## WASTE COLLECTION AGREEMENT FOR CITY OF MISSISSAUGA FACILITIES

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:** 

# THE REGIONAL MUNICIPALITY OF PEEL

(hereinafter called the "Region")

-and-

#### THE CORPORATION OF THE CITY OF MISSISSAUGA (hereinafter called the "City")

**WHEREAS** by Regional By-Law Number 114-94, waste management powers from area municipalities, including the City were assumed by the Region effective May 1, 1995;

**AND WHEREAS** as a result of the above noted by-law, the Region provides waste management services ("Services", as further defined below) to the City;

**AND WHEREAS** the City and the Region wish to enter into this services agreement to formalize the obligations and responsibilities of the Parties for implementing the Services at City of Mississauga Facilities;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of their respective agreements set out below, the Parties covenant and agree as follows:

#### 1. **DEFINITIONS**

1.1 The following definitions apply to the interpretation of this Agreement:

**"Bulky Items"** means large items set out for collection including, but not limited to, furniture, rugs, sofas and mattresses. These items are singular in nature and are not mass quantities.

**"Cart-Based Garbage Container"** means a 95 U.S. Gallon (360 litre) (approximately) volume capacity cart used for storing Garbage for collection, or other volume capacity cart as supplied or determined by the Region as acceptable.

"Cart-Based Recycling Container" means a 95 U.S. Gallon (360 litre) (approximately) volume capacity cart used for storing Recycling for collection, or other volume capacity cart as supplied or determined by the Region as acceptable.

"Cart-Based Source Separated Organics Container" means a 32 U.S. Gallon (100 litre) (approximately) volume capacity cart used for storing organics for collection, or other volume capacity cart as supplied or determined by the Region as acceptable.

"City of Mississauga Facility" means a property owned and/or operated by the City including but not limited to: community and recreation centres, public works yards, public transit terminals/stations, libraries, fire stations, municipal golf courses, parks and administrative offices.

**"Collection Point"** means a location designated by the Commissioner for the set out of Bulky Items, Garbage, Recyclable Materials, Source Separated Organics and Yard Waste, and which includes:

- A location abutting the property and as close as possible to the edge of the roadway, without obstructing the roadway, or sidewalk and not extending beyond the frontage of the property;
- A Concealed Collection Point; or
- Any other location designated by the Commissioner which may be on, within or about a City of Mississauga Facility.

"**Commissioner**" means the Commissioner of Public Works for The Regional Municipality of Peel, or his or her designate, authorized to act on his or her behalf.

**"Concealed Collection Point"** means a collection point with a permanent three-sided structure without a roof for the purpose of concealing externally-stored Waste, Front-End Garbage Container, Front-End Recycling Container, Cart-Based Garbage Container, Cart-Based Recycling Container, Source Separated Organics Container, Bulky Items and Yard Waste.

"Container(s)" means a Front-End Garbage Container, Front-End Recycling Container, Cart-Based Garbage Container, Cart-Based Recycling Container, or Cart-Based Source Separated Organics Container.

"Curbside Waste Collection" means the collection of Garbage, Recycling, Source Separated Organics Containers, Bulky Items and/or Yard Waste from the curbside of a City of Mississauga Facility.

**"Front-End Garbage Container"** means a container supplied by the City used for storing Garbage with an attached lid on wheels or a compactor unit which is compatible for collection by a front-end collection vehicle.

**"Front-End Recycling Container"** means a container supplied by the Region used for storing Recycling with an attached lid on wheels which is compatible for collection by a front-end collection vehicle.

"Garbage" means Waste, other than Recyclable Material, Source Separated Organics, Yard Waste, and Bulky Items.

**"On-Site Waste Collection"** means the collection of Garbage, Recycling, Bulky Items, Source Separated Organics from Containers and/or Yard Waste from waste storage areas located on private property or public property as approved by the Region at a City of Mississauga Facility.

**"Operational Contact"** means the person(s) at the City and at the Region (or his or her designate) who is responsible for coordinating operations under this Agreement as set out in subsection 11.8.

**"Parties"** means the Region and the City and **"Party"** means either of them, as the context may require.

**"Radio Frequency Identification" or "RFID"** means tags that are installed on all Containers at City of Mississauga Facilities, that are used for tracking collection by material type.

"**Recyclable Material**" or "**Recyclables**" or "**Recycling**" means any Waste or material designated by the Region from time to time to be collected separately from other Waste, for the purpose of recycling, including but not limited to, the following:

- Aluminum foil trays and pie plates (flattened and folded in quarters);
- Boxboard, including cereal, cookie, frozen food (linters removed), tissue boxes, shoe boxes, egg cartons, detergent boxes (emptied and flattened);
- Cardboard (flattened and placed in the Cart-Based Recycling Container and/or Front-End Recycling Container with the lid closed);
- Empty paint and aerosol cans (paint lids removed and placed in the Cart-Based Recycling Container and/or Front-End Recycling Container; aerosol can caps removed and placed in the Garbage);

- Glass bottles and jars (lids removed and placed in the Garbage);
- Metal food and beverage cans;
- Milk and juice cartons and boxes;
- Paper, including newspapers, catalogues, magazines, telephone and paperback books, household paper, junk mail, envelopes, non-metallic gift wrap and cards;
- Polyethylene plastic bags (i.e. grocery bags tied in one plastic bag), plastic film and overwrap;
- Plastic bottles, jugs, jars and containers (caps and lids removed and placed in the Garbage);
- Polystyrene foam blocks, egg cartons and take-out food containers;
- Spiral wound containers; and
- Mixed rigid plastic containers including clamshell packaging used for fruits, vegetables and bakery products; large clear plastic tubs, lids and trays used for salads, cakes, delicatessen and cooked chicken; clear plastic egg cartons; take-out containers and microwavable trays; garden nursey pots, cells, trays and flats; plastic vitamin and prescripton bottles.

"Scheduled Collection Day(s)" or "Collection Day(s)" means a day of waste collection for a particular geographic area within the Region of Peel as determined by the Commissioner.

**"Service Request"** means a written electronic request submitted by the City's Operational Contact to the Region initiating the assessment process for waste collection services at a City of Mississauga Facility. The Service Request shall include the preferred type of collection service (e.g. Front-End or Carts), location, address and on-site contact.

"Services" means waste management services provided by the Region and includes the collection, haulage, transfer and disposal of Garbage, Recycling, Source Separated Organics, Yard Waste and/or Bulky Item material, as approved by the Region, collected from Collection Points at approved City of Mississauga Facilities. Services also include the promotion and education material provided by the Region.

**"Site Plan"** means the process by which the City considers design and technical aspects of a proposed development and examines the proposal to ensure compliance with all municipal land use requirements, standards and objectives.

**"Source Separated Organics"** means source separated organics derived from plant or animals including kitchen food waste and any other organic material collected separately for the purpose of processing, including but not limited to composting into a beneficial use product, as determined by Commissioner.

"Special Event(s)" means a one-time or infrequent event outside normal programs or activities of the sponsoring or organizing body. These events are ones that are held at a public location, within the boundaries of the Region of Peel, which are open to the public, and are focused on the community. Some of these Special Events may include Fall Fairs, Water or Multi-Cultural Festivals, and races.

**"Waste"** means all municipal Waste as defined in R.R.O. 1990, Regulation 347 (General – Waste Management), as amended, under the *Environmental Protection Act*, R.S.O. 1990, c.E.19.

**"Waste Collection By-law"** means the Region's By-law 35-2015, as may be amended or replaced from time to time, which is a by-law to regulate the collection of Waste in the Regional Municipality of Peel.

**"Waste Collection Design Standards"** means the guidelines as may be amended from time to time referred to in the Waste Collections Design Standards manual developed by the Region which sets out the on-site requirements to provide waste collection services to various categories of existing building designs. The requirements must be met before the Region can provide waste collection services. The Region's Design Standards guidelines must be taken into consideration for any proposed new development in order to receive waste collection.

**"Yard Waste"** means the items referred to as Yard Waste in Schedule "J" of the Region's Waste Collection By-law 30-2015, as amended from time to time, and any other Waste material identified as Yard Waste by the Region as determined by the Commissioner.

