

**AUGUSTA TOWNSHIP
AGENDA
C.O.W./REGULAR MEETING
March 25, 2024 at 6:00 P.M.**

REGULAR COUNCIL – EXECUTIVE SESSION

A. Call to Order

B. Land Acknowledgement Statement

Augusta Township acknowledges that we live and work on ancestral territories of indigenous people. The Township recognizes all indigenous peoples and honors their past, present, and future. The Township values and respects their cultural heritages and relationship to the land.

C. Mayor's Opening Remark

D. Approval of Agenda

E. Approval of Minutes of Previous Meetings

F. Disclosure of Pecuniary Interest and General Nature Thereof

G. Business Arising from the Minutes

H. Delegations and Presentations

I. Correspondence and Petitions

Merrickville-Wolford food Drive Challenge Resolution
Goderich – Support Resolution for Combined ROMA & OGRA Conference

J. REPORTS

COMMITTEES REPORTS

UCLG Council	Mayor Shaver
SNCA/RVCA	Deputy Mayor Wynands
Recreation	Councillors
Library Board	Councillor Bowman
EDTAC	Councillor Henry
PAC	Deputy Mayor Wynands
Administration	CAO Geraghty

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STAFF REPORTS

Administration and Finance

- Report 2024 – 034 – Park and Recreation Facilities Activity Report
- Report 2024 – 035 – Blue Box Transition Period Decision
Reconsideration

Operations

Planning and Building Services

- Report 2024 – 032 – Severance – B13-24 & B14-24, Reaney
- Report 2024 – 033 – Severance – B24-24, Kirkland

Protective Services

K. Notice of Motions

L. By-Laws

- 3698-2024 – PCA Agreement

M. Announcements

N. Questions on Agenda Items for the Press

O. Questions on Agenda Items for the Public

P. Closed Session as per Section 239 of the Municipal Act 2001

Q. RISE FROM COMMITTEE OF THE WHOLE IN CAMERA

R. Reporting Out from Closed Session

S. By-Law to confirm Proceedings of Council

T. Adjournment

**AUGUSTA TOWNSHIP
MINUTES
C.O.W./REGULAR MEETING
March 11, 2024 at 6:00 P.M.
at the Municipal Office, 3560 County Road 26.**

PRESENT

Mayor Shaver
Deputy Mayor Wynands
Councillor Bowman
Councillor Henry
Councillor Pape

PRESS

STAFF PRESENT

Shannon Geraghty, Annette Simonian, Jon Stadig, Chief Rob Bowman, Karen Morrell, Vikki Werner-Mackeler, Kathleen Cole

REGRETS

PUBLIC MEETING

Mayor Shaver called the public meeting to order at 6:00 p.m. and outlined the process of the public meeting.

Changes to the building permit fee schedule.

The Chief Building Official stated how notice was given to the public before reviewing the proposed changes to the fee schedule.

No members of the public spoke on the proposed fee schedule changes.
Mayor Shaver adjourned the public meeting at 6:06 p.m.

CALL TO ORDER

Mayor Shaver called the meeting to order at 6:06 p.m.

MAYOR'S OPENING REMARKS

APPROVAL OF AGENDA

Moved by Deputy Mayor Wynands, seconded by Councillor Pape
BE IT RESOLVED THAT the agenda for March 11, 2024 be adopted as amended to include a resolution regarding supporting industrial park growth.
Carried

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APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT Council approve the minutes of the February 21, 2024 and February 26, 2024 Council meetings as distributed to all members.

Carried

DISCLOSURE OF INTEREST

BUSINESS ARISING FROM THE MINUTES

DELEGATIONS & PRESENTATIONS

CORRESPONDENCE & PETITIONS

COMMITTEE REPORTS

UCLG:	Mayor Shaver provided an update
SNCA/RVCA:	Deputy Mayor Wynands provided an update
Recreation:	Councillors provided an update
Library Board:	
EDTAC:	Councillor Henry provided an update
PAC:	Deputy Mayor Wynands provided an update
Administration:	

ADMINISTRATION AND FINANCE

Report 2024-028

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT Council receive report 2024-028 for information; and

THAT Council adopt the Fees and Charges By-Law.

Carried

Moved by Deputy Mayor Wynands, seconded by Councillor Bowman

BE IT RESOLVED THAT Council recognizes that the Maitland Industrial Park has a well-established 1,500 acres industrial chemical cluster that consists of world-wide recognized chemical companies like Invista Canada and Evonik Industries; and

THAT Council acknowledges the Maitland Industrial Park as an opportunity for economic prosperity, job creation, and community development which is essential to the vitality and growth of the Township and Eastern Ontario; and

THAT Council supports waiving building permit fees, development charges, and providing an incremental tax program up to 5 years on properties for industrial uses; and

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THAT these approvals be governed by Council based on related factors including labour force, financial impact, housing requirements, and community impact.

Carried

OPERATIONS

Report 2024-029

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT Council authorizes the Chief Administrative Officer to enter into a purchase agreement with Equipment Sales and Service for a cost of \$271,175.00 plus HST for a new front-end loader.

Carried

Report 2024-030

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT Council authorizes the Clerk to enter into an agreement with Roadlist Asphalt & Sealing Maintenance Inc. for 2024.

Carried

Report 2024-031

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT Council authorizes the Clerk to enter into an agreement with Provincial Road Markings Inc. for the supply and application of line painting for the Township.

Carried

PLANNING AND BUILDING SERVICES

Report 2024-027

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT Council receive the Building Department Activity Report for February 2024 for information.

Carried

PROTECTIVE SERVICES

NOTICE OF MOTIONS

BY-LAWS

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT By-Law Numbered 3696-2024 being a By-Law to establish fees and charges to be collected by various municipal departments be read a first time, a second time, a third time, and be enacted as read.

Carried

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ANNOUNCEMENTS

- The Ottawa Valley Farm Show is tomorrow, March 12 and runs for 3 days.
- Chief Bowman thanked Council and staff for attending when the Firefighter's Association presented Augusta Fire Rescue with a cheque for the purchase of Jaws of Life.
- Firefighters will be at O'Reilly's and Giant Tiger in Prescott collecting food for the food drive on March 16, 2024.
- Tonight is South Grenville Emergency Services night at the ACCC. Our firefighters are participating.
- Mayor's Breakfast is on March 22, 2024. Registration closes this Thursday, March 14.

QUESTION PERIOD FOR THE PUBLIC

QUESTION PERIOD FOR THE PRESS

CLOSED SESSION AS PER SECTION 239 OF THE MUNICIPAL ACT 2001

Moved by Councillor Bowman, seconded by Councillor Henry
BE IT RESOLVED THAT this Council move to a closed meeting at 6:35 pm., as per the Municipal Act c25, S.O. 2001 section 239 (2) to discuss:

- Proposed or Pending Disposition of Land by the Municipality
 - Industrial Land Disposition
- Personal Matters about Identifiable Individuals
 - Volunteer Recreation Committee Management Processes

Carried

RISE FROM COMMITTEE OF THE WHOLE IN CAMERA

Moved by Councillor Henry, seconded by Councillor Bowman
BE IT RESOLVED THAT the closed session adjourned at 7:56 pm and that Council resumed the open meeting to report out.
Carried

REPORTING OUT OF CLOSED SESSION

Moved by Councillor Bowman, seconded by Councillor Henry
BE IT RESOLVED THAT Council met in closed session to discuss a proposed or pending disposition of land by the municipality.
Council

- Took no action beyond receiving the information from staff

Carried

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Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT Council met in closed session to discuss personal matters about identifiable individuals.

Council

- Provided Instruction to Staff

Carried

BY-LAW TO CONFIRM PROCEEDINGS OF COUNCIL

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT By-Law No. 3697-2024 confirm the proceedings of Council of the Township of Augusta at its meeting held on March 11, 2024 be read a first time, a second time, a third time, and be enacted as read.

Carried

ADJOURNMENT

Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT this Council do now adjourn at 7:02 pm until March 25, 2024 at 6:00 p.m. or until the call of the Mayor subject to need.

Carried.

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Village of Merrickville Wolford

317 Brock Street W PO Box 340
Merrickville, ON K0G 1N0
T: 613-269-4791
W: Merrickville-wolford.ca

March 12, 2024

To: All Municipal Councils of the United Counties of Leeds and Grenville

Re: County-Wide Food Drive

Are you up for a challenge?? Our UCLG community needs our assistance, and the Council of the Village of Merrickville-Wolford has posed a friendly challenge to all municipal Councils of the United Counties of Leeds and Grenville!

At its regular meeting on March 11th, 2024, Council passed the following motion supporting the County-wide food drive that is being spearheaded by the Chief Fire Officers Association of Leeds and Grenville.

Resolution #: R-10-11-03-24

Moved by: Councillor Maitland

Seconded by: Councillor Gural

THAT the Council of the Corporation of the Village of Merrickville-Wolford receive for information the report concerning the request for a County wide food drive that is being spearheaded by the Chief Fire Officers Association of Leeds and Grenville;
AND FURTHER THAT Council approves a \$500 donation on behalf of the Village towards the food drive;
AND FURTHER THAT the challenge be extended to all other Councils of Leeds and Grenville to match their donation towards this worthwhile cause.
Carried.

Please consider matching the donation made by the Village of Merrickville-Wolford for this positive initiative.

This is a step towards achieving the motto of the food drive: "Taking united steps together to fight against hunger in Leeds & Grenville".

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The Town of Goderich
57 West Street
Goderich, Ontario
N7A 2K5
519-524-8344
townhall@goderich.ca
www.goderich.ca



Friday, March 8, 2024

Rural Ontario Municipal Association
ATTN: Board of Directors

SENT VIA EMAIL: roma@roma.on.ca

Ontario Good Roads Association
ATTN: Board of Directors

SENT VIA EMAIL: info@goodroads.ca

RE: Return to Combined ROMA and OGRA Conferences

Dear ROMA & OGRA Board of Directors,

Please be advised of the following motion passed at the Monday, February 26, 2024, Goderich Town Council Meeting:

Moved By: Councillor Kelly

Seconded By: Councillor Petrie

WHEREAS as a past attendee of combined conferences, it makes great sense for the OGRA & ROMA conferences to be returned to a combined conference effort, not only financially for the municipality but also for availability for participation of members of Council and staff; and

WHEREAS these conferences afford a vital opportunity for delegations with members of our provincial parliament, returning to a combined conference provides a better respect to their availability and participation; and

WHEREAS during the 2019 OGRA conference AGM a resolution was passed regarding the re-establishment of an annual combined conference for both OGRA & ROMA; and

WHEREAS it is understandable that little movement has happened since the resolution at the 2019 OGRA conference AGM was passed, due to delays of the COVID-19 pandemic; and

WHEREAS not all persons who wish to attend can do so in person, that a hybrid participation option be considered for the sessions;

NOW THEREFORE BE IT RESOLVED that the Council of the Town of Goderich call upon both the ROMA & OGRA boards to re-establish a combined OGRA & ROMA annual conference.

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The Town of Goderich
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www.goderich.ca



FURTHERMORE that this resolution be forwarded to Premier Doug Ford, Minister Paul Calandra, MPP Ben Lobb and be circulated to Municipalities of Ontario; as amended.

CARRIED

If you have any questions, please do not hesitate to contact me at 519-524-8344 ext. 210 or afisher@goderich.ca.

Yours truly,

A handwritten signature in black ink that reads "Andrea Fisher".

Andrea Fisher
Director of Legislative Services/Clerk
/ar

cc. Premier Doug Ford premier@ontario.ca
Hon. Paul Calandra Paul.Calandra@pc.ola.org
MPP Lisa Thompson, Huron-Bruce lisa.thompsonco@pc.ola.org
Mandi Pearson, Clerk/Operations Clerk mpearson@petrolia.ca
Ontario Municipalities

AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-034

REPORT TO COUNCIL: March 25, 2024

RE: Parks, Recreation and Facilities Report

AUTHOR: Kathleen Cole, Parks, Recreation & Facilities Manager

RECOMMENDATION:

THAT Council receive the Parks, Recreation and Facilities Quarter 1 Report.

