law”** means By-law Number (2002)-17017;
- (ww) **“User Fees By-law”** means By-law Number (2017)-20231;
- (xx) **“Waste Collection Participant”** means a Waste Generator or Property Owner whose waste is collected under the City Waste Collection Service;
- (yy) **“Waste Generator”** means any Person who generates waste and includes a Property Owner and an Occupant;
- (zz) **“Waste Management Plan and Source Separation Commitment”** means a plan and commitment for separating waste, into Organics, Recyclables and Garbage;
- (aaa) **“Waste Management Plan for a Special Event”** means a plan for managing waste at a special event;
- (bbb) **“Waste Resource Innovation Centre”** means the facility operated by the City to receive, process and transfer waste from the public and commercial haulers, including a Public Drop-Off, a Transfer Station, a Material Recovery Facility, a Household Hazardous Waste Depot, and an Organic Waste Processing Facility;

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(ccc) **“Yard Waste”** includes leaves, brush, branches, tree limbs, hedge trimmings, woody plants including vines, rose bushes and the like; and

(ddd) **“Zoning By-law”** means By-law Number (1995)-14864.

2. In this By-law, words importing the singular number shall include the plural and vice versa and words importing one gender (masculine, feminine or neuter) shall import the other genders, unless the context requires otherwise.
3. If a court of competent jurisdiction declares any provision of this By-law to be invalid, illegal, unenforceable or of no force and effect, the remainder of this By-law shall continue in force and be applied and enforced in accordance with its terms to the fullest extent possible according to law.
4. Any reference herein to any statute, regulation, by-law or other law shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
5. This By-law shall not be interpreted as exempting any Person from the requirement to comply with any other City by-law. In the event of conflict between the provisions of this By-law and any other City by-law, the provisions which are more protective of the environment shall apply.
6. Notwithstanding any other provision of this By-law, this By-law shall not apply to the City, and the City shall not be interpreted as an Occupant, Person, Property Owner or Waste Generator pursuant to this By-law.
7. For greater certainty, this By-law applies only to property and waste located within the geographic limits of the City.

RESPONSIBILITIES OF WASTE GENERATORS AND PROPERTY OWNERS

General

8. Every Waste Generator on, and every Property Owner of, property located within the geographic limits of the City, shall comply with, and ensure compliance with, all provisions of this By-law applicable to the Waste Generator’s or Property Owner’s property.
9. Every Property Owner shall at all times keep the Property Owner’s property free and clear of Refuse Constituting a Public Nuisance.
10. Every Waste Generator on, and Property Owner of, a Small Mixed-Use Property or Institutional Property shall ensure that a Private Waste Collection Service is employed in respect of collecting waste generated on that property, unless such Waste Generator or Property Owner has submitted to the Manager a Waste Management Plan and Source Separation Commitment as set out in Schedule “M” and entered into a City Waste Collection Service Agreement – Small Mixed-Use Buildings and Institutional Properties in respect of the property as set out in Schedule “N” to this By-law.

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11. Every Property Owner of a leased property shall:
- (a) Designate, and identify to the Manager, an individual who shall be responsible for ensuring the management of Waste for such property; and
 - (b) Ensure that source separation instructions, provided by the Manager, are posted on such property.

Multi-residential Properties

12. Every Property Owner of a Multi-residential Property shall ensure that a Private Waste Collection Service is employed in respect of collecting waste generated on that property, unless such Property Owner has entered into a City Waste Collection Service Agreement in respect of the property.
13. Every Property Owner of a Multi-residential Property, shall, regardless of whether the property was designed to accommodate City Waste Collection Service or Private Waste Collection Service, submit a Waste Management Plan and Source Separation Commitment if and when:
- (a) The City has granted site plan approval for the property;
 - (b) The City has granted permission for construction of the multi-residential building on the property;
 - (c) The Property Owner wishes to apply for City Waste Collection Service for the property;
or
 - (d) The property is already receiving City Waste Collection Service, but no Waste Management Plan and Source Separation Commitment is in place.
14. Every Property Owner of a Multi-residential Property submitting a Waste Management Plan and Source Separation Commitment shall:
- (a) If a developer or redeveloper of a property, consider and apply the Waste Collection Guidelines for Multi-residential Developments, as set out in Schedule "F" to this By-law;
 - (b) If the property is a new Multi-residential Property, consider and apply the instructions and sample Waste Management Plan and Source Separation Commitment for Multi-residential Properties as set out in Schedule "G" to this By-law;
 - (c) If the property is already an existing Multi-residential property, consider and apply the Waste Management Plan and Source Separation Commitment for Existing Properties, as set out in Schedule "H" to this By-law;
 - (d) Submit all applicable information and material as required by the Manager; and
 - (e) The Waste Management Plan shall be approved by the Manager prior to building or permission to build being granted.

Outdoor Storage of Waste

15. Every Waste Generator and Property Owner shall, in respect of that Waste Generator's or Property Owner's property:
- (a) Ensure that any waste stored outdoors is stored in Outdoor Waste Storage Receptacles which:
 - (i) Are constructed of durable, non-porous, easily cleanable material,
 - (ii) Are closed with tight-fitting lids or covers,
 - (iii) Do not permit waste contained therein to become Refuse Constituting a Public Nuisance, and
 - (iv) Do not permit any liquid to escape, leak or spill; and
 - (b) Ensure that the location of any Outdoor Waste Storage Receptacle:
 - (i) Does not block any doorway or fire route,
 - (ii) Includes adequate space for other Containers, Collection Points and waste collection vehicles, and
 - (iii) Conforms with (if applicable):
 - 1. The City's Built Form Standards for Mid-Rise Buildings and Townhouses,
 - 2. Any property-specific Waste Management Plan and Source Separation Commitment,
 - 3. The Property Standards By-law, and
 - 4. The Zoning By-law.
16. Every Person who stores, or permits the storage of, waste outdoors in the Downtown Collection Area, shall do so only if such waste is stored in an Outdoor Waste Storage Receptacle which is:
- (a) Kept locked, or
 - (b) A public space Container issued by the City.
17. Every Person who stores grease in an Outdoor Waste Storage Receptacle shall ensure that:
- (a) The Outdoor Waste Storage Receptacle is kept locked and free of grease on the outside;
 - (b) No grease escapes, leaks or spills; and
 - (c) No odour escapes.

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18. Notwithstanding any other provision of this By-law, every Person who stores, or permits the storage of, waste outdoors in the Downtown Collection Area, shall ensure that no Non-collectable Waste is included in the waste stored outdoors.
19. If waste stored outdoors on a property produces an odour which affects a neighbouring property, then the Waste Generator who generated the waste and the Property Owner of the property where the waste is stored shall control such odour.

Special Events

20. Every organizer of a special event to be held in or on City property shall:
 - (a) At the time of applying for permission to use the City property, provide to the Manager, upon request, a Waste Management Plan for a Special Event for the special event;
 - (b) Ensure that such Waste Management Plan for a Special Event identifies the information indicated in Schedule "I" to this By-law; and
 - (c) Comply with such Waste Management Plan for a Special Event.
21. If the Manager determines that, at a special event, source separation has not occurred, or that cross contamination of Organics, Recyclables and Garbage has resulted in a condition where processing of Organics or Recyclables will be partially or wholly impossible, then the Manager may require the event organizer to pay the applicable disposal User Fees specified in the User Fees By-law.

WASTE COLLECTION BY THE CITY

Applying for City Waste Collection Service for a Multi-residential Property

22. If a Waste Generator or Property Owner whose property is a Multi-residential Property, wishes to participate in the City Waste Collection Service, then such Waste Generator or Property Owner shall request an inspection by the Manager to determine whether the property would be compatible with City collection vehicles and methodologies.
23. If the Manager determines, by inspection, that a property would be compatible with City collection vehicles and methodologies, and so notifies the applicable Waste Generator or Property Owner, and if that Waste Generator or Property Owner wishes to apply for the City Waste Collection Service, then the Waste Generator or Property Owner shall submit to the Manager:
 - (a) Intentionally Deleted;

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- (b) A Waste Management Plan and Source Separation Commitment as set out in Schedule “G” or “H” to this By-law;
- (c) A completed and signed City Waste Collection Service Agreement as set out in Schedule “K” to this By-law; and
- (d) All other applicable required information and material, such as proof of insurance and indemnification, as may be required by the Manager.

Applying for City Waste Collection Service for Small Mixed–Use Buildings and Institutional Properties

23B. If the Manager determines, by inspection, that a property would be compatible with City collection vehicles and methodologies, and so notifies the applicable Waste Generator or Property Owner, and if that Waste Generator or Property Owner wishes to apply for the City Waste Collection Service, then the Waste Generator or Property Owner shall submit to the Manager:

- (a) A Waste Management Plan and Source Separation Commitment as set out in Schedule “M” of this By-law;
- (b) A completed and signed City Waste Collection Service Agreement - Small Mixed-Use Buildings and Institutional Properties as set out in Schedule “N” to this By-law;
- (c) All other applicable required information and material as may be required by the Manager.

Provisions that apply to City Waste Collection Service for Multi-Residential Property, Small Mixed-Use Building and Institutional Properties

- 24. If a Waste Generator or Property Owner provides Organics or Recyclables, generated on that Waste Generator’s or Property Owner’s property, to any Person other than the City, then the City shall not provide any City Waste Collection Service to that property.
- 25. Every Waste Generator or Property Owner who receives City Waste Collection Service that exceeds the standard level of service as shown in Schedule “L” to this By-law and in the applicable City Waste Collection Service Agreement, shall pay the applicable User Fees for the higher levels of service in accordance with the User Fees By-law.
- 25B. The Manager is hereby authorized to approve the execution of and to enter into the City Waste Collection Service Agreement set out in Section 23.(c) (“CWCSA”) and the City Waste Collection Service Agreement as set out in Section 23B.(b) (“CWCSA-SMUBIP”) on behalf of the City. This delegation to approve the execution of and to enter into the CWCSA and the CWCSA–SMUBIP applies equally to amendments, renewals or termination of such agreements.

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- 25C. In addition to the conditions set out in the CWCSA and in the CWCSA-SMUBIP, the Manager may impose such other conditions as part of such CWCSA or CWCSASMUBIP or amendment or renewal thereof, as may be reasonably necessary and appropriate in the circumstances to ensure the safe and proper operation of the City's Waste Collection Service.
- 25D. Any agreement entered into by the City and the Property Owner under section 23.(c) or 23B.(b) shall not relieve any Property Owner from complying with any provision of this By-law, except as specifically stated in any such Agreement.

Containers

26. For every property which is leased, the Property Owner shall provide, for the use of the Occupants, sufficient Containers for the collection of Organics, Recyclables, and Garbage as required for the City Waste Collection Service.
27. Every Waste Generator and Property Owner to whom a Cart or Front-end Bin has been provided by the City shall:
- (a) Ensure that such Cart or Front-end Bin is kept in good condition, and not in a condition that is noxious, offensive or dangerous to public health;
 - (b) Ensure the safekeeping of such Cart or Front-end Bin;
 - (c) Promptly notify the Manager if such Cart or Front-end Bin is lost or stolen;
 - (d) Be responsible for the cost of repairing or replacing such Cart or Front-end Bin if it is damaged, lost or stolen, if the damage, loss or theft occurred through the negligence of the Waste Generator or Property Owner, and the damage or loss is not covered by warranty; and
 - (e) Promptly return each Cart or Front-end Bin to the Manager upon request.

Preparing Waste for Setting out

28. Every Waste Collection Participant shall, before setting waste out for collection, ensure that:
- (a) Organics, Recyclables and Garbage are separated out from any Non-collectable Waste;
 - (b) Waste is drained of liquids before it is placed in a Container for collection, and the liquids are managed appropriately;
 - (c) Any solid, semi-solid or liquid contaminant which would render Recyclables non-recyclable, is removed from the Recyclables;
 - (d) A Large Item Ticket has been obtained for any Large Item to be set out; and
 - (e) The door or lid of any Large Item that is an appliance is removed.

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Placing Waste into Containers
[Amended by By-law (2021)-20562]

29. Every Waste Collection Participant shall ensure that, in respect of waste from that Waste Collection Participant's property:
- (a) Organics, other than Pet Waste or Yard Waste, is placed into a Container containing nothing but Organics, as follows:
 - (i) Loose,
 - (ii) In a Certified Compostable Plastic Bag, or
 - (iii) In a Paper Bag;
 - (b) Pet Waste is placed into:
 - (i) A Container containing nothing but Organics as follows:
 - 1. Loose,
 - 2. In a Certified Compostable Plastic Bag, or
 - 3. In a Paper Bag, or
 - (ii) In a Clear Plastic Bag, in a Container containing nothing but Garbage;
 - (c) Yard Waste is placed as follows:
 - (i) "Deleted",
 - (ii) Loose in a Reusable Yard Waste Container containing nothing but Yard Waste and marked as containing Yard Waste,
 - (iii) Loose in a Paper Bag, or
 - (iv) Securely tied with a compostable tie, into a bundle of no more than 1 metre long by no more than 0.6 metres in any other dimension;
 - (d) Recyclables, other than cardboard or shredded paper, is placed into a Container containing nothing but Recyclables;
 - (e) Cardboard is placed as follows:
 - (i) For property in the Downtown Collection Area:
 - 1. Flattened and loose into a Container containing nothing but Recyclables, or
 - 2. Flattened, tied into a bundle of no more than 1 metre long by 0.6 metres in any other dimension, and placed on the ground adjacent to a Container containing nothing but Recyclables, or
 - (ii) For property anywhere other than in the Downtown Collection Area, flattened and loose into a Container containing nothing but Recyclables;
 - (f) Shredded paper is placed in a Clear Plastic Bag and into a Container containing nothing but Recyclables;
 - (g) Garbage, other than Sharp Objects, is placed into a Container containing nothing but Garbage as follows:
 - (i) Loose, or
 - (ii) In a Clear Plastic Bag;

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- (h) Sharp Objects are placed into a rigid Container, no larger than 0.6 metres in any dimension, which is securely taped to secure the contents and clearly labelled with the words "Sharp Objects", which rigid Container is placed into a Container containing nothing but Garbage; and
- (i) No Large Item is placed in a Container for set out.

How to Set out Waste for Collection

30. Every Waste Collection Participant shall ensure that, in respect of that Waste Collection Participant's property, every Container set out for collection, which is:
- (a) An Organics Container, contains nothing other than Organics;
 - (b) A Recyclables Container, contains nothing other than Recyclables;
 - (c) A Garbage Container, contains nothing other than Garbage; and
 - (d) A Front-end Bin designated for cardboard, contains nothing other than cardboard.
31. Every Waste Collection Participant shall ensure that, in respect of that Waste Collection Participant's property, every Container set out for collection:
- (a) Has been provided or approved by the Manager; and
 - (b) Is in good repair and good working order.
32. Every Waste Collection Participant shall ensure that, in respect of that Waste Collection Participant's property:
- (a) No Reusable Yard Waste Container or Single-use Container containing Yard Waste, including contents, weighing more than 20 kilograms, is set out for collection; and
 - (b) Every Reusable Yard Waste Container set out for Yard Waste collection is:
 - (i) Rust-resistant,
 - (ii) Non-absorbent,
 - (iii) Water-tight,
 - (iv) Covered with a close-fitting lid or cover,
 - (v) No less than 0.6 metres and no more than 0.76 metres in height,
 - (vi) No more than 0.6 metres in any other dimension,
 - (vii) Of a dimension at the top greater than the dimension at the bottom,
 - (viii) Of a capacity of no more than 100 litres, and
 - (ix) Equipped with at least two handles.

33. Every Waste Collection Participant shall ensure that, in respect of that Waste Collection Participant's property:
- (a) No waste is set out for collection in such a manner that:

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- (i) It is accessible to any animal,
 - (ii) It can be blown by wind, or
 - (iii) Any liquid leaks from such waste;
- (b) No waste is set out for collection on top of, underneath or abutting a Container;
- (c) No Container set out for collection is:
- (i) Filled with waste above the top of such Container, or
 - (ii) Over-compacted such that the contents may not empty when being tipped; and
- (d) No Container is set out for collection unless it is closed with a tight-fitting lid or cover.

When to Set out Waste for Collection

34. Except for property located in the Downtown Collection Area, or for property under a City Waste Collection Service Agreement, every Waste Collection Participant shall ensure that, in respect of that Waste Collection Participant's property:
- (a) No waste is set out for collection before 5:00 p.m. on the day preceding the day scheduled for collection; and
 - (b) Waste to be collected is set out for collection no later than 6:30 a.m. on the day scheduled for collection.
35. For property located in the Downtown Collection Area, every Waste Collection Participant shall ensure that in respect of that Waste Collection Participant's property:
- (a) No waste is set out for collection before 5:00 p.m. on the day preceding the day scheduled for collection; and
 - (b) Waste to be collected is set out for collection no later than 5:00 a.m. on the day scheduled for collection.
36. Every Waste Collection Participant shall ensure that, in respect of that Waste Collection Participant's property, no Large Item is set out for collection except on the pre-arranged day obtained with the Large Item Ticket for that Large Item.

