

# Product Care Interim Lamps Program Municipal Services Agreement

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of June, 2015 (the “Effective Date”).

**BETWEEN:**

**PRODUCT CARE ASSOCIATION  
 (“PCA”)**

- and –

**THE CORPORATION OF THE COUNTY OF BRANT**

**(“MUNICIPALITY”)**

**collectively, the “Parties”**

**WHEREAS:**

- A. Product Care Association has agreed to financially support an Interim Program for Lamp collection and recycling in Ontario as described herein in response to a request to the lighting products industry by the Ministry of Environment and Climate Change (“MOECC”) following the early termination of the MOECC selected household hazardous waste funding program operated by Recycling Council of Ontario (“RCO”).
- B. The Municipality wishes to participate in the Interim Lamp Program in accordance with this Agreement.

**NOW THEREFORE** in consideration of the premises, the Parties hereto agree as follows:

## **1 Definitions and Interpretation**

- 1.1 Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act, 2002* (Ontario), *Municipal Act, 2001* (Ontario) or *City of Toronto Act, 2006*, as the case may be unless otherwise specified.
- 1.2 In this Agreement:
  - a. **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
  - b. **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
  - c. **“Claims Submission”** means submission to PCA of data required to make and validate a claim for payment;
  - d. **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Lamps onto transportation vehicles, including Supporting Documentation for Lamps prior to transportation away from the

Event or Depot;

- e. **“Current Price”** means the price for Post Collection Services for Lamps in effect as of May 31, 2015 or subsequently approved in writing by PCA;
- f. **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving L a m p s from the public and/or Exempt Small Quantity IC&I Generators and transferring the same to Service Providers for processing or recycling;
- g. **“Event”** means a one-day or other collection event, operated by or on behalf of the Municipality to collect, pack, transport, and weigh Lamps from the public and/or Exempt Small Quantity IC&I Generators;
- h. **“Exempt Small Quantity IC&I Generator” or “Exempt SQG”** means a business that is not required to submit a Generator Registration Report with respect to Lamps under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
- i. **“FOB”** means free on board;
- j. **“Generator”** means the final user who generates waste which will be reused, recycled or disposed who is a residential user or an Exempt SQG if serviced by the Municipality;
- k. **“Interim Lamps Program” or “Program”** means the program developed by PCA on behalf of the Lamps industry at the request of the Minister for the management of Lamps for a limited period of time and subject to limited funding, and other limitations as described herein, and any amendments thereto and replacements thereof;
- l. **“Lamps”** means the fluorescent light bulbs and tubes (i.e., low pressure mercury electric discharge source in which a fluorescing coating transforms ultra violet energy generated by the mercury discharge into visible light and includes only those tubes or bulbs that are designed to be removed by the user) for residential or Exempt SQG users of those products, limited to 5 kilograms per month per Generator, subject to change from time to time, which are considered to be unwanted by the Generator;
- m. **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- n. **“Member Associations”** means Association of Municipalities of Ontario, Regional Public Waste Commissioners of Ontario and Municipal Waste Association;
- o. **“Minister”** means the Minister of the Environment and Climate Change for the Province of Ontario;
- p. **“MOECC”** means the Ministry of the Environment and Climate Change for the Province of Ontario;
- q. **“Non-Program Products”** means any product or waste other than Lamps;
- r. **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “C” as amended by PCA from time to time;
- s. **“Post-Collection Services”** means the management of Lamps after delivery of such

Lamps to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Lamps from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

- t. **“Program Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider for the Lamps;
- u. **“Service Provider”** means the commercial party that provides Collection or Post-Collection Services to PCA or the Municipality as the case may be; and
- v. **“Supporting Documentation”** means invoices, manifest or bill of lading including quantities of Lamps by type and size.

## **2 Participation of Municipality**

- 2.1 The Municipality hereby agrees to participate in the Program. In consideration for benefits provided by the Program, the Municipality shall:
  - a. provide Collection Services at the Depots and Events listed in Schedule “A”.
  - b. provide PCA with the particulars of its contractual arrangements related to Lamps with its current Service Provider(s) for Post-Collection Services and shall provide PCA with at least 60 days’ notice before changing such contractual arrangements with the Service Provider during the period of participation in the Program;
  - c. comply with all laws and regulations and practices relating to the safe handling of Lamps;
  - d. notify PCA of any change in the Depot opening hours or dates of Events as soon as possible so that PCA can update the information on the PCA website used for the Program;
  - e. consent to the release by Recycling Council of Ontario (RCO) of lamps only information acquired by RCO from the Municipality for the MOECC selected household hazardous waste funding program; subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (“MFIPPA”), and
  - f. not charge Generators of Lamps for collection of Lamps at its Depots or Events.

