

**Authority:** Item 4, Public Works Committee  
Report 20-010 (PW20066)  
CM: October 28, 2020  
Ward: City Wide  
**Bill No. 221**

**CITY OF HAMILTON**  
**BY-LAW NO. 20-**

**To Repeal and Replace By-law No. 09-067, as amended, being a By-law to Provide  
for and Regulate a Waste Management System for the City of Hamilton**

**WHEREAS** Sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, Chapter 25 (the “*Municipal Act, 2001*”) authorize the City of Hamilton to pass by-laws necessary or desirable for municipal purposes, and in particular paragraphs 4, 5, 6 and 7 of subsection 10(2) authorize by-laws respecting public assets of the municipality, the economic social and environmental well-being of the municipality, the health, safety and well-being of persons and the provision of any service or thing that it considers necessary or desirable for the public;

**AND WHEREAS** the waste management system approved by the Council of the City of Hamilton includes the regulation and provision for the diversion, collection, processing and disposal of acceptable waste originating within the City of Hamilton;

**AND WHEREAS** Section 425 of the *Municipal Act, 2001* authorizes the City of Hamilton to pass by-laws providing that a person who contravenes a by-law of the City of Hamilton passed under that Act is guilty of an offence;

**AND WHEREAS** the *Municipal Act, 2001* further authorizes the City of Hamilton, amongst other things, to delegate its authority and to impose fees or charges on person for services or activities provided or done by or on behalf of it;

**NOW THEREFORE** the Council of the City of Hamilton enacts as follows:

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## **PART 1.0 SHORT TITLE**

1.1 The short title of this By-law is the Solid Waste Management By-law and shall be referred to herein as “this By-law”.

## **PART 2.0 INTERPRETATIONS**

2.1 In this By-law,

- a) “**acceptable materials**” includes those waste items or material referred to as acceptable materials in Schedule “C” to this By-law;
- b) “**acceptable waste**” includes garbage, recyclable containers material, recyclable fibres material, organic materials, yard waste, and Christmas trees, provided that it is free from contamination and otherwise compliant with this By-law;
- c) “**Agreement for On-Site Collection of Municipal Solid Waste**” means an agreement, in a form set out in Schedule “F”, between the City and any person within the City for the collection of waste on private property, and may be amended by the General Manager, with approval as to form by the City Solicitor, from time to time;
- d) “**bulk item**” means a household waste item that is too large or heavy for regular collection services, and which is not recyclable materials, organic materials, yard waste or prohibited collection waste;
- e) “**Certificate of Approval**” means an “environmental compliance approval” under the *Environmental Protection Act*, R.S.O. 1990, C. E. 19, as may be amended, restated, superseded or replaced from time to time;
- f) “**Christmas tree**” means a natural (as opposed to artificial) evergreen tree;

- g) “**City**” means the municipality of the City of Hamilton or the geographic area of the City of Hamilton, as the context requires;
- h) “**City Solicitor**” means the City Solicitor for the City or designate;
- i) “**commercial property**” means a property used mainly for commercial purposes, excluding commercial properties with four or more floors and/or shopping centres, but, notwithstanding the foregoing, shall include places of worship but only to the extent such place of worship is being used by a religious organization for public worship or another ecclesiastical function, but, for clarity, does not include any ancillary uses, such as a day nursery or educational or recreational uses;
- j) “**contamination**” means the mixing of a material or item referred to in the list below with a different material or item referred to in the list below:
  - i. garbage;
  - ii. recyclable containers material;
  - iii. recyclable fibres material;
  - iv. organic materials;
  - v. yard waste;
  - vi. prohibited collection waste;
- k) “**Council**” means the Council for the City of Hamilton;
- l) “**curbside collection services**” means waste collection services where waste is set-out for collection at the edge of the travelled portion of the street abutting the property receiving waste collection services;
- m) “**dwelling unit**” means a room or suite of rooms used or intended to be used by one or more persons living together as one household, in which cooking and sanitary facilities are provided for the exclusive use of the household, and to which an independent entrance is provided from outside the building or from a common interior hallway, vestibule or stairway.
- n) “**eligible property**” means a property that is eligible for waste collection services pursuant to Section 3.6 of this By-law;
- o) “**enhanced collection area**” means a downtown core area or Business Improvement Area that is designated by the General Manager to receive more frequent scheduled collection days than the property would otherwise receive,

as set out in Schedule “E”, except and provided that an enhanced collection area may only be located within a community improvement project area;

- p) **“front-end collection services”** means waste collection services where waste is collected in a front-end container from a location on the property;
- q) **“front-end container”** means a metal or plastic container with a secured lid that is collected by a front-end collection vehicle;
- r) **“garbage”** means waste other than recyclable materials, organic materials, yard waste, bulk items, and prohibited collection waste;
- s) **“garbage tag”** means a specially marked tag distributed by the City for owners to set out excess garbage for collection, available in accordance with policies set by the General Manager from time to time;
- t) **“General Manager”** means the General Manager of the City’s Public Works Department or their designate;
- u) **“lodging house”** means a house or other building or portion thereof in which four (4) or more persons are or are intended to be harboured, received or lodged for hire, where lodging rooms are without kitchen facilities for the exclusive use of the occupants and where each occupant does not have access to all of the habitable areas in the building, but does not include a hotel, hospital, nursing home, home for the young or the aged or institution if the hotel, hospital, home or institution, is licensed, approved or supervised under a general or special Act other than the *Municipal Act, 2001*, and for the purpose of this By-law, shall not include student residences or convents.
- v) **“multi-residential property”** means a property used mainly for residential purposes which contains six or more dwelling units, and does not include institutional facilities, residential care facilities, lodging houses, student residence, or a hotel, hospital, nursing home, home for the young or the aged or institution if the facility, house, residence, hotel, hospital, home or institution, as applicable, is licensed, approved or supervised under a general or special Act other than the *Municipal Act, 2001*;
- w) **“municipal hazardous or special waste”** includes items set out in Schedule “C” that are identified as municipal hazardous or special waste;
- x) **“noxious weeds”** is any and all noxious weed as defined in the *Weed Control Act*, R.S.O. 1990, C. W.5, as may be amended, restated, superseded or replaced from time to time.
- y) **“organic materials”** means waste items or materials referred to in Schedule “A” to this By-law;

- z) “**owner**” means an owner, occupant, lessee, tenant or any other person in charge or in control of a property in the City;
- aa) “**person**” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, governmental authority or any other form of entity;
- bb) “**prohibited collection waste**” means waste items or materials referred to in Schedule “B” to this By-law;
- cc) “**recyclable containers material**” means those waste items or materials referred to as recyclable container materials in Schedule “A” to this By-law;
- dd) “**recyclable fibres material**” means those waste items or materials referred to as recyclable fibres materials in Schedule “A” to this By-law;
- ee) “**recyclable materials**” means recyclable containers material and/or recyclable fibres material, as the context requires; waste items or materials referred to as recyclable materials in Schedule “A” to this By-law, and includes recyclable containers material and/or recyclable fibres material;
- ff) “**residential care facility**” means a “Residential Care Facility” as it is defined in the City’s Zoning By-law of the City of Hamilton, By-law No. 05-200, as may be amended, restated, superseded or replaced from time to time;
- gg) “**single-family residential property**” means a property used mainly for residential purposes containing five or fewer dwelling units, and includes lodging houses and residential care facilities in residential neighbourhoods;
- hh) “**scheduled collection day**” means the day of the week or specific dates for the collection of waste from a property as determined by the General Manager and published in a collection calendar, the City’s website or other means as determined by the General Manager;
- ii) “**User Fees and Charges By-law**” means the City’s By-law No. 19-160, A By-law to Establish Certain 2019 User Fees and Charges for Services, Activities or the Use of Property, as may be amended, restated, superseded or replaced from time to time;
- jj) “**Waste Management Advisory Committee**” means the Waste Management Advisory Committee that is a sub-committee of Council, which may be replaced from time-to-time, and if such sub-committee ceases to exist without replacement, shall mean the Public Works Committee for the duration of time no sub-committee is deemed to replace the Waste Management Advisory Committee;

- kk) “**white goods**” means large household appliances; and
  - ll) “**yard waste**” means those waste items or material referred to as yard waste in Schedule “A” to this By-law.
- 2.2 In this By-law, the following terms have the same meaning as in *General – Waste Management Regulation*, 374, R.R.O. 1990, as in force at the time this By-law is enacted:
- (a) hazardous waste;
  - (b) liquid waste; and
  - (c) waste electrical and electronic equipment.

