

The Corporation of the City of Kawartha Lakes
Council Report

Report Number WM 2017-003

Date: June 6, 2017
Time: 2:00 p.m.
Place: Council Chambers

Ward Community Identifier: All

Subject: Amending Product Care Association Agreement to Receive Paint Reuse Program Funding

Author Name and Title: Angela Porteous, BEd.,
Regulatory Compliance Officer

Recommendation(s):

RESOLVED THAT Report WM 2017-003, **Amending Product Care Association Agreement to Receive Paint Reuse Program Funding**, be received;

THAT staff be directed to enter into the amending agreement with 'Product Care Association (PCA)' for funding to the City for the management of paint associated with the City's Household Hazardous Waste Paint Reuse Program; and

THAT the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this amending agreement.

Department Head: _____

Financial/Legal/HR/Other: _____

Chief Administrative Officer: _____

Background:

The City is required by the province to have a Household Hazardous Waste (HHW) program to ensure hazardous materials such as paints and thinners are diverted from municipal landfills. In order to assist municipalities in managing HHW, Stewardship Ontario (SO) has been set up through the province to provide oversight and partial funding to municipalities including CKL. More recently (2015), another organization, the Product Care Association (PCA), was established in conjunction with SO to help administer the HHW funding to municipalities.

The City has chosen to enter into agreements with both PCA and SO to secure HHW funding. In 2016, funding through the existing PCA and SO agreements was approximately \$145,000. This funding covers approximately 65% of the actual expenditures for the City to run the HHW program and also includes all of the different HHW items including paints and thinners. However the current funding program does not specifically breakdown the amount of funding per individual HHW items.

Most recently the province has indicated that additional funding is available to municipalities such as CKL that have actual paint reuse programs such as “the drop in the bucket” program that CKL currently offers at the Fenelon and Lindsay landfill HHW depots.

In order for the City to receive funding for the existing paint reuse program an amending agreement is required with the City’s current agreement with PCA and is attached to this report as Appendix A.

Rationale:

The new amending PCA agreement is intended to provide funding for the City’s existing paint reuse program based on number of containers of paint handled through this program. Although the funding does not wholly cover the cost to operate and manage the current program it does provide some offset to the costs incurred by the City.

The “drop in the bucket program” has been offered for the last 3 years during regular summer hours of landfill operation from May 1st to October 15th. To date, this program has been well received and widely used by local residents while providing the environmental benefit of ensuring that paint is not landfilled. Therefore any additional funding from the province to offset municipal operational costs is positive for the municipality.

Other Alternatives Considered:

If the City chooses not to enter into agreement with PC A for paint reuse, the City will not receive funding support for its' Paint Reuse Program. Although the level of funding in the current agreement with SO and PCA would not change the City would miss out on further potential available funding for the program.

Financial/Operation Impacts:

The amending agreement with PCA is financially positive for the City. There are no costs to the City upon execution of the amended agreement.

In previous years there has been no funding received for the City's Paint Reuse Program. Based on 2016 actual quantities managed through this program the City would benefit by receiving an additional estimated \$1,000 on an annual basis that will continue to offset operating costs. As this program grows in popularity there is potential to receive further funding based on an increase in paint cans and having the paint re-use program available at event days.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

This report contributes to the Council Adopted Strategic Plan, namely Goal #3- A Healthy Environment. The act of hazardous waste diversion aligns with the City's vision of a naturally beautiful community that protects our local environment, enhances water quality and creates an improved quality of life. This report also aligns with the City's Integrated Waste Management Strategy to divert materials from landfill and find reuse opportunities within the community.

Review of Accessibility Implications of Any Development or Policy:

None

Servicing Implications:

None

Consultations:

Manager of Environmental Services
Insurance Risk Management Coordinator
Corporate Finance

Attachments:

Appendix A: Amending PCA Agreement, April 2017



Reuse PCA
Amendment.pdf

Department Head E-Mail: brobinson@city.kawarthalakes.on.ca

Department Head: Bryan Robinson

Appendix # A

to

Report # WM 2017-003

**AMENDING AGREEMENT #2 - Paint Reuse
PRODUCT CARE ASSOCIATION – MUNICIPAL
INDUSTRY STEWARDSHIP PLAN SERVICE AGREEMENT**

WHEREAS:

- A. Product Care Association of Canada and CORPORATION OF THE CITY OF KAWARTHA LAKES (collectively, the "Parties") entered into an agreement concerning Phase 1 material which is paints and coatings, and the containers in which they are contained dated June 30, 2015 (the "Agreement") as amended by an agreement effective April 1, 2016 to include pesticides, solvents and fertilizers (Amending Agreement #1) ;
- B. The parties wish to make certain further amendments to the Agreement as set out herein.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- A. The Agreement is hereby amended effective June 15, 2017 as set out in Attachment 1 hereto.
- B. All other provisions of the Agreement as amended by Amending Agreement #1 remain un-amended and in full effect.