## **3 Payment for Services**

- 3.1 In consideration for the participation by the Municipality in the Program, PCA shall:
  - a. pay the costs of the Post Collection Services provided during the term of this Agreement and,
  - b. pay to the Municipality an amount equal to 10% of the cost of the Post-Collection Services on account of all other costs incurred by the Municipality in providing the Program Services.
- 3.2 Subject to the terms of this Agreement, PCA shall pay the costs of the Post-Collection Services in one of two ways, as determined by the Municipality:
  - a. Where permitted by the Post-Collection Services agreement between the Municipality and the Service Provider, or otherwise, the Municipality shall direct its Service Provider to submit claims to PCA, and PCA shall pay the Service Provider directly for the Post Collection Services relating to that Municipality, or
  - b. If direct payment by PCA to the Service Provider is not permitted by the Post-Collection Services agreement or for other valid reason, then the Municipality shall submit claims to PCA and PCA shall reimburse the Municipality for the cost of the Post-Collection Services.
- 3.3 Sections 3.1 and 3.2 are subject to the maximum financial and time period commitment by PCA for the Program as described in section 4, and any other conditions of this Agreement

including the payment procedures set out in Schedule B.

- 3.4 As between the Parties, the Municipality retains full and complete authority, discretion and responsibility to carry on the activities described herein, and any other activities or functions ancillary thereto, as the Municipality sees fit, in its sole and absolute discretion. Nothing in this Agreement will be interpreted to create any rights or responsibilities as between PCA and the Municipality in respect of the performance of such activities.
- 3.5 Within 14 days of the Effective Date the Municipality shall provide to PCA a schedule of Current Prices. The Municipality or its Service Provider shall not submit a Claim Submission to PCA for Post-Collection Services, and PCA shall not pay for Post-Collection Services, at a price higher than the Current Price without the Municipality first obtaining prior written approval from PCA. The Municipality shall request in writing to PCA approval for a price change, providing the number of bids, the accepted bid prices, the lowest bid prices (keeping the name of the bidder confidential if required), and any changes to the Current Price. For greater certainty, payments made subject to this section shall not exceed the Current Price.

#### **4 Program Duration and Termination**

- 4.1 The term of this Agreement will begin on the Effective Date and, subject to earlier termination in accordance with section 18 of this Agreement, will end on the earlier of:
  - a. May 31, 2016; or
  - b. when the maximum amount of funding paid by PCA to or on behalf of all municipalities participating in the Program, including the costs paid by PCA relating to retail collection sites for Lamps, reaches \$1 million, as determined by PCA.
- 4.2 In the event that the term of this Agreement ends due to the maximum funding limit being reached as described in section 4.1, PCA reserves the right to determine the apportionment of payment for invoices received from or on behalf of municipalities participating in the Program, including any invoices already paid.

#### **5 Compliance with Laws**

- 5.1 In performing the Program Services hereunder, Municipality represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval/Environmental Compliance Approval and any other approvals required and that it will otherwise comply at all times and require its Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the MOECC and the Ontario Ministry of Labour.

#### **6 PCA Policies, Standards and Guidelines**

- 6.1 PCA may develop or propose amendments, from time to time, to policies, standards and guidelines relative to the provision of Program Services. PCA will endeavour to provide the Member Associations sufficient time to comment on the proposed amendments for the purposes of reaching consensus in support of implementing the proposed amendments, and for clarifying potential impacts to the Municipality.
- 6.2 Municipality will use best efforts to comply with and will require that any of its Service Providers supplying Program Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the Program Services. PCA will communicate any such new or amended policies, standards and guidelines to Municipality via the email in section 10 and will post copies of such new or amended policies, standards and guidelines on PCA's website as they are developed.

- 6.3 Municipality may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Municipality provides such written notice either Party may exercise the termination provisions herein.

## **7 Promotion and Education**

- 7.1 Proper education and promotion of the Program is essential to its success. Municipality will work cooperatively with PCA in undertaking such promotion and education activities with respect to the Program and collection of the Lamps.

