



# School Spring Litter Pick-Up Program Agreement

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

The Corporation of the County Of Grey  
(referred to in this Agreement as “the County”)

- and -

\_\_\_\_\_,  
*Name of legal entity (e.g. School Board Name)*

As represented by the \_\_\_\_\_,  
*(Name of School)*  
(referred to in this Agreement as “the School”)

The County’s School Spring Litter Pick-Up Program is a public service program for schools to pick up litter along County road rights-of-way. It lets schools contribute to a cleaner and more beautiful county road system, protects the environment, and earns money for school programs.

The parties agree as follows.

## 1.0 Schedules

1.1 This Agreement includes the following schedules:

- Schedule A Location and Details Approval
- Schedule B Responsibilities of the School
- Schedule C Participant Guide

## 2.0 Term and Termination

- 2.1 This Agreement is effective as of the date all parties have signed the agreement and will end no later than June 30, 20\_\_\_\_.
- 2.2 The School may terminate this Agreement by giving written notice to the County of its intention to terminate.
- 2.3 The County may terminate this Agreement:

- a) in the event of a breach by the School of any of the terms and conditions of this Agreement,
- b) if the County determines that continuing with the scheduled roadside clean-up would jeopardize public safety in any way, or
- c) if the County's School Spring Litter Pick-Up Program is discontinued.

### 3.0 Responsibilities of the School

- 3.1 Additional responsibilities of the School are contained in Schedule B Responsibilities of the School.

### 4.0 Responsibilities of the County

- 4.1 The County will review the responsibilities of the School with the School's designated contact person.
- 4.2 The County will supply and deliver safety vests, garbage bags, gloves, and road safety signage to the School. The County will pick up the safety vests, gloves and road safety signage following the clean-up.
- 4.3 The County will notify the appropriate municipality(ies) and emergency services of the planned roadside clean-up activities before the clean-up date.
- 4.4 The County will pick up the filled garbage bags from the roadsides and dispose of them unless other arrangements have been made by the School and approved by the County.
- 4.5 The County will provide a donation to the School of \$ \_\_\_\_ per County road kilometer cleaned (both sides) under this Agreement. The donation will be given to the School after the roadside clean-up services have been provided.

### 5.0 Insurance Requirements

- 5.1 The School will, at its own expense, obtain and keep in force during the term of this Agreement, liability insurance satisfactory to the County, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
  - a) Commercial General Liability with a limit of liability of not less than \$5,000,000/occurrence,
  - b) Grey County shall be named as an additional insured including a provision for cross liability, and
  - c) Thirty days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage's will be given in writing to the County.

- 5.2 Before performing the roadside clean-up activities under this Agreement, the School will provide the County with a certificate of insurance including the requirements listed in clause 5.1.
- 5.3 Each party will immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to activities under this Agreement.

## 6.0 Health & Safety, WSIB

- 6.1 The School confirms that it has Health and Safety policies and procedures in place with respect to the performance of the specific services which it is responsible to perform under this Agreement, and agrees to provide those policies and procedures to the County upon request.
- 6.2 The School shall have the required WSIB coverage or insurance for, and shall pay all costs associated with workplace accidents including all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB) or insurance company, as applicable, its own employees.

The School shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy and/or proof of exemption from WSIB.

- 6.3 The School shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation as well as the County's workplace health and safety policies and all other legal obligations with respect to worker health, safety and treatment and the Service Provider hereby agrees to indemnify and hold the County, its elected officials, officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the Service Provider's failure to comply with such laws, regulations, policies and obligations.

## 7.0 Privacy and Confidentiality

- 7.1 The School and the County acknowledge that any personal information that is provided for the purpose of creating records is given to the School in confidence and is protected by applicable privacy legislation. The County agrees that personal information in records delivered to it by the School shall be used for the limited purposes intended and allowable. Any personal information obtained from the School for such purposes shall be protected under the terms of applicable privacy legislation.

## 8.0 Notice

- 8.1 Notices under this Agreement must be in writing and delivered to the parties at the following addresses:

For the County:

Delivered to Transportation Services Department,  
County of Grey Administration Building  
595 9th Ave E., Owen Sound, ON N4K 3E3  
Faxed to: 519-376-8998  
Emailed to: [roads@grey.ca](mailto:roads@grey.ca)

For the School:

Delivered to:  
Faxed to:  
Emailed to:

## 9.0 Governing Law

- 9.1 This Agreement is governed and interpreted by the laws of the Province of Ontario and the laws of Canada. The courts of Ontario have jurisdiction over any matter related to this Agreement.

