

The Corporation of the Township of Southgate

By-law Number 2022-042

being a by-law to authorize an amending materials services agreement between
Product Care Association of Canada and the Corporation of the Township of
Southgate

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an amending materials services agreement,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the amending materials services agreement between Product Care Association of Canada and the Corporation of the Township of Southgate attached hereto as Schedule "A", is hereby ratified and confirmed; and
2. **That** CAO Dave Milliner is authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

Read a first, second, and third time and finally passed this 6th day of April, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

**AMENDING AGREEMENT NO. 2 TO THE
PRODUCT CARE ASSOCIATION – MUNICIPAL INDUSTRY STEWARDSHIP PLAN (ISP)
MATERIALS SERVICES AGREEMENT**

THIS AMENDING AGREEMENT NO. 2 (the “Amending Agreement No. 2”) is made effective as of the 1st day of October, 2021.

BETWEEN:

TOWNSHIP OF SOUTHGATE

(the “Municipality”)

- and -

**PRODUCT CARE ASSOCIATION OF CANADA
 (“PCA”)**

RECITALS:

- A. The Municipality and PCA (together, the “Parties”) entered into the Product Care-Municipal Industry Stewardship Plan (ISP) Materials Services Agreement (the “Agreement”) made as of the 30th day of June, 2015 for the provision of certain services by the Municipality to PCA concerning Phase 1 materials, which were paints and coatings and the containers in which they are contained, as defined by the Industry Stewardship Plan for Paints and Coatings (the “ISP”) pursuant to section 34 of the *Waste Diversion Act, 2002*, SO 2002, c 6, which was in force at the time, but which has since been repealed as of November 30, 2016.
- B. The Agreement has been amended by Amending Agreement No. 1 effective the 1st of April 2016, which forms part of the Agreement, to add services for pesticides, solvents and fertilizers and the containers in which they are contained, as defined by the ISP.
- C. The Municipal Hazardous or Special Waste Program operated by Stewardship Ontario (“SO”) and the ISP program will cease operations on the 30th of September 2021. As of the 1st of October 2021, Ontario Regulation 449/21 (Hazardous and Special Products; the “HSP Regulation”) under the *Resource Recovery and Circular Economy Act, 2016*, SO 2016, c 12, *Sched. 1 (the “RRCEA”)* will come into effect and replace repealed legislation regarding resource recovery and waste diversion.
- D. The Resource Productivity and Recovery Authority (“RPRA”) was created by the Government of Ontario to support the transition and oversee waste diversion programs. RPRA’s authority is received from the RRCEA and the *Waste Diversion Transition Act, 2016*, SO 2016, c 12, *Sched. 2 (the “WDTA”)*. The purpose of the WDTA includes promoting the orderly winding up of waste diversion programs and industry funding organizations, such

AMENDING AGREEMENT NO. 2

as SO, in order to allow for governance under the RRCEA, or otherwise.

- E. The HSP Regulation makes producers of Hazardous and Special Products (“HSP”) responsible for the products once they reach end of life and are disposed of, sets mandatory requirements for HSP collection systems and gives producers choices with respect to resource recovery services. PCA is registered as a Producer Responsibility Organization (“PRO”) with RPRA and has entered into agreements with several producers with the purpose of carrying out one or more of the responsibilities related to HSP.
- F. The Municipality will provide or arrange for certain services with respect to HSP Materials, which includes collecting, sorting, transporting (hauler), processing and post-collection services as understood in the Agreement. PCA will compensate the Municipality or the Municipality’s service provider for these certain services in order to fulfil their contractual obligations as a PRO, and the requirements of the HSP Regulation.
- G. The Parties wish to make certain amendments to the Agreement for the second time as contemplated in Section 13 of the Agreement, and in accordance with the terms and conditions set out herein as Amending Agreement No. 2.

NOW THEREFORE in consideration of the terms and provisions set out in this Amending Agreement No. 2, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1. The above recitals are true.
- 2. Except for the Title, Recitals and the specific sections replaced by this Amending Agreement No. 2, the following defined terms in Column A shall be replaced by the terms in Column B due to the reason described in Column C, in the Agreement:

A: Previous Term(s)	B: New Term(s)	C: Purpose of the New Term(s)
“Product Care Association”	“Product Care Association of Canada”	The current legal name of PCA.
“Municipal Hazardous or Special Waste” or “MHSW”	“Hazardous and Special Products” or “HSP”	To be consistent with the term used to identify all the materials able to be processed under the HSP Regulation.
“ISP Materials”	“HSP Materials”	To be consistent with the new terminology in the HSP Regulation.
“ISP Program” or “ISP”	“HSP Program”	To be consistent with new terminology in HSP Regulation.
“ISP Services”	“HSP Services”	To be consistent with new terminology in HSP Regulation.
“Waste Diversion Ontario” or “WDO”	“Resource Productivity and Recovery Authority” or “RPRA”	The current regulatory authority overseeing waste diversion in Ontario.

- 3. Section 1.0 of the Agreement providing the Definitions and Interpretation for the Agreement is deleted in its entirety and replaced with Section 1.0 provided as Appendix 1

to this Amending Agreement No. 2.