IN WITNESS WHEREOF the Parties have signed this "AMENDING AGREEMENT #2 – Paint Reuse" as of June 15, 2017.

Product Care Association of Canada

by: _____

Name: Mark Kurschner

Title: President

CORPORATION OF THE CITY OF KAWARTHA LAKES

by: _____

Name:

Title:

**ATTACHMENT 1 TO THE AMENDING AGREEMENT #2 – Paint Reuse
PRODUCT CARE ASSOCIATION – MUNICIPAL
INDUSTRY STEWARDSHIP PLAN SERVICE AGREEMENT**

Preamble: The Parties agree that section H of the preamble of the Agreement is replaced with the following:

RECITALS:

H. PCA and the Municipality wish to enter into an agreement concerning the provision of certain services by the Municipality to PCA concerning the Phase 1 materials which are paints and coatings, and pesticides, solvents and fertilizers and the containers in which they are contained as defined by the ISPs, as well as the provision of the Paint Reuse service.

1.0 **Definitions and Interpretation** The Parties agree that Section 1.0 of the Agreement is amended by the addition of the following subsections:

ee) **"Paint Reuse Service"** means the service of making available and giving away free leftover paint collected at Depots or Events from residents in accordance with PCA standards and guidelines.

3.0 **Price and Payment** The Parties agree that Subsections 3.1 and 3.2 of the Agreement are amended by the addition of the following subsections:

3.1. Price

- (d) ISP Materials Services – Paint Reuse Service. PCA will pay for the ISP Services provided by the Municipality as follows:
 - (i) PCA will pay the Municipality for the Paint Reuse Service on a per container basis as specified in Schedule "C" for the Collection Services for the Paint Reuse Service as set out in Schedule "B".

3.2. Payment

- (d) Paint Reuse Service
 - (i) To receive payment for Paint Reuse Service, the Municipality must upload a Claim Submission via the PCA portal which includes the Paint Reuse Reporting Form together with supporting documentation as specified in the Paint Reuse Standards and Guidelines. The Claim Submission for the Paint Reuse Service and supporting documentation is to be submitted by the Municipality to PCA no later than 90 days following the month of service. PCA will validate the Claims Submission within thirty (30) days of receipt and PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which PCA determines the claim to be correct and accurate. If any errors or omissions are found, PCA will issue a payment adjustment and PCA may require a corrected Claims Submission from the Municipality.

6.0 PCA Policies, Standards and Guidelines The Parties agree that Subsection 6.2 of the Agreement is deleted in its entirety and replaced with the following:

- 6.2. The PCA ISP Collection Site Standards in effect at the time of entering into this Agreement are included in Schedule "E" and the Paint Reuse Standards and Guidelines in effect at the time of entering into this agreement are available on PCA's website.

29.0 Schedule "B". The Parties agree that Schedule "B" of the Agreement is deleted in its entirety and replaced with the following:

SCHEDULE "B" – COLLECTION SERVICES

The Municipality will collect ISP Materials and provide Paint Reuse service from its residents according to the following Collection Services.

Depots

MHSW Depot Name	Address	Days & Hours of Operation	Operating Season	Paint Reuse Service (Y/N)
Lindsay Ops Landfill Depot	51 Wilson Road, Kawartha, K9V 4R3			Y
Fenelon Landfill Site	341 Mark Road, Fenelon Falls, K0N 1G0			Y

Total Reimbursable Hours of Operation: _3,117_ hours

Events: The Municipality will use commercially reasonable efforts to submit Event Schedules to PCA for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Schedules not less than sixty days prior to the next planned Event. Once approved by PCA, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: _____

30.0 Schedule "C". The Parties agree that Schedule "C" of the Agreement is deleted in its entirety and replaced with the following:

SCHEDULE "C" – PAYMENT FOR COLLECTION SERVICES

PCA will pay the Municipality for ISP Materials Collection Services as follows:

For ISP Services – Depot, PCA will pay the Municipality the Hourly Rate (defined below) per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "B", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

The "Hourly Rate" is \$ 32.53

For ISP Services – Event, PCA will pay the Municipality a rate of \$ 1,100.00 per tonne of ISP Materials plus applicable taxes.

For ISP Services – Event (and transportation to Depot), PCA will pay the Municipality a rate of \$ 0.00 per tonne of ISP Materials plus applicable taxes.

For ISP Services – Paint Reuse Service, PCA will pay the Municipality a rate of \$ 0.25 per container of paint.

INITIALLED BY MUNICIPALITY: _____