## 10.0 Adherence to Laws

- 10.1 The School agrees to follow all applicable federal and provincial laws in carrying out the terms of this Agreement.

## 11.0 Severability

- 11.1 Each of the clauses in this Agreement is distinct and severable. If any clause is found to be invalid or not enforceable, it will not affect the validity or enforceability of the other clauses in this Agreement.

## 12.0 Entire Agreement

- 12.1 This Agreement and its schedules is the entire agreement between the parties with respect to the School Spring Litter Pick-up Program for the year and the date of execution of this Agreement, and replaces all prior written or verbal agreements, understandings, negotiations and discussions.

## 13.0 Amendment of Agreement

- 13.1 This Agreement can only be changed by a written document signed by both parties.

## 14.0 Successors and Assigns

- 14.1 This Agreement benefits and binds the parties and their respective successors and permitted assigns.
- 14.2 Neither party may assign all or any part of this Agreement without the written approval of the other party.

## 15.0 No Partnership

- 15.1 Nothing in this Agreement means that a partnership, joint venture or employment relationship exists between the County and the School or the School's employees, students or volunteers.

## 16.0 Dispute Resolution

- 16.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation between the parties.

## 17.0 Survival of Terms

- 17.1 The terms under Sections 6.3 (indemnification) and 7 (privacy and confidentiality) shall survive the expiration/termination of this Agreement.

The County and the School, intending to be legally bound, have executed this Agreement on the date first written above.

### **The Corporation of the County Of Grey**

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Warden:

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Clerk:

We have the authority to bind the Corporation.

### **Name of Legal Entity (e.g. School Board Name)**

**As represented by the  
(Name of School)**

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Principal:

I have the authority to bind the School.



# Schedule A Location and Details Approval

School:

Phone:

Email:

Principal:

On-Site Lead:

Number of Students:

Number of Supervisors:

Clean-up Date:

Rain Date:

**Attach a list of Grey road locations and/or a map with the road sections highlighted.**

\_\_\_\_\_  
Grey County Approval

\_\_\_\_\_  
Date

**PATROL USE ONLY**

Safety signage:      Amount supplied                      Amount picked up

Safety vests:        Amount supplied                      Amount picked up

Gloves:              Amount supplied

Garbage bags:      Amount supplied

Number of Filled Garbage Bags Picked Up

Number of Hazards with Flags picked up

\_\_\_\_\_  
Area Foreman

\_\_\_\_\_  
Date



Grey  
County

## School Spring Litter Pick-Up Program Agreement Schedule B Responsibilities of the School

Use this section of the agreement as a checklist.




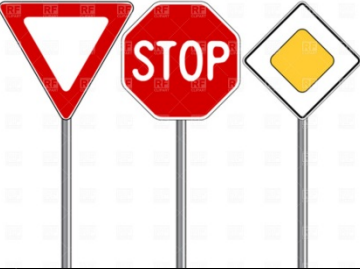


The School will:

1.0	Comply with all terms and conditions of the School Spring Litter Pick-Up Program Agreement. The <b>Principal</b> of the School designates the main point of contact at the School with the County with respect to activities under this Agreement.
2.0	<p>Assign an <b>On-Site Lead</b> to be the main contact during the litter pick up. Ensure the On-Site Lead:</p> <ul style="list-style-type: none"> <li>a) Is familiar with all aspects of the School Spring Litter Pick-Up Program</li> <li>b) Manages the event on-site</li> <li>c) Arranges transportation, parking parallel to the road on the side where the litter is being picked up</li> <li>d) Has transportation available in case of emergency</li> <li>e) Carries a cell phone.</li> <li>f) Knows the name of the road, local municipality, closest 911 number and route to nearest hospital</li> <li>g) Brings a first-aid kit to the site and makes sure proper medical care is given as needed including managing a critical injury*: <ul style="list-style-type: none"> <li>i) Notifies the School/School Board immediately as per School Board protocols and follows School/School Board protocols for responding to a critical injury</li> <li>ii) Arranges transportation of injured person to the hospital</li> <li>iii) Secures the scene of injury for Ministry of Labour investigation</li> <li>iv) Notifies Grey County**</li> <li>v) Notifies the Ministry of Labour</li> </ul> </li> </ul> <p>*A <b>critical injury</b>, as defined by Ontario Regulation 834, is an injury to a person of a serious nature that places life in jeopardy (i.e. produces unconsciousness, results in a substantial loss of blood, involves the fracture of leg or arm, but not finger or toe, involves the amputation of leg or arm, hand or foot, but not finger or toe, consists of burns to major part of body, causes the loss of sight in one eye).</p> <p>**Contacts the County at 519 376-7337 as soon as medical treatment has been started. The School will work with The County to complete a Critical Injury Report Form.</p> <ul style="list-style-type: none"> <li>h) Reports all non-critical injuries and/or incidents to Grey County Transportation staff at 519 376-7337</li> </ul>