4. Section 2.0 of the Agreement specifying the HSP Services contracted for under the Agreement is deleted in its entirety and replaced with Section 2.0 provided as Appendix 2 to this Amending Agreement No. 2.
5. Subsection 3.4 of the Agreement specifying that the Municipality will not charge residential Generators for the collection of HSP Materials is deleted in its entirety and replaced with the following:

3.4 The Municipality will not charge Generators at its Depots or Events that it is authorized to receive HSP Materials from.
6. Section 4.0 of the Agreement specifying the Term and initiation of the Lab Pack Audit Methodology Review is deleted in its entirety and replaced with Section 4.0 provided as Appendix 3 to this Amending Agreement No. 2.
7. Section 5.0 of the Agreement with respect to Title and Compliance with Laws is deleted in its entirety and replaced with Section 5.0 provided as Appendix 4 to this Amending Agreement No. 2.
8. Section 10.0 of the Agreement with respect to Notices is deleted in its entirety and replaced with Section 10.0 provided as Appendix 5 to this Amending Agreement No. 2.
9. A new Section 29.0 is added to the Agreement with respect to Promotion as follows:

29.0 Promotion

- 29.1 PCA shall not, except with the prior written consent of the Municipality, or as required to provide any services to the Municipality as outlined under the Agreement, release information relating to this Agreement or make use of its association with the Municipality or use the Municipality's name, including the use of the Municipality's logo or other identifiable insignia, for advertising, promotional, or technical purposes or otherwise give it publicity in any manner.
10. Schedule "A" of Agreement is deleted in its entirety and replaced with Schedule "A" provided as Appendix 6 to this Amending Agreement No. 2.
 11. Schedule "B" of Agreement is deleted in its entirety and replaced with Schedule "B" provided as Appendix 7 to this Amending Agreement No. 2
 12. Schedule "C" of Agreement is deleted in its entirety and replaced with Schedule "C" provided as Appendix 8 to this Amending Agreement No. 2.
 13. Schedule "D" of Agreement is deleted in its entirety and replaced with Schedule "D"

provided as Appendix 9 to this Amending Agreement No. 2

14. Schedule "E" of Agreement is deleted in its entirety and replaced with Schedule "E" provided as Appendix 10 to this Amending Agreement No. 2.
15. All capitalized terms which are used in this Amending Agreement No. 2, if not otherwise defined here, shall have the defined meaning set out in the Agreement.
16. Except as set out in this Amending Agreement No. 2, all other terms and conditions of the original Agreement remain in force and are unchanged, and unmodified.
17. The Municipality acknowledges that some Ontario municipalities have participated in the drafting of a template version of this Amending Agreement No. 2. The Municipality acknowledges and agrees that the participation of these municipalities in drafting the template Amending Agreement No. 2 does not constitute these municipalities' endorsement or verification of the (i) Amending Agreement No. 2, (ii) Agreement, (iii) PCA, or (iv) services provided by PCA under the Agreement, and that the Municipality cannot rely on these other municipalities' involvement when entering into the Amending Agreement No. 2 or the Agreement. The Municipality acknowledges having reviewed this Amending Agreement No. 2 and having been made aware of its right to obtain independent legal advice and has either obtained said legal advice or has chosen not to obtain legal advice and enter into this Amending Agreement No. 2 willingly and of its own accord.
18. Regardless of the date on which the parties execute this Amending Agreement No. 2, upon this Amending Agreement No. 2 having been fully executed by PCA and the Municipality, PCA shall, retroactive to October 1, 2021, make the payments that PCA is required to make to the Municipality under the Agreement, as modified by this Amending Agreement No. 2.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

19. This Amending Agreement No. 2 may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Amending Agreement No. 2 electronically in legible form is equally effective as delivery of a manually executed counterpart of this Amending Agreement No. 2. The form of execution may be subject to the Municipality's temporary document execution process, in place during COVID-19 restrictions. Should this Amending Agreement No. 2 be executed during such restrictions, the Parties agree that execution can be effected through the use of the Municipality's 'Temporary Electronic Approval Template', provided that such a template exists.

IN WITNESS WHEREOF the duly authorized signing officers of the Parties have executed this Amending Agreement No. 2 effective as of the date first written above.

TOWNSHIP OF SOUTHGATE

Per: _____

Name:

Title:

Date: March____,2022

I/We have authority to bind the Corporation.

PRODUCT CARE ASSOCIATION OF CANADA

Per: _____

Name: Mark Kurschner

Title: President

Date:

I/We have authority to bind the Corporation.

