

MUNICIPALITY OF THE DISTRICT OF ARGYLE <b>POLICY AND ADMINISTRATION MANUAL</b>	REFERENCE NUMBER _____
SECTION <b>PROCEDURE AND ORGANIZATION OF COUNCIL</b>	SUBJECT <b>COMMUNITY LITTER  CLEAN UP PROGRAM</b>

## 1. PURPOSE

1.1 The propose of this policy is to provide guidance in the management and prevention of litter in the Municipality of Argyle, and the participation on the part of the applicant to our Community Litter Clean-up Committee of Council.

## 2. POLICY OBJECTIVE

2.1. It shall be the policy of the Municipality of Argyle to offer an incentive to non-profit groups taking part in the Nova Scotia Department of Transportation and Public Works (formerly NS TIR) Litter Clean-up Program to clean litter from the ditches within the Municipality of Argyle.

2.2. Preference will be given to groups within the Municipality.

## 3. PROCEDURE AND RESPONSIBILITIES

3.1. All groups must complete an application (Schedule A)

3.2. Litter collected must be separated into recyclables, organics, and residual waste.

3.3. Waste will be picked up and disposed of by representatives of the Municipality of Argyle.

3.4. Any recyclable materials such as cans and bottles may be collected and taken away by the group as a fundraiser

3.5. The section and distance of highway identified by the non-profit group must be inspected by Municipal officials prior to the clean-up taking place.

3.6. Municipal officials will do an inspection prior to the clean-up to determine the amount of litter in the area and whether clean-up is required.

3.7. Municipal officials shall provide safety equipment to the organization, including but not limited to an appropriate number of safety vests, waste collection utensils, and waste bags. NS Department of Transportation and Public Works indicates additional safety gear in Schedule D.

a) The following is a greater list of safety tips that are to be followed

3.7.a.1. Wear gloves at all times, and dress appropriately for the weather.

3.7.a.2. Wear sturdy footwear (no open toed shoes), hat, sunscreen, and insect repellent. Stay hydrated and use proper hygiene especially after the clean-up.

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3.7.a.3. Prior to clean-up, please familiarize yourself with the location.

3.7.a.4. Do not ever pick up needles/syringes, glass, sharp, heavy, or oversized objects or hazardous waste. If in doubt, leave the item for the Municipal Official, and contact us to assess whether it can be handled by us.

3.7.a.5. Do not compress garbage or reach into containers with hands or feet.

3.7.a.6. Do not wade into the water to retrieve items.

3.7.a.7. Avoid walking in the road, or on steep encampments, and contact a Municipal Official to report the location for clean-up.

3.7.a.8. Do not trespass on private property.

3.7.a.9. Do pick up litter only during daylight hours.

3.7.a.10. Do work with a partner or group of people and ensure one carries a cell phone.

3.8. Municipal officials shall reserve the right to inspect during the clean up to ensure that safety practices are being followed. Failure to follow safety practices may result in the group not being considered for future litter clean up events.

3.9. Preference should be given to clean up in the spring prior to spring growth, and the fall after foliage has fallen.

3.10. Immediately following the clean-up another inspection will be carried out. If Municipal officials are satisfied that the area has been adequately cleaned of debris, then the incentive will be paid.

#### 4. LEVEL OF FUNDING

4.1. The level of funding per kilometre, total number of kilometres approved and the total budget for the program will be determined by council on an annual basis.

4.2. Unless provided otherwise by motion, non-profit groups will be paid \$200.00 per kilometre for cleaning both sides of the highway, up to 3 full kilometres (both sides).~~For 2020-2021, non-profit groups will be paid \$200.00 per kilometre for cleaning both sides of the highway, up to 6kms.~~

4.3. The total number of approved kilometres shall not exceed 100 kilometres for any given fiscal year, and the project administrator shall recommend clean-up for both Spring and Fall clean up, staying within this limit.