## **8 Indemnity and Insurance**

- 8.1 Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective council members, directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its council members, directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the Indemnifying Party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 8.2 The Municipality will, during the term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.
- 8.3 The Comprehensive General Liability policy of insurance referred to in this section will include PCA as an additional insured.
- 8.4 Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the Effective Date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming PCA as an additional insured with the following language:
- "Product Care Association and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."
- If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to PCA upon the Effective Date of this Agreement, and annually upon each automatic renewal of this Agreement.
- 8.5 The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that PCA will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

## 9 Assignment

- 9.1 The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of PCA.
- 9.2 Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, PCA:
  - a. from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
  - b. to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
  - c. to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

## 10 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either PCA or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to PCA will be delivered to:

President  
Product Care Association  
105 West 3rd Avenue  
Vancouver BC V5Y1E6  
Facsimile: 604-592-2982  
Email: [ontario@productcare.org](mailto:ontario@productcare.org)

Notices to The Municipality will be delivered to:

Solid Waste/Wastewater Operations Manager  
THE CORPORATION OF THE COUNTY OF BRANT  
26 Park Avenue  
Burford, ON, N0E 1A0  
Facsimile: 519-449-3382  
Email: [publicworks@brant.ca](mailto:publicworks@brant.ca)

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5<sup>th</sup>) Business Day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either Party may, at any time, give written notice to the other of any change of address (postal and/or email) of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

## **11 No Partnership or Joint Venture**

11.1 This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the Parties. For all purposes Municipality will be an independent contractor.

## **12 Severability**

12.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the Parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

## **13 Amendment and Waivers**

13.1 No amendment or waiver of any provision of this Agreement will be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

## **14 Further Acts**

14.1 Each Party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

## **15 No Third Party Beneficiaries**

15.1 No person or entity which is not a Party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

## **16 Counterparts and Facsimile**

16.1 This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

## **17 Force Majeure**

17.1 In the event that either Party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such Party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The Party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other Party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a Party is reasonably certain that such an Event of Force Majeure is likely to

occur, it will notify and consult with the other Party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

## **18 Termination**

- 18.1 Except as otherwise specified herein, if, in the reasonable opinion of either Party, there has been a breach of this Agreement by the other Party (the “defaulting party”), the Municipality or PCA (the “party giving notice”) may give the defaulting party written notice to remedy the breach or default within thirty (30) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than thirty (30) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 18.2 The Municipality may terminate this Agreement at any time without cause by giving written notice to PCA, in which case the Municipality acknowledges that PCA will immediately cease to make payments to the Municipality or its Service Provider relating to Lamps, whether or not a claim has been submitted, and further that the Municipality cannot rejoin the Program.
- 18.3 PCA may terminate the Program without cause by giving 30 days written notice to the Municipality and to the Service Provider, in which case PCA is only responsible for invoices rendered by the Service Provider to the Municipality relating to Lamps collected by the Municipality at the collection sites before the termination date.
- 18.4 Notwithstanding the provisions of section 18.1, either Party may give the defaulting Party written notice to remedy the breach or default within five (5) days, failing which the Agreement may be terminated, if:
- a. either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
  - b. the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by PCA; or
  - c. either Party fails to keep the terms of this Agreement confidential in accordance with section 25; or
  - d. a receiver or trustee is appointed for any part of the assets of PCA.

## **19 Survival**

- 19.1 Articles 8, 18.2 and 25 of this Agreement will survive termination or expiry and continue in full force and effect.

## **20 Additional Conditions**

- 20.1 The Parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

## **21 Entire Agreement**

- 21.1 This Agreement constitutes the entire agreement between the Parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.



## **22 Headings for Convenience Only**

22.1 The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

## **23 Governing Law**

23.1 This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the Parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

## **24 Legislation References**

24.1 Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

## **25 Confidentiality**

25.1 Subject to any legal requirements, including those included in the *Municipal Act, 2001* or *City of Toronto Act, 2006* as applicable, and the *Municipal Freedom of Information and Protection of Privacy Act*, Municipality will at all times treat this Agreement as private and confidential information. Notwithstanding the foregoing, Municipality may provide this Agreement to the Member Associations solely for the purpose of discussion with PCA as set out in section 6.1 of this Agreement and to its Service Provider.

