

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

By-Law no. 2012-11

Being a by-law to authorize an agreement with Stewardship Ontario for municipal hazardous or special waste services.

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WHEREAS Council deems it desirable to enter into an agreement with Stewardship Ontario for municipal hazardous or special waste services.

NOW THEREFORE, be enacted as follows:

1. That the attached agreement between the Municipality of Magnetawan and Stewardship Ontario be adopted.
2. That the Mayor and the Clerk be authorized to execute the agreement.
3. That this by-law shall take effect as of the date of adoption.

BY-LAW read a first, second and third time and adopted this 23 rd day of May 2012.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk



Thinking  
beyond  
the box

Stewardship Ontario

February 15, 2012

**To: Head of Municipal Hazardous or Special Waste Management**

*Re: New Municipal Hazardous or Special Waste (MHSW) Services Amending Agreement*

Stewardship Ontario has been working with the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (Associations) to strengthen the New Municipal Hazardous or Special Waste Services Agreement (Agreement) by addressing the concerns raised by their respective municipal members. In-depth reviews and discussions of the issues raised by municipalities commenced in September 2011. The attached amending agreement (Amendment) is the result of those discussions and received the support of the Associations on January 18, 2012.

The Amendment is an optional document that is being made available to all municipalities to whom Stewardship Ontario sent a copy of the Agreement, regardless of whether or not the Agreement has already been signed by the municipality. Stewardship Ontario will not be issuing revised versions of the full Agreement. All municipalities that wish to sign the Amendment must also sign, or have already signed, the Agreement as previously sent out by Stewardship Ontario.

There are a number of benefits to municipalities that choose to sign this Amendment, including the following:

- Stewardship Ontario will issue Purchase Orders within 30 days of receiving complete and accurate claim submissions;
- Confidentiality language has been revised to make allowances for the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act*;
- Termination rights are mutual;
- Aerosols have been classified as Commingled MHSW, eliminating the need for municipalities to sort them; and
- Penalties for late submissions have been reduced from 10% to 5% per month.

The Amendment also sets out a process for the Associations to meet with Stewardship Ontario to discuss payment terms on behalf of their members prior to any automatic renewal period. Given the positive nature of the relationship between the Associations and Stewardship Ontario we expect these to be fruitful and meaningful discussions. One of the topics that we have committed to discussing in 2012 is the Event Services payment bands, and as such, Stewardship Ontario will be making a proposal to address any inequalities in the current payment bands that may be discovered through a rigorous review process.

Council MTG. of May 23, 2012  
Agenda Item # 6.1

Municipalities that wish to sign the Amendment are asked to do so and submit one original copy to the address below such that it is received by Stewardship Ontario no later than April 1, 2012. In addition, municipalities that have not yet signed the Agreement and wish to receive payment for MHSW services performed between July 1 and December 31, 2011 must submit one original copy of their signed Agreement, and signed Amendment if desired, such that it is received by Stewardship Ontario no later than April 1, 2012. Stewardship Ontario will return to the municipality a scanned copy of the fully executed Amendment, and Agreement as applicable. If the municipality requires an original copy of the fully executed Agreement and/or Amendment, that municipality should submit two original copies to Stewardship Ontario so that one copy can be returned.

I wish to thank you for your patience as we have worked hard behind the scenes to find solutions to the issues raised by municipalities such as yours. I trust that you will find the changes in this Amendment to be both acceptable and beneficial.

As always, please feel free to contact me with any questions you may have.

Kind Regards,

A handwritten signature in blue ink that reads "DAVID". The signature is stylized with a large, sweeping initial "D" that loops around the word.

**David Pearce**

Director, Channel Management MHSW, Stewardship Ontario  
1 St. Clair Ave. West, 7th Floor, Toronto, ON M4V 1K6  
Phone: 647.925.1145 | Fax: 416.323.3185 | Email: [dpearce@stewardshipontario.ca](mailto:dpearce@stewardshipontario.ca)

**NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT**

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of July, 2011.

BETWEEN:

**STEWARDSHIP ONTARIO ("SO")**

- and -

**CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ("MUNICIPALITY")**

**collectively, the "Parties"**

**WHEREAS:**

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario ("WDO") to develop a waste diversion program for municipal hazardous or special waste ("MHSW") and that SO act as the Industry Funding Organization ("IFO") for the program;
- B. SO, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;
- C. By letter received by Waste Diversion Ontario on July 22, 2008, the Minister of the Environment required WDO to develop an amended waste diversion program for MHSW that included all materials referred to as "Phase 2" and "Phase 3";
- D. The amended MHSW Program Plan was approved by the Minister on September 22, 2009, took effect on July 1, 2010, and included 22 materials;
- E. By Regulations 298/10 and 396/10, Phase 2 and 3 materials stewards were no longer required to pay fees to SO;
- F. SO intends to submit a new program plan for the Phase 1 MHSW only to the Minister for approval (the "revised MHSW Program Plan");
- G. SO and the Municipality wish to enter into a new agreement concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

**1.0 Definitions and Interpretation**

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act 2002* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 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) **“Certificate of Approval”** means an approval issued by the Director of the Environmental Assessment and Approvals Branch of the Ministry of the Environment of Ontario pursuant to the *Environmental Protection Act* (Ontario);
  - (d) **“Claims Submission”** means submission to SO of data required to validate claim for payment;
  - (e) **“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;
  - (f) **“Commingled Materials”** means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
  - (g) **“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;
  - (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 audit by a third party, the results of which are shared with municipalities annually at a minimum and no more frequently than quarterly to account for seasonality;
- (n) **“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);
- (o) **“MHSW Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (p) **“Minister”** means the Minister of the Environment for the Province of Ontario;
- (q) **“Non-Commingled Materials”** means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (r) **“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;
- (s) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “E” as amended by SO from time to time;
- (t) **“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;
- (u) **“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;
- (v) **“Service Provider”** means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be;
- (w) **“SO Portal”** means SO’s online system for uploading Claims Submissions.

## **2.0 MHSW Services**

- 2.1. Schedule “A” to this Agreement sets out schematically two different service location types for the provision of MHSW Services by the Municipality to SO. These are as follows:

(a) Depot

(b) Event.

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

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 the other 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.

### **3.0 Price and Payment**

#### **3.1. Price**

(a) MHSW Services – Depot. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:

- (i) SO will pay the Municipality the hourly rate as set out in Schedule "C" for the Total Reimbursable Hours of Operation as specified in Schedule "B" for the Collection Services.
- (ii) SO will pay the Municipality SO's proportionate share (weight of Obligated MHSW as a proportion of total weight of transported MHSW) of the Post-Collection Services transportation costs for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit. Processing costs will be paid based on actual weight of the Obligated MHSW.
- (iii) SO will pay the Municipality SO's proportionate share (by weight) of the Post-Collection Services transportation and end processing costs for the Non-Commingled Materials until such services are contracted for directly by SO. Transportation weight will be determined by the most recent Lab Pack Audit. End processing costs will be based on actual weight. Municipality acknowledges that SO currently has a target date of December 31, 2011 to transition the provision of Post-Collection Services for Obligated MHSW collected at Depots from Municipality to SO, and will facilitate such transition as reasonably requested by SO.

(b) MHSW Services - Event. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:

(i) SO will pay the Municipality an amount per tonne as set out in Schedule "C" for the Collection Services and Post-Collection Services for each of the agreed upon Events specified in Schedule "B". The actual weight of the Obligated MHSW will be used.

(c) Intentionally deleted.

### 3.2. Payment

(a) MHSW Services – Depot.

(i) To receive payment for Depot Collection Services, the Municipality must upload a monthly Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s). The Claims Submission is to be submitted to SO within fifteen (15) Business Days of the end of each calendar month. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(iii) To receive payment for Depot Post-Collection Services for the Non-Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Non-Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(b) MHSW Services - Event.