1.2 <u>Appendices.</u> The following Appendices are attached to and form part of this Agreement:

- Appendix 1: Front-End Recycling Collection Schedule for Mississauga.
- Appendix 2: Front-End Garbage Collection Schedule for Mississauga.
- Appendix 3: Cart-Based Recycling Collection Schedule for Mississauga.
- Appendix 4: Bulky Item and Cart-Based Garbage Collection Schedule for Mississauga.
- Appendix 5: Cart-Based Source Separated Organics Collection Schedule for Mississauga.
- Appendix 6: City of Mississauga Collection Service Locations.
- Appendix 7: 3Rs Policy for Special Events.

# 2. <u>WASTE CONTAINERS</u>

- 2.1 <u>City Ownership and Maintenance of Containers.</u>
  - 2.1.1. The City shall be responsible for the procurement and the supply, at its own cost, of Front-End Garbage Containers that are compatible with the Region's waste collection system and waste collection vehicles, and internal waste containers used for housekeeping within City of Mississauga Facilities.
  - 2.1.2. The City shall be responsible for the maintenance and repairs of the City-owned Front-End Garbage Containers to ensure the Containers remain in good working order and remain safe for collection by the Region's waste collection operators to the Region's satisfaction.
- 2.2 <u>Region Ownership and Maintenance of Containers.</u>
  - 2.2.1 The Region shall be responsible for the procurement and supply, at its own cost of Cart-Based Garbage Containers, Cart-Based Recycling Containers, Cart-Based Source Separated Organic Containers and Front-End Recycling Containers utilized for On-Site Waste Collection.
  - 2.2.2 The Region shall be responsible for the maintenance and repair of Region- owned Cart-Based Garbage Containers, Cart-Based Recycling Containers, Cart-Based Source Separated Organic Containers and Front-End Recycling Containers to ensure the Containers remain in good working order and remain safe for collection by the Region's waste collection operators.
  - 2.2.3 Containers owned and supplied by the Region as stated in 2.2.1 above shall bear the Region's logo and signage on the Region's waste management programs which may change from time to time.

#### 3. <u>WASTE COLLECTION SERVICES</u>

#### 3.1. Process.

- 3.1.1. The Region will collect and dispose of Garbage, Recycling, Source Separated Organics, Bulky Items and Yard Waste collected from City of Mississauga Facilities and Special Events at an approved waste management facility or at an end-of-life sanitary landfill within the Province of Ontario.
- 3.1.2. The City's Operational Contact will be responsible for initiating Services, including collection at City of Mississauga Facilities through a Service Request sent to the Region's Operational Contact.
- 3.1.3. Prior to the Region approving a new or existing City of Mississauga Facility for the Services, the Region will determine if the location meets the criteria of the

Region's Waste Collection Design Standards as amended from time to time. If the location does not meet these criteria, the City shall arrange for private waste collection or use the City's internal resources.

- 3.1.4 The Parties shall work together to determine requirements for the following: additional collection Containers on as required basis, additional collection Service on an as required basis, or an increase to the scheduled collection pick-up frequency at some locations as required.
- 3.1.5 The Region will endeavour to provide temporary waste collection Services as described in Section 3.2 of this Agreement which may include increased service frequency and/or Collection Points as required in the event of emergencies, natural disasters, work stoppages, etc., as per the Region's emergency response protocols.
- 3.2 <u>Service Availability and Frequency.</u>
  - 3.2.1 The Services available under the Region's collection contractor(s) include: Front-End Garbage Containers, Front-End Recycling Containers, Cart-Based Recycling Containers, Cart-Based Garbage Containers, Cart-Based Source Separated Organic Containers, Bulky Items and Yard Waste, as approved by the Region.
  - 3.2.2 Bulky Item collection is available upon request and will be scheduled within 7 business days. To request Bulky Item collection, the City's Operational Contact will be responsible for contacting the Region's Customer Contact Call Centre at 905-791-9499.
  - 3.2.3 Appendices 1 through 5 attached hereto are collection maps indicating the Collection Day schedule by waste collection service type for Front-End Recycling Containers, Front-End Garbage Containers, Cart-Based Recycling Containers, Cart-Based Garbage Containers, Cart-Based Source Separated Organic Containers, Bulky Item and Yard Waste collection service in the Region of Peel. Appendix 6 attached hereto is a list of City of Mississauga Facilities which currently receive Regional waste collection services.
  - 3.2.4 Collection Services will occur on a continued basis at City of Mississauga Facilities as detailed in Appendix 6 with the exception of Bulky Items, unless otherwise indicated by the Region.
  - 3.2.5 The Region will provide collection services for Special Events as per Appendix 7.
- 3.3 <u>Delivery of Waste to Regional Facilities.</u>
  - 3.3.1 Unless otherwise directed by the Region, the City shall be permitted to deliver Garbage, Recycling, Source Separated Organics, Bulky Items and Yard Waste to the Peel Integrated Waste Management Facility and/or other Region designated waste facilities.
- 3.4 <u>No additional cost to the City</u>.
  - 3.4.1 The Services provided by the Region to the City under this Agreement will be provided at no additional cost to the City.

# 4. <u>WASTE COLLECTION REPORTING</u>

4.1 RFID tags are installed on all Waste Containers at City of Mississauga Facilities by the Region with the exception of privately serviced Waste Containers and Source Separated Organics Containers. The RFID tags enable information to be recorded as the containers are collected by a waste collection vehicle contracted under the Region's collection contract. The information recorded includes the size and type of the container, the weight of the material collected, and the location where the collection took place.

4.2 At the request of the City's Operational Contact, the Region will generate reports on City of Mississauga Facilities based on the RFID data. Reports may include the type of material collected per location and the weight. The data and information from reports generated by the Region can be used by the City, at no additional cost, for the purpose of determining diversion rates at City of Mississauga Facilities but shall not be used by the City for any other purpose including but not limited to presentations to Council, without prior written consent from the Region.

# 5. <u>CITY OBLIGATIONS FOR RECEIPT OF SERVICES</u>

- 5.1 The City shall permit the Region and its employees, contractors and authorized agents entry onto City-owned or leased property where City of Mississauga Facilities are located, for the purposes of providing the Services under this Agreement.
- 5.2 The City shall be responsible for the following to ensure safe and convenient collection services are provided:
  - 5.2.1 Adhering to the provisions of the Waste Collection By-Law 35-2015 as amended from time to time and to ensure safe and convenient collection service is provided.
  - 5.2.2 Providing free and clear access to a Collection Point at the City of Mississauga Facilities determined satisfactory by the Commissioner for these purposes.
  - 5.2.3 Utilizing Waste Containers, which includes containers for Garbage, Recycling and Source Separated Organics, approved by the Commissioner.
  - 5.2.4 Ensuring all designated Waste is set out for collection in approved Containers and accessible by the waste collection vehicle no later than 7:00 a.m. on the Scheduled Collection Day by:
    - 5.2.4.1 Unlocking the cover lid of Front-End Recycling Container(s);
    - 5.2.4.2 Properly placing Containers at the designated Collection Point. The Region will not be responsible for emptying Containers that are inaccessible to the collection vehicle;
    - 5.2.4.3 Ensuring the Collection Point is signed and kept clear of obstruction, including but not limited to parked vehicles, snow and Bulky Items. During winter months the collection area must also be fully cleared of snow and ice, and salted; and
    - 5.2.4.4 Ensuring that on-site Containers can be collected in a safe manner by addressing work safety issues, including, but not limited to, overloaded containers and improper Waste disposal.
  - 5.2.5 Maintaining Waste enclosures in a safe, clean, sanitary, odour free and tidy condition, including cleaning and sanitizing enclosures on a weekly basis or more frequently as required.
  - 5.2.6 Ensuring Garbage, Source Separated Organic and Recyclable Materials are to be placed in Containers. Containers are to be set out in a manner that the Waste does not exceed the height level of the sides of the Container preventing the lid from being securely closed, and cardboard is to be broken down and placed within appropriate Recycling Containers.
  - 5.2.7 Ensuring that except for the purpose of collection on the Scheduled Collection Day, Front-End Recycling Container lids are locked at all times and are locked immediately after collection.