Where to Set out Waste for Collection

37. Every Waste Collection Participant shall ensure that all waste set out for collection is set out at a Collection Point located on, adjacent to or in front of the property where the waste was generated.
38. Unless otherwise determined by the Manager, the Collection Point for a property is:
- (a) If the property is beside a road and the road has a curb, less than 0.3 metres from the road behind the curb;

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- (b) If the property is beside a road and the road has a gravel shoulder, at the outside edge of the shoulder;
- (c) If the property is beside a Public Lane, as close as possible to the edge of the Public Lane;
- (d) For a Multi-residential Property, in the location identified in the Waste Management Plan and Source Separation Commitment and approved by the Manager; and
- (e) In the Downtown Collection Area, on the sidewalk directly adjacent to the curb.

39. Every Waste Collection Participant shall ensure that:

- (a) All waste set out for collection is placed so as not to impede or obstruct pedestrian or vehicular traffic or road maintenance operations, or so as to endanger the safety of the City Waste Collector or any other Person;
- (b) Any Special Collection Waste set out for collection is placed adjacent to, but apart from, any Organics, Recyclables or Garbage, set out for Collection;
- (c) Any Cart set out for collection is placed such that it is accessible to the collection vehicle and is not set behind obstacles such as parked cars;
- (d) Any Cart set out for collection is placed so that there is at least 1 metre of clearance on each side of the Cart and at least 5 metres clearance above the Cart; and
- (e) Any Front-end Bin set out for collection is placed in a location identified in the Waste Management Plan and Source Separation Commitment and approved by the Manager.

40. If snow or ice blocks a normal Collection Point, every affected Waste Collection Participant shall ensure that all waste is nevertheless set out for collection in a location that provides ready and safe access by the City Waste Collector, such as at the mouth of a cleared driveway or at a spot as follows:

- (a) In the side of a snowbank or behind a snowbank that does not exceed 0.3 metres in height;
- (b) With at least 1 metre of clearance on all sides;
- (c) Within 1.5 metres from the travelled portion of the road; and
- (d) Designed to prevent any Container or waste from tipping, falling or sliding onto the travelled portion of the road.

No Scavenging

41. Except on a Goods Exchange Day, every Person, except appropriate legal authorities conducting investigations, shall avoid picking over, interfering with or removing any waste set out for collection pursuant to this By-law, whether on public or private property, without the consent of

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the Manager and the applicable Property Owner.

42. Every Person shall avoid scattering any waste set out for collection pursuant to this By-law, whether on public or private property.

What to do after Collection

43. Every Waste Collection Participant with a Collection Point on a Public Lane shall:
- (a) For property located anywhere other than the Downtown Collection Area, ensure that all Containers, and any waste not collected, are removed from the Collection Point before 7:00 p.m. on the day of collection; or
 - (b) For property located in the Downtown Collection Area, ensure that all Containers, and any waste not collected, are removed from the Collection Point before 10:30 a.m. on the day of collection.

Changing or Ending City Waste Collection Service

44. If a Waste Generator or Property Owner wishes to change its City Waste Collection Service, such as by relocating Collection Points, changing a building's use, expanding a building by more than one-third of its existing size or constructing a new building, then such Waste Generator or Property Owner shall submit a revised Waste Management Plan and Source Separation Commitment to the Manager for approval.
45. Every Waste Generator or Property Owner who wishes to opt out of the City Waste Collection Service shall:
- (a) Provide written notice to the Manager, as specified in the City Waste Collection Service Agreement or in a form satisfactory to the Manager, indicating that the Waste Generator or Property Owner wishes to withdraw the specified property from the City Waste Collection Service, effective on the date specified;
 - (b) Provide to the Manager a revised Waste Management Plan and Source Separation Commitment; and
 - (c) Not be entitled to any rebate or decrease of any User Fee, tax, fee or charge in respect of the City Waste Collection Service.

PRIVATE WASTE COLLECTION

46. Every Person who wishes to engage in a Private Waste Collection Service within the geographic limits of the City shall obtain an Environmental Compliance Approval from the Ministry of the Environment before doing so. The Manager may report to the Ministry of the Environment, for enforcement purposes, any Person carrying on a Private Waste Collection Service without such Environmental Compliance Approval.

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47. Every Person engaged in a Private Waste Collection Service shall transport waste within the geographic limits of the City using a vehicle specifically designed, constructed and intended for such purpose, with an enclosed body or a covering securely fastened to the body of the vehicle or, in the case of a packer-type vehicle, with hopper doors tightly and securely closed so as to prevent the escape of the contents of the vehicle to the outside.
48. Every Person who transports any waste within the geographic limits of the City shall do so in a closed vehicle, unless the Person transports it in an open vehicle, including a trailer, in which the waste is completely covered by a tarpaulin, canvas covering or the like and such covering is secured to the vehicle in such a manner as to prevent the escape of the contents of the vehicle to the outside.

DELIVERING WASTE TO THE CITY FACILITY

49. Every Person attending at the Waste Resource Innovation Centre shall:
- (a) Pay all applicable fees under the User Fees By-law;
 - (b) Do so only at the Person's own risk;
 - (c) Hold the City harmless from any damages or claims whatsoever to themselves or their property or to any other Person or property whatsoever arising from such Person's negligence or otherwise;
 - (d) Deposit only such types of materials as are acceptable for deposit at the Waste Resource Innovation Centre as designated by the City;
 - (e) Not deliver any Non-acceptable waste;
 - (f) Abide by all policies and procedures relating to the Waste Resource Innovation Centre including but not limited to the sorting of wastes, general and posted health & safety precautions and anything else described in or prescribed by this By-law;
 - (g) Enter the Waste Resource Innovation Centre only in a motor vehicle; and
 - (h) If required by the Person's activities, possess an Environmental Compliance Approval from the Ministry of the Environment, and, if requested by the City, provide such Environmental Compliance Approval.
50. The City may:
- (a) If any Person has failed to pay any account related to this By-law, deny access to the Waste Resource Innovation Centre or to any Waste Resource Innovation Centre service, by the Person, or any employee, agent or motor vehicle of the Person, or any

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Private Waste Collection Service transporting waste for such Person; The City may continue such suspension for a period of 14 calendar days after payment is made;

- (b) In unusual or emergency situations, allow the deposit or disposal of waste at the Waste Resource Innovation Centre without satisfying the usual requirements, such as paying the applicable User Fees;
- (c) Report to the Ministry of the Environment, for enforcement purposes, Persons denied entry to the Waste Resource Innovation Centre for failure to possess an Environmental Compliance Approval from the Ministry; and
- (d) At its discretion, request, from any Person wishing to use the Waste Resource Innovation Centre, proof that:
 - (i) The Person resides within, and/or the waste was generated within, the geographic limits of the City, and/or
 - (ii) The waste was generated by approved users of the Waste Resource Innovation Centre.

51. All waste deposited at the Waste Resource Innovation Centre becomes the property of the City and may be composted, recycled, processed, disposed of, or otherwise dealt with by the City as it deems fit.

52. Every Person, while at the Waste Resource Innovation Centre, shall not:

- (a) Indulge in any riotous, violent, threatening or illegal conduct, or use profane or abusive language;
- (b) Create a nuisance or in any way interfere with the use of the Waste Resource Innovation Centre by any other Person;
- (c) Disobey any sign or any direction from City staff;
- (d) Operate a vehicle without exercising due care and attention;
- (e) Take any action in a manner that causes, or is likely to cause, injury or harm to any Person or damage to any property;
- (f) Operate a vehicle at greater than the posted rate of speed;
- (g) Scavenge, salvage, pick over, interfere with, remove or scatter waste or cause or permit the scavenging, collecting, picking over, interfering with, removal or scattering of any waste;

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- (h) Deposit, or allow the deposit of, waste outside any gate or entrance to the Waste Resource Innovation Centre;
- (i) Deposit waste at, or enter, the Waste Resource Innovation Centre outside the hours of operation, unless authorized to do so;
- (j) Deposit any burning or hot material (e.g. embers or coals);
- (k) Convey, or allow or cause to be conveyed, any waste which is not contained in fully enclosed vehicle bodies, or totally enclosed or covered in canvas, tarpaulins or nets, and leak-proof so as to prevent any of the contents from falling upon the ground;
- (l) Deposit more than the allowable litres, kilograms or units of waste; or
- (m) Allow to be outside of the vehicle:
 - (i) Any child, who is under the age of twelve and under the Person's care, custody or control, or
 - (ii) Any pet.

LITTERING

53. In addition to and without limiting the provisions of any other City by-law, every Person shall obtain the consent of the Property Owner of an applicable property before throwing, placing or depositing Refuse on any public or private property, including but not limited to City-owned property. The City consents to residents of the Downtown Collection Area placing waste in City-issued public space Containers.

54. Every Person shall not:

- (a) Place waste, permit waste to be placed or permit waste to remain on or in any street or road allowance abutting the property which the Person owns or occupies, unless authorized by this By-law and in accordance with the Traffic By-law;
- (b) Throw, cast or otherwise deposit Refuse, or permit any contractor, agent or employee to throw, cast or otherwise deposit Refuse on or in any street or other public property, except as expressly authorized in this By-law;
- (c) Place Refuse on public property for collection as part of a Private Waste Collection Service, unless approved by the Manager; and
- (d) Place Refuse generated on private property, into public street or park Containers.

ENFORCEMENT OF THIS BY-LAW

Role of Manager

55. Subject to the provisions of this By-law, the Manager is authorized to administer and enforce this By-law, including by carrying out the following:
- (a) Determine schedules for City Waste Collection Service, including times, days and frequencies;
 - (b) Classify or designate materials as the applicable types of waste addressed in this By-law;
 - (c) Determine any limits for, and any requirements associated with, waste to be collected or accepted;
 - (d) Determine Collection Points;
 - (e) Determine eligibility for receipt of City Waste Collection Service and for use of the Waste Resource Innovation Centre;
 - (f) Provide or approve suitable Containers for the City Waste Collection Service;
 - (g) Provide notice of changes to schedules or hours related to the City Waste Collection Service and the Waste Resource Innovation Centre, including service interruptions such as those due to severe weather events;
 - (h) Suspend, discontinue, or revoke City Waste Collection Service, or access to the Waste Resource Innovation Centre, for any Person who breaches any provision of this By-law;
 - (i) Reinstate City Waste Collection Service or access to the Waste Resource Innovation Centre, in whole or in part, after having suspended, discontinued or revoked service;
 - (j) Deal with any and all matters assigned by this By-law or necessary for the collection, processing and disposal of waste; and
 - (k) Amend, replace or delete the Schedules to this By-law from time-to-time, without Council approval.
56. The Manager may delegate his or her responsibilities under this By-law to any Officer, employee or agent of the City.

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Inspections and Entry

57. The Manager and Officers may conduct all inspections (including the monitoring of waste) necessary to administer and ensure compliance with the provisions of this By-law.

58. Entry by the Manager and Officers onto private property for the purpose of enforcing the provisions of this By-law is governed by the Power of Entry By-law and the Manager and Officers pursuant to this By-law shall be interpreted as “Officers” pursuant to the Power of Entry By-law.

Orders

59. The Manager and Officers may issue Orders requiring Persons to comply with this By-law.

60. The Person who is the subject of an Order issued pursuant to this By-law shall comply with such Order no later than midnight on the deadline day for compliance provided for in the Order.

61. If an Officer finds waste which is either not stored or not set out in accordance with the provisions of this By-law, the Officer may issue an Order to the responsible Waste Generator or Property Owner, requiring the waste described in the Order to be removed at the expense of the Waste Generator or Property Owner, or to be properly stored or set out in accordance with the provisions of this By-law.

Remedial Actions

62. If a Waste Generator or Property Owner fails to keep the Waste Generator’s or Property Owner’s property free and clear of Refuse Constituting a Public Nuisance, an Officer may, without prior notice to such Waste Generator or Property Owner, cause the property to be cleared of such Refuse Constituting a Public Nuisance at the expense of the Waste Generator or Property Owner, and the City may recover the costs of so doing from such Waste Generator or Property Owner, and in the case of the Property Owner, the City may recover such costs by adding them to the tax roll for the property and collecting them in the same manner as property taxes.

63. If an Officer finds Refuse thrown, placed or deposited on property without the consent of the Waste Generator or Property Owner, the Officer may, in the case of City-owned or City-occupied land, and, in all other cases, with the consent of the Property Owner of the property, cause the Refuse to be removed from the property at the expense of the Person who threw, placed or deposited it thereon, and the City may recover the costs of so doing from such Person.

64. If an Officer finds waste which is either not stored, or not set out, in accordance with the provisions of this By-law, the Officer may, instead of issuing an Order, and without prior notice to the Waste Generator or Property Owner, cause the area identified by the Officer to be cleared of such waste at the expense of the Waste Generator or Property Owner, and the City may recover the costs of so doing from any such Waste Generator or Property Owner. In the case of the Property Owner, the City may recover such costs by adding them to the tax roll for the property and collecting them in the same manner as property taxes.

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65. If a Waste Generator or Property Owner fails to ensure that no waste leaks any liquid onto City-owned land, an Officer may cause such land to be cleaned of the liquid at the expense of the Waste Generator, and the City may recover the costs of so doing from the Waste Generator. In the case where the Waste Generator is also the Property Owner of the property on which the waste was generated, the City may recover such costs by adding them to the tax roll for the property and collecting them in the same manner as property taxes.
66. If the Person who is the subject of an Order issued pursuant to this By-law fails to comply with such Order by the deadline for compliance, the City may have the matter or thing, directed or required in the Order, done at the Person's expense, and the City may recover the costs of doing the matter or thing from the Person who is the subject of the Order, and, if such Person is the Property Owner of the property to which the Order relates, the City may recover such costs by adding them to the tax roll and collecting them in the same manner as taxes.

Service Discontinuance

67. If a Waste Generator or Property Owner has not complied with any applicable provision of this By-law, and the applicable property receives City Waste Collection Service, then the City may discontinue the City Waste Collection Service to that property.

Offence and Penalty

[Amended by By-law (2019)-20423]

68. Any Person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.
69. Any director or officer of a corporation who knowingly concurs in the contravention by the corporation of any provision of this By-law is guilty of an offence.
70. Every offence under this By-law is designated as a continuing offence.
71. Except as otherwise provided in this By-law, any Person who is convicted of an offence under any provision of this By-law shall be liable to a fine not to exceed \$10,000 per day or each part of a day on which the offence continues.

Delivering Legal Documents

72. An Order, or any other notice or document provided pursuant to this By-law, shall be served upon the Person to be served by means of:
 - (a) Personal service, in which case it shall be deemed to have been served on the date and at the time when hand-delivered in accordance with this By-law;
 - (b) Facsimile transmission or email transmission, in which case it shall be deemed to have been served on the date and at the time when it is so transmitted;
 - (c) Regular mail, in which case it shall be deemed to have been delivered on the fifth business day after the day it is mailed; or

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- (d) Registered mail, in which case it shall be deemed to have been delivered on the date and at the time set out on the Canada Post confirmation record indicating successful delivery.

73. Personal service of a document may be provided as follows:

- (a) If the Person to be served is an individual, by hand-delivering a copy of the document to that individual or an individual who appears to be at least sixteen years of age, at the last known address of the individual, or, if the individual to be served is to be served in the capacity of Waste Generator or Property Owner in respect of a property, the document may be left with an individual who appears to be at least sixteen years of age, at the property; or
- (b) If the Person to be served is a corporation or partnership, by hand-delivering a copy of the document to an officer thereof or an individual who appears to be in charge of an office of the corporation or partnership, or, if the corporation or partnership to be served is to be served in the capacity of Waste Generator or Property Owner in respect of a property, the document may be left with an individual who appears to be in charge of the property.

GENERAL

Consultation in Development Matters

74. The City shall consult the Manager with respect to Waste Management Plan and Source Separation Commitments in respect of development matters including applications for development, redevelopment, rezoning, condominium, site plan approval, building permit or Committee of Adjustment approval.

Prior By-law Repealed

75. By-law Number (2011)-19199, as amended by By-law Number (2012)-19498, is hereby repealed.

Effective Date of By-law

76. This By-law shall come into effect on the 1st day of April, 2019.

Schedules

77. The following Schedules form part of this By-law:

Schedule "A" – "Downtown Collection Area"

Schedule "B" – Waste Resource Innovation Centre

Schedule "C" – "Non-collectable Waste"

Schedule "D" – "Organics"

Schedule "E" – "Recyclables"

Schedule "F" – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph

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Schedule "G" – Waste Management Plan and Source Separation Commitment for Multi-residential Developments

Schedule "H" – Waste Management Plan and Source Protection Commitment for Existing Properties

Schedule "I" – Waste Management Plan for a Special Event

Schedule "J" – Intentionally Deleted

Schedule "K" – City Waste Collection Service Agreement

Schedule "L" – City Waste Collection Service Standards and Limits

Schedule "M" - Waste Management Plan and Source Separation Commitment for Small Mixed-Use Buildings and Institutional Properties

Schedule "N" – City Waste Collection Service Agreement - Small Mixed-Use Buildings and Institutional Properties

Short Title

78. This By-law may be referred to as the "Waste Management By-law".

Passed this TWENTY FIFTH day of MARCH, 2019.

CAM GUTHRIE- MAYOR

STEPHEN O'BRIEN– CITY CLERK

**SCHEDULE B – Waste Resource Innovation Centre
of By-law Number (2019) – 20392**

PUBLIC DROP OFF

Acceptable Organics:

- Yard Waste (residential); and
- Yard Waste (commercial).

Acceptable Recyclables:

- Recyclables Cart recyclables: mixed paper, cardboard, food and beverage containers including glass, plastic, steel, aluminum; and
- Shredded paper and confidential documents (Documents can be shredded on-site).