Appendix 1

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*, SO 2002, c 6 (Ontario), the *Municipal Act, 2001*, SO 2001 c 25 (Ontario), the *Waste Diversion Transition Act, 2016*, SO 2016, c 12 (Ontario), or the *Resource Recovery and Circular Economy Act, 2016*, SO 2016, c 12, Sched. 1 (Ontario) as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules, appendices, and amendments thereto;
 - (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier or single-tier municipality, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Services at its Depots outside of a “Business Day” and that this definition of “Business Day” is not intended to constrain the operating hours of the Municipality’s Depots;
 - (c) **“Claims Submission”** means submission to PCA of data required to validate claim for payment;
 - (d) **“Collection Services”** means all the activities agreed upon under this Agreement, 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 HSP Materials onto transportation vehicles, including the manifesting of the HSP Materials prior to transportation away from the Event or Depot;
 - (e) **“Collection Site(s)”** means the HSP Depot(s) named under Schedule “B”;
 - (f) **“Commingled Materials”** means the HSP Materials listed in Schedule E that can be and are safely packed together for transportation as per the Packing Standards;
 - (g) **“Current Price”** means the price for Post Collection Services for Commingled Materials in effect as of October 1, 2021 and, for subsequent years commencing from and after January 1, 2023, the price for Post Collection Services for Commingled Materials in effect as of January 1 of the applicable year, subject to an annual increase for each of those subsequent years by a percentage amount equal

to the percentage change in the Statistics Canada Consumer Price Index (All Items, Not Seasonally Adjusted) which occurred during the previous twelve (12) month period in the province of Ontario;

- (h) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving HSP Materials from Generators that the Municipality is authorized to receive HSP Materials from, and transferring same to transporters for processing or recycling;
- (i) **“Diversion Report”** means invoices, HSP Materials tonnage reports, or other such documents as may reasonably be required by PCA from time to time for the validation of Claims Submissions;
- (j) **“Effective Date”**
 - i. means June 30, 2015 for the ISP;
 - ii. means April 1, 2016 for Amendment No. 1 to the ISP to add services for pesticides, solvents and fertilizers; and
 - iii. means October 1, 2021 for the HSP Program where PCA is now a PRO for certain producers pursuant to the HSP Regulation;
- (k) **“End Processor”** means a Service Provider that processes collected HSP Materials;
- (l) **“Event”** means a one-day or other collection event, operated by or on behalf of the Municipality to collect, pack, transport, weigh, and process HSP Materials from Generators that the Municipality is authorized to receive HSP from;
- (m) **“FOB”** means free on board;
- (n) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (o) **“Industry Stewardship Plan” or “ISP”** means the now discontinued PCA Paints and Coatings waste diversion program dated May 23, 2014 as it applied to Phase 1 materials approved by Waste Diversion Ontario on December 10, 2014 which commenced on the Effective Date, pursuant to section 34 of the *Waste Diversion Act, 2002* (Ontario), including any amendments thereto and replacements thereof, and terminated or will terminate on the 30th of September 2021;
- (p) **“HSP”** has the same definition as “hazardous and special product” or “HSP” under the HSP Regulation;

- (q) **"HSP Materials"** means the HSPs designated by the Parties in Schedule "C", for the purposes of this Agreement;
- (r) **"HSP Program"** means the PCA waste diversion program with the Effective Date of October 1, 2021 as it applies to HSP Materials;
- (s) **"HSP Regulation"** means Ontario Regulation 449/21 (Hazardous and Special Products) under the *Resource Recovery and Circular Economy Act, 2016*, as amended;
- (t) **"HSP Services"** means the Collection Services and/or Post-Collection Services provided by the Service Provider for the HSP Materials;
- (u) **"Lab Pack Audit"** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by the Parties with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by PCA as set out in this Agreement;
- (v) **"Manifesting"** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Ontario Regulation 347: General – Waste Management, made under the *Environmental Protection Act* (Ontario);
- (w) **"Member Associations"** has the meaning set out in Section 4.3;
- (x) **"Minister"** means the Minister of the Environment Conservation and Parks for the Province of Ontario;
- (y) **"Non-Commingled Materials"** means the materials listed in Schedule E that must be and are packed separately for transportation as per the Packing Standards;
- (z) **"Non-Designated HSP"** means products that are hazardous or special that are not designated as an HSP under the HSP Regulation;
- (aa) **"Packing Standards"** means the Waste Packing Protocols listed in Schedule "E", as amended by PCA from time to time;
- (bb) **"PCA Portal"** means PCA's online system for uploading Claims Submissions;

- (cc) **“Producer Responsibility Organization” or “PRO”** includes PCA where PCA has registered as a PRO with RPRA and entered into an agreement with a producer(s) for the purposes of carrying out one or more of the producer responsibilities as prescribed by the HSP Regulation, but does not include a processor retained solely for the purposes of processing HSP;
- (dd) **“Post-Collection Services”** means the management of HSP Materials after delivery of such HSP Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of HSP Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities; and
- (ee) **“Service Provider”** means the Municipality and/or a commercial party that provides HSP Services to PCA or, in the case of the Municipality receiving HSP Services, means the commercial party providing HSP Services to the Municipality.

Appendix 2

2.0 HSP Services

- 2.1. Schedule "A" to this Agreement sets out schematically three (3) different service location types for the provision of HSP Services by the Municipality to PCA. These are as follows:

- (a) Depot
- (b) Event
- (c) Event (and transportation to Depot)

For the purpose of this Agreement, PCA 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 HSP Services to PCA.