- 5.2.8 Notifying and obtaining approval from the Region prior to making any changes that will affect the Services, including but not limited to moving or making changes to Waste Collection Points and adding or changing Waste Containers.
- 5.2.9 Conducting daily inspection of Containers to:
  - 5.2.9.1 Prevent contamination of the Recycling stream by ensuring that non-Recyclable Materials are removed from Recycling Containers;
  - 5.2.9.2 Prevent contamination of the Source Separated Organic stream by ensuring that non-Source Separated Organic materials are removed from Source Separated Organic Containers;
  - 5.2.9.3 Notifying the Region when RFID tags that are are affixed to Garbage and Recycling Containers are damaged or lost;
  - 5.2.9.4 Correct and/or prevent overflowing or overloaded Containers;
  - 5.2.9.5 Maintain Containers in good and operable condition including regularly cleaning and repair and replacement of City-owned Containers;
  - 5.2.9.6 Remove Recyclable Materials from Garbage Containers and Source Separated Organic Containers;
  - 5.2.9.7 Close and secure bins and lids to prevent wind-blown litter;
  - 5.2.9.8 Identify and report damaged Region-owned Containers and RFID tags to the Region for repair.
- 5.2.10 Ensuring that any liners used for Recyclable Material are transparent clear or blue.
- 5.2.11 Ensuring that any liners used for Source Separated Organic material are certified as compostable by either the Bureau de Normalisation du Quebec and/or the Biodegradable Products Institute under the American Society for Testing and Materials Standard Specification for Compostable Plastics (ASTM D6400) or any successor certified process approved by the Commissioner.

# 6. <u>EDUCATION</u>

6.1 The Region will work with the City's Operations Contact to provide them with up-todate waste management educational material such as posters, guides, stickers, and any other material as the Region may develop from time to time. The Region will also provide waste collection reminders such as locking Recycling lids and gated enclosure doors to prevent contamination and illegal dumping. The City's Operational Contact will be responsible for distribution of this information to the responsible staff at facilities which have been documented to have contaminated Recycling and Source Separated Organics Containers.

# 7. <u>PILOT PROJECTS</u>

7.1 The Region and the City will agree to work together for the purpose of planning and implementing pilot projects on a temporary schedule, which may require additions and/or modification to one or more of the specifications outlined in Section 3 of this Agreement. Implementation of pilot projects will be at the Region's discretion based on available resources. Pilot projects will include but not be limited to a Source Separated Organics Waste collection pilot at selected City of Mississauga Facilities as agreed upon by both the Region and the City. Pilot projects may ultimately become permanent, at the Region's discretion.

# 8. <u>TERM AND TERMINATION</u>

8.1. The term of this Agreement shall be for a period of one (1) year commencing on the date of this Agreement as first above written, and shall automatically renew for successive one (1) year periods unless one Party provides written notice to the other of its intention not to renew, no later than 60 days prior to the end of the current term.

# 9. <u>GENERAL INDEMNITY</u>

9.1. Each party (the "Indemnified Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party") and its elected officials, directors, officers, servants, contractors, employees, agents successors and assigns, from and against any and all suits, actions, causes of action, claims, demands, losses, costs (including lawyer's fees and disbursements), damages, expenses or liabilities of every nature and kind whatsoever which the Indemnified Party, its elected officials, directors, officers, servants, contractors, employees, agents successors and assigns may suffer arising out of or attributable to the negligent or wrongful acts or omissions of the Indemnifying Party, its directors, officers, servants, contractors, employees, agents successors and assigns, and anyone for whom at law the Indemnifying Party is responsible, in the performance of its obligations under this Agreement, however neither party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its negligence or willful misconduct.

# 10. **INSURANCE**

- 10.1 Without restricting the indemnity provided by this Agreement, the Region shall at its sole cost and expense, obtain and maintain in full force and effect at all times throughout the term or extended term(s) of this Agreement insurance that a prudent person carrying out such Services would obtain and maintain. The policies shall:
  - (a) name the City as an Additional Insured, on applicable policies, in respect of this Agreement;
  - (b) be with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario;
  - (c) be primary and shall not call into contribution any insurance available to the City; and
  - (d) not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material change is given by the insurers to the City at least thirty (30) clear days before the effective date thereof.

The Region shall be responsible for payment of all amounts within the deductible or selfinsured retention under each policy of insurance.

The Region shall cause its contractor and subcontractors to obtain and maintain insurance to the same extent and effect as required herein.

Upon execution of this Agreement and prior to each insurance policy renewal date, the Region shall deliver to the City, upon the City's request, a Certificate of Insurance evidencing the insurance required under this Agreement.

10.2 During the term of this Agreement, the Region shall remain in good standing with the Workplace Safety and Insurance Board and shall provide the City with a valid letter of good standing issued by the Workplace Safety and Insurance Board within seven (7) days of request by the City.

# 11. <u>GENERAL</u>

11.1. <u>Complaints or Requests:</u> The City's operational staff shall direct all waste management inquiries to:

- The Region's Customer Call Centre at (905) 791-9499; or
- Supervisor, Multi-residential Collection and Inventory Management at (905) 791-7800 ext. 7987.
- 11.2. <u>Force Majeure</u>: Neither Party shall be liable under this Agreement for a failure to meet its obligations due to forces beyond its control which it has taken all reasonable steps to mitigate, including acts of God, terrorism and labour stoppages.
- 11.3. <u>Governing Law</u>: The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 11.4. <u>Severability of Agreement</u>: In the event that any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement will not be affected and shall continue in full force and effect.
- 11.5. <u>No Assignment</u>: This Agreement shall not be assigned in whole or in part by the City or the Region.
- 11.6. <u>Entire Agreement/No Waiver</u>: This Agreement is the entire agreement between the Parties and shall not be varied, altered, amended or supplemented except as provided for in this Agreement. No waiver of a breach by a Party under this Agreement shall constitute a consent to or waiver of any other different or subsequent breach.
- 11.7. <u>Amendments:</u> This Agreement may be amended only by written agreement between the Parties.
- 11.8. <u>Notices</u>: Any notice or other communication required or permitted to be given by this Agreement shall be in writing and shall be effectively given if (i) delivered personally; or (ii) sent by prepaid courier services; or (iii) sent by facsimile or other means of electronic communication to the Operational Contact,

In the case of the **Region**:

Supervisor, Multi-residential Collection and Inventory Management or designate The Regional Municipality of Peel Waste Management Division 7795 Torbram Road Brampton, ON L6T 0B6 Telephone: 905-791-7800, ext. 7987 Facsimile: 905-450-6873

In the case of the **City**:

Waste Management Coordinator The Corporation of the City of Mississauga 201 City Centre Drive Mississauga, ON L5B 3C1 Telephone: 905-615-3200 ext. 3039 Facsimile: 905-615-3041

Each notice or other communication sent in accordance with this subsection shall be deemed to have been received: (i) at the time it was delivered if delivered personally or by courier, (ii) the same day that it was sent by electronic transmission, if sent prior to 4:00pm on a business day, or at the start of business on the first business day thereafter if the day on which it was sent was not a business day or if sent after 4:00pm on a business day. Any Party may change its address for notice by giving notice to the other Parties as provided in this section.

#### 11.9. <u>Dispute Resolution</u>

11.9.1. Dispute

If the dispute, cannot be settled it shall be dealt with in accordance with this Section 11.9.

- 11.9.2. Escalation Levels:
  - 11.9.2.1. First Level Escalation In the event of any Dispute, the Dispute shall first be dealt with by the City's Operational Contact or designate and the Region's Operational Contact or designate ("First Level").
  - 11.9.2.2. Second Level Escalation Should the Dispute not be resolved within five (5) business days of its referral to the First Level, the Dispute shall be escalated to the City's Director of Parks, Forestry and Environment or designate and the Region's Director of Waste Management or designate ("Second Level").
  - 11.9.2.3. Third Level Escalation Should the dispute not be resolved within ten (10) business days of its referral to the Second Level, the dispute shall be escalated to the City's Commissioner of Community Services or designate and the Region's Commissioner of Public Works or designate ("Third Level").
  - 11.9.2.4. If No Resolution Should the Dispute not be resolved within fifteen (15) business days of its referral to the Third Level, either party may exercise its rights available at law.
- 11.9.3. Escalation Timelines

The parties agree to abide by the escalation timelines identified in subsection 11.9.2 above or such longer time period as agreed to by the parties, acting reasonably, in writing.