PURPOSE:

To update Council of the activities and operations of the Parks, Recreation and Facilities Department for the first quarter of 2024.

BACKGROUND:

Building Partnerships:

- Meeting with Dane Fellows, Owner of Hyundai Brockville regarding a partnership with the Township of Augusta. Another meeting will be held in April with the CAO, Manager of Parks, Recreation, & Facilities, and the Owner.
- As previously mentioned, the Township of Augusta has partnered with the South Grenville Food Bank to supply township residents with wood for heating their homes. Two residents have received wood deliveries as of the date above.
- The Manager of Parks, Recreation & Facilities and the CAO have been consistently meeting with each Recreation Committee in the Township, resulting in positive outcomes regarding several of the committees.

Recreation

- Despite several attempts, extending or revising the agreement for North Augusta with the FedDev (CCRF) representative has been unsuccessful. Submission of invoices on March 15 is hoped to facilitate some progress.
- The Volunteer Recreation Handbook and Lease was presented to Councillors on February 27 for their review. Feedback or concerns were requested by the CAO by March 8th.
- The 2024 budget for Recreation was presented to Council and approved at the February 26 meeting.
- Advertisements for summer students have been sent out on our website, social media, and other agencies which will close at the end of the month. Based on the number of candidates and qualifications will determine if there is a summer camp.

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Facilities:

- The remediation work at North Augusta Hall during the week of October 23rd did not yield the expected results. Further investigation revealed a leak from the roof down the inside of the wall's vapour barrier. A 2015 report from Frank Cowan Company had flagged a concern with the roof, which appears to have gone unaddressed. The Request for Tender (RFT) will be posted the week of March 11th.
- New countertops were installed in the kitchen at MERC on February 1st. However, damage to two sections was noted during installation. The manufacturer provided replacements, which have since been installed along with new sinks and faucets.
- Renovation of the bar countertops at MERC was deemed too costly. The Manager, Parks, Recreation & Facilities obtained another quote, which will be presented to the MERC Recreation Committee at their March meeting.
- The rink at Maynard was completed in mid-December. Due to weather conditions, it was operational for only one weekend. Work is ongoing at the Maynard site, including installation of lamp posts and completion of painting and wind screens.
- The 2024 Capital budget, including projects for North Augusta, Maitland Community Hall, Domville concession, Maynard Recreation, and the Township office, was presented to Council and approved at the February 26th meeting.



Kathleen Cole, Parks, Rec. & Facilities Manager



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-035

REPORT TO COUNCIL: March 25, 2024

RE: Blue Box Transition Period Decision Reconsideration

AUTHOR: Shannon Geraghty, Chief Administrative Officer

RECOMMENDATION:

WHEREAS at the meeting held August 14, 2023, Council adopted the following resolution:

BE IT RESOLVED THAT Council of the Township of Augusta approve Report 2023-083 to withdraw from the management of the Blue Box Program; and

THAT delegated authority be provided to the Chief Administrative Officer or designate to enter into agreements needed to continue transfer of this service; and

WHEREAS no agreement has been signed to date; and

WHEREAS the Township desires to allow for the management of the Blue Box Program.

NOW THEREFORE BE IT RESOLVED THAT Council amend the previously adopted motion to strike out “withdraw from” and replace with “allow for”.

BACKGROUND:

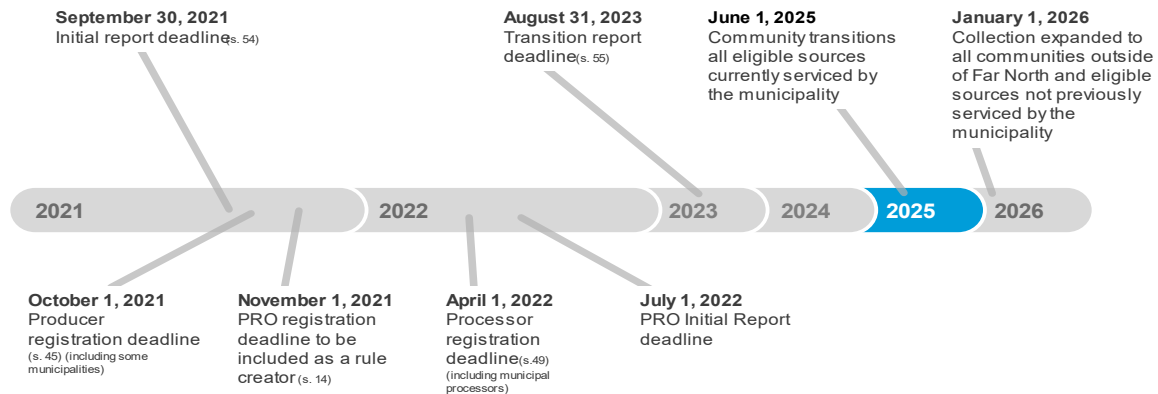
1. The new Blue Box Regulation (amended April 2022) moves the responsibility for providing recycling services (funding and operation) from municipalities to producers that generate packaging, paper, and similar products.
2. Transition of all of Ontario's existing municipally operated blue box program to full producer responsibility will occur over a three-year period between July 2023 to December 2025. This includes curbside collection, material sorting and processing of blue box material, in addition to resident education and promotion.
3. The producer-responsible organizations (PROs) will assume responsibility for all blue box program effective January 1, 2026. The PROs will also implement changes such as a province-wide common material list, grouping municipalities in catchment areas, and the discontinuation of service to institutions and commercial properties.

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4. The transition date for Augusta is June 1, 2025, however the transition period runs until December 31st, 2025, so staff wanted to ensure that coverage was provided for the entire transition period, given that no one has gone through the transition yet and it is a bit of an unknown
5. During the transition period (January 1, 2025, through January 1, 2026), the Township of Augusta can opt-in or opt-out of continuing to provide blue box services (transfer station drop-off) to residents through a non-competitive services agreement with Circular Materials Ontario, the majority Producer Responsibility Organization. (PRO).

Timeline

Augusta will transition on **June 1, 2025**



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6. If a municipality wants to remain involved, they will have to sign a contract with CMO and revise the contract with their current service provider (Fast Eddies Auto Recycling) based on the requirements determined by CMO in their Master Service Agreement (MSA).

Opting Out:

How it Works:

- The Township is no longer responsible for managing or providing collection of blue box materials. CMO takes over and collects, manages, delivers, deals with customer service and promotion/education of blue box collection. CMO will have to find a new location for blue box depot or may use existing depot.

Pros:

- Council has already agreed to this option.
- Contract with Fast Eddies has been extended until Dec 31, 2025, which will give time to review and make decisions on the Townships waste management system.
- Will no longer have to address complaints or have full control to resolve issues.

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- No physical assets related to recycling and no staffing implications or surplus capital if this decision is chosen.

Cons:

- Residents may have to go to two different locations to drop off their waste and blue box materials. Will receive complaints about this.
- The Township will not receive any funding from CMO.
- Any non-eligible sources will not be able to access the CMO depot so collection, hauling and processing would have to be done by the Township.

Opting In: Operations Agreement

How it Works:

- The Township continues to manage blue box collection but receives payments from CMO as their contractor. CMO would compensate costs to operate the depot (i.e., Attendant time, site maintenance associated with blue box operations). Would be responsible for managing depot operations only. CMO would be responsible for hauling and delivery to the receiving facility, and for the costs to maintain and rent or purchase bins. Will only have one agreement because the SOW incorporates the MSA and P&E.

Pros:

- Would receive compensation from CMO for operational costs. This will include an amount to cover fees for operating the blue box portion of the depot (replacing Stewardship Ontario funding).
- Will provide a savings on haulage and processing fees as CMO will be responsible for these costs.
- Residents would not see a large change in waste management operations because it would continue to be done at the same location.

Cons:

- Concerns over how costs and penalties are determined as well as how much negotiating power municipalities will have.
- May have to revise contract with Fast Eddies.
- Would have to pay a fee for any blue box materials for non-eligible sources after Dec 31, 2025. (\$200/tonne, for hauling and processing from receiving facility, based on % non-eligible stops/total stops).
- Will be charged a back fee for co-mingled non-eligible sources during transition.
- Will have primary responsibility for the promotion and education of blue box services to residents.

Opting In: Collections SoW

How it Works

- The Township continues to manage blue box depot services and receives payments from CMO. The Township is responsible for depot operations, hauling and delivery of materials to designated facility. Will have to meet the contract requirements Master Service Agreement and Statement of Work.

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Pros:

- Would receive greater compensation from CMO but would be required to facilitate a greater portion of the blue box activities.
- Residents again would not see a large change in waste management activities.

Cons:

- The Township would be responsible for a larger portion of blue box activities than with the other two options.
- May have to revise contract with Fast Eddies.

Considerations for Opting In:

- Offer is based on costs reported in the 2020 Datacall.
- Must determine if CMO contract terms can be met (reporting, and contamination threshold requirements).
- Must determine if contractor obligations can be met (reporting requirements and monitoring service provider).
- Will be responsible for target of 4% contamination threshold (aspirational).
- Must determine if non-eligible sources make up less than 25% of blue box material and provide verification to CMO to avoid overpayment. Will need to pay for the processing of blue box materials from non-eligible sources.
- Legal review states liabilities and risks that municipalities take on would not outweigh the benefits of entering into the contract however these contracts have been modified since this review.

FINANCIAL CONSIDERATIONS:

There is no impact on the 2024 budget for the Township. The blue box transitioning process and financial details are evolving quickly and staff are still working to fully understand the financial impact on the Township.

When the blue box program transitions to full producer responsibility in 2025 the Municipality will see further responsibility and will need to work with the contractor to facilitate the required changes which will more administrative. It is also anticipated that additional revenue streams will be realized as the producers will be covering the blue box program.



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-032

REPORT TO COUNCIL: March 25, 2024

RE: Severance Applications B-13-24 and B-14-24 (2 New Lots), Con. 4, Pt. Lot 12,
Assessment Roll 0706 000 060 09400
4649 Charleville Road
Owner: Elwood and Anne Reaney

AUTHOR: Melissa Banford, Planner

RECOMMENDATION:

THAT Council recommends to the United Counties of Leeds and Grenville Consent Granting Authority that consent applications B-13-24 and B-14-24 be approved, subject to six (6) conditions of approval, as detailed in Staff Report 2024-032.

CONDITIONS OF APPROVAL:

1. That the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) (roll no. 0706 000 060 09400) shall be paid to Augusta Township.
2. That an acceptable reference plan, survey, or legal description of the severed lands be submitted to Augusta Township.
3. That a cash-in-lieu of parkland levy of \$500.00 for each application B-13-24 and B-14-24 (\$1,000.00 total) be paid to Augusta Township, as two (2) new building lots are resulting.
4. That the road allowance of Charleville Road be widened, if required, to provide for 10 metres from the centreline of the travelled road, across the frontage of the two severed lots, and the retained lands, and that a Transfer/Deed conveying the said land to Augusta Township be prepared and executed and such lands be confirmed free/clear of any encumbrances, in consideration of the payment of \$1.00. If such widening already exists, a surveyor shall confirm such with the Township.
5. That all costs associated with the fulfillment of conditions are at the applicant's sole expense.
6. That the following note be placed on the Decision, to read as follows:
Note: The Township of Augusta advises that it is the responsibility of the property owner to ensure an adequate supply and quality of potable water to service the severed lands under B-14-24 and the retained vacant lands under B-13-24 and B-14-24 (the resulting two new vacant/building lots).

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PURPOSE:

The Planning Advisory Committee (PAC) met on March 6, 2024, and considered a Staff Report on Severance Applications B-13-24 and B-14-24.

Council's recommendation is required to provide Township requested conditions of approval on the severance to the United Counties of Leeds and Grenville.

