

## Schedule "3"

### SCHEDULE N

#### **City Waste Collection Service Agreement - Small Mixed-Use Buildings and Institutional Properties**

#### **to City of Guelph 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.

#### Ensuring City Access to Waste

6. The Property Owner shall ensure that, at the time of collection of Waste by the City:
  1. Carts, Large Items and Yard Waste are placed appropriately in the designated Collection Points;
  2. 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 agrees 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 includes:

- (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, 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 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.
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

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 5<sup>th</sup> 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.

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]



[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

or if registered Property Owner is an  
Individual:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

Date Signed

The Corporation of the City of Guelph

\_\_\_\_\_  
Name:

Title:

(I am authorized to Bind the  
Corporation)