Acceptable Materials for On-site Diversion Programs:

- Electronic Waste (residential and commercial including TVs and monitors);
- Prescription eyeglasses;
- Reusable boots, shoes and insoles;
- Textiles (e.g. gently used clothing, purses and bags, belts and ties, blankets, sheets and pillows, towels, sleeping bags, draperies and curtains, plastic and stuff toys, yarn and materials);
- Scrap metal;
- Electrical cords;
- Christmas lights;
- Appliances requiring refrigerant/CFC pump down (e.g. air conditioner, fridge, freezer, de-humidifier, water cooler);
- Concrete, brick, rubble, toilets;
- Drywall;
- Shingles (asphalt);
- Tires (car or light passenger vehicle) up to 4 tires per visit; and
- Lumber Waste (clean wood)

Acceptable Garbage:

- Mixed waste (including organics bags and garbage bags);
- Clean fill including stones, sod and topsoil;

HOUSEHOLD HAZARDOUS WASTE DEPOT

Acceptable Waste:

Types of municipal hazardous or special waste generated by households located within the geographic boundaries of the City that fall within the following waste category numbers, as

**SCHEDULE B – Waste Resource Innovation Centre
of By-law Number (2019) – 20392**

prescribed in the City's Environmental Compliance Approval, and as set out in the Ministry of the Environment's document entitled "Ontario Waste Classes", dated February 2013, as amended, and as defined in Ontario Regulation 347, namely:

- 112 (Acid solutions, sludges and residues containing heavy metals);
- 121 (Alkaline solutions, sludges and residues containing heavy metals), alkaline batteries;
- 145 (Wastes from the use of paints, pigments and coatings), paints and stains;
- 146 (Other specified inorganic sludges, slurries or solids);
- 147 (Chemical fertilizer Wastes), fertilizers;
- 148 (Miscellaneous Waste inorganic chemicals), caustic, mercury, acid, oxidizer;
- 212 (Aliphatic solvents and residues), antifreeze;
- 213 (Petroleum distillates);
- 221 (Light fuels);
- 242 (Halogenated pesticides and herbicides), pesticide;
- 251 (Waste oils/sludges (petroleum based));
- 252 (Waste crankcase oils and lubricants), oil, oil filters;
- 261 (Pharmaceuticals);
- 263 (Miscellaneous Waste Organic chemical), flammable, organic peroxides;
- 269 (Organic non-halogenated pesticide and herbicide Wastes), pesticide;
- 312 Syringes only;
- 331 (Waste compressed gases, including cylinders) fire extinguishers, aerosols, propane, oxygen, carbon dioxide, MAPP Gas; and
- Wet cell batteries and rechargeable batteries, fluorescent tubes and CFLs.

Maximum daily drop-off limits:

- 10 long fluorescent bulbs;
- 80 litres or kilograms based on container size (maximum container size of 20 litres); and
- 4 propane tanks (maximum container size of 20 pounds).

Non-Acceptable Waste:

- Industrial, Commercial or Institutional Waste;
- Explosives;
- Asbestos;
- Radioactive;
- Unknowns;
- Pathological with the exception of syringes;
- PCBs (polychlorinated biphenyls);
- Gas cylinders not used by a residence; and
- Any quantity of liquids greater than 20L (gallons).

**SCHEDULE B – Waste Resource Innovation Centre
of By-law Number (2019) – 20392**

TRANSFER STATION

The transfer station is to be used only by Persons with equipment that that can automatically tip loads, and who are wearing high visibility vests and steel toed footwear. Users must be able to offload materials without the assistance of staff. Persons who are not depositing waste from IC&I Properties and Persons who must offload manually shall not use the transfer station, but instead shall use the Public Drop Off.

Acceptable Waste:

- Non-hazardous, solid industrial waste from IC&I sources;
- Commercial waste and domestic waste, Yard Waste, and source-separated recyclables;
- Clean fill including stones, sod and topsoil; and
- Yard waste infested with emerald ash borer, termites, or other pests, as designated by the Manager.

Non-Acceptable Waste:

- Materials containing asbestos, animal carcasses, municipal hazardous or special waste, tires, ammunition, flares, explosives, PCBs, radioactive waste, unidentified waste, liquid waste, sludge, contaminated soils which fail the toxicity characteristic leaching procedure analysis (TCLP) and refrigerants;
- Any material which may be classed as a “designated substance” pursuant to the Occupational Health and Safety Act, R.S.O. 1990, Chapter 321; and
- Any “hazardous waste” or “liquid industrial waste” as defined in R.R.O. 1990, Regulation 347 (General – Waste Management) under the Environmental Protection Act.

ORGANIC WASTE PROCESSING FACILITY

Acceptable Waste:

- Commercial loads of Organics only, and only if Ministry of Environment Environmental Compliance Approval requirements are satisfied.

**SCHEDULE C - “Non-collectable Waste”
of By-law Number (2019) – 20392**

Items included in the definition of Non-collectable Waste

Dangerous type items

- Any explosive or highly combustible material such as ammunition, a celluloid cutting, moving picture film, or an oil-soaked or gasoline-soaked rag and the like;
- Any radioactive material;
- Any biomedical waste generated from an IC&I Property such as a clinic, hospital, surgery, or office of a physician, surgeon, dentist, veterinarian, tattoo parlour, long-term care and residential facility, or the like;
- Any “pharmaceutical” or “sharp” as defined in *O. Reg. 298/12* (Collection of Pharmaceuticals and Sharps – Responsibilities of Producers) under the *Environmental Protection Act*;
- Any infectious biomedical waste;
- Any "designated substance" as defined in the *Occupational Health and Safety Act*, R.S.O. 1990, Chapter 321;
- Any “hazardous waste” or “liquid industrial waste” as defined in R.R.O. 1990, *Regulation 347* (General – Waste Management) under the *Environmental Protection Act*;
- Any septic tank pumping, raw sewage, sewage sludge or industrial process sludge;
- Any “municipal hazardous or special waste”, as defined in *O. Reg. 387/16* (Municipal Hazardous or Special Waste) under the *Waste Diversion Transition Act, 2016*, including but not limited to:
 - wet or dry cell battery,
 - pressurized container,
 - aerosol container,
 - propane container,
 - portable fire extinguisher,
 - fertilizer,
 - pesticide,
 - oil filter,
 - fluorescent light bulb or tube,
 - pharmaceutical,
 - medical syringe,
 - mercury switch or thermostat,
 - household cleaner or detergent, and
 - wax or polish; and
- Any material or substance which may cause damage to the natural environment.

**SCHEDULE C - “Non-collectable Waste”
of By-law Number (2019) – 20392**

Organic type items

- Hay, straw, or manure;
- Any tree limb, trunk or the like having a diameter greater than 5 centimetres (2 inches);
- Used sanitary products and human body waste;
- Any animal carcass, or any portion thereof, of any dog, cat, fowl or any other creature with the exception of kitchen or food waste;
- Pet Waste from properties other than Residential Properties;
- Ashes from properties other than Residential Properties;
- Solidified cooking oils and cooked or raw grease and fats from properties other than Residential Properties;
- Organics which have not been drained, prepared or packaged for Collection in accordance with the provisions of this By-law;
- Organics which are frozen or stuck to a Container and cannot be removed by shaking manually or by the automated arm of the collection vehicle;
- Organics contained in a bag other than a Certified Compostable Plastic Bag; and
- After April 1, 2020, grass clippings.

Miscellaneous type items

- Soil, a rock, stone, gravel, and the like;
- Waste brought into the City from outside its geographic limits;
- Carpet, carpet under-padding, plaster, drywall, fibreglass insulation, lumber, concrete, a boulder or other residue resulting from construction, building renovation or demolition;
- A tire, car battery, or large (greater than 5 kilograms) automotive part;
- Recyclables, Garbage or Special Collection Waste which has not been drained, prepared or packaged for collection in accordance with the provisions of this By-law;
- Material which is frozen or stuck to a Container and cannot be removed by shaking manually or by the automated arm of the collection vehicle; and
- Any other item designated as Non-collectable Waste by the Manager.

**SCHEDULE D - “Organics”
of By-law Number (2019) – 20392**

Items included in the definition of Organics

- Kitchen or food waste: fruit, vegetable and general table scraps, meat and fish/shellfish products, dairy products, eggs and egg shells, herbs, nuts and seeds, sugars and spices, confectionery products, sauces, bones, pet food, bread, grains, rice, pasta, flour, coffee grounds and tea bags;
- Solidified cooking oils and cooked or raw grease and fats from Residential Properties only;
- Paper fibres: soiled paper towels, tissues, paper plates, coffee filters, soiled paper food packaging items such as boxboard, cardboard, newspaper, and other paper fibre packaging materials;
- Fresh flowers, houseplants and their soil, hair, pet fur, feathers, sawdust, wood shavings;
- Ashes from Residential Properties only, at least 5 days after they have been removed from fire and kept separate from other waste;
- Pet Waste from Residential Properties only; and
- Any other item designated as Organics by the Manager.

**SCHEDULE E - “Recyclables”
of By-law Number (2019) – 20392**

Items included in the definition of Recyclables

- Materials greater than 5 cm by 5 cm (2 inches by 2 inches);
- Aluminum: foil, a pie plate, pop can, and the like;
- Boxboard: a tissue or cereal box, paper towel roll, frozen juice container, and the like;
- Cardboard: a flattened box, pizza box, brown Paper Bag, and the like;
- Glass: a bottle or jar (any colour), and the like;
- Newsprint: a newspaper including a flyer or insert, an egg carton or flat, a magazine or catalogue, a telephone book, and the like;
- Paper: writing paper, an envelope (includes windowed), calendar (spiral binding removed), book (covers removed), shredded paper (only contained in a separate Clear Plastic Bag), and the like;
- A gable top box: a milk or juice carton, and the like;
- An aseptic container: a juice or other drink box (such as a tetra pack), and the like;
- A plastic container: any plastic container, such as a bottle or jar, food or beverage container, tub and lid (such as for margarine, yogurt, etc.);
- Steel: food or beverage can or tin (such as soup, juice, etc.);
- An empty, dry paint can (lid removed); and
- Any other item designated as Recyclables by the Manager.

**SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392**

Revision Date: November 23, 2018

**WASTE COLLECTION GUIDELINES FOR
MULTI-RESIDENTIAL DEVELOPMENTS
IN THE CITY OF GUELPH**

**SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392**

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Appendices

- A Waste Management Plan and Source Separation Commitment for Developers and Redevelopers
- B Intentionally Deleted
- C Agreement, City Collection of Waste at Multi-residential Property Using Communal Collection
- D Turnaround and Set Out Dimensions
- E Typical Dimensions for Carts
- F Typical Dimensions for Front-end Bins

SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph of By-law Number (2019) – 20392

1. Introduction

The purpose of this document is to assist both developers and redevelopers (collectively referred to as developers in this Guideline document) to meet their needs with respect to progressive waste management. ***This is an opportunity to design and build buildings that meet the growing environmental expectations of owners, tenants, and building managers, and to promote these features to environmentally conscious prospective buyers and renters. In addition, the aim is to:***

1. Help developers and building managers understand and meet provincial requirements for source separation of waste;
2. Assist developers to meet their obligation to submit a **Waste Management Plan and Source Separation Agreement (Appendix A)** in accordance with the City of Guelph Waste Management By-law Number (2011)-19199 or its successor(s); and
3. Facilitate the delivery of City Waste Collection Services, as an added benefit to managers, owners and residents, by providing guidance at the development stage.

The obligation to source separate waste at Multi-residential Properties in Ontario is governed by the following legislation, which requires Multi-residential Properties with six or more Dwelling Units to source separate waste:

- Ontario Regulation 103/94, Industrial, Commercial and Institutional Source Separation Programs, Section 10, Multi-Unit Residential Buildings, and
- Ontario's Food and Organic Waste Framework Policy Statement, Sections 4.10 through 4.13.

Regardless of whether services are provided by private collectors or the City, these Guidelines apply and will be the standard against which Waste Management Plan and Source Separation Commitments are reviewed. Additionally, the City reserves the right to enact additional requirements during a detailed review of specific projects, and amendments to this Guideline.

A Word version of the sample Waste Management Plan and Source Separation Agreement (**Appendix A**) is available by contacting the City at waste@guelph.ca. A Waste Collection Service Agreement is attached in **Appendix C**.

These Guidelines are to be used in conjunction with, not in place of, the Ontario Building Code, the Site Plan Approval process and other applicable legislation and planning requirements (further information on the Ontario Building Code and the Site Plan Approval process can be obtained from the City's Planning, Urban Design and Building Services).

The City of Guelph may consult the Manager of Solid Waste Resources with respect to Waste Management Plan and Source Separation Commitments and development matters including applications for development, re-development, rezoning, site plan approval, building permits or Committee of Adjustment approval.

When followed, these Guidelines are intended to promote on-site features and amenities that, should application be made for City Waste Collection Services, require the standard level of service provided by the City. Failure to properly design or implement critical aspects such as adequate storage space for waste may result in the need for collection frequency exceeding the City's standard level of service, resulting in redesign or service costs to participating buildings.

These Guidelines should be read in conjunction with Appendices A and C of the document so that City requirements are fully

SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph of By-law Number (2019) – 20392

Multi-residential developments containing 2 - 5 Dwelling Units on one property are not required to submit a Waste Management Plan and Source Separation Commitment, unless requested to do so by the Manager, however are still subject to the City By-law in that source separation is required to receive City Waste Collection Service. Also, all developments in the City of Guelph for which City Waste Collection will be provided require, as a minimum, a storage footprint of 1.5 square metres per Dwelling Unit and a set out frontage of 2.5m x 1m depth per Dwelling Unit to accommodate the three stream Cart system.

This is a guideline only. Final approval of a Waste Management Plan is at the discretion of the Manager to encourage effective and sustainable design and may include other requirements. Design of an effective waste management system on the property lies with the Property Owner.

2. Definitions

Terms denoted by a capitalized first letter and included in this Guideline are defined in the City of Guelph Waste Management By-law Number (2011) – 19199 or its successor(s).

3. Guidelines for Developers

Dimensions used in this document, and in the attached Waste Management Plan and Source Separation Commitment, are derived from volume conversions based on the City of Guelph Cart-based collection system.

3.1. Storage and Collection Point Guidelines

- 1) For **Individual Unit Collection for Organics/Recyclables/Garbage**, provide for each Dwelling Unit:
 - a) Internal ventilated space (external to the living area) or an outside area of sufficient size to store the Carts between collection dates. If utilizing the garage or driveway, this storage area is in addition to minimum parking space requirements. A minimum storage footprint of 1.5 square metres is recommended per Dwelling Unit;
 - b) A minimum set out frontage, for collection purposes, of 2 metres wide by 1-metre-deep, and an additional 1 metre of unobstructed space behind the Carts (Appendix D).
- 2) For **Communal Collection for Organics/Recyclables/Garbage** provide:
 - a) Internal and/ or external storage space for a minimum of one week's generation of Waste prior to transporting to and at the communal storage/ collection area and Collection Point;
 - b) External Collection Points should be of sufficient size to contain all required Containers, and to allow room for manoeuvring and potential future expansion.
 - c) Based on weekly collection of Organics, Recycling and Garbage, the overall space allocated to on-site storage or Collection Points based on typical bin dimensions is 0.3m² per Dwelling Unit;
 - d) Collection Points must consist of a level reinforced concrete pad suitably sized to accommodate all waste Containers to be serviced, finished to a minimum of 200 mm depth of reinforced concrete or a City approved alternative;
 - e) The length and width of the loading pad is determined by required quantity of waste Containers set out for collection. The width of the loading pad shall not be less than 6 metres wide;

**SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392**

- f) The location and screening requirements are as per the City's Zoning By-law;
- g) Designed systems, spaces and amenities for source separation for Organics, Recycling, Garbage and Large Items appropriate for the building type and size, including:
 - i) Individual storage rooms on each floor or ground floor with equal access to Organics, Recycling, and Garbage;

or
 - ii) A chute system comprised of
 - (1) three individual chutes, or
 - (2) a tri-sort chute system, or
 - (3) a bi-sort system and second single chute, whereAn automated bi-sort or tri-sort system must include
 - A. a mechanical locking system allowing the door to open only when the chute is lined up for the appropriate material selected, and
 - B. a mechanical locking system configured to lock out the chute(s) while someone is servicing the chute system or accessing the waste storage room where the chute system is located;
- i) For the safety of users of the facility and the public, the building is required to be designed in a manner that prohibits/secures access to any waste storage room(s) equipped with a compactor(s); and
- j) Indicate Collection Points, storage locations and collection pads for Containers on the Site Plan with dimensions.