☒ [X] Depot

☐ [] Event

☐ [] Event (and transportation to Depot)

- 2.2. PCA and the Municipality may agree in writing at any time to change the service location type under which the Municipality is providing HSP Services to PCA herein to the other service location type listed above and described in Schedule "A" hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes to this Agreement which may include the addition or removal of HSP Materials covered in the HSP Program. 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. Notwithstanding, either Party may give written notice within a reasonable time to the other Party to remove any of the HSP materials from the Municipality's list of HSP Materials included in Schedule "C" of the Agreement ("Notice of Removal"), and such change shall take effect not sooner than ninety (90) days from which the Notice of Removal was given. Neither the Notice of Removal nor the removal of an HSP from the Municipality's list of HSP Materials shall affect the validity, legality, or enforceability of any other provision of this Agreement. For greater clarity, where an HSP is removed from the Municipality's list

of HSP Material(s) under Schedule "C" pursuant to the Notice of Removal then PCA shall have no further right or claim whatsoever to the removed HSP Material(s) from the date on which the removal takes effect.

- 2.4. In the event that PCA registers with the RPRA for other HSPs, then PCA shall provide to the Municipality, at least ninety (90) days before the effective date of the new registration, a proposal for an amendment to this Agreement. The Municipality may, in its sole and absolute discretion, choose whether or not to contract with PCA for the provision of additional HSP Services with respect to the other HSPs for which PCA has newly registered. This discretionary authority applies to any and all HSPs for which PCA has registered even if before the effective date of this Agreement.
- 2.5. The Depot locations for which the Municipality will collect HSP Materials from its residents are provided in Schedule "B". These are the locations for which HSP Services will be provided by the Municipality to PCA, in accordance with Section 5, for the service location types identified above, as applicable, and PCA agrees to accept HSP Services for all locations identified in Schedule "B".

Appendix 3

4.0 Term and Lab Pack Audit Methodology Review

- 4.1. The term of the Agreement commenced or will commence on the Effective Date and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, shall end on December 31, 2022 (the “Term”).
- 4.2. At the expiry of the Term, this Agreement will automatically renew for successive renewal term (a “Renewal Term”) of twelve (12) months unless written notice of termination is provided by either Party to the other Party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the “Term” of this Agreement.
- 4.3. At least one hundred and fifty (150) days prior to the expiration of the then current Renewal Term (as applicable) PCA or the Municipality will invite representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (the “Member Associations”) to meeting(s) hosted by PCA with the purpose of sharing any changes to the Lab Pack Audit methodology and results, and to discuss possible changes to the Collection Accessibility Schedules and Payment for Collection Services as set out in Schedule “B” and Schedule “C” respectively. PCA’s position on changes to Schedule “B” and Schedule “C” following the foregoing meeting(s) will be communicated to the Municipality within one hundred and twenty (120) days of the expiration of the Initial Term or the then current Renewal Term (as applicable). The Parties shall each have access to the data used to design the Lab Pack Audit methodology and the data supplied to any third party to conduct the Lab Pack Audit and the Parties acknowledge that other municipalities participating in the Lab Pack Audit will also have access to the same data.

Appendix 4

5.0 Title and Compliance with Laws

5.1 To the extent permitted by applicable laws, the Party or Service Provider with physical possession of the HSP Materials shall have and retain title to the HSP Materials for the duration for which they are in the physical possession of the HSP Materials until such time as they are transferred to the physical possession of another Party or Service Provider, including the End Processor, in accordance with the Processor Standards outlined in Schedule “E”, as amended. Any contract the Parties may enter into with any Service Provider or End Processor shall provide the same. Notwithstanding who has the title of the HSP Materials and to the extent it is within the reasonable control of the Municipality, the Municipality transfers the exclusive right to PCA to claim the Collection Site(s) or Events and/or the weight of recovered resources for the HSP listed in the Municipality's list of HSP Materials, insofar as the right to claim the Collection Site(s) or Events and/or the weight of recovered resources are required to fulfill PCA's PRO responsibilities under the HSP Regulation for the HSP Materials.

5.2 In performing the HSP Services hereunder, the Parties represent and warrant that they will at all times, and will require their Service Providers to, have all Certificates of Approval/Environmental Compliance Approval and any other approvals required and that they will otherwise comply at all times and require their 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, Conservation and Parks, the Ontario Ministry of Labour, sections 22 and 23 of the HSP Regulation regarding the requirements for HSP Collection Site(s) or HSP Collection Event(s) to qualify under the HSP Regulation, and section 30 of the HSP Regulation regarding the processing and disposal of the collected HSP Materials, and Ontario's *Municipal Freedom of Information and Protection of Privacy Act*, *Personal Health Information Protection Act, 2004*, and Canada's *Personal Information Protection and Electronic Documents Act*, as amended and as applicable.