(i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Obligated MHSW. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of



Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt of said invoice.

(c) Intentionally deleted.

3.3. Municipality will provide any additional back-up/supporting information reasonably requested by SO to verify the accuracy of the Claims Submissions from time to time.

3.4. The Municipality will not charge residential Generators of MHSW for collection of MHSW at its Depots or Events.

3.5. Late Submission Penalties

(a) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO within the time periods set out in section 3.2(a)(ii) and (iii), (b) and (c).

For section 3.2(a)(i) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO by the end of the following calendar quarter.

(b) SO will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by SO within three (3) months of the end of that calendar year.

3.6. The price paid to Municipality herein for MHSW Services will not at any time exceed the prices charged by the Municipality for similar services to other producers or product stewards or their organizations. SO may amend Schedule "C" to match any better pricing extended for such services at any time by the Municipality and upon delivery of same to the Municipality this Agreement will be deemed to have been amended accordingly.

#### **4.0 Term**

4.1. The initial term of this Agreement will be eighteen months (July 1, 2011 to December 31, 2012).

4.2. This Agreement will automatically renew for up to four (4) successive one year terms unless either party provides at least ninety (90) days advance written notice of termination prior to the expiration of the then-current term.

#### **5.0 Title and Compliance with Laws**

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.

- 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.

## **6.0 SO Policies, Standards and Guidelines**

- 6.1. SO has developed, and may develop or amend from time to time policies, standards and guidelines relevant to the provision of the MHSW Services.

At the time of entering into this Agreement, the SO policies, standards and guidelines relevant to the provision of the MHSW Services herein are referenced in Schedule "E".

Municipality will comply and will ensure that any of its contractors supplying MHSW Services comply, with the provisions of all such policies, standards and guidelines as they pertain to the provision of the MHSW Services. SO will communicate any new or amended such policies, standards and guidelines to Municipality via email and will post copies of such new or amended policies, standards and guidelines on SO's website as they are developed and Municipality agrees to comply with the provisions of such new or amended policies, standards and guidelines in providing and contracting for the MHSW Services hereunder unless Municipality provides written notice stating otherwise within twenty (20) Business Days of receiving such communication.

## **7.0 Promotion and Education**

- 7.1. Proper education and promotion of the MHSW Program Plan is essential to its success. Municipality will work cooperatively with SO in undertaking such promotion and education activities with respect to the MHSW Program Plan and collection of the Obligated MHSW as set out in Schedule "D" and as may otherwise be reasonably requested by SO from time to time.

## **8.0 Indemnity and Insurance**

- 8.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 8.2. The Municipality will, during the term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality's or

Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.

- 8.3. The Comprehensive General Liability policy of insurance referred to in this section will include SO as an additional insured.
- 8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming SO as an additional insured with the following language:

“Stewardship Ontario and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to SO upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that SO will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

## **9.0 Assignment**

- 9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of SO.
- 9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, SO:
- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
  - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
  - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

## **10.0 Notices**

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either SO or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided

herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to SO will be delivered to:

Director, Channel Management MHSW  
Stewardship Ontario  
1 St. Clair Avenue West, Suite 701  
Toronto, ON M4V 1K6  
Facsimile: (416) 323-3185  
Email: [serviceprovider@stewardshipontario.ca](mailto:serviceprovider@stewardshipontario.ca)

Notices to The Municipality will be delivered to:

Ron Catcher, Operations Manager  
Municipality of Magnetawan  
4304 Highway 520, PO Box 70  
Magnetawan, Ontario, P0A 1P0  
Facsimile: (705) 387-4875  
Email: [roads@magnetawan.com](mailto:roads@magnetawan.com)

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5<sup>th</sup>) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

## **11.0 No Partnership or Joint Venture**

- 11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

## **12.0 Severability**

- 12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

### **13.0 Amendment and Waivers**

- 13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party other than as provided for in section 3.6 of this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

### **14.0 Further Acts**

- 14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

### **15.0 No Third Party Beneficiaries**

- 15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

### **16.0 Counterparts and Facsimile**

- 16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

### **17.0 Force Majeure**

- 17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

### **18.0 Dispute Resolution**

- 18.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does

not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, Waste Diversion Ontario may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

## **19.0 Termination**

- 19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the "defaulting party"), the Municipality or SO (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination.
- 19.3. SO may terminate this Agreement for any reason whatsoever without cause, cost or penalty, save and except for matters arising prior to termination, upon providing Municipality with ninety (90) days written notice.
- 19.4. SO may terminate this agreement immediately upon written notice to the Municipality if:
  - (a) the Municipality assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
  - (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by SO as per section 6.1; or
  - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1; or
  - (d) a receiver or trustee is appointed for any part of the assets of SO.

## **20.0 Survival**

- 20.1. Articles 8 and 26 of this Agreement will survive termination or expiry and continue in full force and effect:

## **21.0 Additional Conditions**

- 21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

**22.0 Entire Agreement**

- 22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

**23.0 Headings for Convenience Only**

- 23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

**24.0 Governing Law**

- 24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

**25.0 Legislation References**

- 25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

**26.0 Confidentiality**

- 26.1. Municipality will at all times treat Schedule "C" and the financial terms contained therein as private and confidential information.

**27.0 Rights and Remedies**

- 27.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
  - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
  - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

**28.0 Schedules**

- 28.1. Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of  
the date first set out above.

**STEWARDSHIP ONTARIO**

by: \_\_\_\_\_

Name: Gemma Zecchini

Title: Chief Executive Officer

**MUNICIPALITY**

by: \_\_\_\_\_

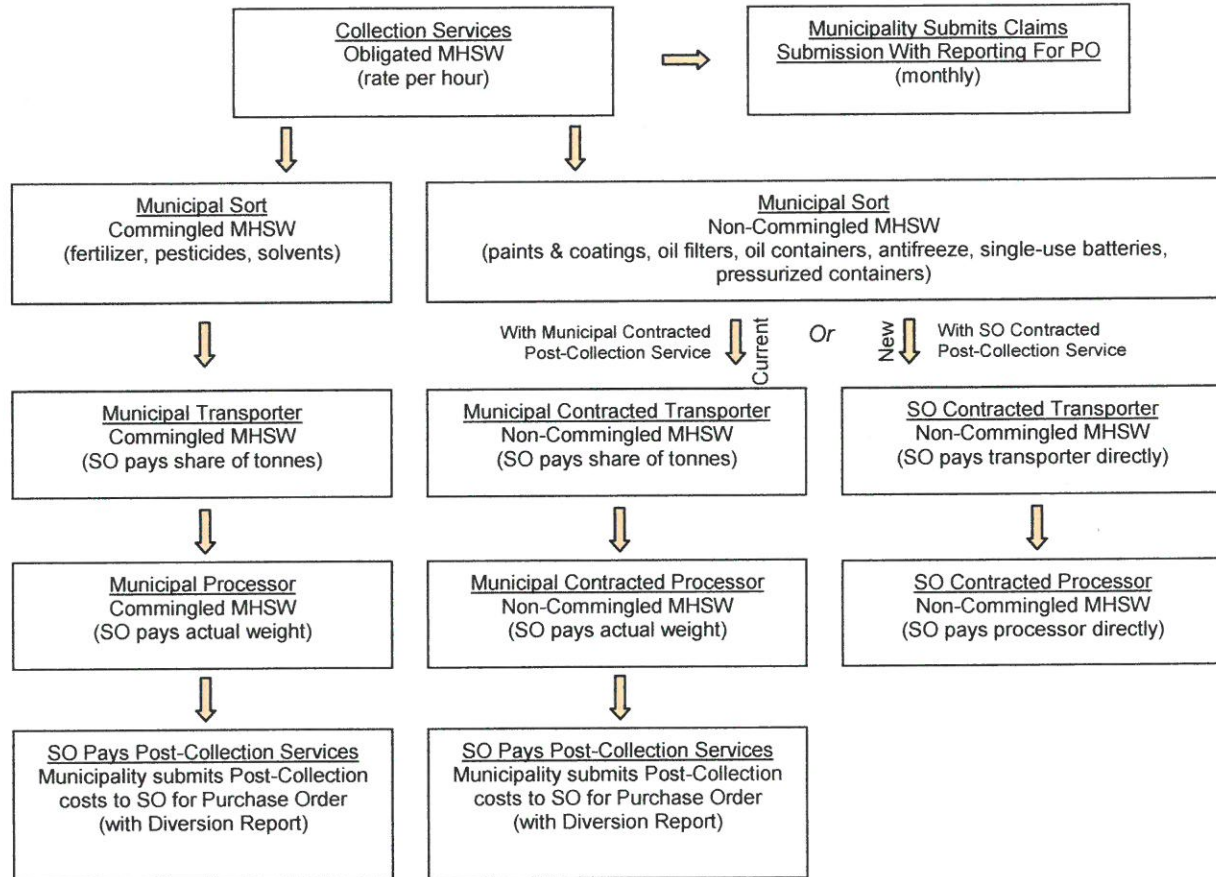
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**SCHEDULE "A" – MHSW SERVICES**

