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



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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;
- 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 (2019)-20392 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 sample Waste Management Plan and Source Separation Agreement (Appendix A) is available by contacting the City at <u>waste@guelph.ca</u>. A request for City Waste Collection Service, and a sample Waste Collection Service Agreement, are attached in Appendices B and 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 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, B and C of the document so that City requirements are fully understood.

Appendices D, E and F provide design parameters.

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.

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.

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 (2019) - 20392 or its successor(s).

3. Guidelines for Developers

3.1. Storage and Collection Point Guidelines

- 1) For **Individual Unit Curbside 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;
 - 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) Sufficient internal and/or external storage space for household accumulation of waste prior to transporting to a communal storage/collection area;
- b) 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 with additional room for manoeuvring and potential future expansion;
- c) 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;
- d) 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;



- e) The location and screening requirements are as per the City's Zoning By-law;
- f) Designed systems, spaces and amenities for source separation for Organics, Recycling, Garbage and Large Items appropriate for the building type and size, including but not limited to:
 - i) Individual storage rooms on each floor or ground floor with equal access to Organics, Recycling, and Garbage;

or

- ii) A chute system¹ comprised of
 - (1) three individual chutes, or
 - (2) a tri-sort chute system, or
 - (3) a bi-sort system and second single chute, where

An 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;

or

iii) "In-ground" Container, which can 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 expected waste volumes 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.

- 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.

¹ Taller buildings planning to install chutes may want to consider a separate recycling chute. This prevents recyclables, which in Guelph are not bagged and therefore travel more slowly that other materials, from tying up chute time.



- 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;

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.

- d) The minimum unencumbered vertical clearance for the entire loading area, which is the length of a collection vehicle, shall be 6.5 metres to accommodate front-end collection vehicles;
- e) Overhead clearance throughout the property must be a minimum of 4.5 metres;
- f) The internal roads layout should be designed to permit continuous collection without reversing (other than in the loading zone, where some reversing is expected). 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. Request for City Waste Collection Service

The City of Guelph offers City Waste Collection Services to Multi-residential Properties. Templates and documents required to obtain service are included in **Appendix B**, and will help building owners and managers work through the process.

In order to qualify for City Waste Collection Service, new developments and re-developments 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 **Appendix B** of this Guideline *Request for City Waste Collection Service*.

Private Waste Collection Service is an option for Multi-Residential Properties. 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.

Waste Management Plan and Source Separation Commitment

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. (2019)-20392, and successor By-laws, a Waste Management Plan and Source Separation Agreement (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.





Waste Management Plan and Source Separation Commitment

Manager, Solid Waste Resources, City of Guelph
Manager, Solid Waste Resources, City of Guelph

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):	
	Townhouse Row
	Townhouse Stacked
	Condominium
	Apartment
	Mixed Development
	Institutional
	Other (specify)
Mid/High Rise	
No. Floors/Stories:	
Total Area, Ground Floor:	





Waste Management Plan and Source Separation Commitment

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

"We understand our obligation to source separate waste"

$\hfill\square$ 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 equired 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).

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

In recognition of our environmental commitment, we will

Develop designs and systems that will maximize the opportunities for all residents to sort all waste generated into Organics, Recyclables, and Garbage
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





Waste Management Plan and Source Separation Commitment

Describe the plan and relevant site design characteristics:

For all developments and redevelopments:		
	A traffic geometric has been performed and is attached for a standard three-axle waste collection vehicle	
	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)	
	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:		
	1.5m ² of in-unit storage space (garage, storage area) or 70 cm of garage depth will be dedicated to accommodate Recyclables, Organics and Garbage collectively.	
	Such storage to be located in the areas shown, with dimensions, on an attached drawing	

For communal collection systems:		
	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. Add space for bin movement, placement, and resident use.	
	Such storage to be located in the areas shown, with dimensions, on an attached drawing	
	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	
	As shown in an attached drawing, the property will maintain Recyclables and Garbage Containers available at the front entrance and parking lot areas	





