

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 TOWN OF ESPANOLA
("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.

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.

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.

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 RPR, 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 RPR 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 RPR for the Program Material.
 - (iii) The Municipality shall ensure that (iii) Program Material received at Collection Services is transported to a Processor.

- 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

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,

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

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.

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:

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:

Assistant Manager of Public Works
CORPORATION OF THE TOWN OF ESPANOLA
100 Tudhope St., Espanola, ON, Canada, P5E 1S6,
jyusko@espanola.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

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.

- 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

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.

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 TOWN OF ESPANOLA

by: _____

Name: _____

Title: _____

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
N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

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
Collection Events	1	Espanola	X

* 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

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	N/A
CFL	Unit	N/A
Fluorescent tubes <= 2ft	Unit	N/A
Fluorescent tubes > 2ft <= 4ft	Unit	N/A
Fluorescent tubes > 4ft	Unit	N/A
HID and Other	Unit	N/A

Initials	Date

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	\$2400

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

SCHEDULE “B” – Collection Services Guidelines and Standards

Product Care Ontario Lighting Collection Services Guidelines and Standards

Guideline Overview.....	2
Ontario Lighting Program Overview	3
Section 1: Program Products	3
Section 2: Collection Services Set-Up	5
2.1 Quantity of Accepted Products per Visit at Collection Sites	5
2.2 Duration of Collection Events	5
2.3 Receiving Program Products	6
2.4 Storage Location	6
2.5 Public Access	7
2.5 Security	7
2.6 Signage and Brochures	7
Section 3: Handling, Packing & Arranging Transport.....	7
3.1 Program Materials Provided	7
3.2 Assembling Empty Boxes	7
3.3 Handling and Sorting Lamps into Containers	8
Section 4: Clean-Up Procedure for Broken Lamps.....	9
4.1 Risks	9
4.2 Clean-Up Directions.....	9
4.3 Spill Kit	11
Section 5: Training.....	11
Section 6: Record Keeping and Reporting	12
6.2 Reporting Incidents or Fines.....	12
6.3 Incident Reporting.....	12
Section 7: Health & Safety	12
7.1 Lifting Hazards	12
7.2 Mercury Hazards	13
7.3 Broken Glass Hazards	13
7.4 Safety Equipment.....	13
Appendix A – Collection Services Standard	14
Appendix B – Accepted Program Products.....	17
Appendix C - Incident Report Form	20

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

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 inquires 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.

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.

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

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

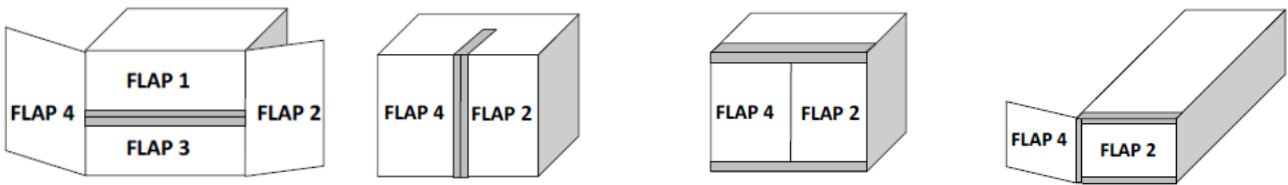
Based on your needs, Product Care or its authorized partners can provide:

- 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).

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

- 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

- 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.)

- 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.

Section 6: Record Keeping and Reporting

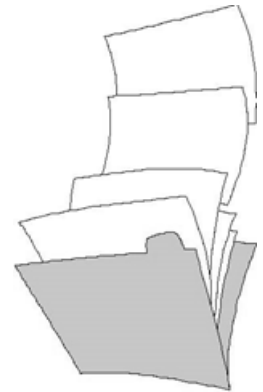
6.1 Training Records

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.



- 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 (EIHWHRMR) 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>

- 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.

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.

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.



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



Batteries



Smoke & CO Detectors



INITIALED BY MUNICIPALITY: _____

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 _____