BACKGROUND:

The subject property is currently a 43.7 ha (108 ac.) +/- lot on Charleville Road with additional frontages on Johnston and 4th Concession Road. The applications propose to sever the existing dwelling with 1.416 ha (3.5 ac.) and also sever a 0.8 ha (1.98 ac.) +/- new vacant residential building lot on Charleville Road. The retained 38.4 ha (95 ac.) vacant agricultural lot will also have future residential use potential.

ANALYSIS:

PAC discussed applications B-13-24 and B-14-24 and concurred in recommending the severances, subject to conditions of approval, as detailed in this Staff Report. The application was also circulated internally by Township staff and no concerns were raised.

This severance application, subject to the recommended conditions of approval, appears to conform with the intent of the Provincial Policy Statement (2020), the United Counties of Leeds and Grenville Official Plan, the Augusta Official Plan and the Augusta Zoning By-law. The recommended conditions capture policy considerations and current standard conditions of approval by the Township for severances.

POLICY IMPLICATIONS:

There are no implications for current policies, subject to recommended conditions of approval.

FINANCIAL CONSIDERATIONS:

There are no budgetary requirements for the Township.

OPTIONS:

1. Support the severance application proceeding to the Counties Consent Granting Authority based on PAC's recommendation with conditions as written.
2. Support the severance application proceeding to the Counties Consent Granting Authority based on PAC's recommendation with revisions as may be deemed appropriate by Council.

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LINK TO MUNICIPAL PLANS:

The recommendations on Severance Applications B-13-24 and B-14-24, with stated conditions, appear to align with the Rural severance policies of Augusta's Official Plan and will meet zone provisions of Augusta's Zoning By-law.



Melissa Banford, Planner

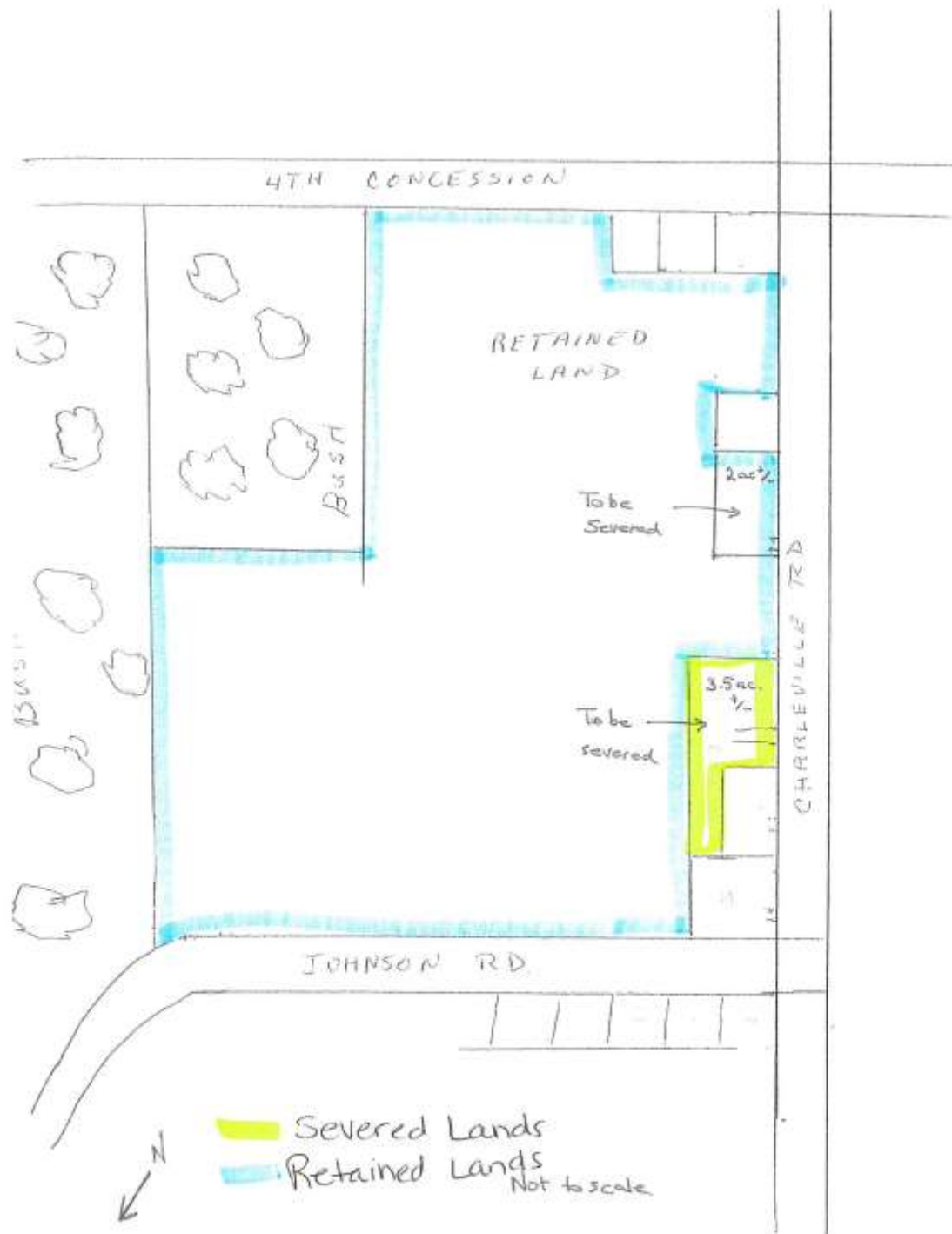


Shannon Geraghty, CAO

Attachment – B-13-24 and B-14-24 Site Sketch

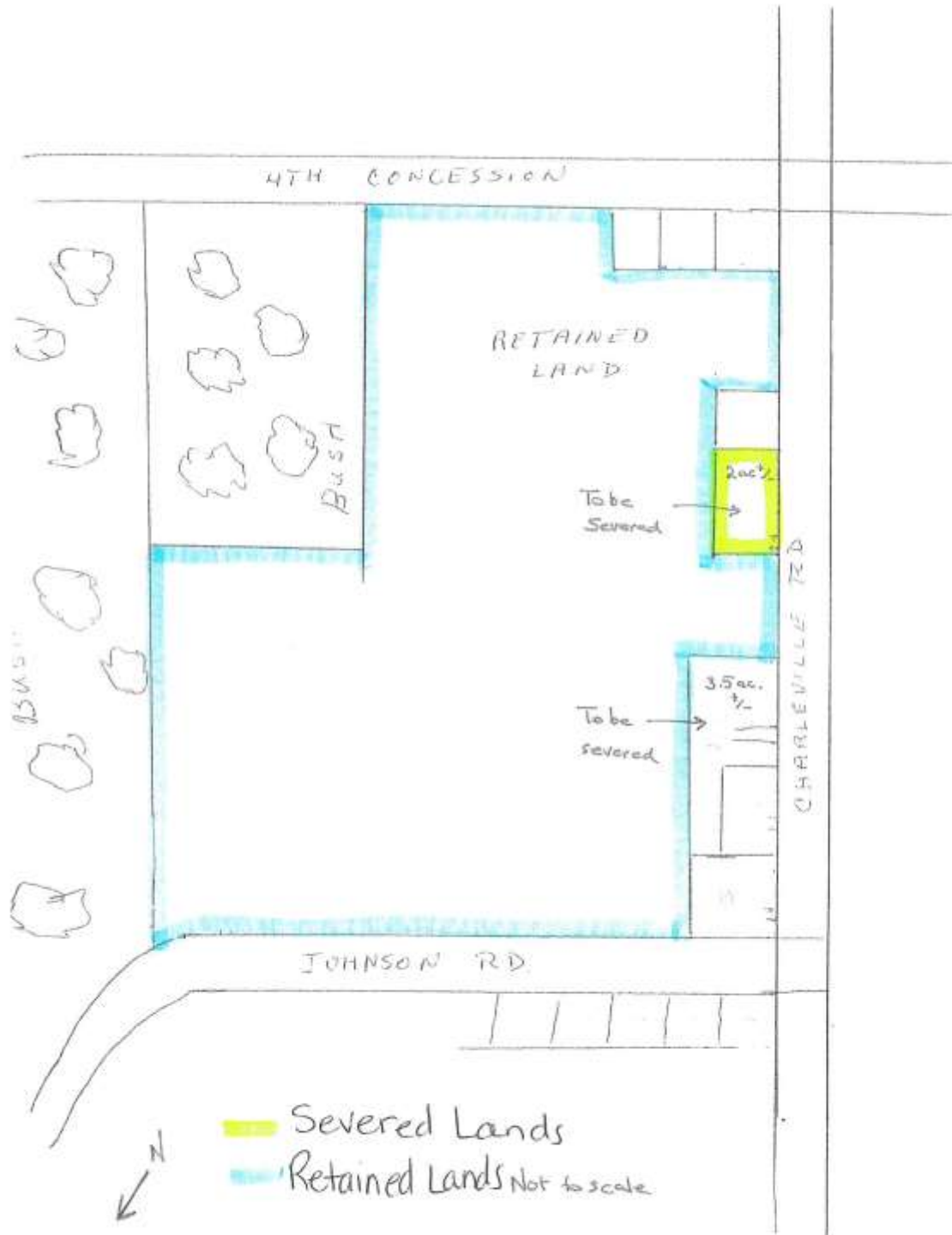
AUGUSTA TOWNSHIP

B-13-24 SITE SKETCH



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B-14-24 SITE SKETCH



AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-033

REPORT TO COUNCIL: March 25, 2024

RE: Severance Application B-24-24 (Lot Addition)
Part Lot 7, Plan 9, Pt. 1, 15R-177, Assessment Roll
0706 000 035 17700
26 Church Street (lot addition onto 28 Church Street)
Owner: Shirley Kirkland
Agent/Applicant: Michele Bowman/ Angela
Seecharan

AUTHOR: Melissa Banford, Planner

RECOMMENDATION:

THAT Council recommend to the United Counties of Leeds and Grenville Consent Granting Authority that consent application B-24-24 be approved, subject to five (5) conditions of approval, as detailed in Staff Report 2024-033.

CONDITIONS OF APPROVAL:

1. That the severed lands be registered on title in the exact same name in which the intended recipient/purchaser's abutting land is registered (28 Church Street, Assessment Roll 0706 000 035 17701). A copy of the purchaser's registered deed for the abutting land is to be submitted to the Consent Granting Authority; prior to endorsement of consent on the deed for the severed land to ensure this. Section 50(3) of the *Planning Act* shall apply to any subsequent conveyance or transaction involving the severed land (such that the severed and recipient lands cannot be conveyed separately). The Consent Granting Authority shall be responsible for ensuring the implementation and fulfillment of this condition.
2. That the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) (Assessment Roll 0706 000 035 17700) shall be paid to Augusta Township, or the tax account be to the satisfaction of the Township Treasurer.
3. That an acceptable reference plan, survey or legal description of the severed lands and the deed or instrument conveying the severed lands be submitted to Augusta Township.
4. Minor Variance approval is granted in relation to the retained lands to permit a reduced lot frontage of 21.43 m (70.3 ft.) +/- and a reduced lot area of 0.19 ha (0.473 ac.) +/- where the current RV, Residential Village Zone, requires a minimum lot frontage of 30m (98.4 ft.) and lot area of 0.4 ha (1 ac.) for single detached dwelling residential use. (Note: there is a \$1,000.00 fee to the Township to apply for a Minor Variance, plus agency review fees, if any).
5. All costs associated with fulfillment of conditions are at the applicant's sole expense.

AUGUSTA TOWNSHIP

PURPOSE:

The Planning Advisory Committee (PAC) met on March 6, 2024, and considered a Staff Report on Severance Application B-24-24. Council's recommendation is required to provide Township requested conditions of approval on the severance to the United Counties of Leeds and Grenville.