Several “in-ground” Container types provide storage capacity with a relatively compact footprint, and may be suitable for certain applications. No specific dimensions are listed in this document or the attached Waste Management Plan and Source Separation Commitment template, however designers can apply the waste volumes noted to the available capacity of the product type and size being considered. ***Note: City service is only compatible with in-ground Containers that accommodate front-end loading.***

3.2. Access for Waste Collection

- 1. The following conditions apply:
 - a) The lane/roadway or driveway width must be a minimum of 6 metres;
 - b) Turning radii must have a centreline radius of 12m;
 - c) In cases where the collection vehicle is required to drive onto or over a supported structure (such as a ventilation grate, transformer cover, or underground parking garage or ramp), a letter certified by a professional engineer stating that the structure will safely support a weight of 35 tonnes;
 - d) The minimum unencumbered vertical clearance for the entire loading area, which is the length of a collection vehicle, shall be 8 metres to accommodate front-end collection vehicles;

Roadway and Turning Radii dimensions are based on proper waste placement practices in which waste is not placed on roadways or walkways and sidewalks. ***Roadways and walkways would require widening if proper waste placement is not being observed.***

SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph of By-law Number (2019) – 20392

- e) Overhead clearance throughout the property must be a minimum of 6 metres;
- f) The internal roads layout should be designed to permit continuous collection without reversing. Where the requirement for continuous collection cannot be met, a cul-de-sac, “T” turnaround or three-point turn allowance in accordance with the specifications shown in **Appendix D** is required;
- g) No reversing onto public roadways;
- h) The grade at Collection Points, and at locations where collection vehicles turn, should not exceed +/- 2% in any direction, and where the loading area is not flat, a mechanism to prevent the Containers from rolling off the loading pad is required;
- i) A maximum grade anywhere on the collection access route of 8%; and
- j) “No parking” signage should be installed for all internal access routes, and all cul-de-sacs to ensure that the collection vehicle can navigate the cul-de-sac in a forward direction.

4. Other Developments

Other developments will be reviewed on a case-by-case basis by Solid Waste Resources and will receive City Waste Collection Services by Agreement only.

5. Communication

Developers are required to communicate the details of the approved Waste Management Plan and Source Separation Commitment to all existing and future Property Owners prior to purchase.

6. Application for City Waste Collection Service

The City of Guelph offers City Waste Collection Services to Multi-residential Properties. Templates and documents required to apply for service are included in the Appendices and will help Property Owners and managers work through the process.

In order to qualify for City Waste Collection Service, new developments and redevelopments need to meet the conditions of the City’s Waste Management By-law, and the City Waste Collection Service Agreement and the Waste Management Plan and Source Separation Commitment process outlined in the Appendices of this Guideline.

Private Waste Collection Service is an option for Multi-Residential Properties not meeting the City’s requirements for individual curbside collection or communal collection. Private Waste Collection Service must meet the requirements of the City’s Waste Management By-law. All Waste Management Plan and Source Separation Commitments indicating Private Waste Collection must clearly indicate that the Property is responsible for all costs related to the Private Waste Collection Service. The contents and details of the Waste Management Plan and Source Separation Agreement must be provided to existing and future Property Owners prior to purchase.

**SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392**

**Appendix A of the Waste Collection Guidelines for Multi-residential
Developments in the City of Guelph appears as Schedule G of this By-law**

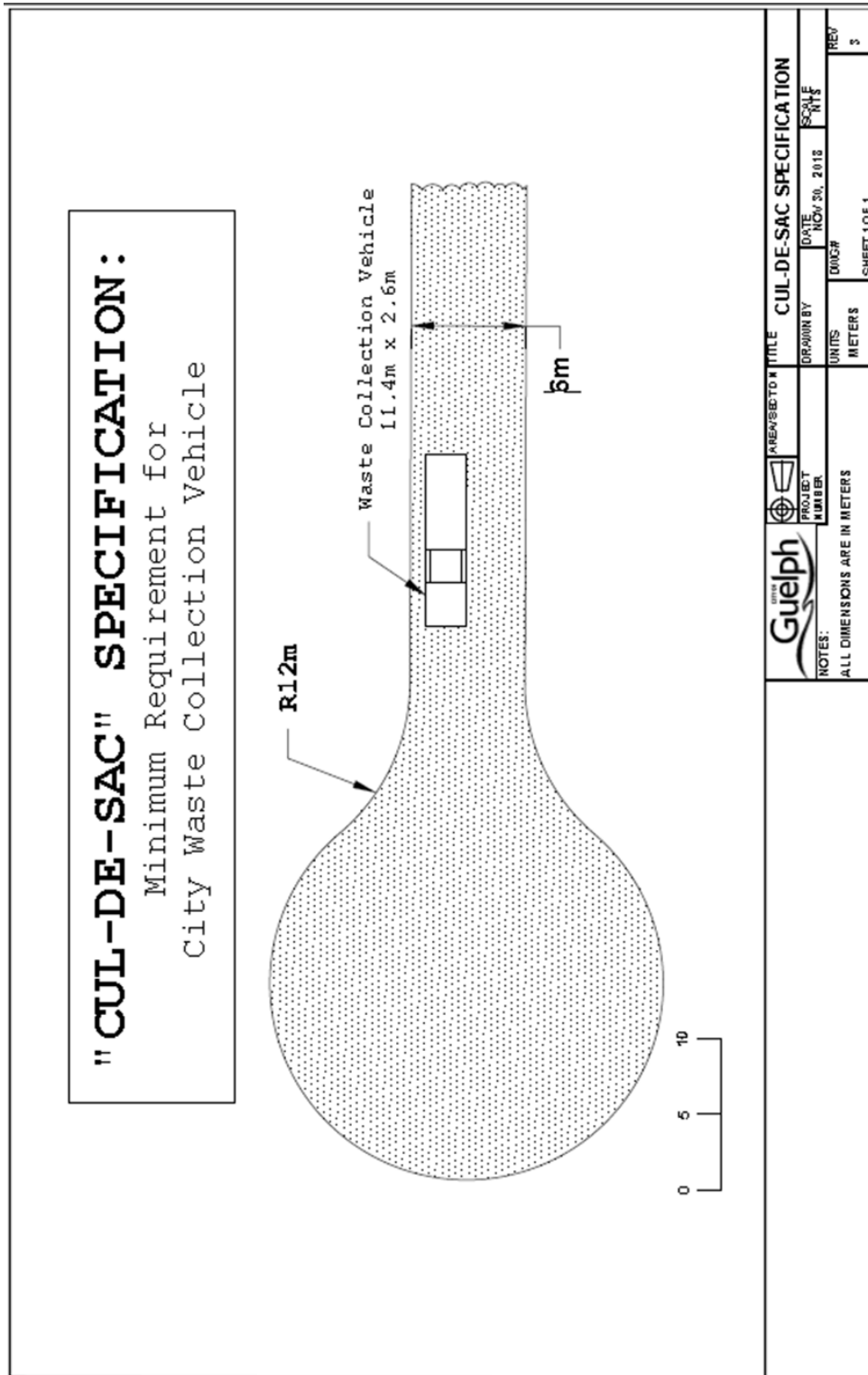
**SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392**

Intentionally Deleted

**SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of
Guelph
of By-law Number (2019) – 20392**

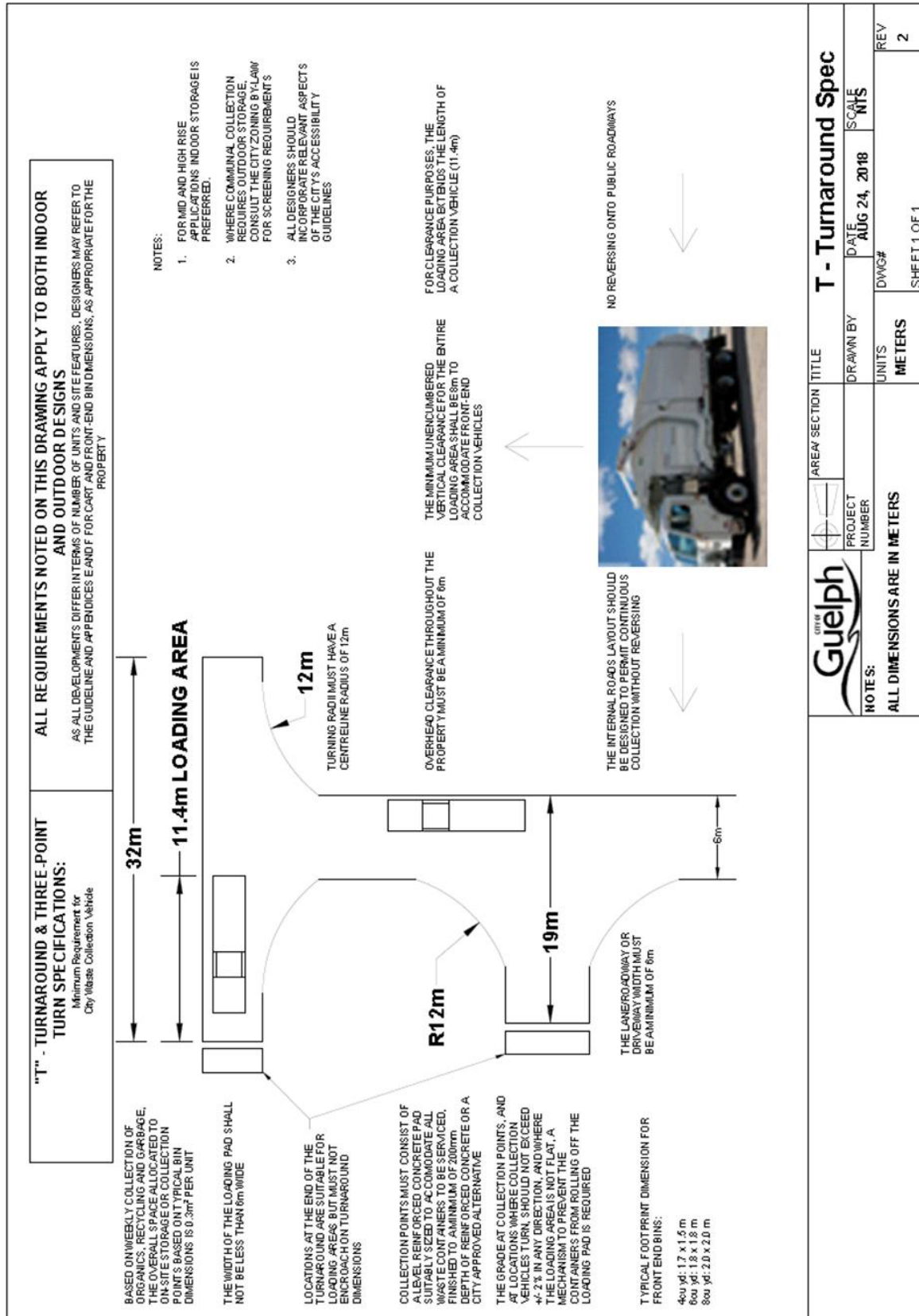
**Appendix C of the Waste Collection Guidelines for Multi-residential Developments in
the City of Guelph appears as Schedule K**

SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392
Appendix D – Turnaround and Set-out Dimensions



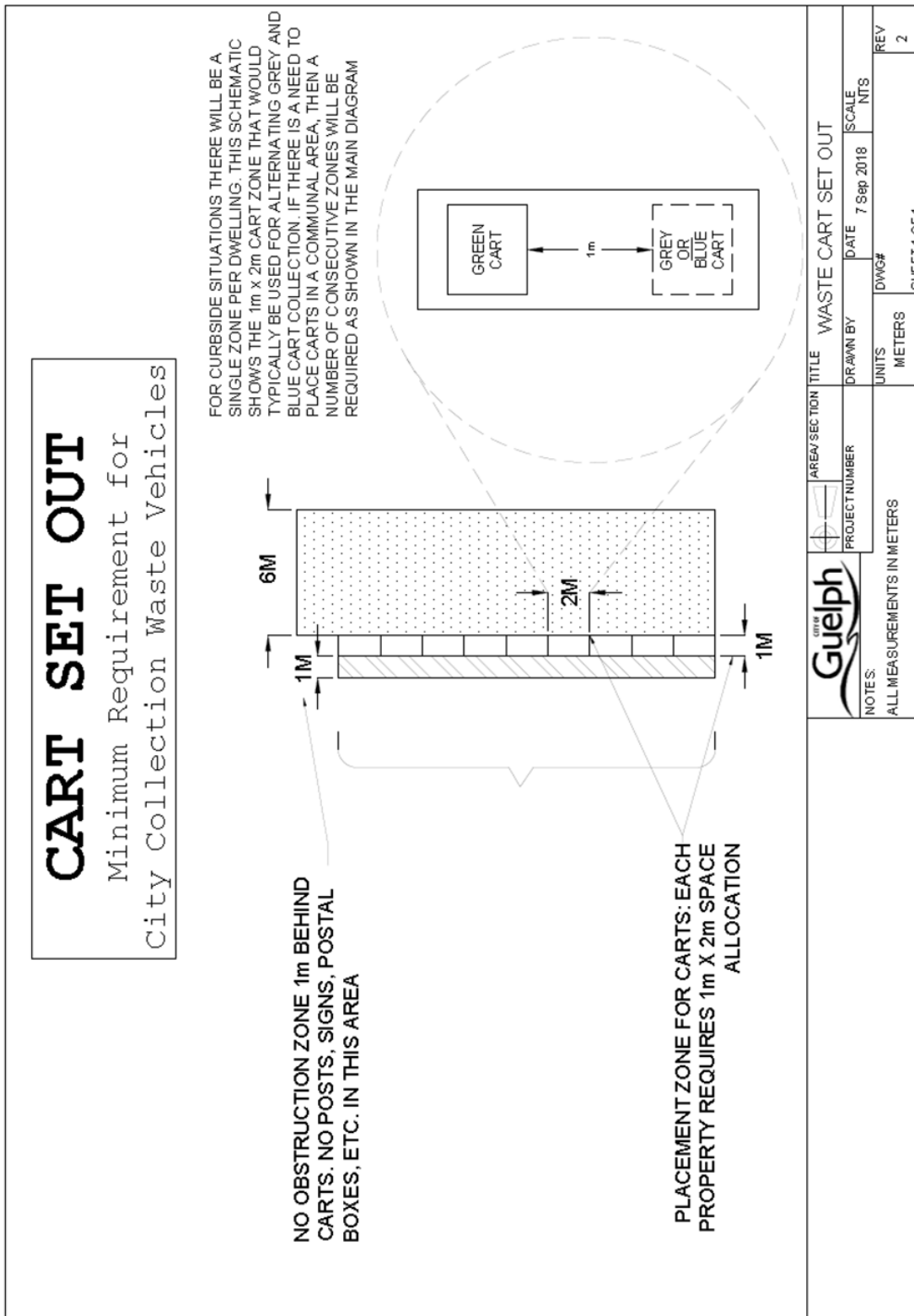
SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392

Appendix D – Turnaround and Set-out Dimensions



**SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392**

Appendix D – Turnaround and Set-out Dimensions

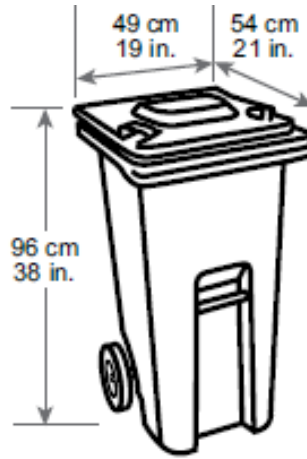


SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392

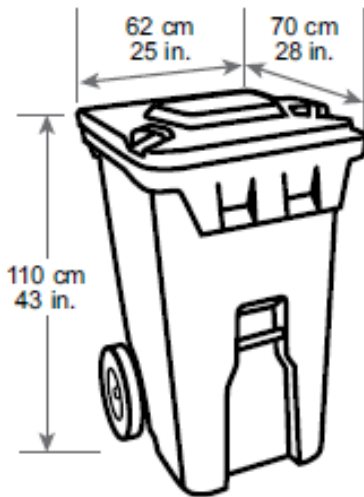
Appendix E – Cart Dimensions



Small
Holds 80 litres/21 gallons
(equivalent to
approximately one bag*)



Medium
Holds 120 litres/32 gallons
(equivalent to
approximately two bags*)



Large
Holds 240 litres/64 gallons
(equivalent to
approximately four bags*)



Extra large
Holds 360 litres/95 gallons
(equivalent to
approximately six bags*)

* A standard 30 in. x 38 in. (76 cm x 96 cm) bag

Note: all dimensions are approximate

**SCHEDULE F – Waste Collection Guidelines for Multi-residential Developments in the City of Guelph
of By-law Number (2019) – 20392**

Appendix F – Typical Front-end Bin Dimensions

An on-line investigation of commercial 4, 6 and 8-yd Front-end Bin footprints was conducted, and then volume measurements converted to cubic metres to determine an average based on 6 samples for each size.

Front-end Bin dimensions vary depending on bin height, lid type and loading characteristics (slanted top or sides, specialized uses, lid configurations), and commercial information was reviewed to eliminate extreme or exaggerated dimensions associated with non-typical designs.