11.9.4. Admissibility

All negotiations and settlement discussions to resolve a Dispute shall be treated as compromise and settlement negotiations between the parties and shall not be subject to disclosure through discovery or any other process and shall not be admissible into evidence in any proceeding.

11.9.5. Continued Performance

Except where clearly prevented by the nature of the Dispute, the City and the Region agree to continue performing their respective obligations under this Agreement.

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**IN WITNESS WHEREOF** the Parties have caused this Agreement to be duly executed by their authorized signing officers as of the first date noted above.

# THE REGIONAL MUNICIPALITY OF PEEL

Per: Name: Title:

Document Execution No. \_\_\_\_\_ I/We Have Authority To Bind The Regional Corporation

File No. B27631

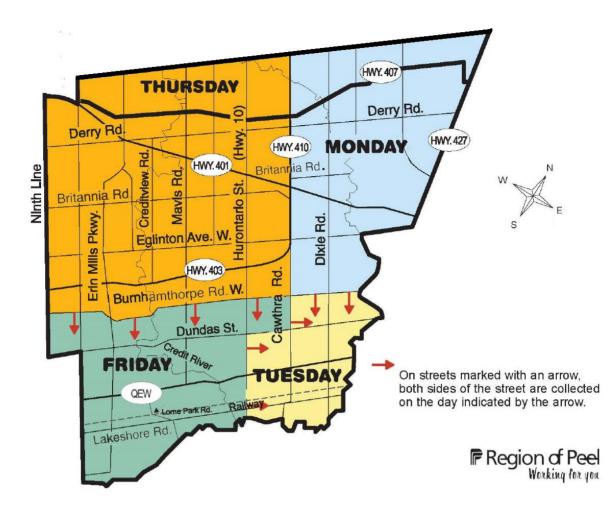
#### THE CORPORATION OF THE CITY OF MISSISSAUGA

Per: Name: Title: Commissioner of Community Services

Per: Name:

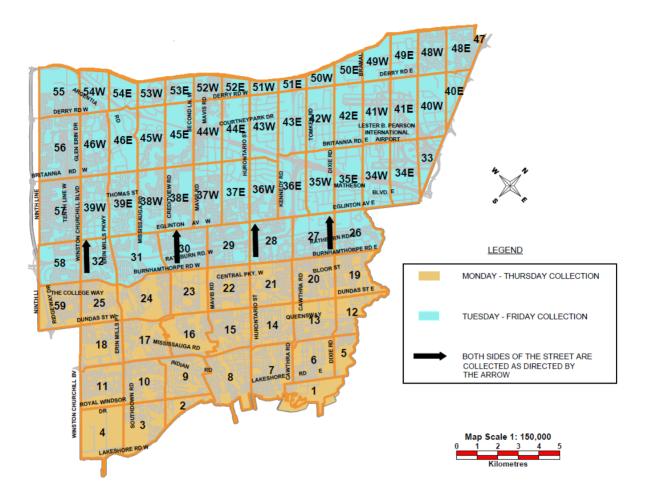
Title: City Clerk

I/We have authority to bind the Corporation.



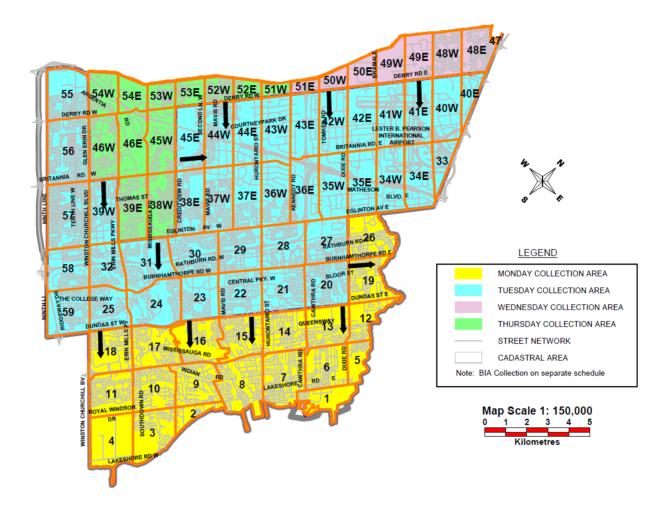
Appendix 1: Front-End Recycling Collection Schedule for Mississauga

Map Date: May 3, 2016



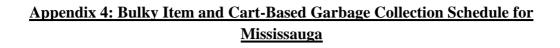
Appendix 2: Front-End Garbage Collection Schedule for Mississauga

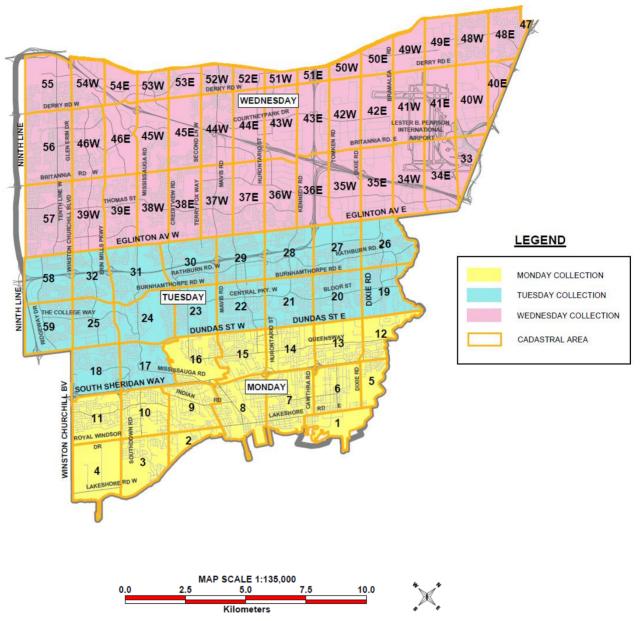
Map Date: January 16, 2015



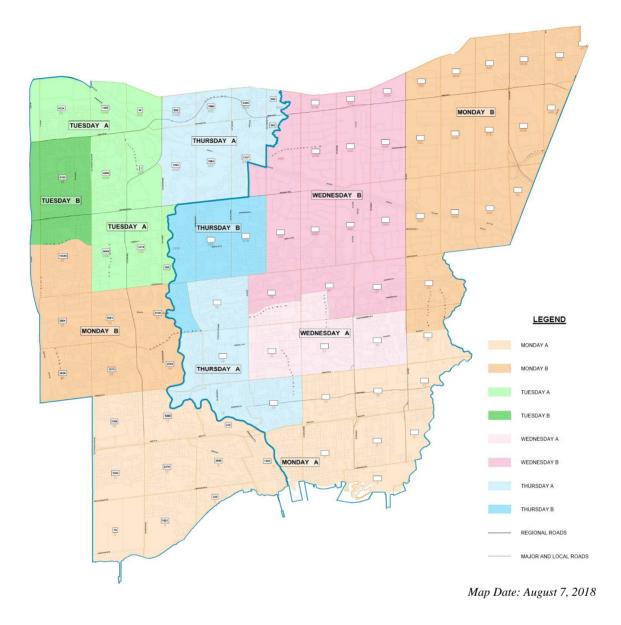
# Appendix 3: Cart-Based Recycling Collection Schedule for Mississauga