BACKGROUND:

The subject property is a 0.21 ha (0.52 ac.) lot with an existing dwelling and accessory structure(s) located at 26 Church Street. B-24-24 proposes to sever 0.019 ha (0.047 ac.) +/- with 4.58 m (15 ft.) +/- lot frontage on Church Street for the purpose of a lot addition onto the abutting property at 28 Church Street. The retained lands will have a resulting lot area of 0.19 ha (0.473 ac.) +/- with 21.43 m (70.3 ft.) +/- of frontage, which contains an existing dwelling at 26 Church Street. The application is to add lands, from 28 Church Street onto 26 Church Street, as the area to be severed contains a portion of the driveway used by 26 Church Street.

ANALYSIS:

PAC discussed application B-24-24 and concurred in recommending the severance, subject to conditions of approval, as detailed in this Staff Report. The application was also circulated internally by Township staff. No concerns were raised with this lot addition application.

This severance application, subject to the recommended conditions of approval, appears to conform with the intent of the Provincial Policy Statement (2020), the United Counties of Leeds and Grenville Official Plan, the Augusta Official Plan and the Augusta Zoning By-law. The recommended conditions capture policy considerations and current standard conditions of approval by the Township for severances.

POLICY IMPLICATIONS:

There are no implications for current policies.

FINANCIAL CONSIDERATIONS:

There are no budgetary requirements for the Township.


OPTIONS:

1. Support the severance application proceeding to the Counties' Consent Granting Authority based on PAC's recommendation with conditions as written.
2. Support the severance application proceeding to the Counties' Consent Granting Authority based on PAC's recommendation with revisions as may be deemed appropriate by Council.

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LINK TO MUNICIPAL PLANS:

The recommendations on Severance Application B-24-24, with stated conditions, appear to align with the Settlement Area severance policies of Augusta's Official Plan and will meet zone provisions of Augusta's Zoning By-law.



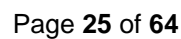
Melissa Banford, Planner



Shannon Geraghty, CAO

Attachment – B-24-24 Site Sketch

B-24-24 SITE SKETCH



AUGUSTA TOWNSHIP



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3698-2024**

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN PRODUCT CARE
ASSOCIATION OF CANADA AND THE CORPORATION OF THE TOWNSHIP OF
AUGUSTA**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

AND WHEREAS the Council of the Township of Augusta wishes to enter into an agreement with Product Care Association of Canada;

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to sign the Municipality Lighting Materials Services Agreement.
2. **THAT** Schedule A shall form part of this By-Law.
3. **THAT** this By-Law will come into force and take effect on its passing.

Read a first, second, and third time and finally passed this 25th day of March, 2024.

MAYOR

CLERK

AUGUSTA TOWNSHIP

Product Care Association of Canada - Municipality Lighting Materials Services Agreement

THIS AGREEMENT is made as of the __16__ day of _November_, 2023.

BETWEEN:

PRODUCT CARE ASSOCIATION OF CANADA
("Product Care")

- and -

CORPORATION OF THE TOWNSHIP OF AUGUSTA
("The Municipality")

collectively, the "Parties"

WHEREAS:

- A. Product Care operates extended producer responsibility programs in Canada on behalf of its industry members, pursuant to applicable regulations.
- B. Product Care operates Ontario program(s) pursuant to the Electrical and Electronic Equipment ("EEE") O. Reg. 522/20 issued under the Ontario Resource Recovery and Circular Economy Act (RRCEA) for which Product Care is registered as a Producer Responsibility Organization (PRO) with Resource Productivity and Recovery Authority (RPRA).
- C. Product Care wishes to engage the Municipality to provide and/or arrange for certain collection and post-collection services of Lighting Materials pursuant to EEE O.Reg. 522/20 under RRCEA on behalf and to Product Care.
- D. The Parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 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 *Resource Recovery and Circular Economy Act, 2016* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

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1.2. In this Agreement:

- (a) **"Agreement"** means this Agreement and includes all appendices, schedules and amendments thereto;
- (b) **"Business Day"** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier, single-tier municipality or territorial district, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Activities at its Collection Services outside of a "Business Day" and that this definition of "Business Day" is not intended to constrain the operating hours of the Municipality's Collection Services;
- (c) **"Claims Submission(s)"** means submission to Product Care of data required to validate a claim for payment;
- (d) **"Collection Event(s)"** means a service operated by the Municipality or on behalf of the Municipality by a Service Provider for the collection of Program Materials in accordance with the requirements for collection events of the EEE Regulation, as listed in Appendix A to this Agreement, subject to change pursuant to the provisions of this Agreement;
- (e) **"Collection Event(s) Return to Collection Site"** means a Collection Event from which the collected Program Material is transported by the Municipality to a Collection Site and included with the Program Material otherwise collected at that Collection Site for the purposes of this Agreement;
- (f) **"Collection Services"** means any or all Collection Event(s), Collection Site(s), Collection Event(s) Return to Collection Site, and Toxic Taxi(s) as the case may be;
- (g) **"Collection Activities"** means all the activities agreed upon under this Agreement, including those conducted at Collection Events, Collection Sites, Collection Event Return to Collection Site and Toxic Taxi operated by the Municipality or on behalf of the Municipality by a Service Provider, for the purpose of receiving, classifying, packing, storing and transferring Program Materials onto transportation vehicles, including the manifesting of Program Material, as applicable, prior to transportation away from the Collection Event or Collection Site;
- (h) **"Collection Site(s)"** means the Municipality's locations and facilities participating under this Agreement in the collection of Program Materials, in accordance with the requirements for collection sites of the EEE Regulation, listed in Appendix A to this Agreement, subject to change pursuant to the provisions of this Agreement;
- (i) **"Collection Service Guidelines and Standards"** means the compendium of information provided in Schedule "B" and available at [Product Care Ontario Program Operational Standards – Product Care Recycling](#) which describes minimum procedures for the safe handling of Program Materials, including collection site requirements and procedures developed to assist the Municipality in managing the collection and storage of Program Materials in a way that will minimize the risk of personal injury and harm to the environment and which may be updated by Product Care from time to time pursuant to section 7.0 of this Agreement, as applicable;
- (j) **"EEE Regulation"** means the Ontario Electrical and Electronic Equipment Regulation O. Reg.

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522/20 made under the Resource Recovery and Circular Economy Act, 2016;

- (k) **“Effective Date”** means January 1, 2023 for the Lighting Program.
- (l) **“Generator”** means the final user who generates the Program Material waste;
- (m) **“Hauler”** means a Service Provider registered with RPRA and approved by Product Care for the transportation of Program Material;
- (n) **“Lighting”** has the meaning as set out in the EEE Regulation;
- (o) **“Lighting Material”** means end-of-life Lighting as set out in Schedule “A”, for the purpose of this Agreement;
- (p) **“Lighting Program”** means all activities that Product Care conducts as a PRO under the EEE Regulation including the collection and management system for Lighting Materials established by Product Care;
- (q) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347: General – Waste Management, made under the *Environmental Protection Act* (Ontario);
- (r) **“Minister”** means the Minister of the Environment Conservation and Parks for the Province of Ontario;
- (s) **“Non-Program Materials”** means any material other than Program Materials.
- (t) **“Post-Collection Services”** means the transportation from Collection Events and Collection Sites, consolidation, sorting, weighing, processing, recycling, and safe disposal of Program Material and other post-collection waste management activities;
- (u) **“Processor”** means a Service Provider registered with RPRA and approved by Product Care for the processing of Program Material in accordance with the requirements of the EEE Regulation;
- (v) **“Product Care Portal”** means Product Care’s online system for uploading Claims Submissions.
- (w) **“Producer Responsibility Organization” or “PRO”** has the meaning as set out in the EEE Regulation;
- (x) **“Program Material”** means Lighting Material;
- (y) **“Program Services”** means Collection Activities and/or Post-Collection Services for Program Material;
- (z) **“Service Provider”** means in the case of Product Care the Municipality, and/or a commercial party that provides Program Services on behalf of the Municipality to Product Care or, in the case of the Municipality that is receiving Program Services, means the commercial party providing Program Services to the Municipality.
- (aa) **“Supporting Documentation”** means invoices, bills of lading, manifests, or other such applicable documents as may reasonably be required by Product Care for the validation of Claims Submissions; and
- (bb) **“Toxic Taxi(s)”** means a direct pickup for Program Material provided by the Municipality to households or businesses which is returned by the Municipality to a Collection Site.

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2.0 Collection Services

- 2.1. All of the Collection Event(s), Collection Site(s), Collection Event(s) Return to Collection Site, Toxic Taxi(s) listed in Appendix A are authorized by Product Care for the collection of Program Materials by the Municipality as set out in Appendix A. Other than representing that it is a Product Care authorized Collection Services during the Term, the Municipality shall not state, claim or represent that any Collection Services are owned or in any way related to Product Care;
- 2.2. In recognition of the consideration provided under the Agreement by Product Care to the Municipality, the Municipality hereby agrees to contract exclusively with Product Care (and not any other party) for the collection of Program Materials during the Term of this Agreement at the Collection Services.
- 2.3. Municipality will give written notice, via email, to Product Care within two (2) business days prior to unilaterally amending any of the Collection Services information outlined in Appendix A or information provided to Product Care pursuant to section 2.4 of this Agreement. Such amendments will be incorporated into this Agreement as an amendment.
- 2.4. Municipality will submit in writing, via email, Collection Events and Collection Events Return to Collection Site details (e.g. specific location, date, time etc.) to Product Care for approval by April 30 of the calendar year in which the Collection Events and Collection Events Return to Collection Site will be held utilizing the form provided by Product Care. Once approved by Product Care, which Product Care's approval will not be unreasonably withheld, the updated information on Collection Events and Collection Events Return to Collection Site will be deemed to be incorporated into this Agreement as an amendment.
- 2.5. Either Party must give at least 90 days' notice to the other Party to remove a Program Material collected at any of the Collection Services or to remove any of the Collection Services from Appendix A. The addition of a Program Material to be collected at any Collection Services or the addition of any Collection Services to Appendix A requires written approval by both Parties.
- 2.6. Product Care will provide to RPRA, in accordance with obligations under RRCEA Regulations, the information contained in Appendix A, the information provided to Product Care pursuant to section 2.4 or any additional information required by RPRA for the purposes of compliance with regulatory requirements.

3.0 Program Services

3.1. Program Services:

- (a) The Municipality is responsible for providing Collection Activities to Product Care for Program Materials received at Collection Services,
- (b) Subject to the provisions of section 3.2 of this Agreement,
 - (i) The Municipality shall utilize a Service Provider which has been authorized by Product Care for Post-Collection Services of Program Materials received at Collection Services.
 - (ii) The Municipality shall ensure that any Service Provider the Municipality has contracted with to provide Post-Collection Services is registered with RPRA for the Program Material.
 - (iii) The Municipality shall ensure that Program Material received at Collection Services is transported to a Processor.

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- 3.2. Product Care reserves the right, with ninety (90) days notice to Municipality, to provide Post-Collection Services for Program Material received at the Collection Services specified in the notice, by a Service Provider selected by, contracted with, and paid by Product Care.
- 3.3. The Municipality may accept Non-Program Materials at Collection Services; however, the Municipality acknowledges and agrees that Non-Program Materials collected or accepted by the Municipality are the sole and exclusive responsibility of the Municipality.

4.0 Price and Payment

- 4.1. The fees payable by Product Care to the Municipality as of the Effective Date pursuant to this Agreement are set forth in the Schedule A to this Agreement.
- 4.2. The Municipality agrees to accept payment by electronic funds transfer and will provide its bank account information to Product Care for this purpose. Payments shall be made in accordance with the terms set forth in the Schedule A to this Agreement.
- 4.3. The Municipality will provide any Supporting Documentation reasonably requested by Product Care to verify the accuracy of the Claims Submissions.
- 4.4. The Municipality will not charge Generators for Program Materials they deposit at, and the Municipality receives at, Collection Services.
- 4.5. The Municipality must submit Claims Submissions to Product Care via the Product Care Portal within ninety (90) days of the date Program Material was transported from the Collection Services.
- 4.6. Product Care will validate Claims Submissions with the Supporting Documentation received from Municipality within thirty (30) days of receipt and Product Care will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which Product Care determines the Claim Submission to be correct and accurate. In the event that Product Care finds any errors or omissions in the Claims Submissions, Product Care will inform the Municipality and the Municipality will have the ability to correct and/or clarify its Claims Submissions prior to Product Care issuing a payment.