Based on the sample set below, the average footprint for a 4-yard bin is 2.58m², for a 6-yard bin the average is 3.23m², and for an 8-yard bin the average is 3.96m²:

4, 6 and 8 cu.yd footprint

4				6				8			
L	W	ft ²	m ²	L	W	ft ²	m ²	L	W	ft ²	m ²
72	54	26.98	2.51	72	72	35.98	3.34	80	90	49.97	4.64
66	72	32.98	3.06	72	71	35.48	3.30	72	72	35.98	3.34
60	48	19.99	1.86	66	72	32.98	3.06	72	72	35.98	3.34
72	51	25.48	2.37	72	72	35.98	3.34	84	84	48.97	4.55
75	66	34.35	3.19	71	66	32.52	3.02	71	80	39.42	3.66
54	72	26.98	2.51	72	72	35.98	3.34	83	79	45.51	4.23
Average			2.58	Average			3.23	Average			3.96

Dimensions cited in inches in literature, converted to cubic metres

$in^2 * 0.007 = ft^2$

$ft^2 * 0.093 = m^2$

The City of Guelph tracks collection volumes based on Cart usage, and is able to convert litres per household (the Cart measurement) into cubic yards for the purposes of determining the requirement for communal collection and Front-end Bins. The average footprints noted above have been used to develop this sampling of space requirements for buildings of various sizes:

Sampling of Storage Requirements for Weekly Communal Collection

Units	Cu. Yds required			Front-End bins: 6 cu.yd			Front-end bins: 4 cu.yd			Front-end bins: 8 cu.yd			Footprint in m ²				
	Grey	Blue	Green	Grey	Blue	Green	Grey	Blue	Green	Grey	Blue	Green	6 cu.yd	4 cu. Yd	8cu. Yd	Total	Per Unit
25	3.9	5.9	2.6			1			1			1	3.23	5.16	0.00	8.40	0.34
50	7.8	11.7	5.2			1			1			1	3.23	2.58	7.92	13.74	0.27
75	11.7	17.6	7.8			3			1			1	9.70	2.58	7.92	20.21	0.27
100	15.6	23.4	10.4						1	2	3	1	0.00	2.58	23.77	26.35	0.26
125	19.5	29.3	13.0			1	1	1		2	3	1	6.47	2.58	23.77	32.82	0.26
150	23.4	35.1	15.6						1	3	4	2	0.00	2.58	35.65	38.23	0.25
175	27.3	41.0	18.2					1	1	1	3	5	0.00	7.75	39.61	47.36	0.27
200	31.2	46.8	20.8			1			1	4	5	2	3.23	2.58	43.57	49.39	0.25

0.27

**SCHEDULE G - Waste Management Plan and Source Separation Commitment for Multi-residential
Developments
of By-law Number (2019) – 20392**

**Preparing and Submitting a Waste Management Plan and Source Separation Commitment for
the City of Guelph - Developers and Redevelopers:**

Under the Guelph Waste Management By-law No. (2011)-19199, and successor By-laws, a Waste Management Plan and Source Separation Commitment (WMP) is required as part of the site plan approval process.

The attached sample plan has been developed to provide guidance to those preparing WMPs. It is also available as a Word document to facilitate ease of use, and sample wording is included to help get started. Feel free to use the existing language where it accurately reflects the situation. Checkboxes will help users to organize and conveniently acknowledge each element of the WMP.

The wording can be crafted to fit particular situations.

The attached WMP is organized according to the overarching themes:

- 1. *Understanding the obligation to source separate waste;***
- 2. *Implementing designs, systems and structures to support source separation of waste and equal access to Organics and recycling collection and;***
- 3. *Informing property managers and owners of their obligations to source separate waste.***

Persons drafting the plan are encouraged to add whatever detail applies to achieve the intent of the requirement. WMP reviewers will be looking for each element outlined in the template, which is designed to help cover all aspects. Using the template will assist in assessing eligibility for receipt of City Waste Collection Services.

We trust the attached will be helpful, and we thank you for your help in making our community a leader in progressive waste management.

**SCHEDULE G - Waste Management Plan and Source Separation Commitment for Multi-residential
Developments
of By-law Number (2019) – 20392**

Attention:	Manager, Solid Waste Resources, City of Guelph
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Development Information

Site Plan No.	
Site Location	
Name of Development	
Contact Name:	Should be the name and information of the Person signing this Plan
Contact Phone No.	
Contact Email:	
Date [mm/dd/yyyy]	

Property Information

No. of residential units	
No. of bedrooms per unit (avg.)	
No. of non-residential units	
Housing Type(s):	
<input type="checkbox"/>	Townhouse Row
<input type="checkbox"/>	Townhouse Stacked
<input type="checkbox"/>	Condominium
<input type="checkbox"/>	Apartment
<input type="checkbox"/>	Mixed Development
<input type="checkbox"/>	Institutional
<input type="checkbox"/>	Other (specify)
Mid/High Rise	<input type="checkbox"/>
No. Floors/Stories:	
Total Area, Ground Floor:	

Our Property is committed to the use of sound environmental practices and is committed to diverting Waste from landfill. This Waste Management Plan and Source Separation Commitment is a

SCHEDULE G - Waste Management Plan and Source Separation Commitment for Multi-residential Developments

of By-law Number (2019) – 20392

demonstration of our commitment to helping sustain our natural environment and comply with relevant environmental legislation.

“We understand our obligation to source separate waste”

We acknowledge that

Multi-residential Properties in Ontario are governed by the following legislation, both of which require Multi-residential Properties with six or more Dwelling Units to source separate waste:

- Ontario Regulation 103/94, Industrial, Commercial and Institutional Source Separation Programs, Section 10, Multi-Unit Residential Buildings, and
- Ontario’s Food and Organic Waste Framework Policy Statement, Sections 4.10 through 4.13;

Our property will be eligible to receive waste collection service provided by the City of Guelph, subject to

- submission of a current Waste Management Plan and Source Separation Commitment as required by the City of Guelph Waste Management By-law (2011) 19-199 or its successor;
- the Terms and Conditions of a City Waste Collection Service Agreement outlining City of Guelph service standards and collection requirements; and
- confirmation that site conditions and design are compatible with City of Guelph collection vehicles and systems.

Waste on site must be managed in accordance with the Waste Management By-law (2011) 19-199 or its successor(s).

“Our designs, systems and structures will support source separation of waste”

In recognition of our environmental commitment, we will

<input type="checkbox"/>	Develop designs and systems that will maximize the opportunities for all residents to sort all waste generated into Organics, Recyclables, and Garbage
<input type="checkbox"/>	Design for resident/tenant access to systems, facilities and Containers for Organics and Recyclables, and make these equally accessible to, and convenient for, residents in terms of travel distance, location and Container design, as compared to Garbage

Describe the plan and relevant site design characteristics:

For all developments and redevelopments:

**SCHEDULE G - Waste Management Plan and Source Separation Commitment for Multi-residential Developments
of By-law Number (2019) – 20392**

<input type="checkbox"/>	A traffic geometric has been performed and is attached for a standard three-axle waste collection vehicle
<input type="checkbox"/>	An internal roads layout designed to permit continuous collection without reversing, and with no reversing onto public roadways. Where the requirement for continuous forward collection cannot be met, a cul-de-sac or a “T” turnaround is required (Appendix C of Development Guideline document)
<input type="checkbox"/>	In cases where the collection vehicle is required to drive onto or over a supported structure (such as a ventilation grate, transformer cover, or underground parking garage or ramp), a letter certified by a professional engineer stating that the structure will safely support a weight of 35 tonnes

For curbside collection systems:	
<input type="checkbox"/>	1.5m ² of in-unit storage space (garage, storage area) will be dedicated to accommodate Recyclables, Organics and Garbage collectively.
<input type="checkbox"/>	Such storage to be located in the areas shown, with dimensions, on an attached drawing

For communal collection systems:	
<input type="checkbox"/>	A footprint of [No. of units x 0.3m ² per week / #collections per week] will be dedicated for storage of Organics, Recyclables and Garbage
<input type="checkbox"/>	Such storage to be located in the areas shown, with dimensions, on an attached drawing
<input type="checkbox"/>	Alternatively, “in-ground” Container types will provide storage capacity. (For the purposes of this Waste Management Plan and Source Separation Commitment template, please indicate how waste volumes are accommodated by in-ground Containers). Note: City service is compatible only with in-ground Containers that accommodate front-end loading
<input type="checkbox"/>	As shown in an attached drawing, the property will maintain Recyclables and Garbage Containers available at the front entrance and parking lot areas
<input type="checkbox"/>	Individual storage rooms on each floor or the ground floor will be provided with equal access for Organics, recycling, and waste, OR
<input type="checkbox"/>	A chute system, designed to provide source separation for Organics, Recycling and Garbage will be installed, comprised of

**SCHEDULE G - Waste Management Plan and Source Separation Commitment for Multi-residential Developments
of By-law Number (2019) – 20392**

<input type="checkbox"/>	three individual chutes, <i>OR</i>
<input type="checkbox"/>	a tri-sort chute system, <i>OR</i>
<input type="checkbox"/>	a bi-sort system and second single chute
<input type="checkbox"/>	AND such automated bi-sort or tri-sort systems must include
<input type="checkbox"/>	a mechanical locking system allowing the door to open only when the chute is lined up for the appropriate material selected, and
<input type="checkbox"/>	a mechanical locking system configured to lock out the chute(s) while someone is servicing the chute system or accessing the waste storage room where the chute system is located
<input type="checkbox"/>	Collection Points consisting of a level reinforced concrete pad suitably sized to accommodate all waste Containers to be serviced, finished to a minimum of 200 mm depth of reinforced concrete or a City approved alternative (i.e. heavy-duty uniform pavers)
<input type="checkbox"/>	Loading pad(s) in number and size appropriate for the quantity of waste Containers set out for collection, and not be less than 6.0 metres wide
<input type="checkbox"/>	A minimum unencumbered vertical clearance for the entire loading area of 8 metres to accommodate front-end collection vehicles

Provide drawings, separate from site plan drawings, with dimensions indicating set out location, and access for collection and storage locations for each of Organics, Recyclables and Garbage as part of this Waste Management Plan and Source Separation Commitment, clearly showing, where applicable based on curbside or communal collection:	
<input type="checkbox"/>	collection access routes
<input type="checkbox"/>	outdoor storage areas
<input type="checkbox"/>	communal Collection Point(s)
<input type="checkbox"/>	curbside collection area (sample site plan)
<input type="checkbox"/>	size and number of Containers to be used, which may be shown as part of sample curbside set-out or sample collection/storage area layout

SCHEDULE G - Waste Management Plan and Source Separation Commitment for Multi-residential Developments

of By-law Number (2019) – 20392

“We will make property managers and owners aware of the obligation to source separate, to circulate the Waste Management Plan and Source Separation Commitment to residents, and to educate residents to properly use the systems in place to source separate”

In recognition of our environmental commitment, and to inform property managers about the Waste Management Plan and Source Separation Commitment, we will:

Present this Waste Management Plan and Source Separation Commitment to the property managers and owners, and help them to understand their obligations, which include at a minimum:	
<input type="checkbox"/>	Providing to all new residents a copy of the Waste Management Plan and Source Separation Commitment, including sorting details, drawings and program information, prior to entering into purchase or rental agreements. A copy of the Waste Management Plan and Source Separation Commitment will also be provided to existing tenants and owners upon creation or revision
<input type="checkbox"/>	Placing signage for sorting requirements, and lists of items for Organics, Recyclables, and Garbage, in all waste storage or chute areas and on or above all Containers
<input type="checkbox"/>	Asking residents to acknowledge receipt of the plan and commit to source separating their Waste

Remind property managers or owners that all agreements for Private Waste Collection Service shall include wording to ensure that:	
<input type="checkbox"/>	All source separated Organic material is delivered to an approved Ministry of the Environment Organics waste processing facility with the intent of recovering the material and converting it into compost or other beneficial use
<input type="checkbox"/>	All source separated Recyclable material shall be delivered to an approved Ministry of the Environment material recovery facility with the intent of recovering the Recyclable material for beneficial use
<input type="checkbox"/>	All Garbage is delivered to an approved Ministry of the Environment, Conservation and Parks waste management site
<input type="checkbox"/>	In the event that the service provider offers Organics and/or Recyclables recovery through mixed waste or other processing option, all mixed waste is delivered to an approved Ministry of the Environment facility with the intent of recovering the Organics and/or Recyclable material for beneficial use

**SCHEDULE G - Waste Management Plan and Source Separation Commitment for Multi-residential
Developments
of By-law Number (2019) – 20392**

Print Name:	Signature:
Title:	Company:

Schedule H - Waste Management Plan and Source Separation Commitment for Existing Properties

of By-law Number (2019) – 20392

Preparing and Submitting a Waste Management Plan and Source Separation Commitment for the City of Guelph – Existing Properties

When a request for City of Guelph Waste Collection Services is made by a Multi-residential Property, submission of a Waste Management Plan and Source Separation Commitment (WMP) or updated WMP is required.

The attached sample plan has been developed to provide guidance to those preparing WMPs. It is also available as a Word document to facilitate ease of use, and sample wording is included to help get started. Feel free to use the existing language where it accurately reflects the situation. Checkboxes will help users to organize and conveniently acknowledge each element of the WMP.

The wording can be crafted to fit particular situations.

The attached WMP is organized according to these main themes:

- 1. *Understanding the obligation to source separate waste;***
- 2. *Implementing systems and features to support source separation and equal access to Organics and Recyclables collection; and***
- 3. *Helping residents and tenants to properly use the systems to source separate.***

Persons drafting the plan are encouraged to add whatever detail applies to achieve the intent of the requirement. WMP reviewers will be looking for each element outlined in the template, which is designed to help cover all aspects. Using the template will assist in assessing eligibility for receipt of City Waste Collection Services.

We trust the attached will be helpful, and we thank you for your help in making our community a leader in progressive waste management.

**SCHEDULE H - Waste Management Plan and Source Separation Commitment for Existing Properties
of By-law Number (2019) – 20392**

Attention:	Manager, Solid Waste Resources, City of Guelph
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Property Information

Site Plan No.	If not available, indicate "N/A"		
Site Location			
Name of Development			
Date [mm/dd/yyyy]			
Property Management Company:			
Contact Name		Site Contact Name	
Contact Phone No.		Site Contact Phone No	
Contact Email		Site Contact Email	
No. of residential units			
No. of bedrooms per unit (avg.)			
No. of non-residential units			
Housing Type(s):			
<input type="checkbox"/>	Townhouse Row		
<input type="checkbox"/>	Townhouse Stacked		
<input type="checkbox"/>	Condominium		
<input type="checkbox"/>	Apartment		
<input type="checkbox"/>	Mixed Development		
<input type="checkbox"/>	Institutional		
<input type="checkbox"/>	Other (specify)		
Mid/High Rise	<input type="checkbox"/>		
No. Floors/Stories:		Total Area, Ground Floor:	

Our Property is committed to the use of sound environmental practices and is committed to diverting waste from landfill. This Waste Management Plan and Source Separation Commitment is a

**SCHEDULE H - Waste Management Plan and Source Separation Commitment for Existing Properties
of By-law Number (2019) – 20392**

demonstration of our commitment to helping sustain our natural environment and comply with relevant environmental legislation.

“We understand our obligation to source separate waste”

We acknowledge that:

Multi-residential Properties in Ontario are governed by the following legislation, both of which require Multi-residential Properties with six or more units to source separate waste:

- Ontario Regulation 103/94, Industrial, Commercial and Institutional Source Separation Programs, Section 10, Multi-Unit Residential Buildings, and
- Ontario’s Food and Organic Waste Framework Policy Statement, Sections 4:10 through 4:13;

Our property will be eligible to receive waste collection service provided by the City of Guelph, subject to

- submission of a current Waste Management Plan and Source Separation Commitment as required by the City of Guelph Waste Management By-law (2011) 19-199 or its successor;
- the Terms and Conditions of a City Waste Collection Service Agreement outlining City of Guelph service standards and collection requirements; and
- confirmation that site conditions and design are compatible with City of Guelph collection vehicles and systems.

Waste on site must be managed in accordance with the Waste Management By-law (2011) 19-199 or its successor(s).

“Our features, systems and structures will support source separation of waste”

In recognition of our environmental commitment, we will

<input type="checkbox"/>	Implement systems and features that will maximize the opportunities for all residents to sort all waste generated into Organics, Recyclables, and Garbage
<input type="checkbox"/>	Implement systems, facilities and Containers for Organics and Recyclables, and make these equally accessible to, and convenient for, residents in terms of travel distance, location and Container design, as compared to Garbage

**SCHEDULE H - Waste Management Plan and Source Separation Commitment for Existing Properties
of By-law Number (2019) – 20392**

Describe the plan and relevant site characteristics:

To facilitate user convenience, accessibility, and functionality for the purposes of source separation and related collection service requirements, the Property:	
For All Properties:	
<input type="checkbox"/>	In cases where the collection vehicle is required to drive onto or over a supported structure (such as an ventilation grate, transformer cover, or underground parking garage or ramp), has provided a letter certified by a professional engineer stating that the structure will safely support a weight of 35 tonnes
<input type="checkbox"/>	Has an internal roads layout that permits continuous collection without reversing, and with no reversing onto public roadways. Where the requirement for continuous forward collection cannot be met, a cul-de-sac or a “T” turnaround is available;
For curbside collection systems:	
<input type="checkbox"/>	Has provided 1.5m² of in-unit storage space for and Garbage collectively
<input type="checkbox"/>	Storage noted above is located in the areas shown, with dimensions, on an attached drawing
For communal collection systems	
<input type="checkbox"/>	Has provided [<i>No. of units x 0.3m² wk/ #collections per wk</i>] of footprint area for storage of Organics, Recyclables and Garbage
<input type="checkbox"/>	Such storage to be located in the areas shown, with dimensions, on an attached drawing
<input type="checkbox"/>	Alternatively, “in-ground” Container types are used for storage capacity. (For the purposes of this Waste Management Plan and Source Separation Commitment template, please indicate how waste volumes are accommodated by in-ground Containers). Note: City service is compatible only with in-ground Containers that accommodate front-end loading
<input type="checkbox"/>	For medium to large properties, Garbage and Recyclables Containers are available at the front entrance and parking lot areas as shown in attached drawing(s) attached
<input type="checkbox"/>	Includes the following features that facilitate and promote source separation into Organics, Recyclables and Garbage, and provides users with equal access for Organics, Recyclables, and Garbage. [<i>Information provided in this section includes detail about the features and systems put in place to convey waste and make Organics and Recyclables recovery as accessible and convenient as Garbage disposal. These are typically highly specific to the property, and examples include: existing chute systems and bi-sort or tri-sort chutes, internal or external storage areas, collection areas, signage and even site activities to promote source separation.</i>]
<input type="checkbox"/>	Provides Collection Points consisting of a level reinforced concrete pad suitably sized to accommodate all waste Containers to be serviced, finished to a minimum of 200 mm depth of reinforced concrete or a City approved alternative (i.e. heavy-duty uniform pavers)
<input type="checkbox"/>	Provides loading pad(s) in number and size appropriate for the quantity of waste Containers set out for collection, and not be less than 6 metres wide
<input type="checkbox"/>	Has a minimum unencumbered vertical clearance for the entire loading area of 8 metres to accommodate front-end collection vehicles.