**DEPOT**



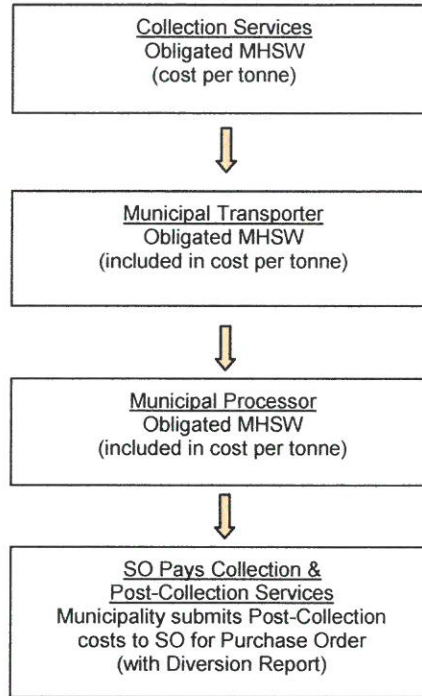
The Municipality or the Municipality's Service Provider provides Depot Collection Services for Obligated MHSW. SO pays the Municipality an hourly rate for the Collection Services.

Commingled MHSW may be commingled with other non-Phase 1 MHSW materials at municipal Depots as per Packing Standards. For Commingled MHSW, the Municipality is to contract for transportation and processing of such Commingled MHSW and SO will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled MHSW.

Non-Commingled MHSW are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up at the designated, scheduled time by:

- a) a municipal contracted transporter for delivery to a municipal contracted End Processor, each of whom must agree to adhere to SO's Transportation and Processor Standards, as the case may be until such time as SO provides the Municipality with thirty (30) days notice that SO has its own contracted Service Providers to manage Post-Collection Services, or
- b) an SO contracted transporter, if thirty (30) days have passed since SO provided notice to the Municipality that SO has its own contracted Service Providers to manage Post-Collection Services.

## EVENT



The Municipality or the Municipality's Service Provider provides Event Collection Services for Obligated MHSW. The Municipality may combine Events with other activities, including collection of non-Phase 1 MHSW. SO pays the Municipality a cost per tonne of Obligated MHSW as per Schedule "C" for the Collection and Post-Collection Services.

### SCHEDULE "B" – COLLECTION ACCESSIBILITY SCHEDULES

Municipality will collect Obligated MHSW Materials from its residents according to the following Collection Accessibility Schedules.

#### Depots

MHSW Depot Name	Address	Days & Hours of Operation	Operating Season	Total Hours	Notes

Total Reimbursable Hours of Operation: 0

#### Events

Date	Location	Address	Collection Hours	Service Provider
July 21, 2012	Community Centre	4304 Highway 520 Magnetawan, Ontario, P0A 1P0	9:00 am-1:00 pm	Buckham Transport

#### Total Events per Quarter

Q1	Q2	Q3	Q4
0	0	1	0

Municipality will use commercially reasonable efforts to submit Event Collection Accessibility Schedules to SO for approval by March 31<sup>st</sup> of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by SO, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

**SCHEDULE "C" – PAYMENT FOR COLLECTION SERVICES**

SO will pay the Municipality for MHSW Collection Services as follows:

For MHSW Services – Depot, SO will pay the Municipality a rate of **\$0.00** 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.

For MHSW Services – Event, SO will pay the Municipality a rate of **\$1,100.00** per tonne of Obligated MHSW plus applicable taxes.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

## SCHEDULE “D” – PROMOTION & EDUCATION

The Municipality will actively promote the collection of Obligated MHSW and the Orange Drop brand through municipal publications, events and activities that support the Municipality’s waste management strategy. The Municipality will not charge SO for any promotion or education activities unless SO has agreed to such charges in advance in writing. SO’s decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality’s residents of its Collection Accessibility Schedules (see Schedule “B”).

If the Municipality has a waste management webpage then the Municipality will post the Collection Accessibility Schedules, the Orange Drop logo and a link to [www.makethedrop.ca](http://www.makethedrop.ca) on the aforementioned webpage at no cost to SO.

The Municipality must submit to SO draft copies of all publications using SO trademarks and logos for approval, which SO may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to the Stewardship Ontario name or any brand owned by SO, such as Orange Drop.

The Municipality will periodically educate its residents about the BUDS message:

- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest

## SCHEDULE "E" – SO STANDARDS

### Commingled Materials

- Fertilizers, and the containers in which they are contained,
- Pesticides, and the containers in which they are contained, and
- Solvents, and the containers in which they are contained,

that are Obligated MHSW;

### Non-Commingled Materials

- Antifreeze, and the containers in which it is contained,
- Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil,
- Oil filters – after they have been used for their intended purpose,
- Paints and Coatings, and containers in which they are contained,
- Pressurized containers, and
- Single-use dry cell batteries,
- 

that are Obligated MHSW;

The following are SO's standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted on [www.stewardshipontario.ca/service\\_providers/vendor\\_standards](http://www.stewardshipontario.ca/service_providers/vendor_standards)

## **Municipal Hazardous or Special Waste Program Standards for Collection Site Operators**

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the SO standards as well as with applicable laws and regulations

### **Background:**

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the *Waste Diversion Act, 2002*.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2), can be found on the Stewardship Ontario website:

[http://www.stewardshipontario.ca/service\\_providers/what-we-do/mhsw/program-plan](http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan)

### **Purpose:**

The Standards for Collection Site Operators define the minimum operating requirements to qualify as a Stewardship Ontario collection site for municipal hazardous or special waste. Collection sites must also agree to and comply with Stewardship Ontario's Terms and Conditions<sup>1</sup>.

The Standards for Collection Site Operators do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection sites' responsibility to be aware of, and abide by, all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

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<sup>1</sup> The terms and conditions for collection site operators for phase 1 of the MHSW Program can be found at

**Who this applies to:**

For the purposes of these standards, a *Collection Site Operator* means the operator of a location at which MHSW is received from the public or via the site's internal operations from which a transporter will pick up MHSW and transport it to either i) an approved consolidation site operator, or ii) an approved MHSW processor. These Standards apply to the following two types of collection sites:

1. **Type A sites:** Sites that receive a wide range of MHSW, and
2. **Type B sites:** Sites that collect one or more of the following wastes:
  - Batteries;
  - Paints and coatings;
  - Mercury-containing materials (including switches and fluorescent lamps);
  - Pharmaceuticals;
  - Sharps;
  - Antifreeze and oil filters defined as selected waste as per R.R.O. 1990, O. Reg. 347 clause 44(1).