### **Application**

- 2.3 This By-law applies to properties in the City of Hamilton.

### **Limitation**

- 2.4 The provisions of this by-law shall be subject to the terms of the Environmental Compliance Approval for the waste management facilities of the City and its contractors and any relevant statutes and regulations.
- 2.5 Notwithstanding any Section of this By-law to the contrary, the City shall be under no obligation to collect or take possession of prohibited collection waste or any other item that is in contravention of this By-law.

## **PART 3.0 WASTE COLLECTION SERVICES**

### **Collection Services**

- 3.1 Subject to the terms of this By-law and any directions issued by Council from time to time, the City shall collect garbage, recyclable materials, organic waste, yard waste, bulk items, and Christmas trees from eligible properties.
- 3.2 Subject to Section 3.3 all waste placed or apparently placed by the owner for collection by City staff or a City contractor may be processed, salvaged, recycled, reclaimed, disposed of or otherwise dealt with as the City may deem fit and will immediately become the property of the City.

### **Refusal of Collection Services**

- 3.3 The City may refuse to provide waste collection services if waste is not set out in accordance with this By-law.

### **Full Participation in Collection Services**

- 3.4 No property shall be eligible to receive or continue to receive waste collection services unless the owner sets out for collection all waste in respect of which the City provides services to the owner.

### **Denial of Services**

- 3.5 The General Manager may determine that owners who do not participate fully in the City's collection of recyclable materials, organic materials or yard waste, or who sell or otherwise transfer recyclable materials, organic materials or yard waste to persons other than the City are not eligible to receive or continue to receive services.

### **Eligible Properties**

- 3.6 Subject to the serviceability requirements in Section 3.7, for the purposes of this By-law, the following property types are eligible to receive waste collection services:
- (a) single-family residential properties;
  - (b) multi-residential properties;
  - (c) commercial properties;
  - (d) other properties through agreement with the City; and
  - (e) other properties deemed eligible by the General Manager.

### **Serviceability Requirement**

- 3.7 Notwithstanding Section 3.6, no property shall receive, or continue to receive, waste collection services unless the owner complies with all relevant requirements of this By-law and in the City's "Solid Waste Collection Design Guidelines for Developments" as amended from time to time.

### **On-Site Collection Services**

- 3.8 For the purposes of Section 3.9-3.11, "On-Site Collection Services", "Current Owner" and "Property" are defined in the Agreement for On-Site Collection of Municipal Solid Waste.
- 3.9 On-Site Collection Services are provided to a Property only if an Agreement for On-Site Collection of Municipal Solid Waste is in force between the City and the Current Owner.

- 3.10 All provisions in this By-law governing waste collection shall apply, with necessary modifications, to On-Site Collection Services, including but not limited to provisions governing when and how waste can be set out for collection.
- 3.11 In the event of any conflict between the provisions of an Agreement for On-Site Collection of Municipal Solid Waste and the provisions of this By-law, the provisions of the Agreement for On-Site Collection of Municipal Solid Waste prevail.

### **Vacant Properties**

- 3.12 No property shall be eligible to receive or continue to receive waste collection services while the property is vacant.

### **Private Collection Services**

- 3.13 If a property is not eligible or serviceable for waste collection services under this By-law, the owner shall be responsible for obtaining private waste collection services at their own cost.

### **Collection Services by Agreement**

- 3.14 Notwithstanding Section 3.13, the City may enter into a service agreement or other agreement with a property owner to provide waste collection services to a property that is not otherwise eligible for waste collection services.

### **Curbside or Front-end Collection**

- 3.15 The General Manager may determine whether an eligible property will receive curbside or front-end collection services or a combination of curbside and front-end collection services.

### **Default Collection Services**

- 3.16 Unless the General Manager determines otherwise, waste collection services shall be provided as follows:
- 3.16.1 single-family residential properties shall receive curbside collection services;
  - 3.16.2 multi-residential properties shall receive front-end collection services for garbage and shall receive curbside service for recycling and organic materials; and
  - 3.16.3 commercial properties shall receive curbside collection services.



### **Deemed Single-Family Residential Property**

- 3.17 Where the General Manager determines that a property used mainly for residential purposes will receive curbside collection services, the property is deemed to be a single-family residential property for the purposes of this By-law.

### **Deemed Multi-Residential Property**

- 3.18 Where the General Manager determines that a property used mainly for residential purposes will receive front-end garbage collection services, the property is deemed to be a multi-residential property for the purposes of this By-law.

## **PART 4.0 FREQUENCY OF COLLECTION SERVICES**

### **Collection Services – Single-Family Residential**

- 4.1 The City shall collect garbage, recyclable materials, organic materials, yard waste other than Christmas trees, and bulk items from single-family residential properties no more than once per week on a scheduled collection day.

### **Collection Services – Multi-Residential**

- 4.2 The City shall collect garbage, recyclable materials, organic materials, yard waste other than Christmas trees, and bulk items from multi-residential properties no more than once per week on scheduled collection days; except and provided that the City may collect garbage and recyclable materials up to three times per week from multi-residential properties at the sole and unfettered discretion of the General Manager.

### **Collection Services – Commercial**

- 4.3 The City shall collect garbage, recyclable materials, and organic materials from commercial properties no more than once per week on scheduled collection days, subject to Section 4.4.

### **Collection Services – Enhanced Collection Area**

- 4.4 The City may, but is not obligated to, collect garbage, recyclable materials, and organic materials from commercial properties located in an enhanced collection area more than once per week on scheduled collection days, at the discretion of the General Manager.

### **Collection Services – Christmas Trees (Single-Family Residential)**

- 4.5 The City shall collect, in January only, no more than five Christmas trees from single-family residential properties on a scheduled collection day, provided that the owner is not a Christmas tree vendor.

### **Collection Services – Christmas Trees (Multi-Residential)**

- 4.6 The City shall collect, in January only, any number of Christmas trees from multi-residential properties on scheduled collection days, provided that the owner is not a Christmas tree vendor.

### **Collection Service – By Agreement**

- 4.7 The City may collect waste or modify waste collection by agreement.

## **PART 5.0 PREPARATION OF WASTE FOR COLLECTION**

### **General Requirements for Collection Services**

- 5.1 No owner shall set out garbage, recyclable materials, organic materials or yard waste, unless the material set out for collection:
- 5.1.1 is generated on the public or private portion of the property abutting the location where it is set out for collection;
  - 5.1.2 is in a permitted container described in Schedule “D” that is fully intact, in good working order, and filled to a height no greater than the sides of the container, or in bundles in accordance with Section 5.5.6, or Section 5.7.2, as applicable;
  - 5.1.3 is in a permitted container described in Schedule “D” that is maintained in a manner that allows for the safe collection of waste;
  - 5.1.4 is placed as close to the edge of the roadway as possible without obstructing the roadway or sidewalk;
  - 5.1.5 is free from contamination;
  - 5.1.6 does not exceed the maximum weight or volume for each container as permitted in Schedule “D”; and
  - 5.1.7 is not stuck or frozen to the containers or the ground.
- 5.2 No owner shall set out garbage, recyclable materials, organic material, yard waste, or bulk items before 7:00 p.m. on the day before the scheduled collection day or after 7:00 a.m. on the scheduled collection day.
- 5.3 Every owner shall remove every container set out for collection, whether empty or not, by 7:00 p.m. on the scheduled collection day.