**SCHEDULE H - Waste Management Plan and Source Separation Commitment for Existing Properties
of By-law Number (2019) – 20392**

The following drawings indicate dimensions for set out locations, and access for collection and storage locations for each of Organics, Recyclables and Garbage as part of this Waste Management Plan and Source Separation Commitment , clearly showing, where applicable	
<input type="checkbox"/>	Collection access routes
<input type="checkbox"/>	Outdoor storage areas
<input type="checkbox"/>	Communal Collection Point(s)
<input type="checkbox"/>	Curbside collection area (sample site plan)
<input type="checkbox"/>	Size and number of Containers to be used, which may be shown as part of sample curbside set-out or sample collection/storage area layout

“We will help our residents and tenants to properly use the systems in place to source separate”

In recognition of our environmental commitment, to encourage residents to do their part, and to inform tenants, residents and owners about the Waste Management Plan and Source Separation Commitment, we will:

Present this Waste Management Plan and Source Separation Commitment to all new and existing tenants, residents and owners, and help them to understand their obligations, by:	
<input type="checkbox"/>	Providing sorting details, drawings and program information. A copy of the Waste Management Plan and Source Separation Commitment will also be provided to existing tenants and owners upon creation or revision
<input type="checkbox"/>	Placing signage for sorting requirements, and lists of items for, Organics, Recyclables and Garbage, in all waste storage or chute areas and on or above all Containers
<input type="checkbox"/>	Asking residents to acknowledge receipt of the plan and to source separate their waste

Print Name:	Signature:
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**SCHEDULE I – Waste Management Plan for a Special Event
of By-law Number (2019) – 20392**

The City of Guelph prioritizes a three-stream waste collection program for Recyclables, Organics and Garbage at special events. Please submit this Waste Management Plan for a Special Event at least **six (6) weeks** prior to when your event is scheduled. We will do our best to accommodate your request.

Please email the completed form to waste@guelph.ca.

Contact Information

Organization		
Organization Contact:	Name and Title:	
	Email:	
	Phone Number:	
	Cell Phone Number:	
Waste Diversion Liaison¹ Contact Information:	Name and Title:	
	Email:	
	Phone Number:	
	Cell Phone Number:	

1. The Waste Diversion Liaison is the key contact between the event and the Solid Waste Resources.

Event Information

Event name		
Event location		
Event type		
Event start date	Date:	Start time:
Event end date	Date:	End time:

# attendees expected	
# food vendors	
# merchandisers	
# portable washrooms (generating paper towel waste)	





**SCHEDULE I – Waste Management Plan for a Special Event
of By-law Number (2019) – 20392**

Waste Information

Who will collect the waste generated?	<input type="checkbox"/> Private hauler (provide name):
	<input type="checkbox"/> City of Guelph (fill out request below)
	<input type="checkbox"/> Other (specify):
If using a private hauler, where will the material be sent?	Recyclables:
	Organics:
	Garbage:

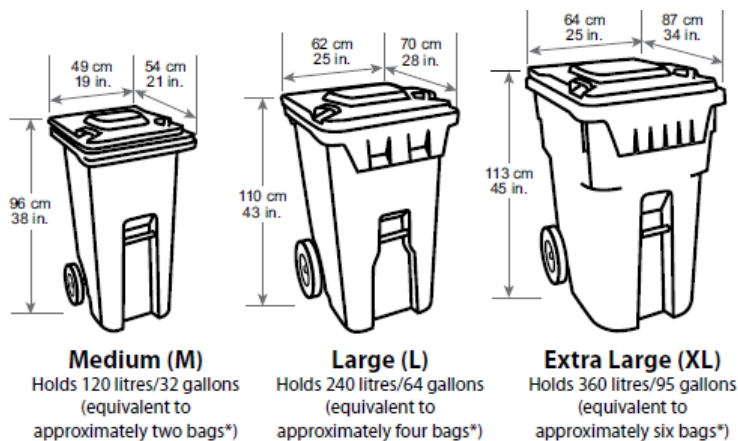
Private haulers bringing organic waste to the City of Guelph Waste Resource Innovation Centre (WRIC) must be pre-approved under the Environmental Compliance Approval issued by the Ministry of Environment and Climate Change. Please notify your private hauler of this condition.

City of Guelph Waste Services Request

Please select Cart sizes and note the quantities required			
 Blue Recycling Carts	# Medium =	# Large =-	# XL =
 Green Organics Carts	# Medium =	# Large =	
 Grey Garbage Carts	# Medium =	# Large =	# XL =
 Roll-off bins	14 yard =	40 yard =	

If requesting more than 10 Carts please consider the use of a Roll-off bin.
The event organizer is responsible for the storage and security of any roll off bin(s) and Cart(s) requested, waste sorting signs and waste station flags.

Drop off Date:	Pick up Date:	Drop-off Location:
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**SCHEDULE I – Waste Management Plan for a Special Event
of By-law Number (2019) – 20392**

Waste Sorting Station Information

<p>Number of Stations <i>i.e. # Sets of blue, green and grey Carts grouped together, with appropriate signage</i></p>			
<p>Number of waste Volunteers</p>			
<p>Mandatory Staffing of Stations</p>	<p><input type="checkbox"/> I acknowledge that a minimum of one Person/volunteer will staff each waste Sorting Stations at all times to reduce contamination.</p>		
<p>Will vendors / merchandisers be permitted to use Stations? Not recommended</p>	<p><input type="checkbox"/> Not Available</p>		
<p>Previous event tonnages/ estimate of the amount of waste generated</p>	<p>Garbage:</p>		

Waste Diversion

<p>Have you established any waste policies for this event (e.g. paper plates, no Styrofoam, no plastic water bottles)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If Yes, please describe:</p>
<p>How will you educate and train your volunteers?</p>
<p>How will you educate and train your vendors / merchandisers?</p>

**SCHEDULE I – Waste Management Plan for a Special Event
of By-law Number (2019) – 20392**

Bag Requirements

GREY (garbage)	BLUE (recycling)	GREEN (Organics)
<p>Items can be loose/un-bagged or in clear bags only.</p> <p>Black bags, white bags, grocery bags, and any non-clear bags are not accepted.</p>	<p>All items must be loose/un-bagged*</p>	<p>Items can be loose/un-bagged or in Paper Bags or Certified Compostable Plastic Bag.</p> <p>Plastic bags are not accepted.</p>

*If you are using bags to line your blue Carts at the Waste Sorting Stations and transferring this waste to a roll-off bin, please empty the bag contents loose into the Recyclables roll-off bin. You can re-use the bags to line your blue Carts and/or place them into the garbage roll-off bin once emptied.

Thank you for supporting Guelph’s waste diversion efforts

SCHEDULE J – Intentionally Deleted

**SCHEDULE K – City Waste Collection Service Agreement
of By-law Number (2019) – 20392**

Being a City Waste Collection Service Agreement with The Corporation of the City of Guelph (the “**City**”) under the City’s Waste Management By-law, as amended or replaced from time to time (the “**By-law**”).

In consideration of the City picking up Waste from the Residential Property indicated below (the “**Property**”), owned by the party indicated below (the “**Property Owner**”), the Property Owner, for itself, its heirs, executors, administrators, representatives, successors and assigns, hereby:

Complying with Waste Management Plan and Source Separation Commitment

1. Agrees to comply with the Waste Management Plan and Source Separation Commitment that applies to the Property, and to submit any changes to the City to accurately reflect current conditions on the Property.

Designating Contact Person

2. Agrees to designate and identify to the City an individual responsible for Waste management at the Property, who will act as the Property liaison with the City.

Ensuring City Access to Communal Collection Points

3. Authorizes and requests the City to:
 - (a) Access and cross the specified parts of the Property approved in advance by the City; and
 - (b) If applicable, and if necessary for access to or from the Property, access and cross any specified parts of properties not owned by the Property Owner, that intervene between the City road or Public Lane and the Property as approved in advance by the City.
4. Agrees to ensure that the City has full rights of access to and across:
 - (a) The necessary specified parts of the Property; and
 - (b) If applicable, the necessary specified parts of other properties.
5. Agrees to ensure that the necessary specified parts of the Property, and, if applicable, other properties, upon which the City’s Waste collection vehicle will travel, and all Collection Points, approved in advance by the City, are accessible to the City’s Waste collection vehicle, and are safe, clean, sanitary and clear of all odour, Refuse, persons, obstacles, and obstructions, including but not limited to parked vehicles, snow, ice and Bulky Items, throughout the time when the City’s Waste collection vehicle is on those specified parts and at those Collection Points.
6. Agrees to ensure that the access to the Property Owner’s Waste promotes primarily forward motion of the City’s Waste collection vehicle, with minimal reversing, to the safest extent possible, and with no reversing at all onto public roadways.
7. Agrees, if the Property is on front-end collection, to establish, at the Property Owner’s expense, accessible communal Collection Points including proper pads and clearances for loading purposes, proper signage providing sorting information, and screening.
8. Acknowledges that the City may:

**SCHEDULE K – City Waste Collection Service Agreement
of By-law Number (2019) – 20392**

- (a) With reasonable notice to the Property Owner, change the usual Waste collection day or days for the Property; and
- (b) Without notice to the Property Owner, change the usual Waste collection day to one or more following days if a holiday falls on the usual collection day.

Ensuring Resident Access to Collection Points

- 9. Agrees to:
 - (a) Ensure that Recyclables and Organics areas are as convenient to each resident as Garbage Collection Points are; and
 - (b) Provide Waste placement assistance to any individual who is entitled to place Waste at a specified location for collection, but, through disability, requires assistance to do so.

Ensuring City Access to Waste

- 10. Agrees to ensure that, at the time of collection of Waste by the City:
 - i. Any gates to Waste enclosures and storage areas are in the open position and secured;
 - ii. The cover lids of any front-end Containers are unlocked;
 - iii. Containers, Bulky Items and Yard Waste are placed appropriately in the designated Collection Points;
 - iv. Containers can be accessed for collection in a safe manner, by addressing work safety issues on the Property, such as eliminating overloaded or top-heavy Containers, securing trap doors, ensuring that nothing is on top of or leaning on any bin or Cart, and securely closing and locking compactor doors;
 - v. Containers are placed at the Collection Points in a manner that does not require manual moving of Waste Containers by the City Waste Collection Service, and that allows sufficient space to place empty Waste Containers at the Collection Points so as not to interfere with the collection from other Waste Containers; and
 - vi. Containers are locked or secured prior to and immediately following collection, in order to prevent contamination of Waste.

Ensuring that Waste Qualifies for Collection

- 11. Acknowledges that the City:
 - (a) May determine whether Waste placed on the Property qualifies under the By-law for collection; and
 - (b) Need not collect Waste which does not qualify, including Non-Collectible Waste, including, for example, Waste generated from building renovations, apartment fires or the sweeping of parking lots.
- 12. Agrees to ensure that all Waste to be picked up by the City:
 - (a) Complies with all applicable provisions of the By-law;

**SCHEDULE K – City Waste Collection Service Agreement
of By-law Number (2019) – 20392**

- (b) Is placed at Collection Points, approved in advance by the City; and
 - (c) Is set out in City issued Containers and/or Containers approved by the City.
13. Agrees to retain a Private Waste Collection Service to collect any Waste that is not Waste generated on the Residential Property.

Maintaining Containers

14. Acknowledges that:
- (a) Containers, including specialized Containers, supplied by the Property Owner are the responsibility of the Property Owner and the Property Owner, not the City, shall be responsible for repair or replacement, at its own expense, of any such Containers requiring repair or replacement; and
 - (b) Containers supplied by the City are owned by the City, and the Property Owner shall contact the City when any City-supplied Containers require repair or replacement, including of wheels; if the City determines that repair or replacement of City-supplied Containers is required for any reason beyond normal wear and tear, then the Property Owner, and not the City, shall be responsible for such repair or replacement, at its own expense.
15. Acknowledges that the numbers of Containers provided by the City are based on the expectation that residents will properly sort Recyclables and Organics materials, and where a request is made for additional Waste Containers beyond the numbers provided by the City, the City may assess whether the need for more Waste Containers is based on lack of participation in Recyclables or Organics collection programs, which, if so found, may be dealt with by the City in any or all of the following ways:
- (a) Providing information to the Property liaison individual, who will coordinate an information session to provide information to the residents of the Property within two to three weeks after the finding;
 - (b) At the discretion of the City, providing additional Containers and/or increasing or decreasing the frequency of collection; or
 - (c) Imposing a fee or charge for Waste collections.

Promoting Source Separation

16. Commits to promoting, maintaining and enforcing, at the Property Owner's expense, the standards of the Source Separation Program, which commitment, at a minimum includes:
- (a) Distributing information and guidance about Waste sorting, bag requirements, storage, set-outs and collection days to residents prior to receipt of City Waste Collection Service;
 - (b) Organizing information sessions with all residents , at least annually, and with or without the participation of City staff, if available when invited;
 - (c) Posting and maintaining signage as follows:
 - i. Containing information about the City's Waste collection programs;

**SCHEDULE K – City Waste Collection Service Agreement
of By-law Number (2019) – 20392**

- ii. Located in common areas of the Property, such as building lobbies, mail rooms, laundry rooms, chute rooms, and Waste drop off locations, as well as on, at, or above Waste Containers;
 - iii. Initially posted when City Waste Collection Service is first implemented for the Property, and replaced when the signage becomes worn, weathered or damaged; and
 - iv. Comprising posters provided by the City and/or other signage approved by the City.
- (d) Working with individual residents who are willing to act as program leaders or ambassadors to help disseminate information and provide demonstrations about the City Waste Collection Service;
- (e) Establishing mechanisms in lease agreements or Condominium documents, that outline penalties to residents for failing to meet the Waste set-out requirements and/or incentives to reward residents for their good set-out performance; and
- (f) Publicizing and distributing the following key Waste collection information:
- i. Place Garbage in Garbage Containers, either loose or in transparent, clear bags;
 - ii. Place Recyclables in Recyclables Containers loose, or, if they are shredded paper, in transparent, clear bags;
 - iii. Place Organics in Organics Containers, either loose or in certified compostable bags;
 - iv. Do not place any type of Organics, Recyclables, Garbage or Special Collection Waste in black bags or Garbage bags;
 - v. Flatten and bundle cardboard and place it in Recyclables Containers or in separate, designated cardboard Containers;
 - vi. Do not overfill or overstuff Containers or place any Waste material on the ground;
 - vii. Do not place household hazardous Waste or special Waste, such as propane tanks, paint cans, batteries, lightbulbs, used hypodermic medical needles or lancets, or outdated or unused pharmaceuticals in Waste Containers; instead, dispose of these materials by delivering them to the Solid Waste Resources Innovation Centre, Municipal Household Hazardous Waste Depot, at 110 Dunlop Drive, Guelph;
 - viii. Place Sharp Objects, such as broken glass, non-fluorescent light bulbs, razors, blades and knives in cardboard boxes no longer than 0.6 metres in any dimension, taped securely and prominently labelled “SHARP OBJECTS”, and place them in the Garbage Container; and
 - ix. Do not dispose of Bulky Items through the curbside or communal collection program; instead, dispose of these materials by contacting the City’s Waste Resource Innovation Centre at 519-767-0598 to obtain a “Large item ticket” and to arrange a collection date.

Paying Expenses

17. Agrees:

- (a) To pay all expenses related to:

**SCHEDULE K – City Waste Collection Service Agreement
of By-law Number (2019) – 20392**

- i. Replacement of any collection equipment provided by the City that the City determines is the responsibility of the Property Owner due to neglect, abuse, or loss;
 - ii. Collection-related equipment belonging to the City that is not returned when requested by the City;
 - iii. Investigations and Waste audits, including collection and disposal of:
 - (1) Materials not appropriately source-separated,
 - (2) Materials not set out in accordance with the City by-laws, including improper use of Plastic Bags or Plastic Liners, or
 - (3) Waste on the Property not stored in appropriate Containers, and
- (b) That, if any expenses are incurred by the City related to the City Waste Collection Service identified in this agreement are not reimbursed directly to the City, then the City may recover such expenses by adding them to the tax roll for the Property and collecting them in the same manner as property taxes.
18. Acknowledges that the following services may, at the discretion of the City, be available from the City upon payment of the applicable fees and charges under the City's User Fees By-Law, and may, at the discretion of the City, based on the situation encountered on the Property, be required by the City, in which case such payment will be required:
- (a) Increased frequency of collection, such as through an added collection day, whether temporary or ongoing;
 - (b) Collection of excess Garbage volumes beyond those normally expected for the number of residential units served;
 - (c) Delayed visits or return visits caused by failures to maintain the Collection Point so that it is at all times accessible to the collection vehicles on the day of collection by being safe and clear of all debris, obstacles, obstructions and persons throughout the time when the Waste collection vehicle is providing service;
 - (d) Collection from non-standard Containers, a service which is only available if the City is properly equipped to provide it;
 - (e) Cleaning of Collection Points or storage areas, if the City determines that such areas have not been kept clean, sanitary, odour-free and/or free of Bulky Items or Refuse, and a cleanup of Waste in the area is required;
 - (f) Sorting, removal or collection of improperly-sorted material;
 - (g) Moving of Carts or Containers;
 - (h) Investigation and audits of non-compliant Waste and set-out;
 - (i) Provision and use of any equipment beyond the standard service, such as wheels for front-end Containers; and
 - (j) Any other services or site-specific activities that are considered by the City to be beyond the standard level of service or add time to the collection route.