**Enforcement of these Vendor Standards:**

Collection site operators shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario;
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

<b>1. General Requirements</b>
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**All MHSW collection site operators shall:**

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability. Except in the case of self-insurance, MHSW collection site operators must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type A collection sites shall be:

- In compliance with all terms in their MOE Certificates of Approval;
- Registered with the MOE's Hazardous Waste Information Network (HWIN);



- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

Type B collection sites shall be:

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
  - In compliance with the federal *Transportation of Dangerous Goods Act* ;
  - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
  - Occupational health and safety regulations;
  - Hazardous waste management regulations (storage, handling).
- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the MHSW Program.

## **2. Occupational Health and Safety**

All MHSW collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
- *Employment Standards Act, 2000*;
  - *Occupational Health and Safety Act, 1990*;
  - *Workplace Safety and Insurance Act, 1997*;
  - *Canada Labour Code*.
- 2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.

- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
- Providing regular documented health and safety training;
  - Providing and enforcing the correct use of personal protection equipment; and
  - Safeguarding hazardous mechanical processes.

### 3. Staff Training

All MHSW collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack MHSW in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).
- 3.3 Train staff to differentiate between waste products that are eligible for collection services under the consolidated MHSW Program and those that are not (refer to Appendix B).
- 3.4 Update staff training based on any changes made to MHSW Collection Site Vendor Standards.
- 3.5 Document and maintain records of staff training.

### 4. Waste Packing Protocols

All MHSW collection site operators shall:

- 4.1 Pack waste according to the Ministry of the Environment waste classes outlined in Appendix A.
- 4.2 Ensure that MHSW is handled and stored as follows:

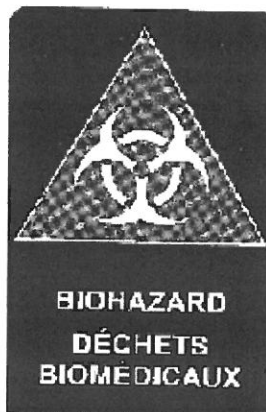
For Type A collection sites:

In accordance with the conditions laid out in their respective Certificates of Approval and all applicable laws and regulations.

For Type B collection sites:

- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
  - Paints and coatings: minimum of eight (8) 205 L drums/two standard gaylord boxes or one week of paints and coatings received at each collection site;
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick up of MHSW; and

- Have adequate security measures in place to prevent MHSW from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 4.3 All waste must be packed in an approved UN container<sup>2</sup> or equivalent, as supplied by Stewardship Ontario or a Stewardship Ontario-approved service provider<sup>3</sup>. If using a non-UN approved container, the permit for equivalent level of safety must be presented to Stewardship Ontario.
- 4.4 Pack sharps in a puncture-resistant leak-proof container dedicated specifically for that purpose<sup>4</sup>:
- The sharps container shall have a lid which can't be removed once it has been permanently closed.
  - The container shall have a prominently displayed universal biohazard symbol, as shown below, permanently affixed to an outer surface of the container.
  - The label shall contain the words "BIOHAZARD/DÉCHETS BIOMÉDICAUX" (or equivalent) as its legend. The symbol and legend shall clearly contrast with the background.
  - The colour of the container must be yellow, indicating that the biomedical waste does not require incineration.



- 4.5 Pack fluorescent tubes in either fibre drums or storage boxes or other appropriate containers that are suitable in size (i.e., that correspond to the different tube lengths collected) or in containers supplied by Stewardship Ontario.

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<sup>2</sup> Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.



<sup>3</sup> All containers are either supplied by Stewardship Ontario or by a Stewardship Ontario service provider. Alternatively, if a collection site operator incurs costs related to containers, they will be reimbursed by Stewardship Ontario subject to having a negotiated agreement in place.

<sup>4</sup> On average, at least half of the users returning sharps for proper disposal do so in containers that do not meet this standard (e.g., hard-shell containers, such as water bottles and bleach containers are used instead). In those instances, collection sites should not refuse or attempt to re-pack those sharps. Instead, non-conforming containers should be placed in an appropriate transport container (preferably a cart) with the conforming containers.


- 4.6 Pack batteries in either one of the following container types:
- Battery box that measures 12”h x 8”d x 6”w;
  - 2 - or 5-gallon pail;
  - 205 litre drum.
- 4.7 Bulky items, such as 20-lb. propane tanks, must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 4.8 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator’s Certificate of Approval Storage Requirements. Waste material collected at event days is a special case, since it may not always be possible to fill a transport container of a given waste class to capacity.
- 4.9 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage for the following waste classes when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 112C inorganic acids;
  - 121C inorganic alkalines;
  - 148I inorganic oxidizers;
  - Any other transport container that holds glass containers.
- 4.10 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 4.11 Contamination allowances
- The maximum contamination allowance is 5%. This is a volume-based allowance assessed on individual drums for a given waste class.
  - Contamination levels in transport containers (mis-packed MHSW, non-program wastes as identified in Appendix B) will be monitored by Stewardship Ontario through random sampling. MHSW collection site operators will be required to take corrective action if contamination allowances are exceeded. Stewardship Ontario reserves the right to apply a financial penalty to collection site operators who exceed the contamination allowance.

## Appendix A – Waste Packing Protocols



Please note: Waste materials in each individual row (as numbered in the first column on the left) are required to be packed separately (even though they may be packed under the same waste class)

#	Waste Class	Instructions	Product Examples
1	112 – Inorganic Acids <b>pH ≤2.5</b>	Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport	<p><b>Products bearing the bony hand symbol</b></p>  <p>Cleaners, acidic Rust stain remover pH reducer Bluestone crystals Soldering flux Copper patina for solder Drain opener, acidic Concrete etch Descaler Wood cleaner and brightener</p>
2	112 – Small Sealed Lead Acid Batteries	<ul style="list-style-type: none"> <li>• Metal containers must be lined with plastic</li> <li>• Leaking and/or corroding batteries must be bagged</li> </ul>	Typically used to power personal uninterruptible power supply (UPS) units, local emergency lighting and wheelchairs
3	121 –Inorganic Alkaline Materials <b>pH ≥12.5</b>	Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport	<p><b>Products bearing the bony hand symbol</b></p>  <p>Cleaners and degreasers, alkaline Concrete, cement and mortar mixes Stain and scale controllers Drain openers, alkaline Grout Disinfectant pH Up Deck washes Ammonia Mildew tile cleaner Bleach cleaner Lime sulphur Garden sulphur</p>
4	121– Mixed Batteries  (Alkaline, NiCd,	<ul style="list-style-type: none"> <li>• Metal containers must be lined with plastic</li> </ul>	Single-use and rechargeable batteries of all sizes (e.g., button cell, AA, AAA, DD)

#	Waste Class	Instructions	Product Examples
	NiHM, Lithium)	<ul style="list-style-type: none"> <li>• Leaking and/or corroding batteries must be bagged</li> <li>• Lithium batteries must be either taped or put into individual bags and packed with vermiculite</li> </ul>	
5	145* – Paints, Stains and Coatings <i>*If transporting under manifest, must be shipped as 145-B; if not transporting under manifest, follow TDG requirements</i>	All paint collection/transport containers must be packed with larger paint containers at the bottom, smaller paint containers on top, and all paint containers must be stacked upright	Latex paint Alkyd (oil) paint Water-based stains and coatings Alkyd (oil)-based stains and coatings
6	146* – Fluorescent Lamps <i>*If transporting under manifest, must be shipped as 146; if not transporting under manifest, follow TDG requirements</i>	<ul style="list-style-type: none"> <li>• Fluorescent tubes must be placed in boxes long enough to accommodate the longest tubes collected</li> <li>• Bulbs must be placed in any of the other eligible containers</li> </ul>	Fluorescent tubes, compact fluorescent bulbs
7	147 – Fertilizers		Indoor plant food Transplant fertilizer Iron chelate Plant starter Liquid plant food Aluminum sulphate Super phosphate Bone meal Weed & feed Food spikes Garden mix soil Dolomitic lime Fish-based plant food Ammonium nitrate fertilizer