Map Date: May 3, 2016





Map Date: May 3, 2016



# Appendix 5: Cart-Based Source Separated Organics Collection Schedule for Mississauga

# Appendix 6: City of Mississauga Collection Service Locations

# Table 1: Front-End Garbage Service Locations

ZONE	BUILDING TYPE	#	ADDRESS	COLLECTION DAY	# BINS	SIZE
22	FIRE STATION 101	15	FAIRVIEW RD W	MONDAY & THURSDAY	1	4 YD
8	PORT CREDIT MEMORIAL ARENA	40	STAVEBANK RD N	MONDAY & THURSDAY	1	6 YD
8	FIRE STATION 104	62	PORT ST W	MONDAY & THURSDAY	SHARE WITH 161	LAKESHORE RD W
8	CLARKE MEMORIAL HALL	161	LAKESHORE RD W	MONDAY & THURSDAY	1	6 YD
29	MI-WAY BUS STATION	200	RATHBURN DR W	TUESDAY & FRIDAY	2	6 YD
29	CENTRAL LIBRARY	301	BURNHAMTHORPE RD W	MONDAY & THURSDAY	1	8 YD
36W	FRANK MCKECHNIE RECREATION CENTRE	310	BRISTOL RD E	TUESDAY & FRIDAY	2	6 YD
38W	STREETSVILLE MEMROIAL PARK / ARENA	335	CHURCH ST	TUESDAY & FRIDAY	2	6 YD
36E	ICELAND ARENA	705	MATHESON BLVD E	TUESDAY & FRIDAY	4	6 YD
1	PARKS YARD	725	LAKEFRONT PROMENADE	MONDAY & THURSDAY	2	6 YD
23	ANIMAL SERVICES	735	CENTRAL PARKWAY W	MONDAY & THURSDAY	1	6 YD
27	MI-WAY BUS STATION	775	EASTGATE PKWY	TUESDAY	1	4 YD
16	HURON PARK RECREATION CENTRE	830	PAISLEY BLVD W	MONDAY & THURSDAY	2	6 YD
23	COURTHOUSE	950	BURNHAMTHORPE RD W	MONDAY & THURSDAY	5	6 YD
23	MISSISSAUGA TRANSIT OFFICE	975	CENTRAL PARKWAY W	MONDAY & THURSDAY	3	6 YD
6	LAKEVIEW GOLF COURSE	1190	DIXIE RD	MONDAY & THURSDAY	1	6 YD
1	SMALL ARMS SOCIETY	1352	LAKESHORE RD E	THURSDAY	1	6 YD
6	CARMEN CORBASSON COMMUNITY CENTRE	1399	CAWTHRA RD	MONDAY & THURSDAY	2	6 YD
19	BURNHAMTHORPE COMMUNITY CENTRE	1500	GULLEDEN DR	MONDAY & THURSDAY	2	6 YD
3	BRADLEY HOUSE MUSEUM	1620	ORR RD	MONDAY	1	6 YD
24	ERINDALE PARK	1695	DUNDAS ST W	MONDAY & THURSDAY	3	6 YD
42E	FIRE STATION 109	1735	BRITANNIA RD E	TUESDAY & FRIDAY	1	6 YD
46E	MEADOWVALE FOUR RINKS	2160	TORQUAY MEWS	TUESDAY & FRIDAY	2	6 YD
25		2233	SOUTH MILLWAY	MONDAY & THURSDAY	1	6 YD
15	FIRE STATION 110	2316	HURONTARIO ST	MONDAY & THURSDAY	1	6 YD
10	CLARKSON COMMUNITY CENTRE	2475	TRUSCOTT DR	MONDAY & THURSDAY	2	6 YD
4	HOLCIM WATERFRONT ESTATES	2700	LAKESHORE RD W	MONDAY & THURSDAY	1	6 YD
39W	ERIN MEADOWS COMMUNITY CENTRE / SCHOOL	2800	ERIN CENTRE BLVD	TUESDAY & FRIDAY	4	6 YD
22	TRANSPORTATION AND WORKS	3185	MAVIS RD	MONDAY & THURSDAY	4	6 YD
59	TOM CHATER PARK	3195	THE COLLEGEWAY	MONDAY & THURSDAY	1	6 YD
58	ERIN MILLS TWIN ARENA	3205	UNITY DR	TUESDAY & FRIDAY	4	6 YD
22	PARKING CONTROL	3205	MAVIS RD	MONDAY & THURSDAY	4	6 YD
			DERRY RD	TUESDAY & FRIDAY	-	_
40W		3430			1	6 YD
23		3484	SEMENYK CT	MONDAY & THURSDAY	1	6 YD
48W		3540	MORNING STAR DR	TUESDAY & FRIDAY	1	6 YD
20		3650	DIXIE RD	MONDAY & THURSDAY	1	6 YD
29	LIVING ARTS CENTRE	4141	LIVING ARTS DR	TUESDAY & FRIDAY	3	6 YD
28	MI-WAY BUS STATION	4325	CENTRAL PARKWAY E	TUESDAY	1	4 YD
27	MI-WAY BUS STATION	4442	DIXIE RD	TUESDAY	1	4 YD
27	TOMKEN TWIN ARENA	4495	TOMKEN RD	TUESDAY & FRIDAY	2	6 YD
38E	BRAE BEN GOLF COURSE	5700	TERRY FOX WAY	TUESDAY & FRIDAY	2	6 YD
38W	RIVERGROVE COMMUNITY CENTRE	5800	RIVER GROVE AVE	TUESDAY & FRIDAY	1	6 YD
37E	FIRE STATION 114	5845	FALBOURNE ST	TUESDAY & FRIDAY	1	2 YD
46E	WORKS YARD	6300	MILLCREEK DR	TUESDAY & FRIDAY	2	6 YD
46W	MEADOW VALE THEATRE	6315	MONTEVIDEO RD	TUESDAY & FRIDAY	1	6 YD
40W	FIRE STATION 119 / PARAMEDIC	6375	AIRPORT RD	TUESDAY & FRIDAY	1	3 YD
46W	MEADOWVALE COMMUNITY CENTRE	6655	GLEN ERIN DR	TUESDAY & FRIDAY	1	8 YD
40W	TRANSIT GARAGE	6780	PROFESSIONAL CT	TUESDAY & FRIDAY	1	6 YD
42W	FIRE STATION 116 / PARAMEDIC	6825	TOMKEN RD	TUESDAY & FRIDAY	1	6 YD
55	GARY W MODERN TRAINING CENTER	7535	NINTH LINE	TUESDAY & FRIDAY	1	4 YD
21	MISSISSAUGA VALLEY COMMUNITY CENTRE	1275 & 1395	MISSISSAUGA VALLEY BLVD	MONDAY & THURSDAY	3	6 YD
23	MISSISSAUGA TRANSIT YARD	3555 / 3565	ERINDALE STATION RD	MONDAY & THURSDAY	SHARE WITH 975	CENTRAL PKWY W
36E	PARAMOUNT FINE FOODS CENTRE	5500 & 5600	ROSE CHERRY PL	TUESDAY & FRIDAY	5	6 YD

# Table 2: Front-End Recycling Service Locations

ZONE	BUILDING TYPE	#	ADDRESS	COLLECTION DAY	# BINS	SIZE
22	FIRE STATION 101	15	FAIRVIEW RD W	FRIDAY	1	6YD
8	PORT CREDIT MEMORIAL ARENA	40	STAVEBANK RD	FRIDAY	1	6 YD
36E	ICELAND ARENA	705	MATHESON BLVD E	MONDAY & THURSDAY	2	6 YD
1	PARKS YARD	725	LAKEFRONT PROM	TUESDAY	1	6 YD
23	COURTHOUSE	950	BURNHAMTHORPE RD W	FRIDAY	6	6 YD
6	LAKEVIEW GOLF COURSE	1190	DIXIE RD	TUESDAY	2	6 YD
1	SMALL ARMS SOCIETY	1352	LAKESHORE RD E	TUESDAY	1	4 YD
6	CARMEN CORBASSON COMMUNITY CENTRE	1399	CAWTHRA RD	TUESDAY	1	6 YD
19	BURNHAMTHORPE COMMUNITY CENTRE	1500	GULLEDEN DR	TUESDAY	1	6 YD
24	ERINDALE PARK	1695	DUNDAS ST W	FRIDAY	2	6 YD
46E	MEADOW VALE FOUR RINKS	2160	TORQUAY MEWS	THURSDAY	1	6 YD
11	WORKS YARD	2167	ROYAL WINDSOR DR	FRIDAY	4	6 YD
15	FIRE STATION 110	2316	HURONTARIO ST	FRIDAY	1	6 YD
59	TOM CHATER PARK	3195	THE COLLEGEWAY	FRIDAY	1	6 YD
58	ERIN MILLS TWIN ARENA	3205	UNITY DR	FRIDAY	2	6 YD
23	WOODLANDS LIBRARY / SCHOOL	3255	ERINDALE STATION RD	FRIDAY	2	6 YD
22	PARKING CONTROL	3235	MAVIS RD	FRIDAY	1	6 YD
40W	WILDWOOD PARK	3430	DERRY RD E	MONDAY	2	6 YD
48W	MALTON COMMUNITY CENTRE	3540	MORNING STAR DR	MONDAY	1	6 YD
20	BURNHAMTHORPE LIBRARY	3650	DIXIE RD	TUESDAY	1	6 YD
29	LIVING ARTS CENTRE	4141	LIVING ARTS DR	THURSDAY	3	4 YD
27	TOMKEN TWIN ARENA	4495	TOMKEN RD	MONDAY	1	6 YD
38E	BRAE BEN GOLF COURSE	5700	TERRY FOX WAY	THURSDAY	2	6 YD
38W	RIVERGROVE COMMUNITY CENTRE	5800	RIVER GROVE AVE	THURSDAY	2	6 YD
46E	WORKS YARD	6300	MILLCREEK DR	THURSDAY	2	6 YD
46W	MEADOW VALE COMMUNITY CENTRE	6655	GLEN ERIN DR	MONDAY & THURSDAY	1	6YD
42W	FIRE STATION 116 / PARAMEDIC	6825	TOMKEN RD	MONDAY & THURSDAY	1	6 YD
49W	MALTON DEPOT	7100	FIR TREE DR	FRIDAY	2	6 YD
55	GARY W MODERN TRAINING CENTER	7535	NINTH LINE	THURSDAY	1	4 YD
21	MISSISSAUGA VALLEY COMMUNITY CENTRE	1275 & 1395	MISSISSAUGA VALLEY BLVD	FRIDAY	1	6 YD
36E	PARAMOUNT FINE FOODS CENTRE	5500 & 5600	ROSE CHERRY PL	THURSDAY	8	6 YD