Conducting Daily Inspections

**SCHEDULE K – City Waste Collection Service Agreement
of By-law Number (2019) – 20392**

19. Agrees to conduct a daily inspection of Containers to:
- (a) Correct and/or prevent contamination of Recyclables by ensuring that Non-Recyclable Materials are removed from the Recyclables Containers;
 - (b) Correct and/or prevent contamination of Organics by ensuring that non-Organic Materials are removed from the Organics Containers;
 - (c) Remove Recyclables and Organics Materials from Garbage Containers;
 - (d) Correct and/or prevent the use of black bags or opaque bags for Garbage by removing such bags from Garbage Containers;
 - (e) Correct and/or prevent the use of bags for Recyclables (except transparent bags for shredded paper) and remove bags from Recyclables Containers;
 - (f) Ensure that Organics are placed in paper bags or certified compostable bags;
 - (g) Ensure that cardboard is flattened and bundled;
 - (h) Correct and/or prevent Municipal Hazardous or Special Waste, medical Waste, Bulky Items and construction and demolition materials and other Non-Collectible Waste being placed in Organics, Recyclables or Garbage Containers;
 - (i) Correct and/or prevent overflowing or overloaded Containers and the placement of material on the ground;
 - (j) Ensure Sharp Objects such as broken glass, non-fluorescent light bulbs, razors, blades and knives are placed in a cardboard box labelled “SHARP OBJECTS” and placed inside Garbage collection Containers;
 - (k) Correct and/or prevent Bulky Items from being placed for disposal without the required “Large item tickets”;
 - (l) Maintain Containers, chutes, sorting and compaction equipment in good and operable condition including by means of regular cleaning and sanitizing of Containers; and
 - (m) Close and secure Containers and lids to prevent wind-blown Refuse.

Indemnification

20. Indemnifies the City and its members of Council, directors, officers, employees, servants, agents and contractors (collectively the “**Protected Persons**”) against all claims, demands, actions, causes of action, suits and proceedings, whether involving actual or alleged negligence, actions or omissions, or any other basis (collectively the “**Recourses**”) by whomsoever made, brought, sustained or prosecuted, for the for all liabilities, losses, damages (including property damages), injuries (including personal injuries, bodily injuries and death), costs (including legal costs) and expenses, including all effects and consequences thereof, and including all that are not now known or anticipated but which may arise in the future, but excluding those caused by the negligence of the City or a Protected Person (collectively the “**Harms**”), relating in any way to this Agreement.
21. Releases and discharges the City and the Protected Persons from all Recourses for all Harms, relating in any way to this Agreement.

**SCHEDULE K – City Waste Collection Service Agreement
of By-law Number (2019) – 20392**

22. Acknowledges that, for the purpose of making the promise to indemnify the City's Protected Persons enforceable, the City is acting as the agent and trustee for its Protected Persons.
23. Agrees, at the City's election, either to assume the defence of every Recourse brought in respect of a Harm, or to cooperate with the City in the defence, including providing the City with prompt written notice of any possible Harm and providing the City with all information and material relevant to the possible Harm.
24. Waives all rights that the Property Owner may have against the City and the Protected Persons in respect of all Recourses for the Harms, relating in any way to this Agreement.
25. Agrees not to make, bring, sustain or prosecute any Recourse for any of the Harms, against any other person who might claim contribution or indemnification from the City or any of the Protected Persons, relating in any way to this Agreement.
26. Without restricting the generality of the provisions in this Agreement related to indemnification, agrees to obtain, and for as long as this Agreement is in effect, maintain, pay for and, upon request by the City from time to time, provide evidence, satisfactory to the City, of the following Commercial General Liability Insurance coverage, taken out with an insurer licensed to transact insurance business in Ontario, bearing original signatures of authorized insurance representatives and satisfactory to the City:
 - (a) Including "The Corporation of the City of Guelph" as an additional insured;
 - (b) To a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence;
 - (c) Including bodily injury, personal injury, death and damage to property, including loss of use of such property;
 - (d) In a form satisfactory to the City; and
 - (e) Endorsed to provide "The Corporation of the City of Guelph" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.
27. Agrees to renew or replace the foregoing policy immediately if it expires while this Agreement is in effect, and, within sixty (60) days after such expiry, to provide to the City evidence, satisfactory to the City, of the renewed or replaced policy.

Termination

28. Acknowledges that either the Property Owner or the City may terminate this Agreement upon at least 14 days of prior notice.
29. Acknowledges that the City may terminate this Agreement immediately and without notice upon failure by the Property Owner to comply with any provision of this Agreement.

Interpretation

30. Acknowledges that this Agreement contains terms defined in the By-law.
31. Acknowledges that this Agreement may be read with such changes of gender and number as the context requires.
32. Acknowledges that this Agreement will survive the termination of the collection of Waste from the Property for two years.

[Signature page follows]

**SCHEDULE K – City Waste Collection Service Agreement
of By-law Number (2019) – 20392**

The Property

The Property Owner

Municipal Address

Registered Legal Name

Property Identification Number (PIN)

Signature of Authorized Representative
(I am authorized to Bind the corporation.)

Print Name of Authorized Representative

Legal Description

Date Signed

**SCHEDULE L - City Waste Collection Service Standards and Limits
of By-law Number (2019) – 20392**

TABLE A - Residential and Multi-Residential Curbside			
Waste Type	Collection Frequency	Quantity Limit	Notes and Qualifiers
Garbage	Every other week	1 240L Garbage Cart (Grey) per curbside property	Smaller Garbage and Recyclables carts available if requested.
Recyclables	Every other week	1 360L Recyclables Cart (Blue) per curbside property	
Organics	Weekly	1 80L Organics Cart (Green) per curbside property	
Yard Waste	Seasonal, every other week	Paper bags or Reusable Container less than 100 litres, branches and tree limbs less than 6 cm in diameter bundled no larger than 1.0 by 0.6 metres, no set out to exceed 20 kilograms.	Seasonal schedule determined on a year-to-year basis
Large items	On request based on purchase of a large item ticket	Governed by large item unit fees for yard waste outside of seasonal collection, appliances and other large items	Additional surcharges for refrigerant removal and/or additional charges and acceptance of extra large items on a case by case basis.

TABLE B - Multi-Residential using Communal Collection Points			
Service is provided subject to an approved Waste Management Plan and City Waste Collection Service Agreement. Waste Management Plans to provide at a minimum the listed quantity with Carts or Front-End Bins only provided by City:			
Waste Type	Collection Frequency	Quantity Limit	Notes and Qualifiers
Garbage	Weekly	100L per residential unit	There is an option to increase available capacity (quantity) up to curbside equivalent volume (Table A) in Carts or Front-End Bins based on demonstrated need and program performance.
Recyclables	Weekly	100L per residential unit	
Organics	Weekly	10L per residential unit	
Yard Waste	Seasonal, every other week		Prepared as per curbside requirements, offered at the curbside (Table A) level of service

**SCHEDULE L - City Waste Collection Service Standards and Limits
of By-law Number (2019) – 20392**

Large items	On request based on purchase of a large item ticket	Governed by large item unit fees for yard waste outside of seasonal collection, appliances and other large items	Additional surcharges for refrigerant removal and/or additional charges and acceptance of extra large items on a case by case basis.
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TABLE C - Downtown Collection Area - Curbside

Waste Type	Collection Frequency	Quantity Limit	Notes and Qualifiers
Garbage	Monday through Saturday, Weekly	360L per unit	Supplemented by public space bins
Recyclables	Monday through Saturday, Weekly	360L per unit	
Organics	Monday through Saturday, Weekly	240L per unit	
Yard Waste	Seasonal for Residential Properties, every other week		Prepared as per curbside requirements, offered at the curbside (Table A) level of service.

TABLE D – Small Mixed-Use Building (Effective March 1, 2023)

Waste Type	Collection Frequency	Quantity Limit	Notes and Qualifiers
Garbage	Every other week	240L per Dwelling Unit	Must be located on a residential collection route.
Recyclables	Every other week	360L per Dwelling Unit. Service may not be provided by the municipality to non-residential sources after January 1, 2025	Must generate Waste that fits into Carts shared with and provided to the residential Dwelling Unit(s) and meet residential set out limits (240L grey, 360L blue and 80L green)
Organics	Weekly	80L per Dwelling Unit	Must comply with the By-law to participate in all waste streams. Waste Generator or Property Owner must enter into a City Waste Collection Service Agreement. Excludes the Downtown Collection

**SCHEDULE L - City Waste Collection Service Standards and Limits
of By-law Number (2019) – 20392**

			Area; and Must use a Private Waste Collection Service if they cannot meet qualifiers.
Yard Waste	Seasonal for Residential Dwelling Unit		Prepared as per curbside requirements, offered at the curbside (Table A) level of service.

TABLE E – Institutional Property (Effective March 1, 2023)

Waste Type	Collection Frequency	Quantity Limit	Notes and Qualifiers
Garbage	Every other week	240L per property	Must be located on a residential collection route.
Recyclables	Every other week	360L per property. Service may not be provided by the municipality after January 1, 2025	Must generate waste that fits into residential set out limits (240L grey, 360L blue and 80L green)
Organics	Weekly	80L per property	Must comply with the By-law to participate in all waste streams. Waste Generator or Property Owner must enter into a City Waste Collection Service Agreement. Excludes the Downtown Collection Area. Applies to Institutional Zones as per the Zoning By-law; and Must use a Private Waste Collection Service if they cannot meet qualifiers.

TABLE F – School (Effective January 1, 2026)

Waste Type	Collection Frequency	Quantity Limit	Notes and Qualifiers
Garbage	Service not provided	Not applicable	Must be located on a residential collection route.
Recyclables	Service not provided	Not applicable. Service will be provided by a Producer Responsibility Organization	Waste Carts and size based on volume generated.
Organics	Weekly	Number of carts based on volume generated by property.	Waste Generator or Property Owner must enter into a City Waste

**SCHEDULE L - City Waste Collection Service Standards and Limits
of By-law Number (2019) – 20392**

			<p>Collection Service Agreement. Excludes the Downtown Collection Area; and Must use a Private Waste Collection Service if they cannot meet qualifiers.</p>
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**SCHEDULE M - Waste Management Plan and Source Separation
Commitment for Small Mixed-Use Buildings and Institutional Properties
of By-law Number (2019) – 20392**

When a request for City of Guelph Waste Collection Services is made by a Small Mixed-Use Building or an Institutional Property, submission of a Waste Management Plan (WMP) or updated WMP and a Source Separation Commitment are required.

The attached sample has been developed to provide guidance to those preparing WMPs. Sample wording is included to help get started. Feel free to use the existing language where it accurately reflects the situation. Checkboxes will help users to organize and conveniently acknowledge each element of the WMP. The wording can be crafted to fit particular situations.

The WMP and Source Separation Commitment are required from the following properties requesting City Waste Collection Services:

- A Small Mixed-Use Building
- An Institutional Property

The following properties are not required to complete this WMP and source separation commitment:

- A Home Occupation, as per the Zoning By-law

For a Multi-residential Property which contains six or more Dwelling Units, please see applicable schedules for a Multi-residential Property.

The attached WMP is organized according to these main themes:

- 1. Understanding the obligation to source separate waste;**
- 2. Implementing systems and features to support source separation and equal access to Organics and Recyclables collection; and**
- 3. Helping residents, tenants, Occupants and owners to properly use the systems to source separate.**

Persons drafting the WMP are encouraged to add whatever detail applies to achieve the intent of the requirement. WMP reviewers will be looking for each element outlined in the template, which is designed to help cover all aspects. Using the template will assist in assessing eligibility for receipt of City Waste Collection Services.

We trust the attached will be helpful, and we thank you for your help in making our community a leader in progressive waste management.

**SCHEDULE M - Waste Management Plan and Source Separation
Commitment for Small Mixed-Use Buildings and Institutional Properties
of By-law Number (2019) – 20392**

Attention:	Manager, Solid Waste Resources, City of Guelph
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Property Information

Site Plan No. (if available)			
Site address			
Name(s) of business or institutional unit(s) at this address			
Date [mm/dd/yyyy]			
Property Management Company (if applicable):			
Contact Name		Site Contact Name	
Contact Phone No.		Site Contact Phone No.	
Contact Email		Site Contact Email	
No. of residential units			
No. of institutional units and/or no. of business units			
Business Type(s):			
<input type="checkbox"/>	Retail		
<input type="checkbox"/>	Office		
<input type="checkbox"/>	Service		
<input type="checkbox"/>	Community		
<input type="checkbox"/>	Other (please specify):		
<input type="checkbox"/>	Institutional (please specify):		
Do you currently receive City waste Cart collection?	No <input type="checkbox"/>	Yes <input type="checkbox"/>	
Please list the serial numbers of all City waste Carts you currently have on your property. See Schedule L in Waste Management By-law No. (2019)-20392, or its successor, for City waste collection service levels and eligibility criteria for a Small Mixed-Use Building and an Institutional Property.			
Serial no. of the Carts: e.g., 814G XXXXXXXX			
Small Mixed-Use Building: A residential Dwelling Unit may receive one set of Carts (240L grey, 360L blue and 80L green). A non-residential unit will not receive a set of Carts, but they may top up the Carts provided to the residential Dwelling Unit(s) with their waste.			
Are you requesting one set of Carts for each residential Dwelling Unit?	No <input type="checkbox"/>	Yes <input type="checkbox"/>	
	If no, how many carts are you requesting for organics: _____, recycling: _____, garbage: _____		
Institutional Property: An Institutional Property (e.g., place of worship) on a residential route may			

**SCHEDULE M - Waste Management Plan and Source Separation
Commitment for Small Mixed-Use Buildings and Institutional Properties
of By-law Number (2019) – 20392**

receive one set of Carts (240L grey, 360L blue and 80L green).	
If you don't have Carts, are you requesting one set of Carts?	No <input type="checkbox"/> Yes <input type="checkbox"/>

Our Property is committed to the use of sound environmental practices and is committed to diverting waste from landfill. This Waste Management Plan is a demonstration of our commitment to helping sustain our natural environment and comply with relevant environmental legislation.

“We understand our obligation to source separate waste”

We acknowledge that:

The IC&I sector is regulated at the Provincial level under *Ontario Regulations 102/94, 103/94 and 104/94* which require large IC&I Properties to develop waste reduction work plans and separate certain wastes for reuse or recycling;

In 2016, the Government of Ontario released its Strategy for a Waste-Free Ontario which includes amendment of the provincial regulations for IC&I Properties to increase resource recovery and greater diversion in the IC&I sectors;

In 2021, the Government of Ontario released the Blue Box Regulation under the *Resource Recovery and Circular Economy Act, 2016*, which excludes businesses and institutions as eligible sources for recycling collection. Beginning in 2025, blue box collection service may no longer be provided by the City to a Small Mixed-Use Building or Institutional Property; and

Municipalities are not legislatively bound to provide services to IC&I Properties and Private Waste Collection Providers can be contracted for collection services.

Our Property will be eligible to receive waste collection service provided by the City of Guelph, subject to

Meeting IC&I collection eligibility criteria as set out in Schedule L of the Waste Management By-law (2019)-20392 or its successor;

Submission of a current Waste Management Plan and Source Separation Commitment as required by the City of Guelph Waste Management By-law (2019)- 20392 or its successor;

The Terms and Conditions of a City Waste Collection Service Agreement outlining City of Guelph service standards and collection requirements; and

Confirmation that site conditions and design are compatible with City of Guelph collection vehicles and systems.

Waste on site must be managed in accordance with the Waste Management By-law (2019)-20392 or its successor(s).