4.4. A minimum of 1 km must be cleaned to qualify for the incentive.

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4.5. Payment will be made to non-profit groups holding the permit issued by the Nova Scotia Department of Transportation and Public Works.

4.6. A copy of the permit issued by the Department of Transportation must be provided to the Municipal Office prior to clean-up.

## 5. LIABILITY

5.1. Insurance Liability shall remain exclusively with the Municipality of the District of Argyle, provided that the applicant complies with Section 5.2 below.

5.2. The non-profit groups shall at all times be considered to be members of an ad hoc Committee of Council, named the Community Litter Clean-up Committee

a) The group shall select its representative through the application process and shall be accountable to this Committee for all actions and activities. The Committee shall rely on administration for advisory services, including the recommendation to engage these groups for the clean-up process.

b) Two members of Council shall be named to this committee, and the approval of this policy shall act as a resolution of Council confirming its commitment to support this project, and the members of the committee.

c) The committee shall be formed once a year, with applicants and membership changing each year, depending on the applicant.

d) Each group shall, as part of their original application, name the volunteers that will act on behalf of this group, and who shall sit on the committee on its behalf. Volunteers shall be deleted or added at any time after the application by the applicant. Please see Schedule B for the usable form.

e) It shall be the policy of the Municipality that each group shall execute a waiver to this effect, and individually sign and date the waiver in accordance with our policy, as per Schedule C..

5.3. ~~shall have assumed all liability for the service provided, which liability shall extend to, but not be limited to, any and all injuries which may occur to all persons engaged by them to perform the work agreed to as well as to third parties which may be injured or to property which may be damaged as a result of the services performed by the non-profit groups.~~

5.4. ~~Groups that participate in this program shall provide proof of insurance to ensure this activity shall be insurable by the organization in the unlikely event of injury or loss.~~

5.5. ~~It shall be the policy of the Municipality to have executed a waiver to this effect by a~~

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~~representative of the non-profit group. (Schedule B)~~

**5.6.** NS Department of Transportation and Infrastructure and Renewal permits are enclosed (Schedule D).



# Schedule A

## Application



### Municipality of Argyle Not for Profit Community Litter Cleanup

Date \_\_\_\_\_

Group name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ District and/or Councilor name: \_\_\_\_\_

Requested area to be cleaned: \_\_\_\_\_

Purpose of fundraiser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For office use only:**

Municipality of Argyle Waiver

Department of Transportation Permit

Non-profit/Charitable Group

Supplies provided: bags  \_\_\_\_\_

Signs  gloves  \_\_\_\_\_

vests  \_\_\_\_\_

pickers  \_\_\_\_\_

Section of highway to be cleaned: \_\_\_\_\_

Date and time of cleanup: \_\_\_\_\_

Location of garbage to be picked up: \_\_\_\_\_

\_\_\_\_\_  
Authorization



# Formulaire d'inscription



## Municipalité d'Argyle Nettoyage communautaire Sans but lucratif

Date \_\_\_\_\_

Organisme: \_\_\_\_\_ Personne contacte: \_\_\_\_\_

Adresse postale : \_\_\_\_\_

N° de téléphone : \_\_\_\_\_ District et/ou nom de votre conseiller: \_\_\_\_\_

Route suggéré à nettoyer : \_\_\_\_\_

Raisons pour le prélèvement de fonds:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Veillez inclure la documentation soutenant votre statut comme organisme charitable sans but lucratif.*

### Réservé au bureau:

Renoncé de la Municipalité d'Argyle

Fournis: sacs

Permis de Transports

gants

Organisme sans but lucratif

Section de la route à nettoyer: \_\_\_\_\_

Date et heure du nettoyage: \_\_\_\_\_

Date déchets ramassés: \_\_\_\_\_

\_\_\_\_\_  
Autorisation

Schedule B



Municipality of the District of Argyle

Community Litter Cleanup Incentive Program

List of participants

Name	Civic Address	Signature	Date
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____

The participants herein signed above have read, understood and shall follow the regulations of the Municipal Policy and understand and have read the NS Transportation and Public Works Adopt a Highway clean up permit in its entirety.