Waste Management Plan and Source Separation Commitment

	Individual storage rooms on each floor or the ground floor will be provided with equal access for Organics, recycling, and waste, OR	
		nute system, designed to provide source separation for Organics, Recycling and Garbage will nstalled, comprised of
		three individual chutes, OR
		a tri-sort chute system, OR
		a bi-sort system and second single chute
	ANI	D such automated bi-sort or tri-sort systems must include
		a mechanical locking system allowing the door to open only when the chute is lined up for the appropriate material selected, and
		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
	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)	
	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	
	A minimum unencumbered vertical clearance for the entire loading area of 6.5 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:

collection access routes
outdoor storage areas
communal Collection Point(s)
curbside collection area (sample site plan)





Waste Management Plan and Source Separation Commitment

size and number of Containers to be used, which may be shown as part of sample curbside setout or sample collection/storage area layout

"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:		
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		
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		
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:		
	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	
	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	





Waste Management Plan and Source Separation Commitment

All Garbage is delivered to an approved Ministry of the Environment, Conservation and Parks waste management site
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

Print Name:	Signature:
Title:	Company:





APPENDIX B – Request for City Waste Collection Services

The City of Guelph offers City Waste Collection Services to Multi-Residential properties. Templates andwdocuments required to apply for service are attached, and will help building owners and managers work through the process, which occurs once a building is occupied:

		Property Owner or Manager will	City of Guelph will
Step	1	Contact the City at waste@guelph.ca to request an initial site visit.	Follow up and arrange the site visit and confirm that site conditions and design are compatible with City of Guelph collection vehicles and methodologies. Prior to the visit an application package will be forwarded.
Step	2	Submit an application to waste@guelph.ca, and attach 1) a completed Waste Management Plan and Source Separation Agreement (WMP), or update of an existing plan, and 2) a signed copy of the City Waste Collection Agreement.	Review and comment on draft WMP to ensure accuracy, thoroughness and compliance with City By-laws.
Step	3	Obtain and submit proof of the required insurance.	Proceed with implementation when all documents are submitted and signed.
Step	4	Establish and/or prepare communal collection areas if applicable, and make arrangements with the City for delivery of containers prior to start- up.	Deliver the containers and any applicable supporting promotional and educational materials.
Step	5	Draft a letter to inform tenants/residents about program details, and distribute information about waste set out, sorting and bag requirements, storage areas, and collection day(s) prior to start-up of City Waste Collection Service. Offer an information session for residents/owners typically within two weeks of collection beginning.	Support property managers and owners throughout the process.





APPENDIX B – Request for City Waste Collection Services

REQUEST FORM

Date: YY	// YY/MM/DD								
	A Waste Management Plan and Source Separation Agreement dated mm/dd/yyyy has been submitted and is current								
	A New or Revised Waste Management Plan and Source Separation Agreement is being submitted as part of this application								
Name:									
Positio	n:								
Contac	ct Info:								
	Phone:								
	Cell:								
	Email:								
Addres	ss:								
Numbe	er of								
Units:		Curbside Collection							
		Communal Collection							
Contra	ct Expiry a	and Requested Start Date:							

Current Service:

Organics	Carts	No.	Front-End	No.	Other	No.
Container	80 litre		2 yd		Specify	
Types	120 litre		4 yd		Specify	
	240 litre		6 yd		Specify	
	360 litre		8 yd		Specify	
Collection		Weekly	/			
Frequency	Tw	vice per v	week			
	Eve	ry Other	Week			
	N	ot Collec	cted			
	Other (please specify)					





APPENDIX B – Request for City Waste Collection Services

Recycling	Carts	No.	Front-End	No.	Other	No.
Container	80 litre		2 yd		Specify	
Types	120 litre		4 yd		Specify	
	240 litre		6 yd		Specify	
	360 litre		8 yd		Specify	
Collection		Weekly	/			
Frequency	Тм	ice per v	week			
	Eve	ry Other	Week			
	N	ot Collec	cted			
	Other	(please	specify)			
]			
Garbage	Carts	No.	Front-End	No.	Other	No.
Container Types	80 litre		2 yd		Specify	
1 3 5 6 6	120 litre		4 yd		Specify	
	240 litre		6 yd		Specify	
	360 litre		8 yd		Specify	
					I	
Collection Frequency		Weekly	,			
	T۱	vice per v	veek			
	Eve	ery Other	Week			
	Other (Please specify)					

Notes/Comments:





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.
- 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:
 - 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;
 - 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;
- (c) Organizing information sessions with all residents, at least annually, and with or without the participation of City staff, if available when invited;
- (d) Posting and maintaining signage as follows:
 - i. Containing information about the City's Waste collection programs;
 - 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.
- (e) 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;
- (f) 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
- (g) 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";
 - 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.