### **Preparation of Garbage**

- 5.4 No owner shall set out garbage for collection unless:

- 5.4.1 wet garbage is drained and placed in a leak-proof container or bag before being placed in a permitted container;
- 5.4.2 garbage bags are securely tied and free from damage;
- 5.4.3 home healthcare waste and household pet waste are double-bagged before being placed in a permitted container; and
- 5.4.4 broken glass and other sharp objects are sealed in a cardboard box and marked "BROKEN GLASS" so that it is visible to the collection operator.

### **Preparation of Recyclable Materials**

- 5.5 No owner shall set out recyclable materials for collection unless:
  - 5.5.1 recyclable materials are placed loosely in a permitted container;
  - 5.5.2 recyclable fibres material is placed in a separate container from recyclable containers material or bundled in accordance with Section 5.5.6;
  - 5.5.3 recyclable plastic bags are collected and placed in one plastic bag and securely tied, which bag may be placed in a permitted container;
  - 5.5.4 lids are removed from recyclable bottles, jars and other containers;
  - 5.5.5 containers are rinsed and empty; and
  - 5.5.6 corrugated cardboard, boxboard and paper egg cartons may be flattened and bundled with twine in bundles no more than 13 kilograms in weight, not exceeding 0.75 metres x 0.75 metres x 0.2 metres, and placed beside containers set out for collection.

### **Preparation of Organic Materials**

- 5.6 No owner shall set out organic materials for collection unless organic materials are:
  - 5.6.1 placed in a permitted container either loosely or in a paper bag or a compostable liner bag certified by the Biodegradable Products Institute (BPI) or Bureau de Normalisation du Quebec (BNQ);
  - 5.6.2 wood ashes that are cold and wrapped in newspaper or placed in a bag described in 5.6.1 separated from other types of materials; or
  - 5.6.3 absent from plastic wrap, rubber bands, and stickers and labels are removed.

### **Preparation of Yard Waste**

- 5.7 No owner shall set out yard waste for collection unless:
- 5.7.1 yard waste is placed loosely in a permitted container or bundled in accordance with Section 5.7.2;
  - 5.7.2 brush or woody material may be bundled with biodegradable or natural twine in bundles no more than 23 kilograms in weight, not exceeding 1.2 metres in length x 0.75 metres in diameter and containing no individual branches exceeding 0.07 metres in diameter;
  - 5.7.3 the top of kraft paper bags are folded over; and
  - 5.7.4 all containers remain fully intact until collection.

### **Preparation of Christmas Trees**

- 5.8 No owner shall set out Christmas trees for collection unless:
- 5.8.1 Christmas trees are natural, less than 2.1 metres in length and have all tinsel and decorations removed;
  - 5.8.2 Christmas trees are not contained in plastic or any other receptacle; and
  - 5.8.3 Christmas trees are not frozen to the ground.

## **PART 6.0 BULK ITEM COLLECTION SERVICES**

### **Single-Family Residential Properties**

- 6.1 For Single-Family Residential Properties: (i) no owner shall receive bulk item collection services unless the owner contacts the City to schedule bulk item collection services through a means, and with sufficient advance notice, as determined by the General Manager and published on the City of Hamilton's website, and (ii) the City shall not collect any more than four bulk items per single-family residential property on a scheduled collection day.

### **Multi-Residential Properties**

- 6.2 For multi-residential properties: (i) only the superintendent or property manager shall contact the City to schedule bulk item collection services on behalf of the multi-residential property through a means, and with sufficient advance notice, as approved by the General Manager and published on the City of Hamilton's website, and (ii) the City shall not collect more than eight bulk items per multi-residential property on a scheduled collection day.

### **Preparation of Bulk Items**

- 6.3 No owner shall set out bulk items for collection unless:
- 6.3.1 the bulk items originate from the private property abutting the location where it is set out for collection;
  - 6.3.2 the bulk items are placed as close to the edge of the roadway as possible without obstructing the roadway or sidewalk;
  - 6.3.3 each oversized item weighs no more than 90 kilograms;
  - 6.3.4 each item is broken down or dismantled so that each part does not exceed 1.2 metres in length, unless the item is unable to be reasonably broken down or dismantled;
  - 6.3.5 all moveable parts within the item are secured;
  - 6.3.6 carpets are rolled and securely tied;
  - 6.3.7 all batteries and light bulbs are removed;
  - 6.3.8 mirrors are securely wrapped in cardboard and marked "BROKEN GLASS";
  - 6.3.9 all toilets must have toilet tanks removed, if possible; and
  - 6.3.10 all items that are known to have been in contact with bed bugs, are infested with bed bugs or that show visible signs of bed bugs shall be wrapped in plastic to the satisfaction of the City.

## **PART 7.0 PROHIBITIONS**

### **Prohibited Waste**

- 7.1 No owner shall set out prohibited collection waste for collection by the City, either on its own or mixed with any waste that is collected by the City.
- 7.2 The City shall not collect prohibited collection waste.
- 7.3 The City shall not collect waste that contains contamination.

### **General Prohibitions**

- 7.4 No person shall:
- 7.4.1 place, permit to be placed, or permit to remain on any street abutting the property which they own or occupy, any waste except as expressly authorized by this By-law;

- 7.4.2 set out or permit to be set out any waste for collection, or place or permit waste to be placed in a container that is set out for collection, any waste except waste that is generated on the property abutting the street where waste is set out;
- 7.4.3 throw, cast, or otherwise deposit or permit any contractor, agent, or employee to throw, cast, or otherwise deposit any waste on or in any street or other public property except as expressly authorized by this By-law;
- 7.4.4 pick over, interfere with, disturb, remove, or scatter any waste set out for collection unless authorized to do so by the General Manager;
- 7.4.5 permit any person to pick over, interfere with, disturb, remove, or scatter any waste set out for collection unless authorized to do so by the General Manager;
- 7.4.6 permit any animal owned by them or under their care or control to pick over, interfere with, disturb, remove, or scatter any waste set out for collection;
- 7.4.7 place waste on public property for collection by a private agency unless authorized to do so by the General Manager;
- 7.4.8 permit the accumulation or storage of waste on their property so that it becomes a public nuisance or emits offensive odours or attracts birds, racoons, insects, rats or other vermin;
- 7.4.9 deposit waste generated on private property in public waste receptacles;
- 7.4.10 deposit waste on public property except in public waste receptacles;
- 7.4.11 permit any waste that has been set out for collection to blow away or otherwise escape in any manner prior to collection;
- 7.4.12 set out waste for collection in such a manner so as to obstruct vehicular or pedestrian traffic;
- 7.4.13 fail to pay an applicable fee as set out under this By-law or the User Fees and Charges By-law; or
- 7.4.14 Permit a waste collection container or waste collection bag to be damaged after it has been set out for collection, and if there is damage to a waste collection container or waste collection bag, by an animal or any other means, the owner must immediately replace such waste collection container or waste collection bag.