To the extent permitted under MFIPPA, Municipality will inform PCA of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by PCA to Municipality so that PCA will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

25.2 Subject to any legal requirements for disclosure, PCA will at all times treat information provided by or on behalf of the Municipality under this Agreement, including but not limited to information provided to PCA under section 2.0, including specifically unit pricing or other cost information from contractual arrangements related to Lamps between the Municipality and its current Service Provider(s) for Post-Collection Services but excluding the information contained in Schedule A, as private and confidential information. PCA shall not disclose private and confidential information without the prior written consent of the Municipality, which shall not be unreasonably withheld.

## **26 Rights and Remedies**

26.1 The rights, remedies and privileges in this Agreement given to the Parties:

- a. are cumulative and any one or more may be exercised;
- b. are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
- c. are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

**27 Schedules**

27.1 Schedules "A" through "C" are attached hereto and incorporated in and form part of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the Effective Date.

**PRODUCT CARE ASSOCIATION**

**THE CORPORATION OF THE COUNTY  
OF BRANT**

By: \_\_\_\_\_  
Mark Kurschner, President

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**SCHEDULE "A" –SERVICES – DEPOTS AND EVENTS**

Municipality will collect Lamps from its residents according at the following Depots and Events:

**Depots**

| Depot Name  | Address                     | Days & Hours of Operation                                      | Operating Season | Notes  |
|---|-----------------------------|--|------------------|--|
| Biggars Lane Landfill and Recycling Center        | 128 Biggars Lane, Brant ON  | Monday to Friday 08:00 17:00<br>Saturday 09:00 to 16:00        | All year         | Closed Statutory Holidays and August Civic Holiday |
| Paris Waste Transfer Station and Recycling Center | 40 Railway Street, Paris ON | Monday and Wednesday 10:00 – 15:00 and Saturday 09:00 to 16:00 | All year         | Closed Statutory Holidays and August Civic Holiday |
|   |                             |  |                  |  |
|   |                             |  |                  |  |
|   |                             |  |                  |  |
|   |                             |  |                  |  |
|   |                             |  |                  |  |

**Events:**

Schedule events for the period June 1, 2015 to May 31, 2016 are [insert location and dates for known events]:

- 1) County of Brant 2015 MHSW Collection event – Saturday September 26, 2015 09:00 to 16:00 at 1249 A Colborne Street West, Mount Vernon.

Municipality will use commercially reasonable efforts to notify PCA in in advance of any additional events not listed herein.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

## **SCHEDULE "B" CLAIMS AND PAYMENT PROCEDURES**

### **Payment Process**

- 1 Because of the limited time period of the Program, and the limited funding, PCA shall administer the funding on a calendar monthly basis with specific deadlines for claims to be submitted in order to be paid out of available funds in relation to the month in which the Program Services were provided.
- 2 To receive payment for Post-Collection Services the Municipality, or its Service Provider (the "Claimant") must send PCA a Claims Submission and a copy of Supporting Documentation from Post-Collection Services with respect to the Lamps. The Claims Submission is to be submitted to PCA within thirty (30) days of the end of each calendar month.
- 3 PCA will validate the Claims Submission with the Supporting Documentation received within ten (10) Business Days of receipt and PCA will pay the Claimant pursuant to this Agreement within thirty (30) days of the date on which PCA determines the claim to be correct and accurate. If any errors or omissions are found, PCA will issue a payment adjustment and PCA may require a corrected Claims Submission from the Claimant.
- 4 Claimant will provide any additional Supporting Documentation reasonably requested by PCA to verify the accuracy of the Claims Submissions from time to time.
- 5 Claims will be accepted on a calendar monthly basis as follows:
  - (a) Costs of Post Collection Services which occurred in a calendar month ("Service Month") must be claimed with Supporting Documentation, before the end of the following calendar month ("Claim Month").
  - (b) PCA shall review the claim and if satisfactory, make payment to the Claimant in the calendar month following the Claim Month (the "Payment Month"). Otherwise PCA shall inform the Claimant of any deficiencies (as described below), and the onus shall be on the Claimant to correct the deficiencies in order for the claim to be considered and paid.
- 6 Upon request from PCA staff a Claimant must provide a copy of all shipping documents associated with the shipment subject that is subject to verification.
- 7 "Deficiencies" means any of the following: (i) the inclusion in a claim of costs that are not eligible Costs, as determined by PCA; (ii) missing, incomplete, inaccurate or otherwise inadequate Supporting Documentation in respect of a reimbursement claim; (iii) any calculation errors in a reimbursement claim or in Supporting Documentation; (iv) a failure to submit a reimbursement claim or Supporting Documentation in accordance with the requirements of this Agreement; or (v) any other failure of a reimbursement claim or Supporting Documentation to comply with the requirements of this Agreement.