<u>Termination</u>

- 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]

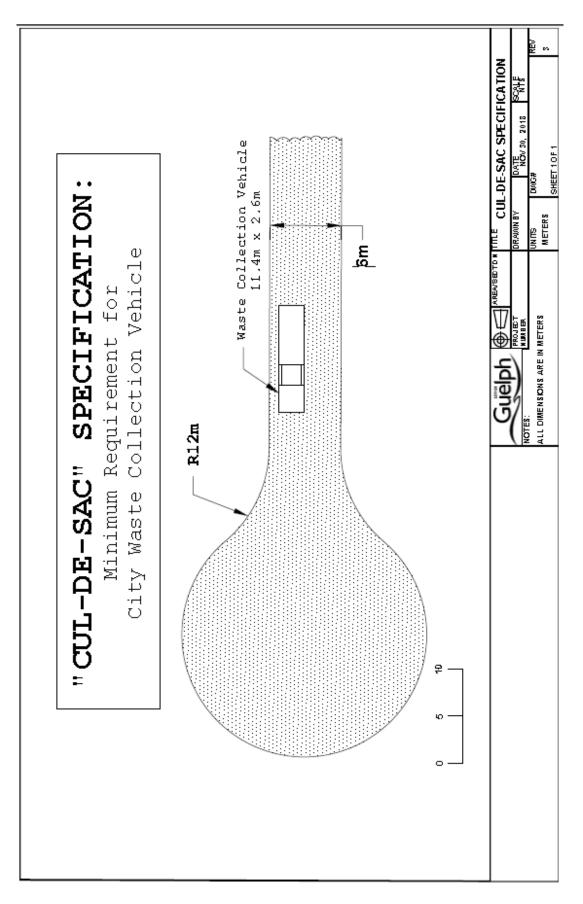


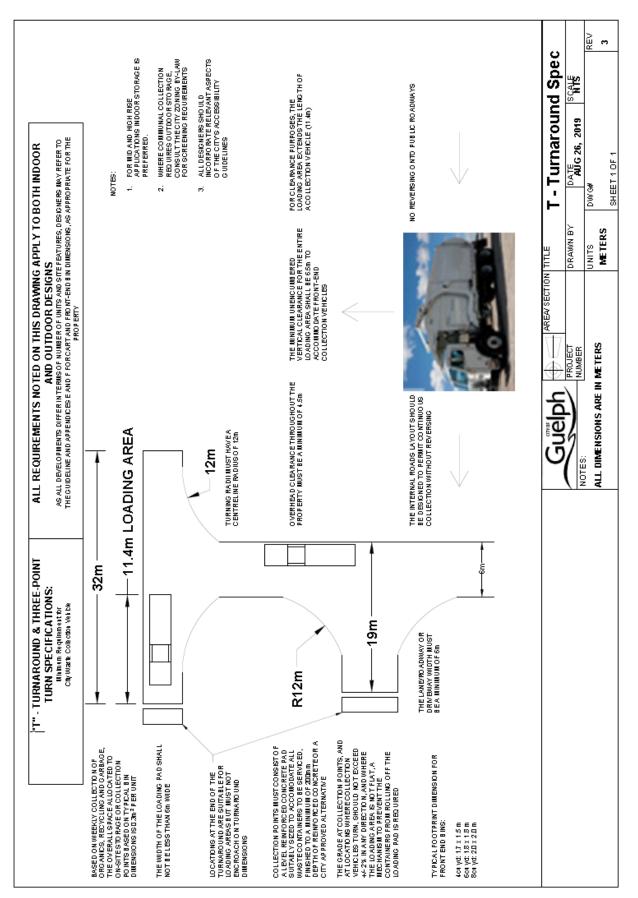


The Property	The Property Owner		
Municipal Address	Registered Legal Name		
Property Identification Number (PIN)	Signature of Authorized Representative (I am authorized to Bind the corporation.)		
	Print Name of Authorized Representative		
Legal Description	Date Signed		