Appendix 5

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either PCA or the Municipality, will be in writing and sufficiently given if delivered personally, by e-mail, or other electronic means of written communication tested and agreed upon 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 PCA will be delivered to:

President
Product Care Association of Canada
420-2238 Yukon Street,
Vancouver, BC, V5Y 3P2
Facsimile: 604-592-2982
Email: contact@productcare.org

Notices to the Municipality will be delivered to:

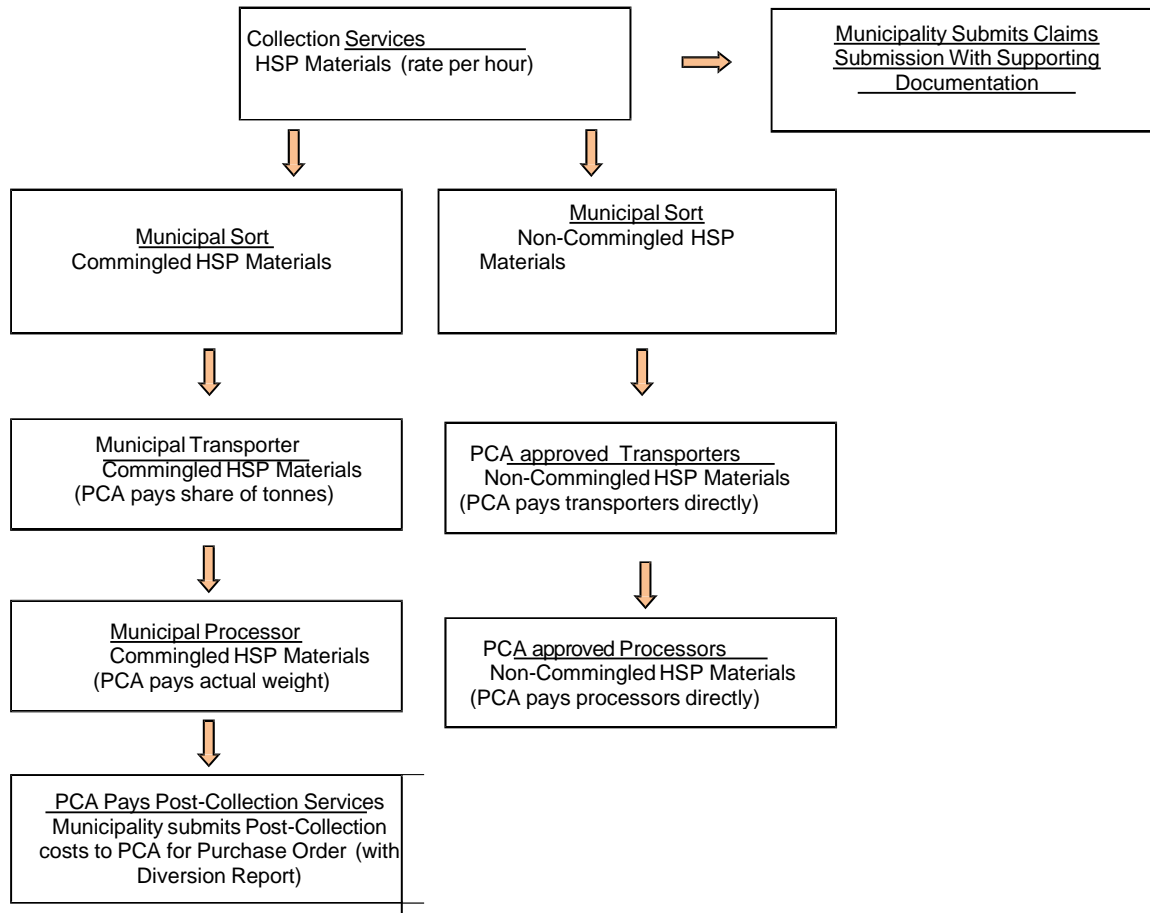
Public Works Admin
TOWNSHIP OF SOUTHGATE
185667 Grey Road 9, RR#1, Dundalk, ON, Canada, N0C 1B0
Email: jellis@southgate.ca

Any such notice if delivered personally, by e-mail or by other electronic means will be conclusively deemed to have been given on the day of personal delivery or the transmission of e-mail or other tested and agreed upon 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 (5th) 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.

Appendix 6

SCHEDULE “A” – HSP SERVICES

DEPOT

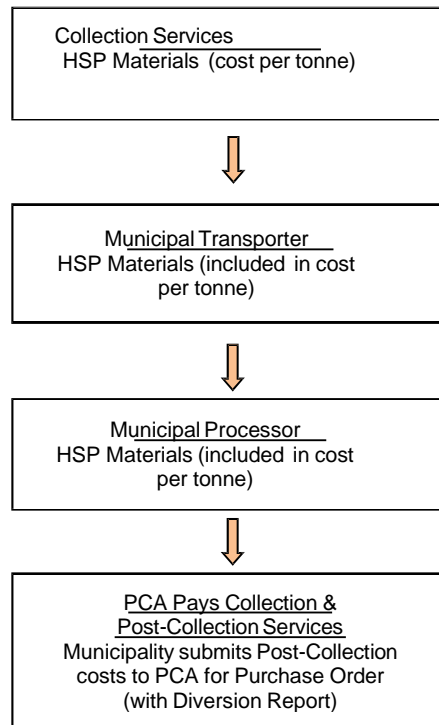


The Municipality or the Municipality’s Service Provider provides Depot Collection Services to PCA for HSP Materials. PCA pays the Municipality an hourly rate for the Collection Services.

Commingled HSP Materials may be packed in transportation containers with other Non-Designated HSP at municipal Depots as per Packing Standards. For Commingled HSP Materials, the Municipality is to contract for transportation and processing of such Commingled HSP Materials and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the HSP Materials.