#	Waste Class	Instructions	Product Examples
9	148 – Mercury-containing Measuring Devices	Brand and manufacturer information must be recorded on the log sheet presented in Appendix C	Thermometers and barometers that contain mercury
10	148 – Inorganic Oxidizers		<p><b>Some products may bear the bony hand symbol</b></p>  <p>Chlorinating liquid                      Timber care wood colour brightener                      Bromine tablets, powders, pucks                      Chlorinating tablets, powders, pucks                      Chlorine-free oxidizer                      Cleaners, oxidizing</p>
11	212 – Antifreeze		
12	242 – Pesticides	Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport	Insecticides Pesticides Garden sprays Algaecides Fungicides Larvacides End cut preservative
13	243 – PCB Ballasts 252 – Non-PCB Ballasts	Ballasts must be examined to determine if they contain PCBs. Collection site operators must be trained in the recognition of PCB ballasts, as outlined in the documentation published by Environment Canada <sup>5</sup> . Generally speaking, ballasts made before 1980 are likely to contain PCBs.	Askarel liquids, such as Aroclor, Pydraul, Pyranol, Therminolds, Inerteen and other PCB-contaminated materials

<sup>5</sup> Please refer to the documents pertaining to the identification of lamp ballasts containing PCBs on Environment Canada's website: <http://www.ec.gc.ca/Publications/default.asp?lang=En&xml=F1D91988-3B5E-4956-A705-78D054685FFE>

#	Waste Class	Instructions	Product Examples
		PCB-containing ballasts must be segregated from non-PCB units	
14	252– Oil Filters		
15	261 – Pharmaceuticals		Prescription drugs Non-prescription drugs Natural health products (e.g., vitamins, echinacea) Medical inhalers Plant start (hormone-containing) Stim-Root Flea powder Insect repellent Pet shampoos
16	263 – Miscellaneous Organics, including Liquid Fuels and Liquid Flammables  <i>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes:                      212: Liquid Flammables                      213: Petroleum Distillates                      221: Liquid Fuels</i>	Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport	<p><b>Products may bear the flammable symbol</b></p>  <p><b>or the words “keep away from flames or sparks”</b></p> <p><b>Products may bear the poison symbol</b></p>  <p>Fuel (e.g., fondue, camping, lighter, cooking, home heating)                      Fuel conditioner, fuel stabilizer, fuel injector                      BBQ starter fluid &amp; charcoal starter                      Gasoline                      Diesel                      Gas/oil mixes                      Aftershave and perfumes                      Nail polish remover                      Isopropanol                      Wood preservative                      Citronella                      Enamel reducer and enamel solvent                      Acetone                      Linseed oil                      Lacquer thinner                      Gasoline antifreeze                      Methyl alcohol                      Paint thinner                      Degreaser                      Paint brush cleaner                      Liquid sandpaper                      Methyl hydrate</p>



#	Waste Class	Instructions	Product Examples
			Auto body filler Rubber cement Solvent cement Adhesive Power steering fluid Transmission stop leak Silicone emulsion Mastic Anti-seize compound Waxes and polishes Silicones Drywall compound Wallpaper stripper Foundation coating Sealant and asphalt undercoating Roof repair cement Pothole patch Plastic cement <b>Products bearing the words "CAUTION IRRITANT"</b> Cleaners (fabric, multipurpose, bathroom, wood, floor, metal) Detergents Dishwashing liquid
17	263 – Organic Oxidizers	Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport. An appropriate-sized container (e.g., 5L-UN compliant box) should be used	Hardeners containing organic peroxides
18	312 – Pathological (Sharps)		Disposable injection needles Acupuncture needles Syringe cylinders
19	331 – Aerosols	If an Equivalent of Safety Permit has been granted to use gaylord boxes for the transport of aerosol cans, a 10-ml plastic liner must be used to prevent leakage of residual liquids.	Spray paints Spray lubricants Penetrants Spray adhesive Spray cleaner Spray air fresheners Airwick air freshener Spray beauty products Spray insecticides Pruning spray Flea spray Insulating foam

#	Waste Class	Instructions	Product Examples
20	331 – Propane Cylinders		
21	331 – Oxygen, Nitrogen, All Other Compressed Gases		
22	331- Fire Extinguishers		
23	Empty Containers		Oil containers Antifreeze containers Windshield washer containers Automotive additive containers

## Appendix B – Waste Types Not Designated Under the MHSW Program

The following waste types are not designated under the MHSW Program:

- Ammunition, flares, fireworks
- Carbon monoxide detectors
- Lead acid batteries from vehicles
- Lubricating oil
- Natural health products (NHPs) in food format (e.g., yogurt, orange juice)
- NHPs that **do not** have a Natural Product Number (NPN), i.e., unlicensed NHPs
- Non-fluorescent light bulbs (LED, incandescent)
- Non-mercury containing measuring devices
- Thermostats (both mercury and non-mercury)  
Note: Thermostats are managed through the Switch the 'Stat Industry Stewardship Plan
- Personal care products not packaged in aerosol containers (e.g., sunblock lotions, creams, shampoo, deodorant). To clarify, only those creams and lotions that are either antifungal or antibiotic are designated under the program. All other creams and lotions are excluded.
- Smoke detectors

*Please note: This list will be updated as further sampling work is carried out by Stewardship Ontario. Collection site service providers will be informed accordingly.*

**Appendix C – Information to be Recorded  
for Mercury-Containing Measuring Devices**

<b>Item Number</b>	<b>Instrument Type</b> <i>(e.g., Thermometer, Barometer)</i>	<b>Make</b> <i>(Manufacturer or Brand Name)</i>	<b>Model</b>
1			
2			
3			

## **Municipal Hazardous or Special Waste Program Transportation Standards**

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the transporter is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the transporter is required to comply with the SO standards as well as with applicable laws and regulations

### **Background:**

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the *Waste Diversion Act, 2002*.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2) can be found on the Stewardship Ontario website:

[http://www.stewardshipontario.ca/service\\_providers/what-we-do/mhsw/program-plan](http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan)

### **Purpose:**

The Transportation Standards define the minimum operating requirements to qualify as a Stewardship Ontario Transporter of municipal hazardous or special waste. Transportation service providers also agree to and comply with Stewardship Ontario's Terms and Conditions.

The Transportation Standards do not absolve transporters from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the transporters' responsibility to be aware of and abide by all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

**Who this applies to:**

For the purposes of these standards, a *Transporter* means any person or firm duly registered with Stewardship Ontario as authorized to transport MHSW.

**Enforcement of these Vendor Standards:**

Transportation service providers shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by transportation service providers, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

<b>1. General Requirements</b>
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All transportation service providers shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate. Transportation service providers must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.3 Possess environmental liability insurance of not less than \$2,000,000.
- 1.4 Identify and comply with all applicable legislation and approvals, including but not limited to:
  - Ministry of the Environment Certificates of Approval;
  - Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
  - Federal *Transportation of Dangerous Goods Act* (TDGA);
  - Provincial *Dangerous Goods Transportation Act*, R.S.O. 1990, c. D.1;
  - *The Highway Traffic Act*, R.S.O. 1990, c. H.8;
  - *Canadian Environmental Protection Act, 1999* - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (EIHWHRMR);
  - *Public Vehicles Act*;
  - *Motor Vehicle Transport Act*;
  - *Compulsory Automobile Insurance Act*;
  - *Fuel Tax Act*.