# Schedule C



## Community Litter Cleanup Incentive Program

### **Release of Liability agreement, waiver of claims, assumptions of risks and indemnity agreement. Please read Carefully.**

Non Profit Organization Name: \_\_\_\_\_  
(Please print)

Stretch of road to be cleaned: \_\_\_\_\_  
(Please print)

Date of cleanup: \_\_\_\_\_

It is understood that in consideration of the Municipality paying the \_\_\_\_\_ (The Organization) for the cleaning up of the stretch of road identified herein. The Organization has been selected and understands that the Organization is a member of the Community Litter Clean Up Committee of Council.

The Organization shall defend, indemnify and save harmless the Municipality of the District of Argyle, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or wilful misconduct of the Organization, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this activity. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the non-profit organization in accordance with this activity and shall survive this Contract.

The Organization agrees to defend, indemnify, and save harmless the Municipality of the District of Argyle from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Organization's status with the WCB. This indemnity shall be in addition to and not in lieu of any proof of WCB status and compliance to be provided by the Organization in accordance with this activity and shall survive this Activity.

per: \_\_\_\_\_  
Organization \_\_\_\_\_  
Date: \_\_\_\_\_

per: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

**The Organization, through the signature above, agrees to the terms of this document, including the waiver of certain rights, including the right to sue,**



## Schedule D



**Adopt-A-Highway Group**                      **Other Group**  
 Do you require replacement recognition signs? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Number of kilometers adopted? \_\_\_\_\_  
 Number of volunteers performing clean-up? \_\_\_\_\_

### ADOPT-A-HIGHWAY LITTER CLEAN-UP PERMIT

THE \_\_\_\_\_ IS HEREBY PERMITTED TO CLEAN UP LITTER, SUBJECT TO  
   GROUP'S NAME  
 THE CONDITIONS SET OUT ON THE INFORMATION SHEET (SEE REVERSE).

THE APPLICANT, \_\_\_\_\_ ADVISES THAT THEY WILL BE COLLECTING  
 LITTER

GROUP REPRESENTATIVE

ON \_\_\_\_\_ IN \_\_\_\_\_ ON \_\_\_\_\_  
   ROAD NAME OR NUMBER                      TOWN / COMMUNITY                      DATE

SECTION OF ROAD: \_\_\_\_\_

LITTER COLLECTED BY THE GROUP WILL BE TAKEN TO \_\_\_\_\_. ( see Conditions  
 on reverse for more information).

\_\_\_\_\_  
 SIGNATURE                      DATE                      CONTACT TELEPHONE NO.                      APPLICANT

#### THIS SECTION TO BE FILLED OUT BY DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE RENEWAL (TIR)

<u>Items</u>	# Supplied	# Returned
<i>Safety Vests</i>		
<i>Garbage Bags</i>		
<i>Flagging Tape</i>		

\_\_\_\_\_  
 TIR BASE REPRESENTATIVE SIGNATURE  
  
 \_\_\_\_\_  
 BASE PHONE NUMBER

**NOTE:** All serious incidents are to be reported to the TIR  
 base representative as soon as possible.

#### COLLECTION SUMMARY (to be filled out by Applicant/Group)

AMOUNT OF TIME SPENT ON CLEAN-UP \_\_\_\_\_  
 TOTAL NUMBER OF BAGS OF LITTER COLLECTED \_\_\_\_\_  
 TOTAL NUMBER OF BAGS OF RECYCLABLES COLLECTED \_\_\_\_\_  
 ANIMAL CARCASSES (PLEASE FLAG) YES \_\_\_\_\_ NO \_\_\_\_\_  
 HAZARDOUS SUBSTANCES/CONTAINERS (PLEASE FLAG) YES \_\_\_\_\_ NO \_\_\_\_\_  
 OTHER FINDS: \_\_\_\_\_