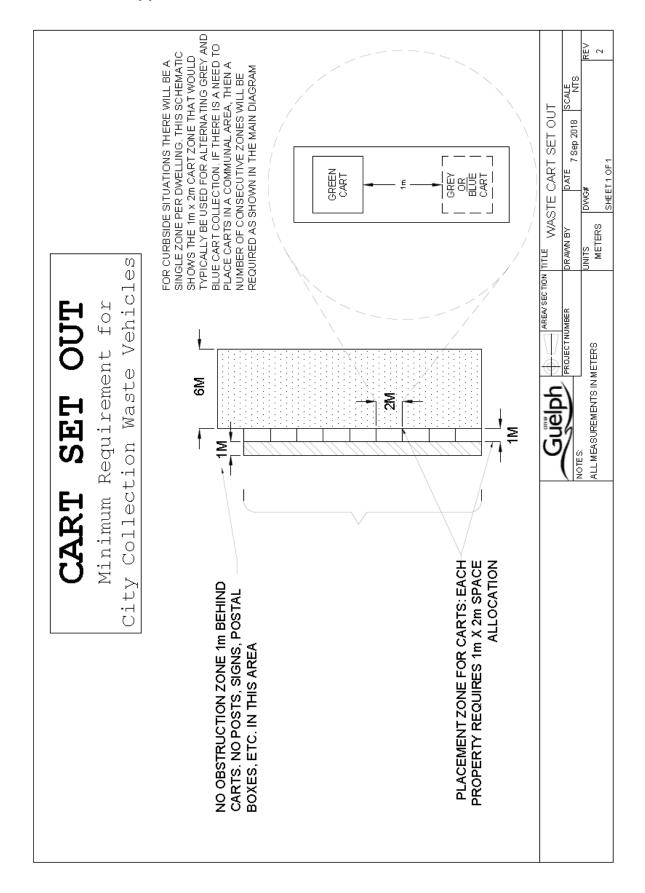








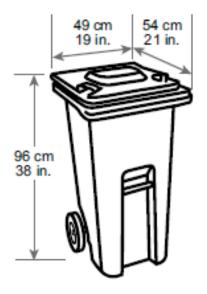
Appendix D – Turnaround and Set-out Dimensions



Appendix D – Turnaround and Set-out Dimensions



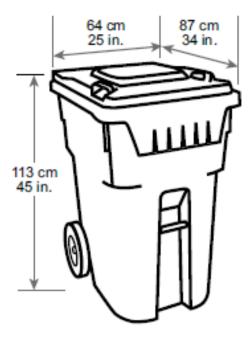
Small Holds 80 litres/21 gallons (equivalent to approximately one bag*)



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*)

Note: all dimensions are approximate

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

Appendix F – Typical Dimensions for Front-End Bins

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 footprint 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.

Generally, 240L Carts will be used for organic waste, instead of Front-end Bins.

The average footprint for 4, 6 and 8 yard Front-end Bins, and 240L green carts, are as follows:

- 4-yard : 2.58m²
- 6-yard : 3.23m²
- 8-yard: 3.96m²
- 240L Cart: 0.45m²

As noted in this Guideline, the overall space allocated to on-site storage or Collection Points based on typical bin dimensions is $0.3m^2$ per Dwelling Unit. Additional space is required to allow movement and traffic within the storage and/or collection areas.

Weekly storage requirements noted below can be accommodated by various configurations of 4, 6 and 8 cubic yard Front-end bins.

	Fron	240L		
Units	Cu. Y	Green		
	Grey	Blue	Total	Carts
25	4	6	10	2
50	8	12	20	2
75	12	18	30	3
100	16	24	40	4
125	20	30	50	5
150	24	35	59	6
175	28	41	69	7
200	32	47	79	8

The number of bins and/or bin size required for garbage (grey) can further be reduced through compaction, where appropriate or available. Designers should refer to product compaction specifications to determine the achievable amount of size/space reduction.

Where design calls for Front-end Bins to be transported to a Collection Point, note that wheels can be provided for Front-end Bins up to 4 cubic yards only.