## **PART 8.0 WASTE MANAGEMENT FACILITIES**

### **Waste Management Facilities**

8.1 The City shall operate municipally-owned waste management facilities as approved by Council from time to time.

### **Public Prohibited Except Community Recycling Centres**

8.2 No person shall enter a waste management facility except a waste management facility designated as a Community Recycling Centre or Transfer Station, as designated by the General Manager from time to time.

### **Certain Persons Permitted**

8.3 Despite Section 8.2, City staff and City contractors and other persons authorized by the City may enter waste management facilities in accordance with the terms of their authorization or contract.

### **Community Recycling Centres and Transfer Stations**

8.4 No person shall deliver or dispose of, or permit to be delivered or disposed of, any item or material at a Community Recycling Centre or Transfer Station except:

8.4.1 the waste items or materials designated as acceptable in Schedule "C", subject to Section 8.5;

8.4.2 waste that is generated on single-family residential, multi-residential or commercial properties within the City;

8.4.3 household pet waste that is not of a greater quantity than that generated by one dwelling unit;

8.4.4 waste that has been sorted into garbage, recyclable materials, yard waste, and other acceptable material streams identified in Schedule "C" and is free of contamination;

8.4.5 waste that is properly drained so that it does not contain any visible evidence of water or other liquids;

8.4.6 waste that is fully enclosed within vehicle bodies and covered by tarpaulins, canvas, or nets so as to prevent the waste from falling upon the ground; and

8.4.7 in designated unloading or disposal areas.

8.5 Only municipal hazardous or special waste from residential sources from within the City of Hamilton may be delivered or disposed of at a Community Recycling Center.

- 8.6 No person shall use a Community Recycling Centres or Transfer Stations within the City without paying any and all applicable fees.

**Motor Vehicle Access**

- 8.7 No person shall enter or exit a Community Recycling Centre or Transfer Station except in a motor vehicle and by designated routes.

**Prohibited Conduct**

- 8.8 No person while within a Community Recycling Centre or Transfer Station shall:
- 8.8.1 engage in any riotous, violent, threatening or abusing conduct or use profane or abusive language;
  - 8.8.2 operate a vehicle or do any other thing in a manner that causes or is likely to cause injury or harm to any person or damage to any property or without exercising due care and attention;
  - 8.8.3 interfere with the use of the Community Recycling Centre or Transfer Station by any other person;
  - 8.8.4 permit any child under the age of fourteen years who is under the person's care, custody or control to be outside their vehicle;
  - 8.8.5 climb or mount any railing or structure;
  - 8.8.6 disobey any posted sign;
  - 8.8.7 disobey any direction of City staff or City contractors; or
  - 8.8.8 smoke, vape, or hold a lighted or electronic tobacco or cannabis product, including without limitation a cigarette, e-cigarette, cigar or pipe, at any City waste transfer station or Community Recycling Centre.
- 8.9 No person other than authorized City staff or City contractors shall enter a Community Recycling Centre or Transfer Station after the posted hours of operation.

**Waste Property of City**

- 8.10 Subject to Section 3.3, all waste delivered to or disposed of at a City waste management facility including a Community Recycling Centre or Transfer Station may be processed, salvaged, recycled, reclaimed, disposed of or otherwise dealt with as the City deems fit and will immediately become the property of the City.



## **No Scavenging**

- 8.11 No person shall scavenge or remove without authorization any waste from a City waste management facility, including a Community Recycling Centre or Transfer Station.

## **PART 9.0 ADMINISTRATION, ENFORCEMENT AND PENALTIES**

### **Powers and Duties of General Manager**

- 9.1 The General Manager shall have the authority and power, but not the obligations, to:
- 9.1.1 operate and administer waste collection services;
  - 9.1.2 determine the frequency and scheduling of waste collection services in accordance with this By-law;
  - 9.1.3 designate locations where waste may be set-out for collection in respect of a property;
  - 9.1.4 designate one or more waste management facilities as a Community Recycling Centre and/or Transfer Station;
  - 9.1.5 determine the fees applicable to activities and items related to waste management services, as confirmed by Council in the User Fees and Charges By-law;
  - 9.1.6 determine the City policy regarding the use and distribution of garbage tags;
  - 9.1.7 discontinue or refuse waste collection services to a property that is, in the opinion of the General Manager, unsafe for entry or egress by persons providing collection services including with respect to the physical layout, loading facilities, or the methods of handling waste on the property;
  - 9.1.8 discontinue or refuse waste collection services to a property whose owner is not fully participating in the collections services provided to the property by the City;
  - 9.1.9 suspend waste collection services in all or in part of the City in the event of inclement weather or any other condition that renders the provision of waste collection services unsafe or impractical;
  - 9.1.10 determine site specific exemptions to this By-law for the location of collection points for acceptable waste based on site layout limitations or requirements;

- 9.1.11 determine site specific exemptions to the limits on the number of waste collection containers permitted by this By-law based on the following considerations:
  - 9.1.11.1 the physical or medical circumstances of residents of a property;
  - 9.1.11.2 whether two or more of the residents of a property are under the age of four;
  - 9.1.11.3 the use of the property as a farm;
  - 9.1.11.4 the use of the property as a day care as demonstrated by a provincial licence, income tax return or similar documentation; or
  - 9.1.11.5 such other special considerations as may be approved by Council from time to time;
- 9.1.12 determine permitted containers for waste collection in addition to those set out in this By-law;
- 9.1.13 provide information to the public about the matters addressed by this By-law;
- 9.1.14 operate and administer waste management facilities;
- 9.1.15 negotiate and execute an Agreement for On-Site Collection of Municipal Solid Waste or similar agreement with any person;
- 9.1.16 negotiate and execute an agreement for waste collection with any person in the City in a form approved by the City Solicitor;
- 9.1.17 refuse entry to a waste management facility to any person violating this By-law;
- 9.1.18 evaluate and certify the acceptability for disposal of any waste not specifically dealt with in this By-law, upon receiving a written request by any person proposing to deposit waste at a waste management facility; and
- 9.1.19 establish such other measures required for the proper administration of this By-law.

### **Authority to Amend Schedules**

- 9.2 The General Manager shall have authority to amend Schedules to the By-law by filing the amended Schedule with the Clerk.

- 9.3 The General Manager shall notify the Waste Management Advisory Committee of any change to the Schedules of this By-law on or before the next scheduled meeting of the Waste Management Advisory Committee. This requirement may be satisfied by notifying the Waste Management Advisory Committee of a proposed change to the Schedules of this By-law prior to the General Manager filing such amendment with the Clerk.

### **Delegation**

- 9.4 The General Manager is authorized to delegate the responsibility for the administration of this By-law, in whole or in part, to any employee of the Public Works Department of the City.

### **Contracting Out**

- 9.5 The City may retain one or more contractors to fulfill any of the City's responsibilities under this By-law.

### **No Liability**

- 9.6 If due to breakdown of equipment, strike, inclement weather, or any other cause, waste collection services are not provided to a property, the City is not liable to any person for any damages, costs or expenses due to the failure of the City to provide waste collection services.

### **Enforcement**

- 9.7 All Municipal Law Enforcement Officers of the City of Hamilton are authorized to enforce this By-law.

### **Entry on Land**

- 9.8 A Municipal Law Enforcement Officer may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not any of the following are being complied with:

9.8.1 this By-law; or

9.8.2 an order under the *Municipal Act, 2001* or under this By-law.

### **Inspection Powers**

- 9.9 A Municipal Law Enforcement Officer carrying out an inspection under Section 9.8 may:

9.9.1 require the production for inspection of documents or things relevant to the inspection;

9.9.2 inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;

- 9.9.3 require information from any person concerning a matter related to the inspection; and
- 9.9.4 alone or in conjunction with a person possessing special or expert knowledge, make examinations, take tests, samples or photographs necessary for the purposes of the inspection.