5.0 Term

- 5.1. The term of the Agreement commences on the Effective Date and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, shall end on December 31, 2025 (the "Initial Term").
- 5.2. At the expiry of the Initial Term, this Agreement will automatically renew for successive renewal terms (each a "Renewal Term") of twelve (12) months each unless written notice of termination is provided by either Party to the other Party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the "Term" of this Agreement.

6.0 Title to Program Materials

- 6.1. To the extent permitted by applicable laws, the Party with physical possession of the Program Materials shall have and retain title to the Program Materials for the duration for which they are in the physical possession of the Program Materials until such time as they are transferred to the physical possession of the other Party or a Service Provider. Any contract a Party may enter into with a Service Provider who is not a party to this Agreement shall include a requirement with

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respect to the acknowledgement by the Service Provider that the Service Provider shall have title to any Program Materials while in the physical possession of that Service Provider. Notwithstanding who has the title of the Program Materials and to the extent it is within the reasonable control of the Municipality, the Municipality transfers the exclusive right to Product Care to claim the Collection Services for the Program Material and/or the weight of recovered resources of the Program Materials collected at Collection Services, insofar as the right to claim the Collection Services and/or the weight of recovered resources are required to fulfill Product Care's PRO responsibilities under the EEE Regulation for the Program Materials.

7.0 Product Care Policies, Standards and Guidelines

- 7.1. The Collection Service Guidelines and Standards in effect at the time of entering into this Agreement are included in Schedule "B".
- 7.2. The 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.
- 7.3. Product Care may develop or propose amendments to, from time to time, policies, standards and guidelines relative to the provision of Program Services. Product Care will endeavour to provide sufficient time to comment on the proposed amendments for clarifying potential impacts to the Municipality.
- 7.4. Product Care will communicate any new or amended policies, standards and guidelines to the Municipality via the email in section 13 and will post copies of such new or amended policies, standards and guidelines on Product Care's website as they are developed.
- 7.5. The 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 of 22.4(a).

8.0 Promotion and Education

- 8.1. Product Care shall be responsible for promotion and education activities for the Lighting Program at its sole discretion and at its own expense.
- 8.2. Product Care shall not make use of its association with the Municipality or use the Municipality's name, including the use of the Municipality's logo or other identifiable insignia, for advertising, promotional, or technical purposes or otherwise except with the prior written consent of the Municipality or as provided in this Agreement.
- 8.3. Product Care may post Collection Services information and a link to the Municipality's website on the Product Care's website.
- 8.4. The Municipality may post the Collection Services, the Product Care Recycling logo and a link to <http://www.productcare.org/> and other necessary information on its waste management/recycling webpage at no cost to Product Care.
- 8.5. The Municipality will not charge Product Care for any promotion or education activities unless Product Care has agreed to such charges in advance in writing.
- 8.6. The Municipality or its Service Providers must submit to Product Care draft copies of all publications using Product Care's name, trademarks and logos for advance approval in writing,

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which Product Care may withhold for any reason.

- 8.7. The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Product Care or any brand owned by Product Care, such as Product Care Recycling.

9.0 Indemnity and Insurance

- 9.1. The Municipality shall indemnify, defend and save harmless Product Care, and its employees, directors, governors, officers, agents, subcontractors and affiliates (collectively, the "Product Care Indemnitees") from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by the Municipality and/or any third parties in carrying out remediation activities (collectively "Claims"), which arise out of, result from or relate to:
- (a) the Municipality's ownership and/or operation of the Collection Services;
 - (b) any action or omission of the Municipality, its users, invitees, employees, subcontractors or agents, in connection with the Municipality's ownership and/or operation of the Collection Services, and handling of Program Material and Non-Program Materials; or
 - (c) any breach by the Municipality of the terms, conditions, requirements, representations and warranties of this Agreement.
- 9.2. The Municipality hereby releases the Product Care Indemnitees from and against any and all Claims which the Municipality may at any time have against the Product Care Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Product Care Indemnitees.
- 9.3. Product Care shall indemnify, defend and save harmless the Municipality, its council members, directors, officers, contractors, employees and agents (collectively, the "Municipality Indemnitees") from and against any and all liabilities, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all expenses and reasonable legal fees incurred in connection therewith as well as all costs incurred by the Municipality and/or any third parties in carrying out remediation activities (collectively "Claims"), which arise out of, result from or relate to:
- (a) any action or omission of the Product Care, its users, invitees, employees, subcontractors or agents, in connection with the Municipality's ownership and/or operation of the Collection Services, and handling of Program Material and Non-Program Materials; or
 - (b) any breach by Product Care of the terms, conditions, requirements, representations and warranties of this Agreement.
- 9.4. Product Care hereby releases the Municipality Indemnitees from and against any and all Claims which Product Care may at any time have against the Municipality Indemnitees in respect of this Agreement and the rights granted hereunder, except to the extent the same has resulted from the negligence or wilful misconduct of the Municipality Indemnitees.
- 9.5. The Parties hereby agree and acknowledge that Product Care has no responsibility whatsoever towards the Municipality for remediation of contaminants at the Collection Services or with

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- respect to any migrating contaminants from the Collection Services, or to the Collection Services, be it before the Term, during the Term or after this Agreement terminates or expires.
- 9.6. Unless the Municipality self-insures, the Municipality will, during the term of the Agreement, maintain at its expense and/or require any Service Provider engaged by the Municipality to provide services on behalf of the Municipality pursuant to this Agreement to maintain at either the Municipality's or Service Provider's expense adequate insurance for its obligations under this Agreement, including the insurance coverage set out below:
- (a) comprehensive general liability coverage of a minimum of \$5,000,000 per occurrence, \$5,000,000 general liability; and
 - (b) any other normal insurances sufficient to carry out its obligations under this Agreement, (collectively, the "Insurance").
- 9.7. The Municipality shall include Product Care as an additional insured in the Insurance, unless otherwise confirmed by Product Care in writing.
- 9.8. If Product Care is added as an additional insured, the Municipality shall supply Product Care with a certificate of insurance evidencing Product Care as additional insured on an annual basis.
- 9.9. If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to Product Care upon the execution date of this Agreement, and annually upon each automatic renewal of this Agreement.
- 9.10. Product Care shall:
- (a) include the Municipality as an additional insured on policies of insurance maintained by Product Care for environmental impairment liability and comprehensive general liability, but only in respect to liability arising from the negligence of Product Care at the Collection Services and subject to the obligations of the Municipality set out in Section 9.0; and
 - (b) require the insurers to give to the Municipality not less than 60 days' prior written notice of any cancellation or other termination thereof, or any change which restricts or reduces the coverage provided to the Municipality thereby.
- 9.11. The Municipality shall be responsible for and shall maintain in good standing coverage as required under the Occupational Health and Safety Act and associated regulations.

10.0 Covenants of Product Care

- 10.1. Product Care covenants, represents and warrants to Municipality that:
- (a) Product Care is a non-profit corporation validly existing under the laws of Canada;
 - (b) Product Care has the corporate power, capacity and authority to enter into and complete this Agreement;
 - (c) in performing any Program Services under this Agreement, Product Care shall comply, and ensure that all Service Providers contracted by Product Care comply, at all times, with all applicable local, provincial and federal laws, regulations, statutes, bylaws, authorizations, rules, policies, protocols, standards, codes of practice and other governmental authority requirements.
 - (d) Product Care shall obtain at its own expense, any permits and licences which may be required for the performance of its obligations hereunder; and
 - (e) the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by Product Care.

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11.0 Covenants of Municipality

11.1. The Municipality covenants, represents and warrants to Product Care that:

- (a) the Municipality is an incorporated and/or an otherwise validly constituted entity in good standing and qualified to carry on business in the province where the Collection Services are located, and has the corporate or other power, capacity and authority to carry on its business and to enter into and complete this Agreement;
- (b) the licenses, permits, and any other authorizations required of Municipality or any of the Collection Services are, and shall be, in good standing during the term of this Agreement, including any that are specified in the Schedules;
- (c) the Municipality shall comply at all times, with all local, provincial and federal laws, regulations, statutes, bylaws, authorizations, rules, policies, protocols, standards, codes of practice and other governmental authority requirements applicable to the Collection Services, the operations of the Collection Services and the Municipality's activities, as amended from time to time in performing the Program Services under this Agreement, including Certificates of Approval and/or Environmental Compliance Approvals, the requirements for Collection Services to qualify under the EEE Regulation, the processing and disposal requirements of the collected Program Materials under the EEE Regulation, and the Collection Services Guideline and Standards (collectively the "Legal Requirements"). The Municipality shall ensure that all Service Providers contracted by the Municipality to provide any Program Services comply with the Legal Requirements as required ;
- (d) there are no legal actions, proceedings, investigations, prosecutions, or claims in respect of the Municipality that relate to the presence of Contaminants at or released from the Collection Services or any other environmental matters relating to the Collection Services;
- (e) Collection Services personnel are qualified and trained to perform the obligations under and in accordance with this Agreement;
- (f) Collection Services equipment is in good, working order;
- (g) the Collection Services is/are free of any pollutants, contaminants, deleterious substances, toxic substances or hazardous waste (collectively "Contaminants"), except in amounts that are permissible under the Legal Requirements, subject to any exceptions set forth in the Schedules to this Agreement;
- (h) there are no Contaminants being released onto the Collection Services from adjacent properties or from the Collection Services to adjacent properties, subject to any exceptions set forth in the Schedules to this Agreement;

12.0 Assignment

12.1. The Municipality shall provide Product Care with at least ninety (90) days' notice if any of its rights or obligations under this Agreement are subcontracted or assigned to any other party.

13.0 Notices

Any notice, request, demand or other instrument or communication by either Product Care or the Municipality pursuant to this agreement, will be in writing and sufficiently given if delivered personally, by e-mail, or if sent by registered mail to the following respective addresses hereinafter set out, namely:

Notices to Product Care will be delivered to:

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President
Product Care Association of Canada
420-2238 Yukon Street,
Vancouver, BC, V5Y 3P2
Email: contact@productcare.org

Notices to the Municipality will be delivered to:

Public Works Manager
CORPORATION OF THE TOWNSHIP OF AUGUSTA
3560 County Road 26, RR#2, Prescott, ON, Canada, K0E 1T0,
bthake@augusta.ca

Any such notice if delivered personally or by e-mail means will be conclusively deemed to have been given on the day of personal delivery or the transmission of e-mail (and if after 5 p.m. E.T. the following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) 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.

14.0 No Partnership or Joint Venture

- 14.1. 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 is an independent contractor.

15.0 Severability

- 15.1. 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 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.

16.0 Amendment and Waivers

- 16.1. 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.

17.0 Further Acts

- 17.1. Each party will execute all such documents and do all such other acts and things as may be

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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.

18.0 No Third Party Beneficiaries

- 18.1. 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.

19.0 Counterparts and Facsimile

- 19.1. 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.

20.0 Force Majeure

- 20.1. 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, pandemics, strikes, 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.

21.0 Dispute Resolution

- 21.1. The parties to this Agreement agree to the following steps to address any issues arising in regard to the interpretation or application of the Agreement:
- (a) discussion between manager of Product Care and the Municipality;
 - (b) If necessary, escalation of discussion to Product Care senior staff; and
 - (c) If necessary, undertaking legal proceedings including the option of mediation or binding arbitration with the consent of the parties.

22.0 Termination

- 22.1. 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 Product Care (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) 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 timeline is acceptable and, if it is, the revised timeline to remedy such breach will apply.

