

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 201¹⁵~~4~~-03

Being a By-law authorizing the Execution of Amended Municipal Agreement for 2015 with Stewardship Ontario regarding Hazardous or Special Waste Services

WHEREAS the Council of the Municipality of Magnetawan deems it in the public interest to enter into the Agreement;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:

1. The Mayor and the Clerk-Administrator be hereby authorized to execute the agreement, as per attached Appendix 'A'.
2. That this by-law be effective upon its adoption.

Adopted this 14th day of January 2015.



Mayor, Sam Dunnett



Clerk-Administrator, Roger Labelle

**AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

WHEREAS:

- 1. Stewardship Ontario and Corporation of The Municipality of Magnetawan (collectively, the "Parties") entered into an agreement concerning municipal hazardous or special wastes dated July 1, 2011, including any previous amendment made by the parties (the "Agreement");
- 2. The parties wish to make certain amendments to the Agreement as set out herein.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- 1 The Agreement is hereby amended effective January 1, 2015 as set out in Schedule "A" hereto.
- 2 Any section marked as "Intentionally Deleted" in the Agreement remains "Intentionally Deleted" and is not replaced by or amended by anything in Schedule "A".
- 3 All other provisions of the Agreement remain un-amended and in full force and affect.

IN WITNESS WHEREOF the Parties have signed this AMENDING AGREEMENT as of January 1, 2015.


STEWARDSHIP ONTARIO

by: _____

Name: David Pearce

Title: Managing Director

CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

by:  _____

Name: Roger Labelle, Clerk - Administrator
Commissioner for taking Oaths,

Title: Municipality of Magnetawan,
District of Parry Sound

**SCHEDULE "A" TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

- 1.0 **Definitions and Interpretation.** The Parties agree that Section 1.2 of the Agreement is deleted in its entirety and replaced with the following:
- 1.2. In this Agreement:
- (a) **"Agreement"** means this Agreement and includes all schedules and amendments thereto;
 - (b) **"Business Day"** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (c) **"Claims Submission"** means submission to SO of data required to validate claim for payment;
 - (d) **"Collection Services"** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
 - (e) **"Commingled Materials"** means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
 - (f) **"Depot"** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
 - (g) **"Diversion Report"** means invoices, MHSW material tonnage reports, or other such documents as may reasonably be required by SO from time to time for the validation of Claims Submissions;
 - (h) **"End Processor"** means a Service Provider that processes collected Obligated MHSW;
 - (i) **"Event"** means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators;
 - (j) **"Exempt Small Quantity IC&I Generator" or "Exempt SQG"** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
 - (k) **"FOB"** means free on board;

- (l) “**Generator**” means the final user who generates waste which will be reused, recycled or disposed;
- (m) “**Lab Pack Audit**” means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by SO with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by SO as set out in this Agreement;
- (n) “**Industry Stewardship Organization**” or “**ISO**” means a group of stewards working collectively who manage and fund the recycling of their own designated waste, instead of paying fees directly to an Industry Funding Organization to provide these services in accordance with Section 34 of the *Waste Diversion Act*.
- (o) “**Manifesting**” means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (p) “**Member Associations**” has the meaning set out in Section 4.3;
- (q) “**MHSW Program Plan**” means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;
- (r) “**MHSW Services**” means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (s) “**Minister**” means the Minister of the Environment for the Province of Ontario;
- (t) “**Non-Commingled Materials**” means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (u) “**Obligated MHSW**” means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (v) “**Packing Standards**” means the Waste Packing Protocols listed in Schedule “E” as amended by SO from time to time;
- (w) “**Post-Collection Services**” means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

- (x) “**Service Provider**” means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be; and
- (y) “**SO Portal**” means SO’s online system for uploading Claims Submissions.

2.0 **MHSW Services:** The Parties agree that Section 2.0 of the Agreement is deleted in its entirety and replaced with the following:

- 2.1. Schedule “A” to this Agreement sets out schematically three different service location types for the provision of MHSW Services by the Municipality to SO. These are as follows:
 - (a) Depot
 - (b) Event
 - (c) Event (and transportation to Depot).

For the purpose of this Agreement, SO and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide MHSW Services to SO.

- Depot
- Event
- Event (and transportation to Depot)

- 2.2. SO and Municipality may agree in writing at any time to change the service location type under which Municipality is providing MHSW Services to SO herein to the other service location type listed above and described in Schedule “A” hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the MHSW Program Plan. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.
- 2.4. The Parties also understand that an Industry Stewardship Organization (ISO) may, at any time, be approved by the Board of Waste Diversion Ontario for one or more of the Obligated MHSW materials. In the event an ISO is approved by Waste Diversion Ontario (WDO), SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by WDO, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

5.0 Title and Compliance with Laws: The Parties agree that Section 5.0 of the Agreement is deleted in its entirety and replaced with the following:

- 5.1. Title to all Obligated MHSW collected by Municipality at Events and Depots will belong to SO from the time of collection, and whether the Obligated MHSW is transported to the End Processor by the Municipality's Service Providers or SO's Service Providers. Any contract entered into between Municipality and an End Processor for Obligated MHSW must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule "E", as amended from time to time.
- (a) Notwithstanding the foregoing, if the Municipality operates a reuse program for any Obligated MHSW, title to the Obligated MHSW being reused shall transfer to municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.
 - (b) Notwithstanding the foregoing, in the event an ISO is approved by WDO, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO's Service Providers unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.
- 5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.