### **Inspection Pursuant to Order**

- 9.10 Where a Municipal Law Enforcement Officer has been prevented or is likely to be prevented from doing anything set out in Section 9.8 or Section 9.9, the City may undertake an inspection pursuant to an Order issued under section 438 of the *Municipal Act, 2001*.

### **Orders**

- 9.11 A Municipal Law Enforcement Officer who is satisfied that a contravention of this By-law has occurred may, in accordance with sections 444 or 445 of the *Municipal Act, 2001*, as applicable, make one or more orders requiring any person who contravened the By-law,
  - 9.11.1 to discontinue the contravening activity, or
  - 9.11.2 to do work to correct the contravention.
- 9.12 An order under Section 9.11 shall set out,
  - 9.12.1 reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and
  - 9.12.2 the work to be done and the date by which the work must be done.

### **Service**

- 9.13 Service of an order pursuant to Section 9.11 may be made:
  - 9.13.1 personally;
  - 9.13.2 by placing a placard containing the order in a conspicuous place on the property where the contravention occurred;
  - 9.13.3 by fax to the recipient's last known fax number;
  - 9.13.4 by e-mail to the recipient's last known e-mail address; or
  - 9.13.5 by registered or regular mail, courier or hand delivery addressed to the recipient's last known address.

### **Deemed Effective**

- 9.14 Service of an order pursuant to Section 9.11 shall be deemed to be effective:
- 9.14.1 on the date it is personally given or delivered by courier or hand delivered or placarded;
  - 9.14.2 on the date on which the fax is sent;
  - 9.14.3 on the date the e-mail is sent; or
  - 9.14.4 on the fifth day after the date of mailing by registered or regular mail.

### **Remedial Action**

- 9.15 If a person fails to comply with an order under Section 9.11, the General Manager or persons acting upon the General Manager's instructions may enter on land at any reasonable time to do the things required by the order at the person's expense.

### **Authority for Remedial Action**

- 9.16 The General Manager is authorized to give immediate effect to any remedial action pursuant to Section 9.15.

### **Recovery of Costs**

- 9.17 The City may recover all costs associated with the actions taken to do that which is required to effect compliance with this By-law plus interest from the day the City incurs such costs and ending on the day the costs, including the interest is paid in full. All costs, including any interest on such costs, recoverable by the City pursuant to this By-law or otherwise pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as may be amended, restated, superseded or replaced, or any successor legislation, may be recovered by any lawful means available to the City, and such recovery methods may include adding such amounts to the tax roll and collecting such amounts in the same manner as taxes.
- 9.18 The costs in 9.17 may include an interest rate of 15 per cent commencing on the day the City incurs the costs and ending on the day the costs, including the interest, are paid in full.

### **Offence**

- 9.19 Any person other than a corporation who contravenes any provision of this By-law or an order made under this By-law is guilty of an offence and on conviction is liable to a maximum fine of \$10,000 for a first offence, and \$25,000 for a subsequent offence.

### **Officers and Directors**

9.20 Any officer or director of a corporation who knowingly concurs in the contravention of this By-law or an order made under this By-law is guilty of an offence and on conviction is liable to a maximum fine of \$10,000 for a first offence, and \$25,000 for a subsequent offence.

### **Corporations**

9.21 Any corporation which contravenes any provision of this By-law or an order made under this By-law is guilty of an offence and on conviction is liable to a maximum fine of \$50,000 for a first offence, and \$100,000 for any subsequent offence.

### **Economic Advantage**

9.22 In addition, if any person convicted of an offence under this By-law has gained economic advantage from the contravention of the By-law, they are liable to a special fine equal to the economic advantage gained.

### **Administrative Penalties**

9.23 As an alternative to a charge for an offence under this By-law, a Municipal Law Enforcement Officer may issue an administrative penalty notice for any contravention of this By-law.

### **Severability**

9.24 In the event that any provision or part of a provision in this By-law is found to be invalid or unenforceable then the particular provision or part thereof shall be deemed to be severed from the remainder of the By-law and all other provisions or parts thereof shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

### **Schedules**

9.25 The following schedules are attached to and form part of this By-law:

9.25.1 Schedule "A" – Recyclable Materials, Organic Materials, Yard Waste and Christmas Trees

9.25.2 Schedule "B" – Prohibited Collection Waste

9.25.3 Schedule "C" – Community Recycling Centres

9.25.4 Schedule "D" – Permitted Waste Containers

9.25.5 Schedule "E" – Enhanced Collection Areas

9.25.6 Schedule "F" – Agreement for On-Site Collection of Municipal Solid Waste

**Repeal**

9.26 By-law No. 09-067, as amended, is hereby repealed.

**User Fees and Charges**

9.27 Notwithstanding Section 9.26, the User Fees and Charges applicable to By-law No. 09-067 and the fees set out in Schedule “C” to By-law No. 09-067 continue to apply to this By-law and the administration and operation of the waste management system until a new User Fees and Charges By-law is passed by Council.

**Enactment**

9.28 This By-law comes into effect on the date it is passed.

**Administrative Penalty Enactment**

9.29 Despite Section 9.28, Section 9.23 does not come into effect until this By-law is Designated pursuant to Administrative Penalty By-law No. 17-225.

**PASSED** this 28<sup>th</sup> day of October, 2020.

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F. Eisenberger  
Mayor

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A. Holland  
City Clerk

**SCHEDULE “A” TO BY-LAW 20-221  
RECYCLABLE MATERIALS, ORGANIC MATERIALS, YARD WASTE AND  
CHRISTMAS TREES**

**Recyclable Materials**

1. The following items or materials are deemed to be recyclable materials for the purposes of this By-law:
  - (a) recyclable containers material means:
    - (i) aluminum foil and trays;
    - (ii) aseptic containers such as juice boxes;
    - (iii) film plastic such as grocery bags or plastic wrap (bread, milk (outer bag only), produce bags);
    - (iv) gable-top containers such as juice and milk cartons;
    - (v) glass bottles and jars with lids removed;
    - (vi) high density polyethylene (plastic #2) containers such as plastic bottles and jugs with lids removed;
    - (vii) metal beverage and food containers;
    - (viii) metal lids;
    - (ix) metal paint and aerosol cans that are empty and dry;
    - (x) molded plastic packaging;
    - (xi) polyethylene terephthalate (plastic #1) containers such as soft drink and water bottles with lids removed;
    - (xii) polypropylene (plastic #5) containers such as plastic tubs and lids; and
    - (xiii) spiral cardboard cans such as frozen juice containers or potato chip containers;
  - (b) recyclable fibres material means:
    1. boxboard such as cereal and cracker boxes;
    2. books with the hard cover removed;
    3. corrugated cardboard;



4. fine paper;
  5. magazines;
  6. newsprint;
  7. paper egg cartons; and
  8. paper products generated by households that do not contain plastic windows or liners such as envelopes, flyers and greeting cards.
2. Despite Section 1 of this Schedule “A”, black plastic is not a recyclable containers material and should be placed in the garbage.

### **Organic Materials**

3. The following items or materials are deemed to be organic materials for the purposes of this By-law:
- i. baked goods and cereals;
  - ii. coffee filters and grounds;
  - iii. cold wood ashes;
  - iv. dairy products;
  - v. eggs and eggshells;
  - vi. fish, meat and bones;
  - vii. fruit and vegetables (plastic wrap, rubber bands, stickers and labels removed);
  - viii. nuts and shells;
  - ix. paper coffee cups;
  - x. pasta, potatoes, rice and grains;
  - xi. sawdust, excelsior and wood shavings, except from pressure treated wood, oriented strand board or medium density fibre board;
  - xii. soiled newsprint, paper bags, paper plates, pizza boxes, paper towels, microwave popcorn bags;
  - xiii. cooking oil or grease that has solidified; and
  - xiv. pet hair.