**ATTENTION ADOPT-A-HIGHWAY VOLUNTEER GROUPS:**

1. TO MAKE ARRANGEMENTS FOR YOUR CLEANUP, COMPLETE THE APPLICANT'S SECTION, AND EMAIL TO YOUR LOCAL DEPARTMENT OF TIR DEPOT OR OFFICE.
2. A COPY OF THIS PERMIT IS TO BE KEPT ON SITE DURING EACH LITTER CLEAN-UP.
3. ALL GROUPS WILL ADVISE THE LOCAL RCMP OF THE CLEAN-UP DATE.
4. ALL GROUPS WILL REVIEW AND COMPLY WITH THE CONDITIONS AND SUGGESTIONS (PAGE 2) BEFORE EACH CLEAN-UP.
5. AFTER THE CLEAN UP IS COMPLETE, FILL OUT THE COLLECTION SUMMARY ABOVE AND SEND A COPY OF THIS PERMIT TO THE AAH PROGRAM. **EMAIL:** [aah@eastlink.ca](mailto:aah@eastlink.ca)  
**FAX:** (902)-843-1030, **OR MAIL:** SUITE 207, 90 RESEARCH DRIVE, BIBLE HILL B6L 2R2



**Transportation and  
Infrastructure Renewal**

**LITTER CLEAN-UP CONDITIONS & SUGGESTIONS**

These Conditions & Suggestions apply to both Adopt-A-Highway and non Adopt-A-Highway groups.

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**Conditions**

All participants must be 12 years of age or older. Every six participants aged 12-17 require one adult supervisor (18 years or older).

A trained individual with a First Aid kit # 2 is to be at the litter clean up site. No litter clean up is to be performed until every member of the group is wearing a safety vest which is provided by or approved by Transportation and Infrastructure Renewal.

The litter clean up operation is to proceed along one side of the adopted highway section at a time and within the limits of this section. All vehicles are to park on side roads or in parking areas behind the ditch line.

All volunteers must confine their activities to the ditch or behind the ditch line except to deposit full litter bags on the shoulder of the road for later pick-up.

The group may be responsible for picking up litter bags that day and transporting them to an approved landfill or pre-arranged site. Please call the appropriate TIR base to check if staff are available to pick up the litter bags. During the clean up, a responsible person must see that all materials, substances, containers and large animal carcasses not suitable for removal by the members of the group are marked with a coloured ribbon on a stake or near the shoulder of the road.

All safety vests, unused litter bags and flagging materials must be returned to the TIR base on the next working day after the litter clean up.

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## Suggestions

Young volunteers should receive close supervision. Keep in mind that children do not see the world from a driver's perspective. In addition to wearing safety vests, volunteers are encouraged to wear CSA approved safety boots; CSA approved hard hats; gloves; long pants and long-sleeved shirts.

All objects should receive appropriate care when handled. Proper consideration should be given to the types of material that various ages of volunteers should pick up and place in the litter bags. For example, a child should not touch a car battery while a more mature member of the group, who is familiar with the danger of acid spills, might be able to handle it.

If in doubt – flag it! Any suspicious or unfamiliar objects should be flagged and left alone. This is particularly true for medical waste of any kind.

Any recyclable materials such as cans and bottles can be collected and taken away by the group as a fundraiser.

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**The Purpose of these Conditions & Suggestions is to Ensure the Safety of Volunteers and Motorists Alike.**

Chief Administrative Officer's Annotation for Official Policy Book

Date of Notice to Council Members  
Of Intent to Consider [7 days minimum]: April 16, 2020

Date of Passage of Current Policy: April 28, 2020

I certify that this Policy was adopted by Council as indicated above.

Original Signed

Warden

October 22, 2020

Date

Original Signed

Chief Administrative Officer

October 23, 2020

Date