

AGREEMENT

CITY COLLECTION OF WASTE AT MULTI-RESIDENTIAL PROPERTY USING COMMUNAL COLLECTION

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

1. Agrees to 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. 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:

- (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:

- (a) Any gates to Waste enclosures and storage areas are in the open position and secured;
- (b) The cover lids of any front-end Containers are unlocked;
- (c) Containers, Bulky Items and Yard Waste are placed appropriately in the designated Collection Points;
- (d) 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;
- (e) 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
- (f) 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;
- (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;
 - 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:
 - 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

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.
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]

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