### **Yard Waste**

4. The following items or materials are deemed to be yard waste for the purposes of this By-law:
  - (a) branches;
  - (b) brush;
  - (c) grass clippings;
  - (d) house and garden plants;
  - (e) leaves;
  - (f) plant and tree trimmings; and
  - (g) weeds;
5. Despite Section 4 of this Schedule “A”, noxious weeds are not deemed yard waste and should be placed in the garbage.

### **Christmas Trees**

6. Only Christmas trees in conformance with this By-law will be deemed acceptable waste.

**SCHEDULE “B” TO BY-LAW 20-221  
PROHIBITED COLLECTION WASTE**

1. The following items or materials are deemed to be prohibited collection waste for the purposes of this By-law:
  - 1.1 animal carcasses or parts of animal carcasses except for food waste;
  - 1.2 automotive parts;
  - 1.3 brick, concrete and ceramic tiles;
  - 1.4 construction and demolition materials;
  - 1.5 earth, rocks, sod and stone;
  - 1.6 hazardous waste;
  - 1.7 human and animal excrement, except for animal excrement generated by a domesticated animal that is not living on a farm, or if is contained in a diaper;
  - 1.8 liquid waste;
  - 1.9 municipal hazardous or special waste;
  - 1.10 needles;
  - 1.11 plastic, fibre and steel barrels;
  - 1.12 pressure treated lumber;
  - 1.13 propane tanks and gas cylinders;
  - 1.14 railway ties;
  - 1.15 scrap metal;
  - 1.16 tires;
  - 1.17 tree stumps;
  - 1.18 vermiculite;
  - 1.19 waste electrical and electronic equipment;
  - 1.20 waste that is free from contamination

- 1.21 white goods; and
- 1.22 wire, wire meshing and fencing.

**SCHEDULE “C” TO BY-LAW 20-221  
COMMUNITY RECYCLING CENTRES**

**Acceptable Materials**

1. The following items or materials are deemed to be acceptable at Community Recycling Centres:
  - 1.1 asphalt shingles;
  - 1.2 bulk items;
  - 1.3 bulky rigid plastics, such as high-density polyethylene and polypropylene plastics that cannot fit into permitted waste containers as outlined in Schedule “D”, and which do not contain more than one type of material;
  - 1.4 clean wood and lumber, which is free of hardware and nails, and which does not contain a painted or treated surface;
  - 1.5 expandable polystyrene, which is free from residue, such as packaging from televisions and appliances;
  - 1.6 garbage;
  - 1.7 municipal hazardous or special waste, including:
    - 1.7.1 aerosols;
    - 1.7.2 antifreeze;
    - 1.7.3 batteries;
    - 1.7.4 bulked fuel placed in containers less than 20 litres in volume;
    - 1.7.5 fire extinguishers;
    - 1.7.6 fertilizers;
    - 1.7.7 flammable liquids and solids;
    - 1.7.8 gas cylinders, including propane tanks;
    - 1.7.9 household solvents, chemicals and cleaners;
    - 1.7.10 inorganic acids and bases;
    - 1.7.11 inorganic cyanides;
    - 1.7.12 isocyanates;

- 1.7.13 light bulbs and lamps, including fluorescent, halogen, high-intensity discharge (HiD), sodium and ultraviolet (UV);
  - 1.7.14 oil and oil filters;
  - 1.7.15 oxidizers;
  - 1.7.16 paint and paint sludge;
  - 1.7.17 pathological waste, including sharps, needles and syringes placed in plastic or metal containers with a lid and labelled “syringes”;
  - 1.7.18 pesticides and herbicides;
  - 1.7.19 pharmaceuticals; and
  - 1.7.20 mercury switches, thermometers and thermostats.
- 1.8 recyclable materials, which has been separated into recyclable fibres material and recyclable containers material;
- 1.9 scrap metal, including:
- 1.9.1 aluminum siding;
  - 1.9.2 automotive parts;
  - 1.9.3 barbeques with propane tanks removed;
  - 1.9.4 hot water tanks;
  - 1.9.5 metal furniture and household items including bicycles and lawnmowers;
  - 1.9.6 metal hardware including nuts, bolts, nails and screws;
  - 1.9.7 metal posts, pipe fittings and sinks; and
  - 1.9.8 tire rims from passenger and light truck vehicles (tires removed).
- 1.10 tires with or without rims from passenger and light truck vehicles;
- 1.11 waste electrical and electronic equipment;
- 1.12 white goods, including:

- 1.12.1 air conditioners including window-mounted and central air systems;
- 1.12.2 clothes washers and dryers;
- 1.12.3 dehumidifiers;
- 1.12.4 dishwashers;
- 1.12.5 hot water tanks, drained;
- 1.12.6 microwave ovens;
- 1.12.7 ovens;
- 1.12.8 pool heaters;
- 1.12.9 refrigerators and freezers;
- 1.12.10 stoves and ranges;
- 1.12.11 water coolers; and
- 1.12.13 water pressure tanks.

1.13 yard waste.

**Unacceptable Waste**

- 2. Any item not specifically listed in Section 1, of this Schedule “C”, shall not be accepted at the Community Recycling Centres, and for certainty, without limiting the generality of the foregoing, the following items or materials are deemed to be not acceptable at Community Recycling Centres:
  - 2.1 ammunition, explosives or fireworks;
  - 2.2 asbestos;
  - 2.3 biohazardous or biochemical wastes;
  - 2.4 toner/ink cartridges; and
  - 2.5 radioactive waste.

**SCHEDULE “D” TO BY-LAW 20-221  
PERMITTED WASTE CONTAINERS**

**Garbage Containers – Single-Family Residential**

1. Owners of single-family residential properties shall set out garbage as follows:
  - 1.1 no more than one rigid, reusable garbage container with handles and a diameter which is smaller at the bottom than the top, or garbage bag per dwelling unit with a maximum volume of 135 litres and maximum weight of 23 kilograms; or
  - 1.2 if an owner has an excess of garbage that cannot fit within a garbage container or garbage bag as described in Section 1.1 of this Schedule “D”, an owner may set out any number of garbage bags with a maximum volume of 135 litres and maximum weight of 23 kilograms each provided that a garbage tag is affixed to each; or
  - 1.3 any number of cardboard boxes, with a maximum weight of 13 kilograms each, containing only broken glass or other sharp objects, sealed and labelled, so long as the General Manager deems the number of boxes appropriate.

**Garbage Containers – Multi-Residential**

2. Owners of multi-residential properties shall set out garbage as follows:
  - 2.1 for uncompacted garbage, any number of front-end containers with a volume of no more than 6120 litres provided that the total combined volume of all front-end containers set out is not more than 135 litres per dwelling unit for the property per week;
  - 2.2 for compacted garbage, any number of front-end containers with a volume of no more than 2293 litres provided that the total combined volume of all such containers set out is not more than 45 litres per dwelling unit for the property per week.

**Garbage Containers - Commercial**

3. Owners of commercial properties shall set out garbage as follows:
  - 3.1 no more than six rigid, reusable garbage containers with handles and a diameter which is smaller at the bottom than the top or garbage bags with a maximum volume of 135 litres and maximum weight of 23 kilograms each per collection day; or
  - 3.2 any number of cardboard boxes with a maximum weight of 13 kilograms each, containing only broken glass or other sharp objects, sealed and



labelled, so long as the General Manager deems the number of boxes appropriate.

