



POLICY AND ADMINISTRATION MANUAL	REFERENCE NUMBER: C39
SECTION: COUNCIL POLICY	POLICY TITLE: COMMUNITY LITTER CLEAN UP PROGRAM

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 if necessary. Stay hydrated and use proper hygiene especially after the clean-up.

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



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- 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 the clean-up.
 - 3.7.a.8. Do not trespass on private property.
 - 3.7.a.9. Pick up litter only during daylight hours.
 - 3.7.a.10. 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 the spring growth, and the fall after the foliage has fallen.~~

New 3.9. Groups must apply by April 15 each year to do a clean-up and complete the clean up prior to July 1 of each year.

- 3.10. Immediately following the clean-up, an 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 kilometer, total number of kilometers 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 per kilometer for cleaning both sides of the highway, up to ~~3~~ **5** full kilometers.



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- 4.3. The total number of approved kilometers shall not exceed ~~100~~ 125 kilometers 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 kilometer must be cleaned to qualify for the incentive.
- 4.5. Payment will be made to non-profit groups holding the permit issued by the Nova Scotia Department of Public Works.
- 4.6. A copy of the permit issued by the Department of Public works must be provided to the Municipal Office prior to the 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, names the Community Litter Clean-Up Committee.
 - a. The group shall select its representative through the application process and shall be accountable for 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 this 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 process, 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.
 - 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.



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

SCHEDULE A

Application

Municipality of Argyle Non-Profit Community Litter Clean Up

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:

Signs

bags

gloves

vests

pickers

Section of highway to be cleaned: _____

Date and time of cleanup: _____

Location of garbage to be picked up: _____

Authorization



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Schedule B
 Municipality of the District of Argyle
Community Litter Cleanup Incentive Program
 List of participants



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



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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 willful 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: _____

per: _____



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Organization _____
Date: _____

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.

Chief Administrative Officers' Annotation for Official Policy Record	
Date of Notice to Council Members of Intent to Consider (7-days minimum)	
Date of Passage of Current Policy	
Date of Notice to Council Members of Intent to Consider – Amendment	
Date of Passage of Current Policy - Amended	
I certify that this policy was adopted by Council as indicated above.	
_____	_____
Warden	Date
_____	_____
Chief Administrative Officer	Date