Table 3: Cart-Based Garbage Service Locations
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ZONE	BUILDING TYPE	#	ADDRESS	COLLECTION DAY	# CARTS
8	PORT CREDIT LIBRARY	20	LAKESHORE RD E	MONDAY & THURSDAY	2
6	FIRE STATION 102	710	THIRD ST	MONDAY	3
38E	FIRE STATION 118	1045	BRISTOL RD W	WEDNESDAY	3
35W	FIRE STATION 117	1090	NUVIK CT	WEDNESDAY	3
20	FIRE STATION 106 / PARAMEDIC	1355	WINDING TR	TUESDAY	4
10	LORNE PARK LIBRARY	1474	TRUSCOTT DR	MONDAY	2
10	TENNIS COURTS	1608	BIRCHWOOD DR	MONDAY	2
26	MI-WAY STATION	1915	EGLINGTON AVE. E	WEDNESDAY	2
24	FIRE STATION 107	1965	DUNDAS ST W	TUESDAY	5
3	FIRE STATION 103	2035	LUSHES AVE	MONDAY	4
46E	FIRE STATION 108	2267	BRITANNIA RD W	WEDNESDAY	2
46W	FIRE STATION 111	2740	DERRY RD W	WEDNESDAY	3
57	FIRE STATION 122	3600	THOMAS ST	WEDNESDAY	2
31	FIRE STATION 112	4090	CREDITVIEW RD	TUESDAY	4
32	FIRE STATION 115	4595	GLEN ERIN DR	TUESDAY	4
34E	MI-WAY STATION	5001	COMMERCE BLVD	WEDNESDAY	7
44W	FIRE STATION 121	6745	MAVIS RD	WEDNESDAY	3
48E	FIRE STATION 105 / PARAMEDIC	7101	GOREWAY DR	WEDNESDAY	5
31	LESLIE LOG HOUSE	4415	MISSISSAUGA RD	MONDAY & THURSDAY	2
27	MI-WAY STATION	4450 / 4452	TOMKEN RD	TUESDAY	3
26	MI-WAY STATION	4651 & 4653	TAHOE BLVD.	WEDNESDAY	2
34W	MI-WAY STATION	5005 / 5007	SPECTRUM WAY	WEDNESDAY	2
34W	MI-WAY STATION	5015 / 5017	ORBITOR DR	WEDNESDAY	2

# Table 4: Cart-Based Recycling Service Locations

ZONE	BUILDING TYPE	#	ADDRESS	COLLECTION DAY	# CARTS
8	PORT CREDIT LIBRARY	20	LAKESHORE RD E	MONDAY	4
8	FIRE STATION 104	62	PORT ST W	MONDAY	SHARE WITH 161 LAKESHORE RD W
8	CLARKE MEMORIAL HALL	161	LAKESHORE RD W	MONDAY	6
29	MI-WAY BUS STATION	200	RATHBURN RD W	TUESDAY	8
29	MISSISSAUGA CITY HALL	300	CITY CENTRE DR	TUESDAY	18
29	CENTRAL LIBRARY	301	BURNHAMTHORPE RD W	TUESDAY	11
36W	FRANK MCKECHNICE RECREATION CENTRE	310	BRISTOL RD E	TUESDAY	7
38W	STREETSVILLE MEMROIAL PARK / ARENA	335	CHURCH ST	THURSDAY	4
6	FIRE STATION 102	710	THIRD ST	MONDAY	5
44W	COURTNEYPARK LIBRARY / SCHOOL	730	COURTNEYPARK DR W	TUESDAY	21
23	ANIMAL SERVICES	735	CENTRAL PKWY	TUESDAY	7
26	MI-WAY BUS STATION	775	EASTGATE PKWY	WEDNESDAY	1
16	HURON PARK RECREATION CENTRE	830	PAISLEY BLVD W	MONDAY	9
23	MISSISSAUGA TRANSIT OFFICE	975	CENTRAL PKWY W	TUESDAY	16
38E	FIRE STATION 118	1045	BRISTOL RD W	TUESDAY	3
35W	FIRE STATION 117	1090	NUVIK CT	TUESDAY	2
6	LAKEVIEW LIBRARY	1110	ATWATER AVE	MONDAY	3
20	FIRE STATION 106 / PARAMEDIC	1355	WINDING TR	TUESDAY	3
10	LORNE PARK LIBRARY	1474	TRUSCOTT DR	MONDAY	3
10	CLARKSON GALLERY	1503	CLARKSON RD N	MONDAY	3
10	TENNIS COURTS	1608	BIRCHWOOD DR	MONDAY	2
3	BRADLEY MUSEUM	1620	ORR RD	MONDAY	2
42E	FIRE STATION 109	1735	BRITANNIA RD E	TUESDAY	4
26	MI-WAY BUS STATION	1915	EGLINGTON AVE. E	MONDAY	1
24	FIRE STATION 107	1965	DUNDAS ST W	MONDAY	3
3	FIRE STATION 103	2035	LUSHES AVE	MONDAY	3
25	SOUTH COMMON COMMUNITY CENTRE	2233	SOUTH MILLWAY	TUESDAY	7
46E	FIRE STATION 108	2267	BRITANNIA RD W	THURSDAY	1
11	CLARKSON COMMUNITY CENTRE	2475	TRUSCOTT DR	MONDAY	5
4	HOLCIM WATERFRONT ESTATES	2700	LAKESHORE RD W	MONDAY	2
46W	FIRE STATION 111	2740	DERRY RD W	THURSDAY	2
39W	ERIN MEADOWS COMMUNITY CENTRE	2800	ERIN CENTRE BLVD	TUESDAY	20
22	TRANSPORTATION AND WORKS	3185	MAVIS RD	TUESDAY	5
23	MIWAY ADMINISTRATION OFFICE	3484	SEMENYK CT	TUESDAY	6
57	FIRE STATION 122	3600	THOMAS ST	TUESDAY	3
57	CHURCHILL MEADOWS LIBRARY	3801	THOMAS ST	TUESDAY	21
31	FIRE STATION 112	4090	CREDITVIEW RD	THURSDAY	2
28	MI-WAY BUS STATION	4325		TUESDAY	2
31		4415	MISSISSAUGA RD	TUESDAY	2
26	MI-WAY BUS STATION	4442	DIXIE RD	MONDAY	1
32	FIRE STATION 115	4595	GLEN ERIN DR	TUESDAY	4
34E	MIWAY STATION	5001		TUESDAY	5
37E	FIRE STATION 114	5845	FALBOURNE ST	TUESDAY	3
46W		6315	MONTEVIDEO RD	THURSDAY	2
40W	FIRE STATION 119 / PARAMEDIC	6375		WEDNESDAY	6
44W	FIRE STATION 121	6745	MAVIS RD	TUESDAY	3
40W		6780	PROFESSIONAL CT	TUESDAY	7
48E	FIRE STATION 105 / PARAMEDIC	7101	GOREWAY DR	WEDNESDAY	4 SHARE WITH 975
23	MISSISSAUGA TRANSIT YARD	3555 / 3565	ERINDALE STATION RD	TUESDAY	CENTRAL PKWY W
27	MI-WAY BUS STATION	4450 / 4452	TOMKEN RD	TUESDAY	1
26	MI-WAY BUS STATION	4651 & 4653	TAHOE BLVD.	MONDAY	2
34W	MI-WAY BUS STATION	5005 / 5007	SPECTRUM WAY	TUESDAY	2
34W	MI-WAY BUS STATION	5015 / 5017	ORBITOR DR	TUESDAY	2