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- 22.2. Subject to section 23, on the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 22.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.1 & 22.4, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 22.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
- (a) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by Product Care as per section 7.5; or
 - (b) a receiver or trustee is appointed for any part of the assets of Product Care.

23.0 Survival

- 23.1. Sections 9.1, 9.2, 9.3, 9.4, 9.5, 22.2 and 28 of this Agreement will survive termination or expiry and continue in full force and effect.

24.0 Entire Agreement

- 24.1. 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.

25.0 Headings for Convenience Only

- 25.1. 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.

26.0 Governing Law

- 26.1. 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.

27.0 Legislation References

- 27.1. 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.

28.0 Confidentiality

- 28.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), the Municipality will at all times treat Schedule "A" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, the Municipality will inform Product Care of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal

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a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by Product Care to Municipality so that Product Care will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

29.0 Rights and Remedies

- 29.1. 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.

30.0 Independent Legal Advice

- 30.1. Each Party acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other Party from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without any undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement.

31.0 Enurement

- 31.1. This Agreement shall bind and benefit each of the Parties, including their respective successors and permitted assigns.

32.0 Appendices and Schedules

- 32.1. Appendix "A" and Schedules "A" and "B" are attached hereto and incorporated in and form part of this Agreement.

33.0 Time

- 33.1. Time is of the essence to this Agreement.

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34.0 **Language**

- 34.1. The parties have agreed to draft this Agreement in English. Les parties ont consenti à rédiger ce contrat en langue anglaise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

PRODUCT CARE ASSOCIATION OF CANADA

by: _____

Brian Bastien, President

CORPORATION OF THE TOWNSHIP OF AUGUSTA

by: _____

Name: _____

Title: _____

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Appendix A Collection Services

The following tables provide information for the Collection Services according to the type of Collection Service:

Table 1: Collection Sites

Collection Site Name	Collection Site address including postal code	Community (Local Municipality or Territorial District according to RPRA's list)	Operating hours	Site Contact Name	Tel	Email	Lighting Material
Depot - Manyard Augusta Township	3618 County Rd #26, Augusta, ON, Canada, K0E 1T0	Augusta	Mon - Fri: 9:00am - 5:00pm Sat: 8:00am - 4:00pm Sun Closed	Ashleigh Trickey	613-925-4231 ext. 101	atricky@augusta.ca	X

Table 2: Collection Events and/or Collection Events Return to Collection Site*

Collection Event or Collection Event Return to Collection Site	# of Collection Events	Community (Local Municipality or Territorial District according to RPRA's list)	Lighting Material
N/A	N/A	N/A	N/A

* Municipality shall submit event details to Product Care in accordance with section 2.4 of this Agreement.

Table 3: Toxic Taxi

Community (Local Municipality or Territorial District according to RPRA's list)	Lighting Material
N/A	N/A

Initials	Date

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SCHEDULE "A"

Province	Ontario
Stewardship Program Name	Lighting

1. Lighting Material(s) Information (s. 1.2(o) of Agreement)

- 1.1. This Agreement applies to the following Lighting Material included therein, as further described below:

Lighting	Light bulbs, tubes or lamps including but not limited to incandescent, fluorescent, halogen, light emitting diode (LED) and high intensity discharge (HID) lamps
----------	--

Additional details of Program and Non-Program Materials are provided in the Collection Service Guidelines and Standards.

2. Price and Payment (s. 4.1 and s. 4.2 of Agreement)

- 2.1. Pursuant to section 4.1 of the Agreement, the fees payable to the Municipality by Product Care, during the Term of this Agreement, are as set out below, for Collection Activities and Post-collection Services provided in accordance with the Agreement and Collection Service Guidelines Standards.

- 2.1.1. Product Care will pay the Municipality an amount per unit for the Collection Activities for Lighting Material received at Collection Sites, including the Lighting Material collected by Toxic Taxi or Collection Event Return to Collection Site, as set out in Table 1. The actual unit count of the Lighting Material as determined by the Processor will be used.

Table 1: Rates for Collection Sites listed in Appendix A for Lighting Material		
Collection Activities Provided for:	Per Unit	Payment
LED, Halogen, and Incandescent	Unit	\$0.03
CFL	Unit	\$0.05
Fluorescent tubes <= 2ft	Unit	\$0.06
Fluorescent tubes > 2ft <= 4ft	Unit	\$0.12
Fluorescent tubes > 4ft	Unit	\$0.24
HID and Other	Unit	\$0.10

Initials	Date

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- 2.1.2. Product Care will pay the Municipality an amount per tonne for the Collection Activities and Post-Collection Services for Collection Events for Lighting Material as set out in Table 2. The actual weight of the Lighting Material as determined by the Service Provider providing the Post-Collection Services will be used.

Table 2: Rates for Collection Events listed in Appendix A for Lighting Material		
Collection Activities and Post-collection Services Provided for:	Per Unit	Payment
Lighting	Tonne	N/A

- 2.1.3. Product Care will pay the Municipality an amount per tonne for the Collection Activities and transportation for Collection Event Return to Collection Site as set out in Table 3 in addition to the amounts payable pursuant to s. 2.1.1 of this Schedule and set out in Table 1. The actual weight of the Lighting Material as determined by the Service Provider providing the Post-Collection Services will be used.

Table 3: Rate for Collection Events Return to Collection Site listed in Appendix A collecting Lighting Material		
Collection Activities and transportation Provided for:	Per Unit	Payment
Lighting	Tonne	N/A

- 2.1.4. No additional fees are payable for the Lighting Materials delivered to a Collection Site by Toxic Taxi except for the fees set forth in s.2.1.1 of this Schedule.

2.2. Pursuant to section 4.2 of the Agreement

- 2.2.1. payments as set forth in s. 2.1.1 of this Schedule will be paid within thirty (30) days after the approval, by Product Care, of the Claim Submission in the Product Care Portal submitted by the Processor for Post-Collection Services of the Lighting Material transported from the Collection Site.
- 2.2.2. in order to receive payments as set forth in s. 2.1.2 and s. 2.1.3 of this Schedule, the Municipality must upload a Claims Submission via the Product Care Portal including the Supporting Documentation. Payment will be paid within thirty (30) days after the approval, by Product Care, of the Claim Submission submitted by the Municipality in the Product Care Portal.

Initials	Date

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SCHEDULE “B” – Collection Services Guidelines and Standards

Product Care Ontario Lighting Collection Services Guidelines and Standards

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Guideline Overview

Disclaimer

This Guideline is intended to provide practical guidance and best management practices for collection site operators regarding staff handling and storing of program products collected under the Product Care Ontario Lighting Program. This Guideline should be used by collection site operators to instruct staff in using required practices of the program.

The practices described in this Guideline are not intended to replace any standards, acts or regulations required under Local, Provincial or Federal law; nor is the guideline intended to relieve the collection site operator or staff of requirements under the law.

Product Care accepts no responsibility and assumes no liability resulting from the incorrect use of information contained in this guideline or from the use of this information in any circumstances other than those described.

This Guideline is intended for use by collection sites participating in the Product Care Ontario Lighting Program. The Guideline provides information and instruction for the collection of end-of-life **whole lamps** originating from residential, institutional, commercial, and industrial sectors in Ontario.

This Guideline allows the site to inform and train their employees regarding best practices for safe collecting, handling and storing lamps. It contains instructions for:

- Setting up a collection site
- Receiving, sorting, packaging, and shipping lamps
- Health & Safety related to the management of lamps
- Record-keeping

For additional information, please contact:



Product Care Recycling
180 Attwell Dr., Suite 380, Toronto, ON M9W 6A9
Tel: +1 (877) 592-2972 ext. 370 (toll-free)
Email: ontario@productcare.org

Ontario Lighting Program Overview

Beginning January 1, 2023, under Ontario Regulation 522/20: Electrical and Electronic Equipment (EEE Regulation), there are new requirements for producers who supply obligated lighting products into Ontario, to collect and recycle lighting products at their end-of-life. Product Care is a registered Producer Responsibility Organization (PRO) in Ontario setting up a comprehensive lighting recycling Program to help producers comply with their obligations under the EEE Regulation. The Ontario Lighting Program establishes a province-wide collection system for all types of lighting obligated under the EEE Regulation including: fluorescent tubes, CFLs, LEDs, HIDs, UV, halogens and incandescent bulbs or tubes.

How the Program Works

Ontario residents or businesses can bring their end-of-life light bulbs or tubes to a collection site or collection event, for recycling. Under the Lighting Program, **no compensation can be provided and no fees can be charged to residents or businesses who deposit/drop off their end-of-life lighting products at a collection site.**

The collected lighting from the collection sites or collection events will be transported via a Product Care approved transporter to a Product Care approved recycler, for recycling.

Safety

Fluorescent light bulbs/tubes and high intensity discharge bulbs (HID), such as high-pressure sodium lamps and metal halide lamps, are commonly used in households, businesses and commercial/industrial applications and **are considered safe under normal conditions of use.** However, these lamps do contain a very small amount of mercury, which is a highly toxic substance. The risk to health and the environment only occurs if the light bulb is broken so care must be taken in handling the bulbs to ensure they do not break.

Section 1: Program Products

The Ontario Lighting Program covers all replacement lamp technologies designed to be removed by the user, which can be categorized as either “bulbs” or “tubes”. Lamps collected under the Lighting Program must be end-of-life used lamps and can only be collected from Ontario residents or businesses. Pre-consumer light “bulbs” or “tubes” or lighting generated from non-Ontario sources are not included in the Program. Lamps are often referred to as “lights”, “bulbs” or “tubes” by the public. The program includes the following types of lamps:

1.1 Accepted Program Lighting

Fluorescent Tubes:

- Fluorescent tubes – linear/straight
- Fluorescent tubes – curved/circular

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Bulb/Tube Types:

- Compact Fluorescent Lights (CFLs)
- Halogen and Incandescent bulbs
- Light Emitting Diodes (LEDs)
- Ultra High Performance (UHP) lamps
- High Intensity Discharge (HID) lamps
- UV and Germicidal lamps

For further details to assist in identifying accepted lamps, including descriptions and pictures, please refer to **Appendix B: Accepted Program Products.**

1.2 Non-Program Lighting

The Program does not include the following:

- Lighting integrated into a fixture or product
- Fixtures
- Streetlights/signal lighting
- Ballasts/transformers
- String lights (light bulbs integrated into string lights)
- Intentionally crushed lighting

1.3 Broken Lights and Mercury

Collection Sites are expected to receive intact (whole) lamps, but the Program will accept small quantities of light bulbs that have been broken accidentally.

A resident or business may bring their broken lamps, and the material used for cleaning up the debris (such as paper towel, cloth, tape, cardboard or paper). Ensure that the lamps are sealed in a plastic Ziploc-style bag or glass container, then place it in a collection container provided by the Program.

Currently, there are businesses that use equipment such as a drum-top crusher or bulb crusher to intentionally crush lamps for consolidation purposes. **Collection Sites CANNOT accept these intentionally pre-crushed lamps as they have other regulatory implications.** Any inquiries on pre-crushed lamps collection services should be redirected to Product Care.

The Program does NOT accept liquid mercury! Under no circumstance can a Collection Site accept liquid mercury from a resident or business.

1.4 Collection of Non-Program Products

The Program is not responsible for any other materials or products that the collection site may receive or collect (e.g. fixtures, batteries, smoke alarms, etc.). All non-program material must be managed separate from the Program.

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If a resident or business brings in a product that is not accepted by the Program, you must refuse the product and return it to the resident or business or collect the material in a separate container from the Program containers. All non-program material collected is the responsibility of the collection site.

Please make the resident or business aware of the lighting products accepted by the Program. Do not hesitate to redirect them to:



Product Care Recycling website: productcare.org or
Customer service: ontario@productcare.org

If the collection site provides a collection service for products other than those accepted by the Lighting Program (e.g. non-lighting products, lighting from unaccepted sources etc.), the non-program material must be placed in different containers than the ones of the Program and they must be stored, recorded and recycled/disposed separately from the Program lighting. The Ontario Lighting Program is not responsible for and does not provide funding for non-program material. Such collection services are the sole and exclusive responsibility of the collection site.