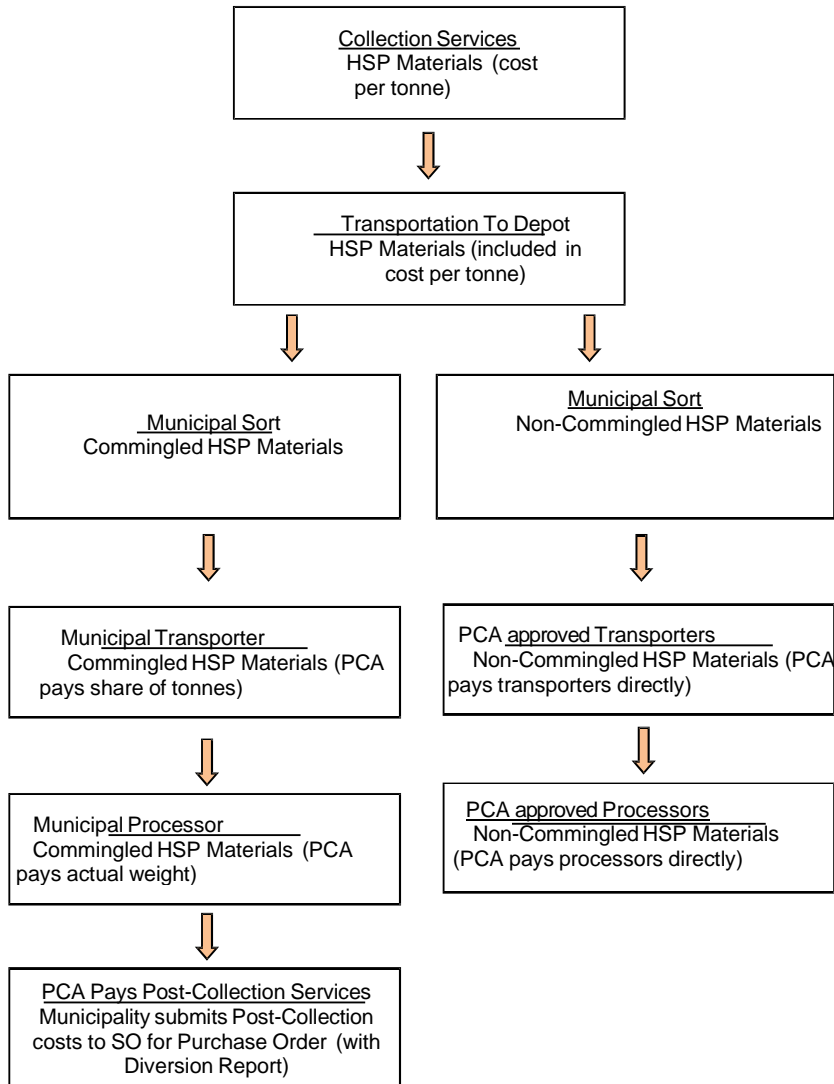
Non-Commingled HSP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved PCA transporters.

EVENT



The Municipality or the Municipality's Service Provider provides Event Collection Services for HSP Materials. The Municipality may combine Events with other activities, including collection of other HSP and Non-Designated HSP. PCA pays the Municipality a cost per tonne of HSP Materials as per Schedule "C" for the Collection and Post-Collection Services.

EVENT (and transportation to Depot)



The Municipality or the Municipality's Service Provider provides Event Collection Services for HSP Materials and transports the collected HSP Materials to a Depot. PCA pays the Municipality a cost per tonne.

Commingled HSP Materials may be commingled with other HSP or Non-Designated HSP at municipal Depots as per Packing Standards. For Commingled HSP, the Municipality is to contract for transportation and processing of such Commingled HSP and PCA 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 HSP Materials.

Non-Commingled HSP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by an approved PCA transporter.



Appendix 7

SCHEDULE "B" – COLLECTION SERVICES

Municipality will collect HSP Materials from its residents according to the following Collection Services.

Depots

HSP Depot Name	Address	Days & Hours of Operation	Total Reimbursable hours
Depot - Dundalk Transfer Station	752178 Ida Street South, Dundalk, ON, Canada, N0C 1B0	Tues 10:00am - 3:00pm Sat 9:00am - 1:00pm	468
Depot - Egremont Transfer Station	413018 Southgate Sideroad 41, Egremont, ON, Canada, N0G 2A0	Wed 10:00am - 3:00pm and Sat 9:00am - 1:00pm	

Events:

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

INITIALLED BY MUNICIPALITY: _____

Appendix 8

SCHEDULE “C” – HSP MATERIALS INCLUDED AND PAYMENT FOR COLLECTION SERVICES

The HSP Materials which are the subject of this Agreement are those which are selected in the table below:

HSP Materials Selection and Rates:

	HSP Materials included in this Agreement are marked with an “X”	HSP Regulation Category	Hourly rate	\$/tonne rate
Paint and Coatings	X	B	\$14.18	N/A
Pesticides	X	B	\$0.06	N/A
Solvent	X	B	\$0.99	N/A
Pressurized containers – non-refillable	X	A	\$0.43	N/A
Pressurized containers - refillable propane	X	E	N/A	N/A

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

For HSP Services – Depot, PCA will pay the Municipality the Hourly Rates set out in the HSP Materials Selection and Rates table in this Schedule “C” 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 HSP Services – Event, PCA will pay the Municipality the “\$/tonne rate” set out in the HSP Materials Selection and Rates table in this Schedule “C” per tonne of HSP Materials plus applicable taxes.