Table 5: Cart-Based Source Separated Organics Service Locations

ZONE	BUILDING TYPE	#	ADDRESS	COLLECTION DAY	# CARTS
22	FIRE STATION 101	15	FAIRVIEW RD W	WEDNESDAY	3
8	FIRE STATION 104	62	PORT ST W	MONDAY	1
6	FIRE STATION 102	710	THIRD ST	MONDAY	1
38E	FIRE STATION 118	1045	BRISTOL RD W	THURSDAY	1
35W	FIRE STATION 117	1090	NUVIK CT	WEDNESDAY	1
19	FIRE STATION 106 / PARAMEDIC	1355	WINDING TR	MONDAY	2
42E	FIRE STATION 109	1735	BRITANNIA RD E	MONDAY	1
24	FIRE STATION 107	1965	DUNDAS ST W	MONDAY	2
3	FIRE STATION 103	2035	LUSHES AVE	MONDAY	2
46E	FIRE STATION 108	2267	BRITANNIA RD W	TUESDAY	1
15	FIRE STATION 110	2316	HURONTARIO ST	THURSDAY	4
46W	FIRE STATION 111	2740	DERRY RD W	TUESDAY	2
57	FIRE STATION 122	3600	THOMAS ST	MONDAY	1
31	FIRE STATION 112	4090	CREDITVIEW RD	THURSDAY	1
32	FIRE STATION 115	4595	GLEN ERIN DR	MONDAY	3
37E	FIRE STATION 114	5845	FALBOURNE ST	WEDNESDAY	1
40W	FIRE STATION 119 / PARAMEDIC	6375	AIRPORT RD	MONDAY	1
44W	FIRE STATION 121	6745	MAVIS RD	THURSDAY	1
42W	FIRE STATION 116 / PARAMEDIC	6825	TOMKEN RD	WEDNESDAY	1
48E	FIRE STATION 105 / PARAMEDIC	7101	GOREWAY DR	MONDAY	2
55	GARY W MODERN TRAINING CENTRE	7535	NINTH LINE	TUESDAY	1

#### **Appendix 7: 3Rs Policy for Special Events**

#### Purpose

The Region of Peel is often requested to provide recycling Services at Special Events. The purpose of this policy is to specify the Services that the Region of Peel is able to provide to these events to ensure a consistent and equitable level of Service and to outline the eligibility criteria which must be met to receive the Service.

Upon submission of the Special Event Recycling Application Form by Special Event Coordinators and approval by the Region of Peel, the Region can provide recycling and organics containers and signage to promote proper sorting techniques for waste generated during the event. The management of containers (recycling, organics and garbage) throughout the event including emptying and moving waste material to appropriate storage areas remains the responsibility of the event's organizing committee, coordinator or appointed event staff.

#### Definitions

#### Community Special Event/Special Event:

A one-time or infrequent event outside normal programs or activities of the sponsoring or organizing body. These events are ones that are held at a public location, within the boundaries of the Region of Peel, which are open to the public, and are focused on the community. Some of these Special Events may include Fall Fairs, Water or Multi-Cultural Festivals, and races.

#### Declared Holiday:

Holidays other than statutory holidays which are officially recognized and communicated by the Region of Peel.

#### Eco-Station:

An area dedicated to sorting and managing garbage, recycling and/or organic waste that is generated by visitors or attendees during a Special Event. Eco-Stations are areas where garbage, recycling and organics bins are grouped together (with appropriate highly visible signage) throughout the Special Event site. Eco-Stations reduce collection bin contamination and litter at an event by increasing access to waste collection containers and convenience for visitors.

#### Eco-Team:

A team of voluntary or paid event staff supplied by Special Event Coordinators who stand at Eco-Stations and verbally assist event visitors properly sort their waste into the proper containers with the goal of minimizing contamination and increasing waste diversion. Eco-Teams are a mandatory requirement when Green Bin service has been requested but are recommended for all Eco-Stations.

#### Equipment:

Materials which belong to the Region of Peel and are used by Special Event Coordinators to collect recyclables and/or organics generated at events. These materials include but are not limited to, collection containers (for Blue Box and Green Bin materials), front end collection bins, recycling boxes and carts, and Eco-Station signage.

## Liaison:

A person appointed by the Special Event Coordinator(s) to be the contact for interaction with the Region of Peel in regard to waste management activities at Special Events. The Liaison must be present during the delivery and pick up of all Equipment provided by the Region of Peel for recycling Services.

#### Service/Services:

Recycling Services (including Equipment and material collection) provided by the Region of Peel at Special Events. Recycling Service eligibility is determined by the Region of Peel and is limited to recyclable and organic materials which are accepted in the Region of Peel's Blue Box and Green Bin recycling programs.

## Special Event Coordinator:

A person, persons, group or organization that is hosting a Special Event within the Region of Peel.

## Special Event Recycling Application Form/Application Form:

The online Application Form for recycling Services requested from the Region of Peel. The Application Form must be completed and submitted six weeks in advance of the event for review and approval.

# Staff/Regional Staff:

The Director of Waste Management at the Region of Peel and/or his delegate.

## Waste Management Plan:

A summary of the anticipated waste material types to be generated at a Special Event (i.e. paper plates, cans, napkins, etc.) and the requested collection method. Special Event Coordinators should also indicate any additional environmental initiatives that have been taken into consideration for their events (i.e. the use of paper plates which are acceptable in the Green Bin program over non-recyclable serve ware, etc.).

# Service Eligibility

Special Events which are eligible for this Service are ones that:

- 1. Are one-time or infrequent events outside of normal programs or activities;
- 2. Are held at a public location such as a park, community centre, Business Improvement Area (BIA), or conservation area within the Region of Peel;
- 3. Are open to the general public. Private and corporate events do not meet the eligibility criteria for service provision;
- 4. Expect to have an attendance of 200 people or more;
- 5. Have a community focus;
- 6. Submit an online Special Event Recycling Application Form six weeks in advance of the event for review and processing by the Region of Peel.
- 7. Accept the Terms and Conditions of the "3Rs Policy for Special Events" for recycling Services;

- 8. Submit a Waste Management Plan and site plan upon request by the Region of Peel following the submission of the Application Form.
- 9. Staff reserves the right to reject any application for which there is an outstanding balance, materials collected were highly contaminated, or significant damage to the Equipment was a result at a previous event hosted by the Special Event Coordinator.

### **Terms and Conditions**

- 1. Special Event recycling through the Region of Peel will be made available to Special Events that meet the eligibility requirements. (The Special Event Recycling program is not for the use of private parties, events for the purpose of promoting a commercial enterprise or business, political party, and street or yard sales).
- 2. Special Event Coordinators must agree with the use of Eco-Station setups for Special Events. Eco-Stations have been proven to reduce litter at events and contaminated recyclable materials due to better access to garbage and recycling containers and increased convenience for visitors.
- 3. Special Event recycling containers (also referred to as the "Equipment") include, but are not limited to, portable folding recycling containers, organics carts, recycling carts, front end bins, and container/cart/bin signage. Please note, where Green Bin collection has been requested for an event, Eco-Teams that staff Eco-Stations are a requirement in order to be eligible to receive Green Bin collection service.
- 4. A Special Event Recycling Application Form is available on the Region of Peel's website. Event Coordinators must complete the Application Form and submit it to the Region a minimum of six weeks in advance of the event. A Waste Management Plan and site plan will be requested by the Region of Peel following the submission of the Application Form.
- 5. The Region of Peel will review all applications for Special Event recycling and determine at its sole discretion event eligibility for recycling Services. This review will be in accordance with the criteria listed in this policy and will take into consideration the information contained in the Waste Management Plan and site plan submitted for each event.
- 6. The online Special Event Recycling Application Form must be completed for each event and a new Application Form must be submitted each year to apply for Special Event recycling Services and Equipment from the Region of Peel. Annual Service is not guaranteed.
- 7. The Region of Peel will grant requests that meet the eligibility criteria in the order that they have been received and based on the availability of Equipment. Please note there is a limited supply of Equipment available. In the event that the Equipment inventory has been allocated to an event or events for a requested date, the request for Recycling Services may be declined.
- 8. Special Event Coordinators are responsible for all Regional Equipment used during their event. Special Event Coordinators will be invoiced for any damaged, lost, or stolen Equipment in accordance with the fee schedule included in this policy. If the Equipment returned is damaged, Special Event Coordinators may also be disqualified from future Service from the Region of Peel.