Section 2: Collection Services Set-Up

The Ontario EEE Regulation defines certain minimum requirements for collection sites and collection events which are outlined below. Collection sites must also meet the requirements set forth in the **Appendix A: Collection Site Standard**.

2.1 Quantity of Accepted Products per Visit at Collection Sites

The EEE Regulation requires that a collection site must be able to accept at a minimum, up to 5 kilograms of accepted Program lighting per day per person. Depending on available storage capacity, collection sites can accept a larger volume; otherwise, please refer the resident or business to Product Care. Please note that if the collection site is not a retail location and accepts more than the minimum amount of lighting from a person on a single day, the collection site must record the person's name, contact information and the weight of the Program lighting accepted.

2.2 Duration of Collection Events

The EEE Regulation requires that a collection event must operate for a minimum of 4 consecutive hours.

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2.3 Receiving Program Products

Providing assistance or guidance to residents and businesses dropping off lighting is required in order to minimize breakage or drop-off of non-program material.

The Program is **NOT** a self drop-off system; residents or businesses must be supervised when returning Program lighting.

Unsupervised collection containers located outside staffed areas (e.g. parking lots) is **NOT** permitted.

The location for collection at the collection site should be or have:

- Easy for customers to identify as the collection location
- Convenient, and provide easy access for both residents or businesses dropping off and employees
- Well planned and allow for efficient and safe removal of lamps boxes
- Secure from theft and tampering
- Protected from weather
- On impervious surfaces and well-ventilated



Lights **MUST** be kept dry; the Program will not compensate for wet lamps

2.4 Storage Location

Once the collection boxes are full, they can be removed from the collection area to a storage location to stage for shipping.

The storage area for collected materials should be:

- Away from high-traffic areas
- Inaccessible to the public (i.e. employees only)
- Monitored and safely maintained
- Large enough to hold provided plastic bins and/or cardboard boxes
- Protected from the elements, away from drains and on an impervious surface
- Secured during non-operating hours

It is important that the program products are packed properly to:

- Reduce breakage
- Maximise use of storage space
- Simplify handling and prevent injuries as well as exposure to staff and the environment
- Consolidate into as few containers as possible to reduce transportation costs

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2.5 Public Access

The collection sites must be open for the public to drop-off accepted Program lighting during regular business hours throughout the year.

If customers abandon accepted Program lighting products on the property while the collection site is closed, take them inside and place them in the appropriate containers. If non-program material or products is abandoned, they should be disposed in accordance with any municipal, provincial or federal requirements. Non-program material or products should not be knowingly placed into the collection containers provided by the Program.

The collection events must be open for the public to drop-off accepted Program lighting during the duration of the event.

2.5 Security

When the collection site is closed, access by people or animals must be prevented to make sure that stored lamps are protected from improper handling, theft, or damage. Make sure that all materials are secured inside your facility and protected from weather at all times.

2.6 Signage and Brochures

In order to inform residents or businesses of your collection site's participation in the Program as a drop-off location, Product Care has promotional material that can be made available upon request.

Section 3: Handling, Packing & Arranging Transport

3.1 Program Materials Provided

Based on your needs, Product Care or its authorized partners can provide:

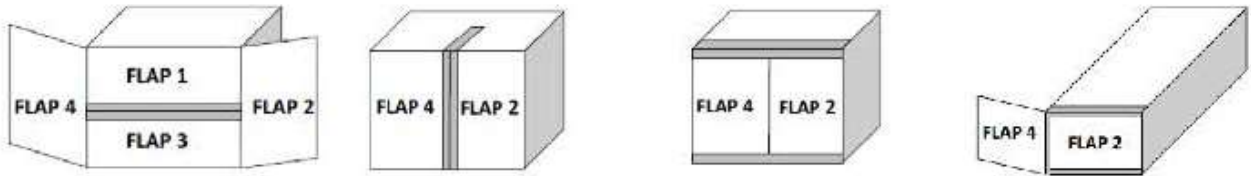
- Collection container(s) (e.g. Gaylord box, cardboard "bulb" box, drum, cardboard "tube" box)
- Liners (where applicable)
- Pallet(s)
- Spill kit
- Promotional materials (e.g. signage, brochure)

3.2 Assembling Empty Boxes

Boxes will require assembly before use. Regardless of the size of the boxes provided by the Program, make sure they are securely closed by placing tape on each seam between 2 flaps and then on each edge, as shown in the drawings below: (The boxes supplied by the Program may differ from the examples below).

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If plastic liners are provided with the boxes, they must be placed in each box before filling. Please ensure the liner is flush with the inner cardboard of the box and brought over the top flaps. The liner provides additional protection in case of lamp breakage and thus prevents any mercury from spilling into the environment.



3.3 Handling and Sorting Lamps into Containers

Residents or businesses can bring their lamps to you in full, sealed boxes so that once on site, your employee will only have to place the full box with the others on a pallet. Lamps can be brought to you in reused original packaging as long as the box is in good condition. There is no need to unpack these boxes and re-pack the lighting into the collection containers provided.

For lamps which are not returned in boxes, your employees must separate bulbs from straight tubes in the containers provided to minimize breakage and safely pack for transport. The following containers are typically provided to ensure safe packing:

- Container for bulbs: CFL, incandescent, halogen, LEDs, U and O shaped tubes etc. can be mixed in one container.
- Container for fluorescent tubes measuring 4' long or less
- Container for fluorescent tubes measuring more than 4' long and up to 8'

The following methods will ensure safe handling of all lamp types and minimize risk:

- The containers and packages must remain structurally sound and lack evidence of leakage, spillage or damage.
- Containers should be stored in such a way that they won't easily tip over or get damaged and should be protected from the elements.
- Stack a **maximum of 2 (two)** bulb boxes on top of each other to prevent lamp breakage.
- Do **NOT** stack material on top of the collection containers.
- Correctly sort and place the lamps in the appropriate containers to prevent shifting and breakage during transport.
- The lamps should be handled by their bases, not the glass portion and should be set down gently in the boxes or collection containers.
- Do not force fluorescent tubes in the collection container. If a tube does not slide into place within the container, the container is full.
- Keep the bulbs and shaped tubes separate from the linear tubes.
- Do not tape bulbs or tubes together or use rubber bands

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- Do not leave the lamps in a position or in an area where they can be easily broken
- Ensure boxes are filled to capacity (to prevent breakage during transport) but do not overfill boxes
- Once the containers are full, seal boxes with packing tape in preparation for ship-out. Ensure all seams are taped. (section 3.2).
- Any lamp that is broken must be cleaned up immediately using the spill procedure under the Section 4: Clean-Up Procedure for Broken Lamps.

Section 4: Clean-Up Procedure for Broken Lamps

4.1 Risks

Intact (unbroken) fluorescent lamps (CFLs and fluorescent tubes) and HID lamps pose no health risk. Mercury in fluorescent lamps is in vapour form and also with the phosphor powder which coats the inside of the light bulb. Broken lamps release the mercury, which can enter the body by absorption through the skin or by inhalation of the vapour.

HID lamps contain more mercury than fluorescent lamps (30 mg on average). The mercury is sealed in a sealed glass or quartz capsule (referred to as an “ampoule” or “arc tube”) within the lamp. If the capsule remains intact the mercury is contained. However, if the ampoule is broken mercury will be released to the ground.

In both cases a careful and prompt cleanup of the spill by the designated worker will minimize exposure to the staff, residents or businesses utilizing the collection site and to the environment. **A mercury spill must be treated as a serious safety concern.** Staff should be trained in the management of broken lamps and the use of a spill kit.

4.2 Clean-Up Directions

If a mercury-containing lamp is broken, please follow the instructions below:

- Leave the room.
- Avoid stepping on broken glass.
- Turn down the thermostat; mercury forms fumes when heated.
- Ventilate the room for **at least 15 minutes prior to starting clean-up** by opening windows and doors to the outdoors. This will ensure that the mercury vapour levels are reduced before you start cleaning.
- Refuse entry of any other person in the room before clean-up is completed.

These precautions should limit the amount of mercury vapour present in the room before you begin cleaning.

Clean-up instructions for hard surfaces and/or carpets and mats

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- Do **NOT** use a vacuum cleaner or broom to clean up the initial breakage, as this may spread the mercury vapour and dust throughout the area. In addition, mercury contamination may subsequently occur through vacuuming or sweeping.
- Wear disposable gloves to avoid direct contact with the mercury and to reduce the risk of cuts.
- Wear the supplied disposable mask.
- Scoop or pick up the broken pieces and debris with the two pieces of cardboard provided in the spill kit and place the glass and debris in the sealable plastic bag.
- Make sure to work from the outside of the spill to the centre.
- If an **HID lamp** has broken with a visibly broken ampule, see steps below.
- Use packing tape to pick up any remaining glass particles or powder.
 - Prepare several pieces of tape ahead of time to avoid contaminating the tape and to make cleaning easier.
- Take a piece of tape and place it with the sticky side facing out.
- Gently tap the contaminated area and repeat with a clean piece of tape until the contaminated area is covered. Place the used tape pieces into the sealable plastic bag.
- Wipe the contaminated area with a damp paper towel, damp cloth, or damp wipe, to remove any remaining particles.
- Place the broken glass and all clean-up materials in the plastic bag and seal it to further minimize the release of mercury vapour.
- **If an HID lamp has broken with a visibly broken ampule:**
- Use the cardboard to gather the beads of mercury. (Note: A flashlight held at a low angle in a darkened room can be used to find beads of mercury which can travel quite far on a hardened surface.)
- Use eyedropper to collect mercury and then squeeze carefully into a damp paper towel. Repeat this step as often as necessary to cover the affected area thoroughly. Place the paper towel into the sealable plastic bag
- Use packing tape to pick up any remaining glass particles, powder or smaller mercury beads.
 - Prepare several pieces of tape ahead of time to avoid contaminating the tape and to make cleaning easier.
- Take a piece of tape and place it with the sticky side facing out.
- Gently tap the contaminated area and repeat with a clean piece of tape until the contaminated area is covered. Place the used tape pieces into the sealable plastic bag.
- Wipe the contaminated area with a damp paper towel, damp cloth, or damp wipe, to remove any remaining particles. Residual mercury can be removed by wiping with vinegar followed by peroxide.
- Place the broken glass and all clean-up materials in the plastic bag and seal it to further minimize the release of mercury vapour.
- Once the clean-up effort is completed, place the sealed bags in a sturdy container (plastic container, glass jar etc.)

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- Label the container with the broken lamp(s) appropriately and then place the container in a bulb box.
- Wash hands thoroughly after storing and disposing of waste.

SOURCES :

Health Canada <https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/everyday-things-emit-radiation/compact-flourescent-lamps.html>

Environment Canada <https://www.canada.ca/en/environment-climate-change/services/pollutants/mercury-environment/products-that-contain/fluorescent-lamps.html>

US EPA [Mercury](#) | [US EPA](#)

4.3 Spill Kit

The Program can supply collection sites with a Spill Kit containing the following:

- Sealable plastic bags
- Packing tape
- Cardboard
- Eye dropper
- Disposable gloves
- Disposable masks

Section 5: Training

Collection site and collection event operators are responsible for training their employees so they can safely and effectively perform the responsibilities outlined in this Guideline.

All collection site workers must understand the information provided in this Guideline and provide a clear understanding of:

- The handling and management of lamps including but not limited to:
 - Potential hazards and risks associated with handling of lamps
 - Proper and safe handling of lamps
 - Ways to reduce risk
 - Safety and emergency procedures
- Spill/breakage cleanup procedures and management
- Any operations training and policies/procedures set by the Program
- The identification of which products are accepted and not accepted by the Program
- The completion of proper shipping documentation and record keeping

Newly hired employees must also be instructed on the information in this Guideline before they are permitted to handle lamps.