- 1.5 Be in compliance with Ontario's Commercial Vehicle Operator's Registration (CVOR) system and the Carrier Safety Rating (CSR) program and provide proof of such compliance to Stewardship Ontario within five business days upon request.
- 1.6 Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.
- 1.7 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable regulatory requirements, including but not limited to:
  - Occupational health and safety regulations;
  - Transportation regulations;
  - Hazardous waste management regulations (shipping).
- 1.8 Implement and maintain an emergency response plan to prepare for and respond to emergency situations, including fires, spills and medical events.
- 1.9 Maintain all records for a minimum of two years or longer as required by law, including waste manifests and bills of lading.
- 1.10 Provide notice to Stewardship Ontario of any relevant fines or regulatory orders in the previous five years and within 60 days of any subsequent fine or regulatory order.

## **2. Occupational Health and Safety**

All transportation service providers shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
  - *Employment Standards Act, 2000*;
  - *Occupational Health and Safety Act, 1990*;
  - *Workplace Safety and Insurance Act, 1997*;
  - *Canada Labour Code*.
- 2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
  - Providing regular documented health and safety training;
  - Providing and enforcing the use of personal protection equipment;
  - Safeguarding hazardous mechanical processes.

### 3. Staff Training

All MHSW transportation service providers shall:

- 3.1 Ensure that drivers are trained and certified as per *Transportation of Dangerous Goods Act* and the requirements of any other applicable legislation.
- 3.2 Ensure that drivers are trained in the consolidated MHSW Program requirements.
- 3.3 Train staff on their emergency response plan.
- 3.4 Document and maintain records of staff training.

### 4. Transportation-Specific Requirements

- 4.1 All waste must be transported in an approved UN container<sup>6</sup> or equivalent, as supplied by Stewardship Ontario or a service provider to Stewardship Ontario. If using a non-UN approved container, the permit of equivalent level of safety must be presented to Stewardship Ontario.
- 4.2 All vehicles used to transport MHSW must have an enclosed cargo area.
- 4.3 All materials transported must be contained in accordance with TDGA requirements.

### 5. Material-Specific Transportation Standards

Material	Standard
Antifreeze	To be eligible for the transportation incentive, the minimum glycol concentration of the antifreeze that is transported must be 30%. Transporters must make available upon request the test results showing glycol concentrations of bulk and lab-packed truck loads transported to an approved processor. The approved transporter is responsible for the testing.
Sharps	The waste may only be transported by a waste management company for which a waste management system certificate of approval has been issued under Part V of the EPA. In addition, the vehicle used for the transportation of waste sharps must meet the standards outlined in section 7.2 of <i>Guideline C-4: The Management of Biomedical Waste in Ontario</i> , November 2009 <sup>7</sup> .

<sup>6</sup> Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

<sup>7</sup> Available at [www.ene.gov.on.ca/publications/7397e.pdf](http://www.ene.gov.on.ca/publications/7397e.pdf)



## **Consolidated Municipal Hazardous or Special Waste Program Processor Standards**

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the processor is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the processor is required to comply with the SO standards as well as with applicable laws and regulations

### **Background:**

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the *Waste Diversion Act, 2002*.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2) can be found on the Stewardship Ontario website:

[http://www.stewardshipontario.ca/service\\_providers/what-we-do/mhsw/program-plan](http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan)

### **Purpose:**

The Processor Standards define the minimum operating requirements to qualify as a Stewardship Ontario processor of municipal hazardous or special waste. Processors must also agree to and comply with their respective Terms and Conditions.

The Processing Standards do not absolve processors from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the processors' responsibility to be aware of and abide by all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

## **Enforcement of these Vendor Standards:**

Processors shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by processors, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

### **1. General Requirements**

**All MHSW processors shall:**

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate. MHSW processors must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.3 Possess environmental liability insurance with combined single limits of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate. MHSW processors must have Stewardship Ontario listed on the policy as an additional insured party.
- 1.4 Identify and comply with all applicable legislation and approvals, including but not limited to:
  - Ministry of the Environment Certificates of Approval;
  - Ontario Hazardous Waste Information Network registration requirements;
  - Ontario *Environmental Protection Act*, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
  - Federal *Transportation of Dangerous Goods Act* (TDGA);
  - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, 2005 (EIHWHRMR) under the *Canadian Environmental Protection Act*;
  - Applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.5 Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.
- 1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations, including fires, spills and medical events.
- 1.7 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable regulatory requirements, including but not limited to:

- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
  - Occupational health and safety regulations.
- 1.8 Document the downstream flow and handling of MHSW from receipt at their facility to each point of final disposition, including details on how the waste materials are processed at each point and the percentage of processed materials sent to each downstream processor. Stewardship Ontario will treat this information as confidential.
- 1.9 For out-of-province processors, demonstrate that they meet or exceed environmental health and safety standards equal to Ontario requirements.
- 1.10 Maintain all records for a minimum of two years, or as required by regulation, including manifests, bills of lading and waste records.
- 1.11 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and within 60 days of any subsequent fine or regulatory order.
- 1.12 Assume title to the recovered material once it has been made ready for market use, purchase or final safe disposal, at which point title will transfer to the processor and the monies obtained will help offset the costs of processing.

## **2. Occupational Health and Safety**

All MHSW processors shall:

- 2.1 Identify and demonstrate compliance with all applicable health and safety legislation, including but not limited to:
- *Employment Standards Act, 2000*;
  - *Occupational Health and Safety Act, 1990*;
  - *Workplace Safety and Insurance Act, 1997*;
  - *Canada Labour Code* or equivalent in their area of jurisdiction.
- 2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy. Processors shall supply Stewardship Ontario with valid certificates upon request and within five business days of such request.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements, or equivalent in their area of jurisdiction.
- 2.4 Implement and maintain an occupational health and safety (OHS) program to ensure compliance with applicable OHS legislation.

## **3. Material-Specific Requirements**

Material-specific end-of-life management requirements are outlined in the Table 3.1 below.

*Note: The material-specific standards outlined in Table 3.1 are the minimum standards that service providers are required to meet. A disposal standard has been set for waste materials for which no known commercially viable recycling process is available<sup>8</sup>. In these cases, processors who choose to pilot recycling processes would not be penalized for failing to meet the disposal standards outlined.*

**Table 3.1: Material-Specific End-of-Life Management Requirements**

*Note: Containers for which a recycling option is technically feasible, as identified in the Recyclability Status Table<sup>9</sup>, must be recycled.*

MHSW Category	MOE Waste Class	End-of-Life Management Requirements
Corrosives	112 121	Chemical treatment followed by water treatment and/or secure (hazardous) landfill
Batteries	112 121	<ul style="list-style-type: none"> <li>• Staff must have received training in proper procedures for:               <ul style="list-style-type: none"> <li>- Identifying battery chemistries</li> <li>- Handling leaking or corrosive batteries</li> <li>- Identifying and handling batteries containing mercury, and</li> <li>- Handling unidentifiable batteries</li> </ul> </li> <li>• Minimum recycling rates, not including energy-from-waste or slag applications:               <ul style="list-style-type: none"> <li>- Alkaline-manganese, zinc carbon, and zinc air batteries: 80%</li> <li>- Other single-use batteries: 37%</li> <li>- Rechargeable batteries: 60%</li> </ul> </li> </ul>
Paints & Coatings	145	<p>Paints and coatings must be segregated into respective recycling streams which may consist of:</p> <ul style="list-style-type: none"> <li>• Alkyd paints</li> <li>• Latex paint</li> <li>• Solvent-based coatings</li> <li>• Water-based coatings</li> <li>• Metal containers</li> <li>• Plastic containers</li> </ul> <p><b>Alkyd and latex paints</b> must be recycled according to the following minimum rates:</p> <ul style="list-style-type: none"> <li>• Alkyd paint: 75%</li> <li>• Latex paint: 75%</li> </ul> <p><b>Solvent-based coatings</b> must be handled in the following manner (in order of precedence):</p> <ol style="list-style-type: none"> <li>1) Recycle into new product – recycling rate subject to waste quality</li> <li>2) Subject to fuel blending processes<sup>10</sup> for poor quality wastes</li> </ol>

<sup>8</sup> Under the *Waste Diversion Act*, landfilling, incineration and energy-from-waste are not considered recycling.