- 9. Special Event Coordinators are responsible for the type and quantity of waste generated at the event. Special Event Coordinators will ensure that a sufficient number of event staff or volunteers are assigned to waste management activities for the duration of the Special Event so that waste is sorted properly and contamination in recycling containers is minimized.
- 10. The Special Event Coordinator must submit a Waste Management Plan and site plan when requested by the Region of Peel. The Waste Management Plan will demonstrate that the Equipment will be managed properly and will recognize diversion opportunities at the event (i.e. the use of paper plates which are acceptable in the Green Bin program over non-recyclable serve ware, etc.). Staff will contact Special Event Coordinators for this information following the submission of the Application Form.
- 11. Special Event Coordinators must designate one person as a Liaison between the event and the Region of Peel. The Liaison must be identified on the Special Event Recycling Application Form and be present during the delivery and pickup of all Equipment by the Region of Peel.
- 12. Special Event Coordinators or their appointed Liaison are required to train event staff and volunteers on what is recyclable in the Region of Peel's Blue Box and Green Bin programs. The Region of Peel can, upon request, host a training workshop for the Special Event Coordinator, Liaison, event staff and volunteers. The training workshop will be held at an agreed upon time and location, free of charge.
- 13. Special Event Coordinators must comply with all requirements contained in the Region of Peel's Waste Collection By-law 91-2007 (as amended) and, if applicable, the Region's Waste Collection Design Standards Manual.
- 14. Only materials accepted in the Region of Peel's Blue Box and Green Bin recycling programs are acceptable in the Special Event Recycling program. Included as Appendix A and B is a list of acceptable items for collection by the Region of Peel. Any materials which are not accepted in the Blue Box and/or Green Bin programs are to be placed in the garbage or diverted through other methods (i.e. scrap metal, scrap wood, etc.). If Special Event Coordinators, event staff or volunteers knowingly direct unacceptable materials to the special event recycling containers and/or special event organics containers at the event, they may be disqualified from receiving the Service on future occasions.
- 15. Special Event Coordinators may choose to divert additional materials not accepted as part of the Region of Peel's Blue Box or Green Bin programs. In these cases, the Special Event Coordinator is responsible to provide additional containers for the purpose of collecting these materials, to source and secure a processor and/or market for the material, hauling the material(s) to the processor and financing any and all aspects of its collection and processing. The Region of Peel will not be responsible for providing resources to assist in diverting materials not accepted in the Blue Box or Green Bin recycling programs.
- 16. The Region of Peel will deliver and remove the Equipment according to the location specified on the Special Event Recycling Application Form. The Region reserves the right to change delivery dates and removal times.
- 17. The Equipment provided by the Region of Peel for the duration of Special Events must be returned in the same condition as when they were delivered. They must not be damaged or contain waste residue that requires cleaning by the Region of Peel. If

the Equipment is returned in a damaged or dirty condition, the Special Event Coordinator may be denied the Service for future events.

- 18. Special Event Coordinators should encourage all vendors to use food or drink packaging that is accepted in the Blue Box and Green Bin programs. Please note, Poly-lactic acid (PLA), corn or potato starch based plates, food packaging, and cutlery are not accepted in the Region of Peel's Green Bin program. These products if used would need to be put in the garbage. If necessary, the Region of Peel can advise on acceptable and unacceptable packaging and serve ware for the Region's Blue Box or Green Bin recycling programs.
- 19. Special Event Coordinators shall fully indemnify and hold harmless the Regional Municipality of Peel, its officers, employees, volunteers, elected officials, chair, councillors, agents, contractors, and all other persons and entities for whose acts or omissions the Region may be responsible in law, their successors and assigns, from and against all claims, costs, expenses (including legal fees and disbursements), demands, losses, damages, actions, suits, or proceedings that arise out of the Services, howsoever caused.

#### **Collection of Waste Material**

1. The coordinating of the collection and processing of garbage, recycling, and organics materials generated at the Special Event will be managed with the following arrangements:

Collection Dates and Times	Blue Box Container & Green Bin Container Collection	Contaminated Blue Box or Green Bin Container Collection	Garbage Collection
Monday to Friday (excluding Statutory or	Region of Peel to provide collection/tip fee at no	Region of Peel to provide collection but material	Special Event Coordinators to
Declared Holidays) 8:30 a.m. to 4:30 p.m.	cost to Special Event Coordinators	will be sent for disposal, Events may be denied future Service provision.	arrange and pay for private collection/tip fee
All other times (including Statutory or Declared Holidays)	Special Event Coordinators to arrange and pay for private collection	Special Event Coordinators to arrange and pay for private collection	Special Event Coordinators to arrange and pay for private collection/tip fee

- 2. Materials rejected for recycling or composting by the Region of Peel due to high rates of contamination, will be sent for disposal, and the Special Event Coordinators may be denied this Service for future events.
- 3. Should any of the recyclable materials collected during an event be considered "Non-Complying Waste" under the Region of Peel's waste collection By-law 91-2007 (as amended), the Special Event Coordinator would need to arrange for private collection as the Region is not permitted to collect "Non-Complying Waste".
- 4. Upon request, the Region of Peel will provide a list of known private waste haulers.

# **Best Practice**

1. The Region of Peel requires that Special Event Coordinators use Eco-Stations for all Special Events. The Region of Peel in partnership with any applicable area municipal staff and Special Event Coordinators will determine the number of required Eco-Stations based on event needs, expected attendance, and site logistics.

2. The Region of Peel strongly encourages the use of Eco-Teams for each Eco-Station at all Special Events. The minimum requirement for Eco-Teams is one volunteer or event staff per Eco-Station. The use of Eco-Teams has been proven to reduce contamination of recyclable materials collected by verbally helping visitors properly sort their waste materials.

Where the collection of Green Bin materials has been requested for a Special Event, Eco-Teams to staff Eco-Stations are mandatory requirements for provision of Green Bin collection Service.

3. Stand-alone garbage, recycling, and organics bins are not recommended at Special Events.

# Recognition

- 1. The Special Event Coordinator/Organizing Committee agrees to recognize the Region of Peel as an in-kind sponsor of the Service, with all the rights and privileges associated with sponsorship, including, but not limited to:
  - Regional logo in promotional posters and program
  - Regional logo in on-site signage or slides recognizing sponsors
  - Regional advertisement in program
- 2. Where the Regional logo is displayed, the display must be approved by the Region of Peel's Communication Services Division and shall at all times be displayed in accordance with the Region's Visual Identity Policies.

#### **Damaged or Missing Equipment Fees**

When necessary, the cost associated with damaged, lost, or stolen Equipment will be invoiced to Special

Event Coordinators or their appointed Liaison in accordance with the fee structure listed below.

Equipment/Service	2012 Fee	
Damaged/lost/stolen Special Event recycling container (150 litres)	\$60.00 per container	
Damaged/lost/stolen Special Event organic cart (80 litres)	\$27.00 per cart	
Damaged/lost/stolen Eco-Station Signage	\$325.00 per sign	
Optional Equipment (in addition to standard	l equipment)	
Damaged/lost/stolen blue boxes (68 litres)	\$6.00 per box	
Damaged/lost/stolen recycling cart (359	\$85.00 per cart	
litres)		
Invoice Administrative Fee	\$35.00 per invoice	