### **Recycling Containers – Single-Family Residential**

4. Owners of single-family residential properties shall set out recyclable materials as follows:
  - 4.1 any number of blue boxes provided by the City or comparable containers with a maximum weight of 13 kilograms each; or
  - 4.2 any number of securely tied clear or translucent bags with a maximum volume of 135 litres and maximum weight of 13 kilograms each.

### **Recycling Containers - Multi-Residential**

5. Owners of multi-residential properties shall set out recyclable materials as follows:
  - 5.1 any number of blue boxes provided by the City or comparable containers with a maximum weight of 13 kilograms each;
  - 5.2 any number of securely tied clear or translucent bags with a maximum volume of 135 litres and maximum weight of 13 kilograms each;
  - 5.3 any number of recycling carts provided by the City having a hinged lid, wheels, a maximum volume of 364 litres and a maximum weight of 60 kilograms, or comparable containers;
  - 5.4 any number of blue, rigid, reusable recycling containers with handles and a maximum volume of 135 litres and maximum weight of 23 kilograms each; or
  - 5.5. for recyclable fibres material only, any number of front-end containers with a volume of no more than 6120 litres that is capable of being collected by a front-end collection vehicle.

### **Recycling Containers – Commercial**

6. Owners of commercial properties shall set out recyclable materials as follows:
  - 6.1 any number of blue boxes provided by the City or comparable containers with a maximum weight of 13 kilograms each;
  - 6.2 any number of securely tied clear or translucent bags with a maximum volume of 135 litres and maximum weight of 13 kilograms each;

- 6.3 any number of recycling carts provided by the City having a hinged lid, wheels, a maximum volume of 364 litres and a maximum weight of 60 kilograms, or comparable containers;
- 6.4 any number of blue, rigid, reusable recycling containers with handles and a maximum volume of 135 litres and maximum weight of 23 kilograms each; or
- 6.5 for recyclable fibres material only, any number of front-end containers with a volume of no more than 6120 litres that is capable of being collected by a front-end collection vehicle.

### **Organics Containers – Single-Family Residential**

- 7. Owners of single-family residential properties shall set out organic materials in any number of green organics bins provided by the City or comparable containers with a handle, hinged lid and a maximum volume of 120 litres and a maximum weight of 60 kilograms each.

### **Organics Containers – Multi-Residential**

- 8. Owners of multi-residential properties shall set out organic materials in any number of organics carts provided by the City or comparable containers with a handle and hinged lid, with a maximum volume of 120 litres and a maximum weight of 60 kilograms each.

### **Organics Containers – Commercial**

- 9. Owners of commercial properties shall set out organic materials in any number of organics carts provided by the City or comparable containers with a handle and hinged lid, with a maximum volume of 120 litres and a maximum weight of 60 kilograms each.

### **Yard Waste Containers**

- 10. Owners shall set out yard waste as follows:
  - 10.1 any number of open-top, rigid, reusable containers with handles and a maximum volume of 135 litres and maximum weight of 23 kilograms each;
  - 10.2 any number of kraft paper bags with a maximum volume of 135 litres and maximum weight of 23 kilograms each; or
  - 10.3 any number of rigid, reusable bushel baskets with a maximum volume of 135 litres and maximum weight of 23 kilograms each.

**SCHEDULE “E” TO BY-LAW 20-221  
ENHANCED COLLECTION AREAS**

Those Business Improvement Area(s) include the following districts in Special Policy Areas:

- 1) Dundas District: King Street West from John Street to Main Street / Cross Street;
- 2) Downtown Hamilton District: area of Hunter Street East to Wilson Street and MacNab Street South to Mary Street;
- 3) International Village: area of Main Street East to Rebecca Street and Mary Street to West Avenue North; and
- 4) Westdale Village District: King Street West from west limit of North Oval / South Oval to Cline Avenue North.

**SCHEDULE “F” TO BY-LAW 20-221  
AGREEMENT FOR ONSITE COLLECTION OF MUNICIPAL SOLID WASTE**

**In consideration for the provision of *On-Site Collection Services* (as herein defined), the *Current Owner* (as herein defined) agrees as follows:**

**ARTICLE 1 – DEFINITIONS**

***Access Area*** is the lane, street, avenue or other means of ingress or egress available for the *City* and/or *Contractor* to access the *Collection Area* and includes adequate space for the *City* and/or *Contractor* to perform vehicle turnaround functions, as well as pick-up functions, safely.

***Agreement*** means this Agreement for On-site Collection of Municipal Solid Waste and includes the *Application* and Schedule “A” hereto. In the event of conflict between the *Application*, Schedule “A” and the body of this *Agreement*, the body of this *Agreement* shall apply and prevail.

***Application*** means an application in a form prescribed by the *City*, completed by the *Current Owner* with respect to each *Property* for the provision of *On-Site Collection Services* and approved by the *City*. Each approved *Application* shall form a part of this *Agreement*, even though it is not physically attached hereto.

***Business Day*** means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed or any other day where the administrative offices of the *City* are closed.

***City*** means City of Hamilton.

***Collectible Waste*** means waste, including organic waste and recyclable materials and any other solid waste materials acceptable for pick-up in accordance with the *Solid Waste By-Law*, and which are identified for pick-up in Schedule “A” attached hereto for each *Property*.

***Collection Area*** means an area provided by the *Current Owner* where *Collectible Waste* will be placed for pick-up by the *City* and/or its *Contractor(s)* for each *Property*, as approved by the *City*.

***Contractor*** means any individual or entity employed or contracted by the *City* to provide *On-site Collection Services*.

***Current Owner*** means the individual(s) or entity(ies) that holds title to the *Property* or *Properties*; or in the case of a condominium, the condominium corporation responsible for the *Property* or *Properties*; as at the date of execution of this *Agreement*. Where there is more than one individual or entity that holds title to the *Property* or *Properties*, they shall be jointly and severally liable for the liabilities and obligations of the *Current Owner* under this *Agreement*.

***Former Contracts and Indemnities*** means any contract(s) and/or indemnity(ies) entered into between an *Owner* and any of the *Former Municipalities*, or with the *City*,

with respect to *On-Site Collection Services*, whether or not said contract(s) and/or indemnity(ies) was/were, or is/are, registered on title.

**Former Municipalities** means those municipalities that were dissolved pursuant to the *City of Hamilton Act, 1999*, S.O. 1999, CHAPTER 14, Schedule C, when the *City* was established.

**On-Site Collection Services** means the non-curbside/roadside collection of *Collectible Waste* by the *City* and/or a *Contractor* from the *Collection Area* of each *Property*, including ingress and egress to/from each *Property* via the *Access Area*.

**Owner** means any individual(s) or entity(ies) who had, has, or will have title to any property, or in the case of a condominium, the condominium corporation who had, has, or will have responsibility for a property, for which *On-Site Collection Services* was, is, or will be requested.

**Property** means a property owned by the *Current Owner* executing this *Agreement* for which the provision of *On-Site Collection Services* has been, or is being, requested, as set out in Schedule "A" attached hereto. All *Properties* requiring *On-Site Collection Services* by the *Current Owner* shall be listed in Schedule "A" with the corresponding *Collectible Waste* requirements and *Application* number for each *Property*.

**Solid Waste By-law** means the City of Hamilton's Solid Waste Management By-law No. 09-067, as amended and as it exists from time to time, or any successor by-law.