## **SCHEDULE “C” – PCA LAMPS COLLECTION SITE STANDARDS**

The following are PCA’s Lamps Collection Site Standards applicable to this Agreement as of the Effective Date of this Agreement. PCA will provide advance notice of proposed revisions to these standards to the Municipality in accordance with this Agreement. Revisions to these standards will be posted on [//www.regeneration.ca/service-partner-support/ontario/](http://www.regeneration.ca/service-partner-support/ontario/)



### **Lamps Collection Site Standards**

**Effective: June 1, 2015**

To the extent that there is any conflict between these Product Care Association Lamps Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the Product Care Association standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the PCA standards as well as with applicable laws and regulations

#### **Background:**

PCA operates the Interim Lamps Program to ensure certain hazardous and special wastes are collected and recycled or otherwise safely disposed of in an environmentally appropriate way.

The Program, rules and material definition can all be viewed on the PCA website at [www.regeneration.ca/service-partner-support/ontario/](http://www.regeneration.ca/service-partner-support/ontario/)

#### **Purpose:**

The Program Collection Site Standards define the minimum operating requirements to qualify as a Product Care Association collection site for Lamps. All locations wishing to act as a collection site on behalf of PCA must be approved by PCA.

The Program Collection Site Standards do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection site’s responsibility to be aware of, and abide by, all such legislation and regulations.

PCA reserves the right to review and revise these standards on an ongoing basis. The most current version will be posted on the PCA website. PCA will, as a courtesy, provide notification of changes to active collection sites for which it has current email addresses; however, it is the collection site’s responsibility to regularly check the PCA website for revisions.

#### **Who this applies to:**

For the purposes of these standards, a *Collection Site Operator* means the operator of a location at which Lamps are received from the public and/or a small quantity or IC&I generator, or via the site’s internal operations from which a transporter will pick up Lamps and transport it to an approved Lamps processor. These standards apply to the following two types of collection sites:

1. **Type 1 sites:** Sites that receive a wide range of hazardous waste, and
2. **Type 2 sites:** Sites that collect only: Lamps;

### **Enforcement of these Standards:**

Collection site operators shall:

- Provide PCA with all reasonable information relating to these standards or any matter that relates to the Program or procedures of PCA;
- Acknowledge that PCA has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, PCA may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of PCA are bound by strict confidentiality agreements.

|                                |
|--------------------------------|
| <b>1. General Requirements</b> |
|--------------------------------|

### **All Lamps collection site operators shall:**

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

#### Type 1 collection sites shall be:

- In possession of and in compliance with all terms in their MOECC Environmental Compliance Approval (ECA);
- Registered with the MOECC's Hazardous Waste Information Network (HWIN);
- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 

#### Type 2 collection sites shall be:

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* ;
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
  - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
  - Occupational health and safety regulations;
  - Hazardous waste management regulations (storage, handling).
- 1.5 Implement and maintain an emergency response plan to prepare for and respond to

emergency situations including fires, spills and medical events.

- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to PCA of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the Program.

## **2. Occupational Health and Safety**

All collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
  - *Employment Standards Act, 2000*;
  - *Occupational Health and Safety Act, 1990*;
  - *Workplace Safety and Insurance Act, 1997*;
  - *Canada Labour Code*.
- 2.2 Possess workers' compensation coverage through either a provincial (WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
  - Providing regular documented health and safety training;
  - Providing and enforcing the correct use of personal protection equipment; and
  - Safeguarding hazardous mechanical processes.

## **3. Staff Training**

All collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack Lamps in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).
- 3.3 Train staff to differentiate between Lamps that is eligible for collection services under the Program and those that are not (refer to Appendix A).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.

## **4. Waste Packing Protocols**

All collection site operators shall:

- 4.1 Pack waste according to the MOECC's waste classes and PCA Waste Packing Standards as

outlined in Appendix A.

#### 4.2 Ensure that Lamps are handled and stored as follows:

##### For Type 1 collection sites:

In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.