<sup>9</sup> See [http://www.stewardshipontario.ca/mhsw/pdf/municipal/recycle\\_status\\_phase1.pdf](http://www.stewardshipontario.ca/mhsw/pdf/municipal/recycle_status_phase1.pdf) (table needs to be redone and reposted)

<sup>10</sup> See footnote no. 5

MHSW Category	MOE Waste Class	End-of-Life Management Requirements
		<p><b>Water-based coatings</b> must be handled in the following manner (in order of precedence):</p> <ol style="list-style-type: none"> <li>1) Recycle into product</li> <li>2) Fuel blending</li> <li>3) Solidification and landfill</li> </ol> <p><b>Containers</b> must be recycled according to the following recycling rate target:<sup>11</sup>:</p> <ul style="list-style-type: none"> <li>• Metal containers: 90%</li> <li>• Plastic containers: 50%</li> </ul>
Fluorescents <sup>12</sup>	146	<ul style="list-style-type: none"> <li>• Lamps must be broken in a negative pressure machine to allow separation of glass, aluminum, brass and phosphor-mercury powder</li> <li>• Individual components must be cleaned and tested for mercury content</li> <li>• Glass must be recycled into end product (e.g., fibreglass)</li> <li>• Metal must be reclaimed</li> <li>• Phosphoric powder must be separated from glass via mechanical separation. The phosphoric powder must be heated in a retort unit to separate the mercury from the phosphor powder</li> <li>• Mercury must undergo a quadruple retort process under high vacuum in order to be usable in a new product (e.g., fluorescent lighting), or transformed into cinebar (sulfide form) and permanently retired in a secure (hazardous) landfill</li> </ul>
Fertilizers	147	<p>Must be handled in the following manner (in order of precedence):</p> <ol style="list-style-type: none"> <li>1) Reuse</li> <li>2) Composting</li> <li>3) Secure landfilling</li> </ol>
<p>Mercury waste</p> <ul style="list-style-type: none"> <li>• switches</li> <li>• thermometers, barometers, manometer</li> </ul>	148	<p>Recover the different waste components<sup>13</sup></p> <ul style="list-style-type: none"> <li>• Glass tested for mercury content and recycled into new product</li> <li>• Plastic and metal recycled</li> <li>• Mercury must undergo a quadruple retort process under high vacuum in order to be usable in a new product (e.g., fluorescent lighting), or transformed into cinebar (sulfide form) and permanently retired in a secure (hazardous) landfill</li> </ul>

<sup>11</sup> Stewardship Ontario recognizes that metal and plastic are commodities that are subject to significant market fluctuations. As such, the stated recycling rates for paint and coating containers should be interpreted as goals rather than set targets.

<sup>12</sup> **Stewardship Ontario has been made aware that a Canada-wide standard for the proper collection, recycling and valorization of mercury-containing lamps is currently under development. Depending on the outcome, Stewardship Ontario may amend its processing standard for fluorescent lamps.**

<sup>13</sup> Stewardship Ontario is awaiting input from Environment Canada on the preferred option for the management of mercury in end-of-life products

MHSW Category	MOE Waste Class	End-of-Life Management Requirements
Inorganic Oxidizers	148	Chemical treatment followed by secure (hazardous) / non-secure landfilling
Antifreeze	212	100% recycled
Pesticides	242	Incineration in a hazardous incinerator or disposal in a secure (hazardous) landfill
Ballasts  • PCB • Non-PCB	243  252	Ballasts must be examined to determine if they contain PCBs  Collection site operators must be trained in the recognition of PCB ballasts, as outlined in the documentation published by Environment Canada <sup>14</sup> . Generally speaking, ballasts made before 1980 are likely to contain PCBs. <ul style="list-style-type: none"> <li>- PCB-containing ballasts must be sent to hazardous incineration facility</li> <li>- Non-PCB ballasts that were built before 1991 may contain DEHP, a probable human carcinogen. These must be treated as PCB containing ballasts.</li> <li>- Ballasts not containing either PCBs or DEHP metal must be reclaimed</li> </ul>
Oil Filters	252	100% recycled
Pharmaceuticals (including medical inhalers)	261	Incineration
Miscellaneous Organics Liquid Flammable Fuels	263	<b>Miscellaneous Organics:</b> Fuel blending <sup>15</sup> Landfill (after solidification) Hazardous landfill – where needed <b>Flammables:</b> Fuel blending <b>Fuels:</b> Fuel blending
Organic Oxidizers, e.g., organic peroxides	263	Incineration at a hazardous facility
Sharps	312	As per MOE Guideline C-4 <sup>16</sup> , may be treated with non-incineration methods provided the technology will reduce bacterial spores of <i>B. stearothermophilus</i> within the waste by a level of 6 Log10 (99.9999%)

<sup>14</sup> Please refer to the documents pertaining to the identification of lamp ballasts containing PCBs available on Environment Canada's website at <http://www.ec.gc.ca/Publications/default.asp?lang=En&xml=F1D91988-3B5E-4956-A705-78D054685FFE>

<sup>15</sup> Stewardship Ontario expects to implement a research and development project to recycle certain types of liquid fuels and solvents. If the project results in a viable alternative to fuel blending for certain materials, this standard will be modified.

<sup>16</sup> See [www.ene.gov.on.ca/publications/7397e.pdf](http://www.ene.gov.on.ca/publications/7397e.pdf)

<b>MHSW Category</b>	<b>MOE Waste Class</b>	<b>End-of-Life Management Requirements</b>
Aerosols	331	<ul style="list-style-type: none"><li>• Empty aerosol containers:<ul style="list-style-type: none"><li>– Processed in accordance to Material Recycling Facility (MRF) Certificate of Approval</li></ul></li><li>• Aerosol containers containing residual matter:<ul style="list-style-type: none"><li>– Aerosols are punctured</li><li>– Residual is discharged and fuel blended</li><li>– Metal containers are recycled</li><li>– Plastic caps are recycled</li></ul></li></ul>

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

**AMENDING AGREEMENT**

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

**WHEREAS:**

1. Stewardship Ontario and the Municipality of Magnetawan entered into an agreement concerning municipal hazardous or special wastes dated July 1, 2011 (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 27, 2012 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 anything in Schedule "A".
- 3 All other provisions of the Agreement remain unamended and in full force and affect.

**IN WITNESS WHEREOF** the parties have signed this AMENDING AGREEMENT as of January 27, 2012.

**STEWARDSHIP ONTARIO**

by: 

Name: ~~Gemma Zecchini~~ **LYLE CLARKE**

Title: ~~Chief Executive Officer~~ **F.VP**

**CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

by: 

Name:

Title:

Roger Labelle, Clerk  
Commissioner for taking Oaths,  
Municipality of Magnetawan,  
District of Parry Sound.



**SCHEDULE "A"**

**AMENDED NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 27<sup>th</sup> day of January, 2012.

BETWEEN:

**STEWARDSHIP ONTARIO ("SO")**

- and -

**CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ("MUNICIPALITY")**

**collectively, the "Parties"**

**1.0 Definitions and Interpretation**

1.2 In this Agreement:

- (x) **"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.