## **ARTICLE 2 – CURRENT OWNER RESPONSIBILITIES**

### **2.1 General**

**2.1.1** The *Current Owner* hereby agrees to provide an unobstructed *Collection Area* and *Access Area*, which shall be easily accessible to the *City* and/or its *Contractor(s)*, for the provision of *On-Site Collection Services* for each *Property*. This includes, but is not limited to, a safe, unobstructed *Access Area* and *Collection Area*, an adequate vehicle turning area, as well as reasonable snow and ice removal in the *Access Area* and *Collection Area*.

**2.1.2** The *Current Owner* hereby agrees to provide waste containers approved by the *City* in accordance with the *Solid Waste By-law* for each *Property*.

**2.1.3** The *Current Owner* hereby agrees that the *Collectible Waste* to be collected through the provision of *On-Site Collection Services* by the *City* and/or its *Contractor(s)* for each *Property* is set out in Schedule "A" of this *Agreement*.

**2.1.4** The *Current Owner* hereby undertakes to advise all tenants and unit owners for each *Property* of the existence of this *Agreement* and to provide a copy of this *Agreement* to a tenant or unit owner upon request.

### **2.2 Insurance**

**2.2.1** Throughout the term of this *Agreement* (including any renewal thereof), the

*Current Owner* shall obtain and maintain at its own expense, including the cost of any applicable deductible, Commercial General Liability Insurance, covering the *Property* or *Properties* identified in Schedule “A” of this *Agreement* and written on IBC Form 2100 or its equivalent, including but not limited to bodily and personal injury liability, property damage, and premises liability coverage, having a minimum, inclusive limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate. The policy shall be endorsed to include the City of Hamilton and its *Contractors* as additional insureds, but only with respect to liability arising out of this *Agreement*.

- 2.2.2** The *Current Owner* shall deposit with the *City* a Certificate of Insurance originally signed by an authorized insurance representative and confirming thereon relevant coverage information at the time of execution of this *Agreement* and thereafter during the term of this *Agreement*, at the request of the *City*. The certificates of insurance shall contain a provision that the insurer shall not cancel, or materially change coverage as would affect this *Agreement* without providing the *City* at least thirty days prior written notice. Certificate Holder will be addressed as the City of Hamilton, City Hall, 71 Main Street West, Hamilton, Ontario L8P 4Y5 Attention: Policy/Program Analyst, Operations Support, Operations Division, Public Works Department. All certificates, cancellation, nonrenewal or adverse change notices are to be mailed to this address. All insurers shall be licensed to do business in Ontario and such insurance policy wording and terms shall be acceptable to the *City*. All insurance coverage to be provided by the *Current Owner* in this *Agreement* shall be primary and not call into contribution any other insurance coverage available to the *City*. The *Current Owner* shall not do or omit to do anything that would impair or invalidate the insurance policies. The required insurance described herein may be altered or increased by the *City*, acting reasonably.

### **2.3** Indemnity

The *Current Owner* hereby agrees to defend, release and forever indemnify and save harmless the *City*, its officers, directors, employees, officials, agents and its *Contractor(s)* (collectively the “Indemnitees”), of and from any claims, demands and/or causes of action that may arise by reason of, or in connection with, the operation of collection vehicles, or personnel, or the work of the Indemnitees on any *Property*, *Collection Area* or *Access Area*, or any combination of the foregoing, resulting, directly or indirectly, in damages (including special or consequential damages), loss, costs, fines, penalties, and/or injury to person(s).

### **3.2** Term of Agreement

This *Agreement* shall come into effect as of the date of execution by the *Current Owner* and shall remain in force until,

- (a) it is terminated by the *Current Owner* by providing no less than 10

- Business Days* prior written notice to the *City*, or
- (b) the *City* discontinues the *On-Site Collection Services* for a *Property*, or
  - (c) this *Agreement* is otherwise terminated in accordance with the provisions of this *Agreement*.

No amendments to this *Agreement* shall be effective without the prior written consent of the *City*.

### **3.3 Nature of Agreement**

The *Current Owner* acknowledges and agrees that this *Agreement* is the *City's* standard agreement for *On-Site Collection Services* and shall govern the entire relationship between the *City* and the *Current Owner*. This *Agreement* shall supercede and replace any and all *Former Contracts and Indemnities*. Should the *City* change the form of this *Agreement*, the *Current Owner* agrees to execute any new agreement provided by the *City* for the provision of *On-Site Collection Services* ("New Agreement"). Should the *Current Owner* fail to execute the New Agreement within 15 *Business Days* of receipt of the New Agreement, *On-Site Collection Services* shall terminate at no cost, liability or penalty to the *City* whatsoever. Upon execution of the New Agreement, or upon the failure of the *Current Owner* to execute the New Agreement within the stipulated timeframe, this *Agreement* shall terminate at no cost, liability or penalty of any kind whatsoever to the *City*.

### **3.4 Successors and Assigns**

This *Agreement* shall be binding on the executors, heirs, and legal representatives of the *Current Owner*. The *Current Owner* shall not assign this *Agreement*. Any attempt to assign this *Agreement* or any of the *Current Owner's* rights, duties, liabilities or obligations under this *Agreement* is void.

### **3.5 Fees**

The *Current Owner* acknowledges and agrees that the *City* is providing *On-Site Collection Services* in consideration for the insurance and indemnities provided in this *Agreement*. As a result, the *Current Owner* understands and agrees that there are no fees and charges payable by the *Current Owner* to the *City* with respect to the provision of *On-Site Collection Services* by the *City* and/or its *Contractor(s)* pursuant to this *Agreement*.

### **3.6 Laws**

- (a) This *Agreement* shall be governed by the laws of the Province of Ontario and the laws of Canada as applicable therein. The *Current Owner* irrevocably submits and attorns to the exclusive jurisdiction of the court of the Province of Ontario. Any action or proceeding relating to this *Agreement* shall be brought in a court of competent jurisdiction in Hamilton, Ontario.
- (b) All provisions in the *Solid Waste By-law* governing *Collectible Waste* collection shall apply, with necessary modifications to *On-Site Collection Services*, including but not limited to provisions governing

when and how *Collectible Waste* can be set out for collection. In the event of a conflict between the provisions of this *Agreement* and the provisions of the *Solid Waste By-law*, the provisions of this *Agreement* prevail.

**3.7 Notice**

Any notice under this *Agreement* shall be sufficiently given if given by:

- (a) personal delivery; or
- (b) registered letter, postage prepaid, and mailed in a Canadian post office; or
- (c) fax;

| If to the <i>City</i>   | If to the <i>Current Owner</i> |
|---|--------------------------------|
| Policy/Program Analyst,<br>Operations Division<br>Public Works Department, City of<br>Hamilton<br>City Hall, 71 Main Street West<br>Hamilton, Ontario L8P 4Y5<br>Fax No. 905-546-3972 |                                |

or to any address as may be designated in writing by the *City* or the *Current Owner* in accordance with this provision. The date of receipt of any notice shall be deemed conclusively given on the day it was received by personal delivery, at the beginning of business on the third *Business Day* after it was mailed by registered mail or on the day sent by fax if sent on or before 4:30 p.m. on a *Business Day* of the receiving party and on the next *Business Day* of the receiving party if sent by fax after 4:30 p.m.

**3.8 Independent Legal Advice**

The *Current Owner* hereby acknowledges and agrees that the *City* has provided him/her/it with a reasonable opportunity to seek independent legal advice with respect to this *Agreement* and has encouraged him/her/it to do so. The *Current Owner* hereby acknowledges and agrees that he/she/it either has sought said advice or has declined to do so.

**INSERT NAME OF CURRENT OWNER**      **WITNESS**



\_\_\_\_\_  
Signature of Current Owner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Address of Witness (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Current Owner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Address of Witness (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I/We have the authority to bind the  
*Current Owner*