##### For Type 2 collection sites:

#### **Handling and Sorting Lamps into Boxes**

Lamps should be taken from the customer and placed in the collection containers (boxes) provided. Collection site staff must sort received lamps into the collection boxes provided by your transporter in the following manner (4 categories):

- **All regular sized bulbs** (CFL's, incandescent, halogen, LED, UHP.) and tubes with unusual shapes (U shape, curved, circular shape etc.) can be mixed in the "bulb boxes" (24"x20"x24").
- **HID bulbs** should be separated from all other bulb types and placed separately in their own "bulb box" (24"x20"x24"). These bulbs can be much bigger and heavier than a regular sized bulb. Staff should clearly mark these boxes on the outside as "HID" using a dark pen or a marker to ensure they are counted separately from the other bulb boxes on the Bill of Lading.
- **4 foot fluorescent tubes** and shorter straight fluorescent tubes should be placed in the Gaylord boxes (48"x40"x48").
- **8 foot fluorescent tubes** (and those under 8 feet but longer than 4 feet) should be placed in the 8ft cardboard boxes (96"x10"x10") provided. If you receive 8 foot tubes in an original box that is in good shape (not broken or with holes) you can ship that box instead of repackaging the tubes into Product Care provided boxes.

#### **Ensuring safe handling of all lamp types and minimization of risk:**

- The containers and packages must remain structurally sound and lack evidence of leakage, spillage or damage.
- Containers should be set up on pallets so they don't tip over easily.
- Containers should be stored in such a way that they won't easily tip over or get damaged.
- Do **NOT** stack boxes of lamps more than 3 high because the lamps on the bottom could be crushed by the weight of the pile.
- The lamps should be handled by their bases, not the glass portion and should be set down gently in the boxes or collection containers.
- Lamps should be carefully placed into boxes and not dropped or thrown in to prevent breakage.
- Lamps should be placed inside the plastic liners provided for each box type. When the boxes are full the liners ends should be tied or taped together to create a seal with all lamps inside the liner.



- Ensure boxes are filled to capacity (to prevent breakage during transport and to qualify for payment) but do not overfill boxes
- Seal boxes with packing tape in preparation for ship-out. Ensure all seams are taped. Refer to the Taping Method instructions below.
- Any lamp that is broken must be cleaned up immediately using the spill procedure under the Clean-up Procedures.
- ALL Boxes should be packed in such away as to avoid the movement (and possible breakage) of bulbs during transport.
- Do **NOT** tape bulbs or tubes together or use rubber bands.
- Do **NOT** over fill the lamps collection containers as they will be difficult to close during shipping preparations.
- Do **NOT** stack material on top of the collection containers.
- Do **NOT** throw in ballasts, light strings, batteries, phones, glass jars, ceramic dishes, aerosol cans, and other non-compliant materials. The recyclers do not have the capacity to handle these materials. They will be returned to you at your cost.

4.3 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator’s Environmental Compliance Approval Storage Requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled, it may be partially filled.

4.4 Contamination allowances

- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums for a given waste class. Contamination levels in transport containers (mis-packed Lamps, Non-program Products as identified in Appendix A) will be monitored by PCA or by its authorized agent through random sampling. Lamps collection site operators will be required to take corrective action if contamination allowances are exceeded. PCA reserves the right to apply a financial penalty to collection site operators who exceed the contamination allowance or revoke the collection site’s approval status if corrective action is not taken as requested by PCA.

## Appendix A –Lamps Packing Standards

*Please note: This table references all Lamps as approved in the PCA Ontario Interim Lamp Program)*

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| <b>Acceptable Lights</b>   |
| The Interim Ontario Light Program accepts residential use mercury containing light bulbs and tubes. Small quantities of mercury-containing light bulbs and tubes will be also accepted from small quantity Industrial, Commercial and Institutional sector provided they do not exceed five kilograms (approximately 20 tubes) per generator, per month. |
| <b>Non Acceptable Lights</b>   |
| Light quantities in excess of five kilograms (approximately 20 tubes) per generator, per month   |
| All light bulbs that are not CFLs or fluorescent tubes such as incandescent, halogen, or LED.  |
| Not accepted are compact fluorescent lights (CFLs) and fluorescent tubes that have been intentionally crushed or broken. For example, CFL or fluorescent tubes that have been processed by a bulb eater or drum top crusher.   |

INITIALLED BY MUNICIPALITY: \_\_\_\_\_