**SCHEDULE M - Waste Management Plan and Source Separation
Commitment for Small Mixed-Use Buildings and Institutional Properties
of By-law Number (2019) – 20392**

“Our features, systems and structures will support source separation of waste”

In recognition of our environmental commitment, we will

<input type="checkbox"/>	Implement systems and features that will maximize the opportunities for all Waste Generators to sort all waste generated into Organics, Recyclables, and Garbage
<input type="checkbox"/>	Implement systems, facilities and containers for Organics and Recyclables, and make these equally accessible to, and convenient for Waste Generators in terms of travel distance, location and container design, as compared to Garbage
<input type="checkbox"/>	Make any contractor or personnel responsible for the collection and disposal of Organics, Recyclables and Garbage in the City provided waste Carts aware of the obligations to source separate Organics, Recyclables and Garbage

Describe the plan and relevant site characteristics:

To facilitate user convenience, accessibility, and functionality for the purposes of source separation and related collection service requirements, the following drawings indicate dimensions for set out locations, and access for collection and storage locations for each of Organics, Recyclables and Garbage as part of this Waste Management Plan and Source Separation Commitment , clearly showing, where applicable:	
For curbside collection systems:	
<input type="checkbox"/>	Has provided $1.5m^2$ of in-unit or outdoor storage space for Organics, Recyclables and Garbage collectively
<input type="checkbox"/>	Set out frontage of 2.5 metres wide by 1-metre deep and an additional 1 metre of unobstructed space behind the Carts
<input type="checkbox"/>	Set out curbside and storage on the property noted above is located in the areas shown, with dimensions, on an attached drawing to the Waste Management Plan
For communal collection systems:	
<input type="checkbox"/>	Has provided [<i>No. of units</i> x $0.3m^2$] of footprint area for storage of Organics, Recyclables and Garbage
<input type="checkbox"/>	Set out frontage of 2.5 metres wide by 1-metre deep and an additional 1 metre of unobstructed space behind the waste Carts
<input type="checkbox"/>	Set out and storage on the property to be located in the areas shown, with dimensions, on an attached drawing to the Waste Management Plan

“We will help all Waste Generators to properly use the systems in place to source separate”

In recognition of our environmental commitment to encourage all Waste Generators to do their part, and to inform all Waste Generators about the Waste Management Plan, we will:

Present this Waste Management Plan to all Waste Generators (residents, tenants, Occupants and owners) and help them to understand their obligations by:	
<input type="checkbox"/>	Providing sorting details, drawings and program information. A copy of the Waste Management Plan will also be provided to all Waste Generators upon creation or revision

**SCHEDULE M - Waste Management Plan and Source Separation
Commitment for Small Mixed-Use Buildings and Institutional Properties
of By-law Number (2019) – 20392**

<input type="checkbox"/>	Placing signage for sorting requirements, and lists of items for, Organics, Recyclables and Garbage, in all waste storage or chute areas and on or above all Containers
<input type="checkbox"/>	Asking Waste Generators to acknowledge receipt of the plan and to source separate their waste

Print Name:	Signature:
Title:	Company:

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
Buildings and Institutional Properties
of By-law Number (2019) – 20392**

CITY WASTE COLLECTION SERVICE AGREEMENT - SMALL MIXED-USE BUILDINGS AND INSTITUTIONAL PROPERTIES

Between:

The Corporation of the City of Guelph (“City”) and

[insert legal name of property owner(s)] (“Property Owner”)

This City Waste Collection Service Agreement – Small Mixed-Use Building and Institutional Properties (“Agreement”) with the City and [insert legal name of Property Owner] (the “Property Owner”) is entered into pursuant to the City’s Waste Management By-law, as amended or replaced from time to time (the “Waste Management By-law”).

In consideration of the City picking up Waste from the Small Mixed-Use Buildings or Institutional Property municipally known as [insert full municipal address] and legally described as [insert legal description], Property Identifier Number [insert PIN for property] (the “Property”), owned by the Property Owner the parties mutually agree as follows:

Complying with Waste Management Plan

1. The Property Owner shall comply with the Waste Management Plan that applies to the Property, and to submit any changes to the City to accurately reflect current conditions on the Property.

Designating Contact Person

2. The Property Owner shall designate and identify to the City an individual responsible for Waste management at the Property, who will act as the Property liaison with the City.

Notice of Collection Day

3. The parties acknowledge and agrees that the City may:
 - (a) With reasonable notice to the Property Owner, change the usual Waste collection day or days for the Property; and
 - (b) Without notice to the Property Owner, change the usual Waste collection day to one or more following days if a holiday falls on the usual collection day.

Ensuring Resident Access to Collection Points

4. The Property Owner shall:
 - (a) Ensure that Recyclables and Organics areas are as convenient to each resident as Garbage Collection Points are; and
 - (b) Provide Waste placement assistance to any individual who is entitled to place Waste at a specified location for collection, but, through disability, requires assistance to do so.

Where to Set out Waste for Collection

5. Every Property Owner shall ensure that all Waste set out for collection is set out at a Collection Point located on, adjacent to or in front of the Property where the Waste was generated. Unless otherwise determined by the Manager, the Collection Point for the Property is:
 - (a) if the Property is beside a road and the road has a curb, less than 0.3 meter from the road behind the curb;
 - (b) if the Property is beside a road and the road has a gravel shoulder, at the outside edge of the shoulder; or
 - (c) if the Property is beside a Public Lane, as close as possible to the edge of the Public Lane.

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
Buildings and Institutional Properties
of By-law Number (2019) – 20392**

Ensuring City Access to Waste

6. The Property Owner shall ensure that, at the time of collection of Waste by the City:
 - (a) Carts, Large Items and Yard Waste are placed appropriately in the designated Collection Points;
 - (b) Containers can be accessed for collection in a safe manner, by addressing work safety issues on the Property, such as eliminating overloaded or top-heavy Containers, and ensuring that nothing is on top of or leaning on any Container; and
 - (c) Containers are placed at the Collection Points in a manner that does not require manual moving of Waste Containers by the City Waste Collection Service, and that allows sufficient space to place empty Waste Containers at the Collection Points so as not to interfere with the collection from other Waste Containers.

Ensuring that Waste Qualifies for Collection

7. The parties acknowledge and agree that the City:
 - (a) May determine whether Waste placed on the Property qualifies under the By-law for collection; and
 - (b) Need not collect Waste which does not qualify, including Non-collectable Waste, including, for example, Waste generated from building renovations, apartment fires or the sweeping of parking lots.
8. The Property Owner shall ensure that all Waste to be picked up by the City:
 - (a) Complies with all applicable provisions of the By-law.
 - (b) Is placed at Collection Points, approved in advance by the City; and
 - (c) Is set out in City issued Carts approved by the City.
9. The Property Owner shall retain a Private Waste Collection Service to collect any Waste that is not Waste generated on the Property.

Maintaining Carts

10. The parties acknowledge and agree that:
 - (a) Carts supplied by the City are owned by the City, and the Property Owner shall contact the City when any City-supplied Carts require repair or replacement, including of wheels; if the City determines that repair or replacement of City-supplied Carts is required for any reason beyond normal wear and tear, then the Property Owner, and not the City, shall be responsible for such repair or replacement, at its own expense.
 - (b) The number of Carts provided by the City are based on the standard level of service levels defined in Schedule L - City Waste Collection Service Standards and Limits of the By-law, and the expectation that Waste Generators will properly sort Recyclables and Organics materials.

Promoting Source Separation

11. The Property Owner shall promote, maintain and enforce, at the Property Owner's expense, the standards of the Source Separation Program, which shall, at a minimum include:
 - (a) Distributing information and guidance about Waste sorting, bag requirements, storage, set-outs and collection days to Waste Generators prior to receipt of City Waste Collection Service;
 - (b) Posting and maintaining signage as follows:
 - i. Containing information about the City's Waste collection programs;
 - ii. Located in common areas of the Property, such as building lobbies, mail rooms,

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
Buildings and Institutional Properties
of By-law Number (2019) – 20392**

laundry rooms, chute rooms, and Waste drop off locations, as well as on, at, or above Waste Carts;

- iii. Initially posted when City Waste Collection Service is first implemented for the Property, and replaced when the signage becomes worn, weathered or damaged; and
 - iv. Comprising posters provided by the City and/or other signage approved by the City.
- (c) Working with Occupants, tenants and residents who are willing to act as program leaders or ambassadors to help disseminate information and provide demonstrations about the City Waste Collection Service;
- (d) Establishing mechanisms in lease agreements or other documents, that outline penalties to Occupants, tenants and residents for failing to meet the Waste set-out requirements and/or incentives to reward Occupants, tenants and residents for their good set-out performance; and
- (e) Publicizing and distributing the following key Waste collection information:
- i. Place Garbage in Garbage Carts, either loose or in clear bags;
 - ii. Place Recyclables in Recyclables Carts loose, or, if they are shredded paper, in transparent, clear bags;
 - iii. Place Organics in Organics Carts, either loose or in certified compostable bags;
 - iv. Do not place any type of Organics, Recyclables, Garbage or Special Collection Waste in black bags or opaque bags;
 - v. Flatten and bundle cardboard and place it in Recyclables Carts;
 - vi. Do not overfill or overstuff Containers or place any Waste material on the ground;
 - vii. Do not place household hazardous Waste or special Waste, such as propane tanks, paint cans, batteries, lightbulbs, used hypodermic medical needles or lancets, or outdated or unused pharmaceuticals in Waste Containers; instead, dispose of these materials by delivering them to the Solid Waste Resources Innovation Centre, Municipal Household Hazardous Waste Depot, at 110 Dunlop Drive, Guelph;
 - viii. Place Sharp Objects, such as broken glass, non-fluorescent light bulbs, razors, blades and knives in cardboard boxes no longer than 0.6 metres in any dimension, taped securely and prominently labelled "SHARP OBJECTS", and place them in the Garbage Cart; and
 - ix. Do not dispose of Large Items through the curbside or communal collection program; instead, dispose of these materials by contacting the City's Waste Resource Innovation Centre at 519-767-0598 to obtain a "Large Item Ticket" and to arrange a collection date, or drop them off at the Waste Resource Innovation Centre for a fee pursuant to the City's Fees and Charges By-law.

Paying Expenses

12. The Property Owner shall:

- (a) Pay all expenses related to:
 - i. Replacement of any collection equipment provided by the City that the City determines is the responsibility of the Property Owner due to neglect, abuse, or loss;
 - ii. Collection-related equipment belonging to the City that is not returned when requested by the City;
 - iii. Investigations and Waste audits, including collection and disposal of:
 - (1) Materials not appropriately source-separated,
 - (2) Materials not set out in accordance with the City by-laws, including improper use

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
Buildings and Institutional Properties
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of Plastic Bags or Plastic Liners, or

(3) Waste on the Property not stored in appropriate Containers and

- (b) That, if any expenses are incurred by the City related to the City Waste Collection Service identified in this Agreement are not reimbursed directly to the City, then the City may recover such expenses by adding them to the tax roll for the Property and collecting them in the same manner as property taxes.

Conducting Daily Inspections

13. The Property Owner shall conduct a daily inspection of Containers to:
- (a) Correct and/or prevent contamination of Recyclables by ensuring that non- Recyclable materials are removed from the Recyclables Carts;
 - (b) Correct and/or prevent contamination of Organics by ensuring that non- Organic materials are removed from the Organics Carts;
 - (c) Remove Recyclables and Organics Materials from Garbage Carts;
 - (d) Correct and/or prevent the use of black bags or opaque bags for Garbage by removing such bags from Garbage Carts;
 - (e) Correct and/or prevent the use of bags for Recyclables (except transparent bags for shredded paper) and remove bags from Recyclables Carts;
 - (f) Ensure that Organics are placed in Paper Bags, Certified Compostable Bags or loose;
 - (g) Ensure that cardboard is flattened and bundled;
 - (h) Correct and/or prevent Non-collectable Waste including but not limited to hazardous Waste, medical Waste, Large Items and construction and demolition materials being placed in Organics, Recyclables or Garbage Carts;
 - (i) Correct and/or prevent overflowing or overloaded Containers and the placement of material on the ground;
 - (j) Ensure Sharp Objects such as broken glass, non-fluorescent light bulbs, razors, blades and knives are placed in a cardboard box labelled "SHARP OBJECTS" and placed inside Garbage Carts;
 - (k) Correct and/or prevent Large Items from being placed for disposal without the required "Large item tickets";
 - (l) Maintain Containers, chutes, sorting and compaction equipment in good and operable condition including by means of regular cleaning and sanitizing of Containers; and
 - (m) Close and secure Containers and lids to prevent wind-blown Refuse.

Indemnification and Insurance

14. The Property Owner shall indemnify and save harmless the City and its members of Council, directors, officers, employees, servants, agents and contractors (collectively the "**Protected Persons**") against all claims, demands, actions, causes of action, suits and proceedings, whether involving actual or alleged negligence, actions or omissions, or any other basis (collectively the "**Recourses**") by whomsoever made, brought, sustained or prosecuted, for all liabilities, losses, damages (including property damages), injuries (including personal injuries, bodily injuries and death), costs (including legal costs) and expenses, including all effects and consequences thereof, and including all that are not now known or anticipated but which may arise in the future, but excluding those caused by the negligence of the City or a Protected Person (collectively the "**Harms**"), relating in any way to this Agreement.
15. The Property Owner releases and discharges the City and the Protected Persons from all Recourses for all Harms, relating in any way to this Agreement.

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
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16. The Property Owner acknowledges and agrees that, for the purpose of making the promise to indemnify the City's Protected Persons enforceable, the City is acting as the agent and trustee for its Protected Persons.
17. The Parties acknowledge and agree that at the City's election, the Property Owner may either to assume the defense of every Recourse brought in respect of a Harm, or to cooperate with the City in the defence, including providing the City with prompt written notice of any possible Harm and providing the City with all information and material relevant to the possible Harm.
18. The Property Owner waives all rights that the Property Owner may have against the City and the Protected Persons in respect of all Recourses for the Harms, relating in any way to this Agreement.
19. The Property Owner shall not to make, bring, sustain or prosecute any Recourse for any of the Harms, against any other person who might claim contribution or indemnification from the City or any of the Protected Persons, relating in any way to this Agreement.
20. Without restricting the generality of the provisions in this Agreement related to indemnification, the Property Owner shall obtain, and for as long as this Agreement is in effect, maintain, pay for and, upon request by the City from time to time, provide evidence, satisfactory to the City, of the following Commercial General Liability Insurance coverage, taken out with an insurer licensed to transact insurance business in Ontario, bearing original signatures of authorized insurance representatives and satisfactory to the City:
 - (a) Including "The Corporation of the City of Guelph" as an additional insured;
 - (b) To a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence;
 - (c) Including bodily injury, personal injury, death and damage to property, including loss of use of such property;
 - (d) In a form satisfactory to the City; and
 - (e) Endorsed to provide "The Corporation of the City of Guelph" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.
21. The Property Owner shall renew or replace the foregoing policy immediately if it expires while this Agreement is in effect, and, within sixty (60) days after such expiry, to provide to the City evidence, satisfactory to the City, of the renewed or replaced policy.

Effective Date and Termination

22. This Agreement shall be effective the date this Agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature.
23. Either the Property Owner or the City may terminate this Agreement for any reason or no reason upon at least 14 days of prior written notice to the other party.
24. The City may terminate this Agreement, effective upon written notice to the Property Owner, if the Property Owner breaches a material term of this Agreement or fails to properly perform the Property Owner's obligations under this Agreement and such breach is incapable of cure, or, with respect to a breach or failure capable of cure the Property Owner does not cure the breach or failure to the satisfaction of the City within five (5) business days after receipt of written notice from the City.
25. Any notice required to be given by a party to the other party under this Agreement will be sufficiently given if delivered by facsimile, prepaid courier, or prepaid registered mail as follows:

The City:

The Corporation of the City of Guelph

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
Buildings and Institutional Properties
of By-law Number (2019) – 20392**

1 Carden Street Guelph, ON N1H 3A1

Attention:

Fax:

The Property Owner:

[Insert Property Owner Legal Name]

[Insert Address]

Attention: [Insert Name]

Fax: [Insert Fax]

or to such other address or designee as any of them may indicated in writing.

Any notice given hereunder will be deemed to be delivered (i) when sent by facsimile (with receipt confirmed); (ii) when sent by prepared courier on the designated day of deliver after given to an express overnight courier with a reliable system for tracking; or (iii) or when sent by prepaid registered mail will be deemed to have received on the 5th day after depositing such notice with post office.

General

26. The parties acknowledge and agree that any capitalized term used in this Agreement that is not defined herein shall have meaning ascribed to it in the Waste Management By-law.
27. Whenever the singular is used in this Agreement, it includes the plural. The titles of the sections and paragraphs are for convenience only and are not part of the Agreement text.
28. In the event of termination or expiration of this Agreement for any reason, the provisions of this Agreement that by their very nature extend beyond expiration or termination of this Agreement shall survive and remain in effect until all obligations are satisfied including but not limited to sections 17 to 24 inclusive.
29. The Property Owner shall not assign this Agreement to another party without the prior written approval from the City which approval may be withheld.
30. This Agreement shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns.
31. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
32. This Agreement is the entire agreement between parties with respect to the subject matter and supersedes any prior agreement, whether or oral or written, and may only be amended by written instrument signed by the parties.
33. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada.
34. No waiver or any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided in written waiver, will be limited to be the specific breach waived.
35. It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or take any action which shall be binding on the other party, without the prior consent of the other party.

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
Buildings and Institutional Properties
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36. This Agreement may be executed in counterparts in writing or by electronic signature and delivered by email, facsimile or other electronic means, including Portable Document Format (PDF), no one copy need to be executed by all parties, and all such counterparts together shall constitute one agreement and shall be valid and binding. The parties consent and agree to use the electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, C. 17, as amended with respect to the execution of this Agreement.

[Signature page follows]

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
Buildings and Institutional Properties
of By-law Number (2019) – 20392**

[insert registered legal Property Owner
corporate name]

Signature of Authorized Representative

Print Name and Title of Authorized
Representative

Date Signed

Signature of Authorized Representative

(I /We are authorized to bind the
Corporation)

Print Name and Title of Authorized
Representative

Date Signed

**SCHEDULE N - City Waste Collection Service Agreement - Small Mixed-Use
Buildings and Institutional Properties
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or if registered Property Owner is an Individual:

Witness

Signature

Print Name

Print Name

Date Signed

Date Signed

The Corporation of the City of Guelph

Name:

Title: _____

(I am authorized to Bind the Corporation)