3.0	<p>Assign one <b>Adult Supervisor</b> for every five minor participants. Ensure the supervisor is a responsible adult over the age of 18 and who is present in the group. Ensure Adult Supervisors:</p> <ul style="list-style-type: none"> <li>a) Supervise up to five participants</li> <li>b) Are aware of all participant obligations/training/requirements</li> <li>c) Make sure the participants follow the laws and safety rules</li> <li>d) Immediately report any injury to the On-Site Lead</li> </ul>
4.0	<p>Ensure all <b>Participants</b>:</p> <ul style="list-style-type: none"> <li>a) Perform roadside clean-up services by picking up garbage or litter from the approved location</li> <li>b) Place the filled garbage bags two metres from the edge of the pavement unless other arrangements for the disposal of the bags have been approved by the County</li> <li>c) Obey and abide by all applicable laws and regulations while they are within the County road right-of-way</li> <li>d) Know how to identify hazardous material</li> <li>e) Know not to touch hazardous material</li> <li>f) Understand the safety instructions for roadside clean up</li> <li>g) Have reviewed, understand and have a copy of the Litter Clean-Up Participant Guide Schedule C</li> <li>h) Know who their Adult Supervisor is</li> <li>i) Know what to do in case of an injury</li> </ul>
5.0	<p>Review the route noting areas of high traffic, limited visibility and changes the weather may make.</p>
6.0	<p>Accept full responsibility for the activities of its roadside clean-up Participants, Adult Supervisors and On-Site Lead while they are performing any and all activities under this Agreement.</p>
7.0	<p>Use the supplies dropped off by the County and have the supplies ready for the County to pick up the morning after the event.</p>
8.0	<p>Provide all additional safety equipment needed over and above the supplies provided by the County.</p>
9.0	<p>Place the road safety signage provided by the County two metres from the edge of the pavement and at least 100 metres before the start point and past the finish point of the clean-up area.</p>
10.0	<p>Make sure that roadside clean-up services under this Agreement are done only in the areas between the outer edges of the shoulders and the fence line on either side of the roadway and not done on bridges or other structures.</p>
11.0	<p>Email <a href="mailto:roads@grey.ca">roads@grey.ca</a> when the garbage bags are ready to be picked up.</p>
12.0	<p>Email <a href="mailto:roads@grey.ca">roads@grey.ca</a> with actual road sections cleaned.</p>



School Spring Litter Pick-Up Program Agreement  
**Schedule C Participant Guide**

	<p><b>What to wear</b> Always wear the safety vests provided</p> <p>Dress for the weather</p> <p>Wear clothes that let you move freely</p> <p>Wear suitable footwear – heavy boots or work boots are best to protect from nails, etc.</p>
	<p><b>Avoid the use of headphones</b></p>
	<p><b>Watch for cars and other vehicles</b></p> <p>Drivers may not expect to see volunteers working</p> <p>Watch out for vehicles</p>
	<p><b>Obey all traffic laws</b></p> <p>Obey all signs and use intersections if possible</p>
	<p><b>Work in pairs or teams</b></p> <p>Look out for each other</p> <p>Work safely</p> <p>Stay hydrated</p>
	<p><b>Plants and insects</b></p> <p>Watch out for hazardous plants (poison ivy) and stinging insects</p>



### **Walking on roads**

Work on one side of the road at a time

Pick up litter walking against traffic so you see what is coming toward you

Don't walk on the road or shoulder except when crossing the road



### **Don't touch hazardous litter**

If it looks dangerous, don't touch it

Flag closed containers, or possible hazardous materials for Grey County staff to pick up



### **Garbage bags**

Tie up the garbage bags so the litter doesn't blow away

Leave garbage bags at the end of each road section

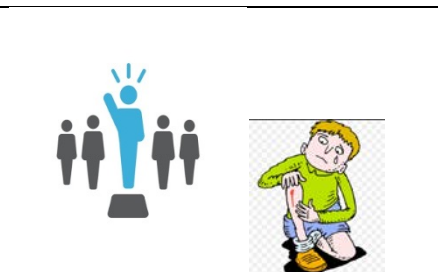
Use lots of garbage bags instead of overfilling

If the bags are too heavy, leave them where they are



### **In case of an emergency**

If possible, keep a cell phone handy



### **Know your leader**

Tell your supervisor about concerns or any injuries