**3.0 Price and Payment**

3.1 Price

- (ii) SO will pay the Municipality SO's proportionate share (weight of Obligated MHSW as a proportion of total weight of transported MHSW) of the Post-Collection Services transportation costs for the Commingled Materials to a maximum of the Current Price as defined in Section 3.6 of this Agreement. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of SO.
- (iii) SO will pay the Municipality SO's proportionate share (by weight) of the Post-Collection Services transportation and end processing costs for the Non-Commingled Materials until December 31, 2011. Transportation weight will be determined by the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of SO. End processing costs will be based on actual weight. Municipality acknowledges that effective January 1, 2012 payment for Post-Collection Services for Non-Commingled MHSW collected at Depots will be paid directly to Service Providers by SO, and the Municipality will endeavour to facilitate such transition as reasonably requested by SO.

- (b) MHSW Services - Event. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:
- (i) SO will pay the Municipality an amount per tonne as set out in Schedule "C" for the Collection Services and Post-Collection Services for each of the agreed upon Events specified in Schedule "B". The actual weight of the Obligated MHSW as determined by the Service Provider providing the Post-Collection Services will be used.
- (c) MHSW Services – Event (and transportation to Depot). As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:
- (i) SO will pay the Municipality an amount per tonne as set out in Schedule "C" for the Collection Services and transportation of Obligated MHSW to a Depot for each of the agreed upon Events specified in Schedule "B". The actual weight of the Obligated MHSW as determined by the Service Provider providing the Post-Collection Services will be used.

### 3.2 Payment

(a) MHSW Services – Depot.

- (i) To receive payment for Depot Collection Services, the Municipality must upload a monthly Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s). The Claims Submission is to be submitted by Municipality to SO within thirty (30) days of the end of each calendar month. SO will validate the Claims Submission with the manifest(s) received from Municipality within thirty (30) days of receipt and, once the claim is found to be correct and accurate, SO shall issue the Municipality a purchase order against which the Municipality will invoice SO within sixty (60) days of receipt. SO will pay invoices received from the Municipality pursuant to this Agreement within thirty (30) days of the date of receipt of the invoice by SO.
- (ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted by Municipality to SO within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and Diversion Report(s) received from Municipality within thirty (30) days of receipt and, once the claim is found to be correct and accurate, SO shall issue the Municipality a purchase order against which the Municipality will invoice SO within sixty (60) days of receipt. SO will pay invoices received from the Municipality pursuant to this Agreement within thirty (30) days of the date of receipt of the invoice by SO.
- (iii) To receive payment for Depot Post-Collection Services up to December 31, 2011 for the Non-Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to

except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.

- 19.4 Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
- (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
  - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1, in such instances only SO may terminate this agreement; or

## **20.0 Survival**

- 20.1 Articles 8, 19.2 and 26 of this Agreement will survive termination or expiry and continue in full force and effect.

## **26.0 Confidentiality**

- 26.1 Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Municipality will at all times treat Schedule "C" and the financial terms contained therein as private and confidential information. Notwithstanding the foregoing, Municipality may provide Schedule "C" and the financial terms contained therein to the Member Associations solely for the purpose of discussion with SO as set out in section 4.3 of this Agreement.

To the extent permitted under MFIPPA, Municipality will inform SO of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by SO to Municipality so that SO will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

## **28.0 Schedules**

- 28.1 Schedules "A" through "F" are attached hereto and incorporated in and form part of this Agreement.

### **Schedules**

Within Schedule "E", the following replaces only the section Commingled Materials. All other sections in Schedule "E" remain unamended.

### **Commingled Materials**

- Fertilizers, and the containers in which they are contained,
- Pesticides, and the containers in which they are contained,
- Solvents, and the containers in which they are contained, and
- Aerosols, as defined under Paints & Coatings, Pesticides and Solvents,

that are Obligated MHSW;

**SCHEDULE "F" – DUE DATES AND PENALTIES**

**Depot Collection Services for January to December 2012**

Claim Submission For (Month)	Claim Submission Due Date	Purchase Order Due Date <sup>1</sup>	Invoice Due Date <sup>2</sup>	Payment Due Date <sup>3</sup>	Penalties For Late Submission of Claim Submissions <sup>4</sup>																
					Q1 2012			Q2 2012			Q3 2012			Q4 2012			Q1 2013				
					Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	
January 2012	1-Mar-12	31-Mar-12	30-May-12	29-Jun-12	0%	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	100%
February 2012	30-Mar-12	29-Apr-12	28-Jun-12	28-Jul-12	n/a	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	100%
March 2012	30-Apr-12	30-May-12	29-Jul-12	28-Aug-12	n/a	n/a	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	100%
April 2012	30-May-12	29-Jun-12	28-Aug-12	27-Sep-12	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	100%
May 2012	30-Jun-12	30-Jul-12	28-Sep-12	28-Oct-12	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	100%
June 2012	30-Jul-12	29-Aug-12	28-Oct-12	27-Nov-12	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	100%
July 2012	30-Aug-12	29-Sep-12	28-Nov-12	28-Dec-12	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	5%	10%	15%	100%
August 2012	30-Sep-12	30-Oct-12	29-Dec-12	28-Jan-13	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	5%	10%	15%	100%
September 2012	30-Oct-12	29-Nov-12	28-Jan-13	27-Feb-13	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	5%	10%	15%	100%
October 2012	30-Nov-12	30-Dec-12	28-Feb-13	30-Mar-13	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	100%
November 2012	30-Dec-12	29-Jan-13	30-Mar-13	29-Apr-13	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	100%
December 2012	30-Jan-13	1-Mar-13	30-Apr-13	30-May-13	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	100%

1. Dates in this chart assume the Claim Submission is correct and accurate and is received by SO on the Claim Submission due date. Actual purchase order due dates will be 30 days after receipt of the Claim Submission by SO provided it is correct and accurate.  
 2. Dates in this chart assume the Purchase Order is received by the Municipality on the Purchase Order due date. Actual invoice due dates will be 60 days after the purchase order is received by the Municipality.  
 3. Dates in this chart assume the Invoice is received by SO on the invoice due date. Actual payment due dates will be 30 days after receipt of the invoice by SO.  
 4. Penalties listed in percent for any given month are the total penalty that may be applied against a Claim Submission submitted during that month and are not cumulative with penalties stated in prior months for the same Claim Submission.

**Depot Post-Collection Services and Event Collection Services for January to December 2012**

Claim Submission For (Month)	Claim Submission Due Date	Purchase Order Due Date <sup>1</sup>	Invoice Due Date	Payment Due Date	Penalties For Late Submission of Claim Submissions <sup>2</sup>																	
					Q1 2012			Q2 2012			Q3 2012			Q4 2012			Q1 2013			Q2 2013		
					Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013		
January 2012					0%	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	100%	
February 2012					n/a	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	100%	
March 2012					n/a	n/a	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	100%	
April 2012					n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	100%	
May 2012	30 days after Municipality receives the related Diversion Report(s)	30 days after SO receives the Claim Submission.	60 days after Municipality receives the purchase order.	30 days after SO receives the invoice.	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	100%	
June 2012					n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	5%	10%	15%	20%	25%	30%	100%	
July 2012					n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	10%	15%	100%
August 2012					n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	5%	10%	15%	100%
September 2012					n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	5%	10%	15%	100%
October 2012					n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	5%	10%	15%	100%
November 2012					n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	0%	0%	0%	100%
December 2012					n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0%	0%	0%	0%	100%

1. Purchase order due dates will be 30 days after receipt of the Claim Submission by SO provided it is correct and accurate.

2. Penalties listed in percent for any given month are the total penalty that may be applied against a Claim Submission submitted during that month and are not cumulative with penalties stated in prior months for the same Claim Submission.