Collection site and collection event operators should schedule **regular** training sessions with staff members who have emergency response responsibilities. This will help staff to regularly practice the correct response actions and be informed up to date on recommended response measures.

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Section 6: Record Keeping and Reporting

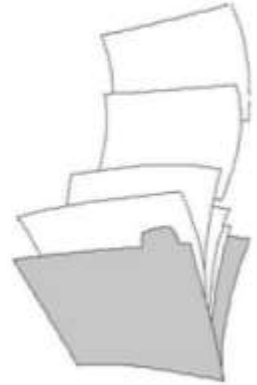
6.1 Training Records

Ensure that documentation is kept showing that staff have been trained on the information contained in this Guideline.

6.2 Reporting Incidents or Fines

The collection site will provide notice of the following to the Program:

- Any incidents that required the assistance of first responders within 24 hours of the occurrence; and
- Any regulatory orders or fines within 48 hours of receiving such orders or fines.



Product Care Recycling
180 Attwell Dr., Suite 380, Toronto, ON M9W 6A9
Tel : +1 (877) 592-2972 ext. 370 (toll-free)
Email : ontario@productcare.org

6.3 Incident Reporting

To report an incident involving **5 or more broken lamps**, please use the Incident Report Form (Appendix C) and provide the completed form to Product Care.

Section 7: Health & Safety



The Health and Safety section of this Guideline is a ***supplement*** to your facility's existing Occupational Health and Safety Manual and is not intended to replace any standards, acts or regulations required under Provincial or Federal legislation nor are this Guideline intended to relieve the collection site operator or workers of any obligations under this or other legislation.

This section only includes health and safety issues as they pertain to the Product Care Program and **NOT** the other services offered or activities conducted at your facility.

7.1 Lifting Hazards

Moving boxes of lamps requires bending and lifting which can cause injury if done incorrectly. Simple precautions should be used as a means of prevention.

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- When lifting, bring objects near to the body; do not try to lift at arm's length.
- Bend your knees and keep your back straight.
- Only lift what you can manage safely; ask for assistance if it is needed.

7.2 Mercury Hazards

While mercury is a highly toxic substance, only a very small amount is used in fluorescent lamps and HID lamps. **There is no risk to your health when the lamps are unbroken** but care needs to be taken if the lamps are broken. The best defense is to handle the lamps with care to avoid breakage. Should a lamp break, follow the procedure in Section 4: Clean-Up Procedure for Broken Lamps.

7.3 Broken Glass Hazards

The main risk with handling lamps is of getting cut with broken glass. As with the mercury hazard, preventing breakage is the most important way to avoid this. Should a lamp get broken, follow the procedure in Section 4: Clean-Up Procedure for Broken Lamps.

7.4 Safety Equipment

No safety equipment is required for the regular handling of intact (unbroken) light bulbs. The personal protective equipment (PPE) required to handle broken lamps is noted in Section 4: Clean-Up Procedure for Broken Lamps.

Appendix A – Collection Services Standard

The Product Care Collection Services Standard defines the minimum requirements for business and organizations to become approved and operate as a collection site or collection event under the Product Care Ontario Lighting Program. This standard intends to ensure that lamps are collected and handled in a manner that will adequately safeguard the environment and worker health and safety. It will also ensure that data is collected in order to track the materials. Product Care reserves the right to review and revise these standards on an on-going basis.

Background

Fluorescent lamps (CFLs and fluorescent tubes) and HID lamps are commonly used in households and businesses and are considered safe under normal conditions of use. However, fluorescent lamps and HID lamps do contain a very small amount of mercury, which is a highly toxic substance. The risk to health and the environment only occurs if the lamp is broken. For this reason lamps should be handled with care and precautions taken to avoid breakage¹.

Disclaimer

The Collection Services Standard is not intended to reduce or absolve collection sites or collection events from the responsibility of compliance with any federal, provincial and/or municipal legislation and regulations applicable to the management of fluorescent lamps, or the business operation of the collection site. Nor is it intended to constitute or to provide legal advice. It is the responsibility of the Collection Site to be aware of and abide by all such legislation and regulations.

General Requirements

All collection sites and collection events shall:

1. Possess a valid business license and/or is an incorporated and/or an otherwise validly existing business or municipality under the laws of Ontario in good standing and qualified to carry on business in Ontario;
2. Comply with all applicable federal, provincial and/or municipal legislation and regulations including but not limited to:
 - Ministry of the Environment and Climate Change, Environmental Compliance Approval (ECA);
 - Ontario Hazardous Waste Information Network registration requirements;
 - Ontario *Environmental Protection Act*, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - *Transportation of Dangerous Goods Act* (TDGA);
 - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, 2005 (EIHWHMR) under the Canadian Environmental Protection Act;

¹ Health Canada <https://www.canada.ca/en/health-canada/services/health-risks-safety/radiation/everyday-things-emit-radiation/compact-flourescent-lamps.html>

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- Occupational Health and Safety Act, R.S.O. 1990, c. O.1
 - Municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
3. Possess Comprehensive or Commercial General Liability Insurance including coverage for bodily injury, property damage, complete operations and contractual liability combined single limits of not less than \$5 million per occurrence, \$5 million general liability.
 4. Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.
 5. Ensure that internal procedures comply with the Guideline and that staff follow these procedures.

Collection Services Requirements

All collection sites and collection events shall:

1. In the case of collection sites, provide normal business hours of operation for the collection of lamps and in the case of collection events, meet the minimum duration required under the EEE regulation.
2. Provide personal service or guidance for residents or businesses dropping off. Drop-off in supervised areas with mechanisms or systems in place to minimize breakage and drop-off of non-program material may be possible if the collection site assumes responsibility and liability for onsite activities. Unsupervised, self-service drop off is not permitted
3. Ensure the storage area has sufficient space for safe storage, is protected from weather, and the floor is constructed of impervious material such as concrete
4. Ensure that unauthorized access to the premises and storage area is prohibited or restricted through security measures
5. Ensure that loading equipment is available for loading and unloading (at minimum pallet jack).
6. Ensure the storage area is not near sensitive areas such as drains
7. Have appropriate signage to inform the public that it is a collection site and have Program information available for the public
8. Only accept Program products as defined in the Guideline
9. Not use onsite size reduction or processing equipment for lamps
10. Provide notice to Product Care of any incidents that required the assistance of first responders within 24 hours of the occurrence. Provide notice of any regulatory orders or fines within 48 hours of receiving such orders or fines.
11. Not charge residents or businesses dropping off lighting for the program service – this is a FREE service.
12. Keep Program materials segregated from any non-program products lamps that may be returned to the Collection Site as part of a separate service the site may offer. If the site chooses to offer a service for non-program products, the site assumes all liability associated with those materials.

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Occupational Health & Safety

All collection sites and collection events shall:

1. Comply with all applicable health and safety regulations, including but not limited to the Provincial Occupational Health and Safety Act.
2. Possess written procedures to systematically manage environmental, health and safety matters such as but not limited to accidents, fires and spills
3. Implement and maintain proper lamp handling and safe housekeeping procedures to ensure minimal risk of breakage
4. Provide adequate training for all employees to ensure safe and proper handling of lamps
5. Document health and safety training
6. Provide and enforce correct use of required personal protection equipment
7. Implement spill/breakage cleanup procedure when needed and maintain equipment/supplies according to depot manual
8. Implement and maintain an emergency response plan

Training

All collection sites and collection events shall ensure that all staff are trained in:

1. The handling and management of lamps including but not limited to:
2. Potential hazards and risks associated with handling of lamps
 - Proper and safe handling of lamps
 - Ways to reduce risk
 - Safety and emergency procedures
 - Emergency response plan
3. Spill/breakage cleanup procedures and management
4. The operations training program and policies/procedures set by the program
5. The identification of which lighting products are accepted and not accepted by the Program
6. The completion of proper shipping documentation and record keeping
7. All such training is documented.

Record Keeping

Maintain all records and documentation including applicable manifests, bills of lading, waste records, training records, and other data as required for a minimum of 2 (two) years.

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Appendix B – Accepted Program Products

The list below contains examples of lighting products that are accepted and not accepted in the Program. Please note that this list is not exhaustive. If you have any questions about whether certain lamps are included in the Program, please contact Product Care:



Tel: +1 (877) 592-2972 ext. 370 (toll-free)

Email: ontario@productcare.org

Accepted Program Lighting

Fluorescent tubes (all shape, lengths)

Includes all diameters and shaped fluorescent tubes, UV-A, UV-B, UV-C / Germicidal lamps and tubes, and tubular induction lamps (circular, square, U etc.)



Compact Fluorescent Lights (CFLs)/ Screw – In Induction Lamps

Fluorescent bulbs including pin-type sockets, covered CFLs and screw-in induction lamps.



High Intensity Discharge (HIDs), Special Purpose and Other

Includes all HID technologies, such as High Pressure Sodium (HPS), Low Pressure Sodium (LPS), Mercury Vapour and Metal Halide, as well as UHP replacement lamps (projector etc.), neon replacement lamps, etc.



Halogen/Incandescent

Filament lamps of all shapes, and sizes.

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LED

LED bulbs including pin-type or screw-in bulbs, LED tubes of all lengths and shapes, and other lamps/bulbs used for specialty purposes or industrial lighting applications (e.g. LED HID replacement lighting).



Miniature bulbs

LED, incandescent, halogen or neon miniature bulbs that are typically designed and sold as replacement bulbs for applications such as: portable lighting (i.e., handheld flashlights), indicating, signaling, signage, emergency, electronic displays, automotive and transportation and decorative lights.



Non-Program Lighting and Products

This list contains examples of products that are not accepted under the Program. Please note that this list is not exhaustive.

Fixtures



Ballasts



String lights

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Batteries



Smoke & CO Detectors



INITIALED BY MUNICIPALITY: _____

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Appendix C - Incident Report Form

Only fill out this incident report if five (5) or more lamps were broken at one time.

Collection Site Name _____

Address _____

Telephone Number _____

Date of Incident _____

Time of Incident _____

of Lamps Broken ☐ Five (5) ☐ Six (6) to nine (9) ☐ 10+ ☐ Box dropped

If the box dropped and resulted in broken glass, please answer the following questions:

Did any broken glass spill onto the floor? ☐ Yes ☐ No

Did the box drop during: ☐ Packing ☐ In-store movement ☐ Shipping

Please describe the incident (use additional paper if needed):

Was staff wearing protective gear to clean up? ☐ Yes ☐ No

Was anyone injured? ☐ Yes ☐ No

If yes, please attach a copy of the WCB Form and Record to this report.

What are your suggestions to help prevent this type of incident from happening in the future?

Please complete the information and e-mail the completed for (and other forms if applicable) to
Product Care.

Product Care contact information:

EMAIL: ontario@productcare.org

PHONE: 1-877-592-2972 ext. 370 (Toll Free)

Employee Name _____

Signature _____

Manager Name _____

Signature _____

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THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3699-2024

A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL OF THE TOWNSHIP
OF AUGUSTA AT ITS MEETING HELD ON MARCH 25, 2024

WHEREAS section 5(1) and 5(3) of the Municipal Act S.O. 2001 c.25 states that a municipal power including a municipality’s capacity, rights, powers and privileges under section 9 shall be exercised by By-Law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Augusta at this meeting be confirmed and adopted by By-Law;

NOW THEREFORE the Council of the Corporation of the Township of Augusta hereby enacts as follows that:

1. The action of the Council of the Corporation of the Township of Augusta at its meeting held on March 25, 2024 in respect of each recommendation contained in the report of the Committees and each motion and resolution passed and other action taken by Council of the Corporation of the Township of Augusta at its meeting be hereby adopted and confirmed as it fall such proceedings were expressly embodied in the By-Law.
2. The Mayor and the proper officers of the Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf, and the said Clerk is hereby authorized and directed to affix the Corporate Seal of the Municipality to all such documents.

Read a first, second, and third time and finally passed this 25th day of March, 2024.

MAYOR

CLERK