For HSP Services – Event (and transportation to Depot), PCA will pay the Municipality the “\$/tonne rate” set out in the HSP Materials Selection and Rates table in this Schedule “C” per tonne of HSP Materials plus applicable taxes.

For Commingled HSP Materials, PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the HSP Materials.



Appendix 9

SCHEDULE "D" – PROMOTION & EDUCATION

The Municipality will actively promote the collection of HSP Materials and the Product Care Recycling brand through municipal publications, events and activities that support the Municipality's waste management strategy. The Municipality will not charge PCA for any promotion or education activities unless PCA has agreed to such charges in advance in writing. PCA'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 may post the Collection Accessibility Schedules, the Product Care Recycling logo and a link to <http://www.productcare.org/> on the aforementioned webpage at no cost to PCA.

The Municipality must submit to PCA draft copies of all publications using PCA trademarks and logos for approval, which PCA 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 Product Care Association or any brand owned by PCA, such as Product Care Recycling.

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

Appendix 10

SCHEDULE "E" – PCA STANDARDS

Ontario Hazardous and Special Products (HSP)

Collection Site Standards

Effective: October 1, 2021

To the extent that there is any conflict between these Product Care Association (PCA) HSP Material Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. 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 PCA 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 PCA standards as well as with applicable laws and regulations

Background

The HSP Regulation came into effect October 1, 2021. The HSP Regulation and product definitions can be viewed at this website [O. Reg. 449/21: HAZARDOUS AND SPECIAL PRODUCTS \(ontario.ca\) https://www.ontario.ca/laws/regulation/r21449](https://www.ontario.ca/laws/regulation/r21449)

PCA is registered with the Resource Productivity and Recovery Authority (RPRA) as a Producer Responsibility Organization (PRO) under the HSP Regulation.

PCA operates as a Producer Responsibility Organization for certain HSP Materials to ensure they are collected and recycled or otherwise safely disposed of in an environmentally appropriate way.

Purpose

The HSP Collection Site Standards define the minimum operating requirements to qualify as a PCA collection site for HSP Materials. All locations wishing to act as a collection site on behalf of PCA must be approved by PCA.

PCA reserves the right to review and revise these standards on an ongoing basis. PCA shall provide notification of revisions to these standards to active collection sites. . This notice shall be provided as soon as practicable, and the active collection site shall not be responsible for complying with the revised standards until such time as reasonable notification has been



provided and the active collection site has been given reasonable time to comply. PCA acknowledges that the reasonable time frame to comply may vary depending on the actual change being implemented and, in any event, will be no less than thirty (30) days after notification has been made.

Who These Standards Apply to:

For the purposes of these standards, a *Collection Site Operator* means the operator of a PCA approved collection site from which a transporter will pick up HSP Materials and transport them to an approved PCA HSP Materials processor. These standards apply to the following two types of collection sites:

1. **Type 1 sites:** Sites that receive HSP Paints and Coatings and other HSP Materials, and
2. **Type 2 sites:** Sites that collect only: HSP Paints and coatings

Enforcement of these Standards

Collection site operators shall:

- Provide PCA with all reasonable information relating to these standards or any matter that relates to HSP Regulation or procedures of PCA;
- Acknowledge that PCA has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, PCA 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 retained by PCA to verify compliance are acting on behalf of PCA and shall be bound by strict confidentiality agreements.

1. General Requirements

All HSP Materials 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.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type 1 collection sites shall be:

- In possession of and in compliance with all terms in their Ministry of

Environment, Conservation and Parks (MECP) Environmental Compliance Approval (ECA) or Certificate of Approval, as the case may be;

- In compliance with O. Reg.449/21: Hazardous and Special Products;
- Registered with the MECP'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 2 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 O. Reg.449/21: Hazardous and Special Products;
- 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 Meet the HSP Regulation requirements for Collection Site or Collection Event including those set out in s. 22 and s. 23 of the HSP Regulation.
- 1.5 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).
- 1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.7 Maintain all records for a minimum of two (2) years or longer as required by law, including manifests, bills of lading and waste records.
- 1.8 Provide notice to PCA of any fines or regulatory orders in the previous five (5) years that relate to HSP Materials collected under agreement with PCA and, going forward, within sixty (60) days of any new fine or regulatory order as it relates to HSP Materials collected under agreement with PCA.

2. Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable Ontario health and safety legislation, including but not limited to:
 - *Employment Standards Act, 2000*;
 - *Occupational Health and Safety Act, 1990*; and
 - *Workplace Safety and Insurance Act, 1997*.
- 2.2 Possess workers' compensation coverage through either a provincial (e.g., WSIB) 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 collection site operators shall:

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

4. Waste Packing Protocols

All collection site operators shall:

- 4.1 Pack waste according to the MECP's waste classes and PCA Waste Packing Standards as outlined in Appendix A below.
- 4.2 Ensure that HSP Materials are handled and stored as follows:

For Type 1 collection sites:

In accordance with the conditions laid out in their respective Environmental Compliance Approval (ECA) or Certificate of Compliance, as the case may be, and all applicable laws and regulations.

For Type 2 collection sites:

- Have the ability to receive waste paint from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have reasonable 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 one 205 L drum or one PCA tubskid, one standard UN gaylord boxes or one metal paint collection bin 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 HSP Materials ; and
- Have reasonable security measures in place to prevent HSP Materials 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 container¹, a Transport Canada Equivalency Certificate or PCA approved containers and all materials transported must be contained in accordance with *Transportation of Dangerous Goods Act* (TDGA) requirements.
- 4.4 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval or Certificate of Compliance Storage Requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled to capacity and it may be partially filled.
- 4.5 If applicable, make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport.

- 4.6 Place large pails (18 to 30 litres) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing large pails on the bottom layer.
- 4.7 Contamination allowances
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums for a given waste class.
 - Contamination levels in transport containers (mis-packed HSP Materials, non-program wastes as identified in Appendix A below) will be monitored by PCA or by its authorized agent through random sampling. HSP Materials collection site operators will be required to take corrective action if contamination allowances are exceeded. PCA reserves the right to revoke the collection site's approval status if corrective action is not taken as reasonably requested by PCA.

¹ 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.

Appendix A –HSP Materials Packing Standards

Please note: This table references all HSP Materials as listed in the HSP Regulation. PCA requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Sorting Requirement	Examples of Inclusions	Examples of Exclusions	Instructions
1	Aerosols - 331 UN 1950	Commingled¹	<ul style="list-style-type: none"> Includes paints and coatings, pesticides and solvents managed through PCA's HSP program and waste not managed through PCA's HSP program that are packaged under pressure in a non-refillable self-closing container that contains a propellant in gaseous form. 	<ul style="list-style-type: none"> Pressurized containers (refillable or non-refillable) Fire extinguishers (including in aerosol format) Inhalers Hair Spray Insect Repellent 	
2	Miscellaneous Waste Organic Chemicals - 263 (for pails: 211, 212, 213) UN 1992, 1993	Commingled¹	<ul style="list-style-type: none"> Includes HSP solvents managed through PCA's HSP program and may include other chemical wastes that are not managed through PCA's HSP program. Note: Solvents include such items as turpentine, alcohols (methanol, isopropanol, ethanol), ketones (acetone, methyl ethyl ketone), xylene, toluene, mineral spirits, linseed oil, naphtha, methylene chloride and products marketed as paint thinners, lacquer thinners, automotive body resin solvents, contact cement thinners, paint strippers and degreasers. 	<ul style="list-style-type: none"> Paints and coatings Driveway and roof sealants HSP solvents supplied in a container that is greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions
3	Non-Refillable Pressurized Containers 331 UN 1978	Non-Commingled ²	<ul style="list-style-type: none"> • A pressurized container that is used for the supply of a gas product, including propane, but cannot be refilled 	<ul style="list-style-type: none"> • An aerosol container • A fire extinguisher • A pressurized container that has a capacity greater than 109 litres 	<ul style="list-style-type: none"> • Collection sites must store and ship compressed gases based on content (gas) and not cylinder type

4	Paints, Stains and Coatings - 145	Non-Commingled²	<ul style="list-style-type: none"> • Latex, oil or solvent-based architectural coatings and includes paints and stains, whether tinted or untinted, non-pesticide marine paints and aerosol paints for automotive, craft and industrial applications <p>Note: Architectural coatings means paint or coating intended for interior or exterior surfaces of residential, commercial, institutional or industrial structures, including any components of or attachments to those structures, such as driveways, indoor or outdoor furniture, appliances, floors, cabinets and doors</p>	<ul style="list-style-type: none"> • Non-aerosol paints intended for automotive or industrial applications or crafts • Paints or wood preservatives that are registered as a pesticide under the <i>Pest Control Products Act</i> (Canada), • Stuccos and spackling compounds, • Polishes and waxes, • Caulking and sealants, or • Paints and coatings that are supplied in a container that has a capacity greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> • Collection/transport containers should be packed with larger paint containers at the bottom, any spaces filled with smaller containers, and smaller paint containers on top. Paint and coating containers must be stacked upright in the collection/transport containers.
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5	Pesticides - 242 UN 2902,2903, 2588.	Commingled	<ul style="list-style-type: none"> • A pesticide, fungicide, herbicide or insecticide that is registered under the <i>Pest Control Products Act</i> (Canada), that is designated as “DOMESTIC” class under the Pest Control Products Regulations (SOR/2006-124) and is required to bear the signal word “DANGER” or “WARNING” and the signal word “POISON” together with the related precautionary symbols set out in Schedule 3 of that Regulation 	<ul style="list-style-type: none"> • Insect repellents intended for personal use. • Sanitizers, disinfectants and antimicrobial products. • Pool chemicals. • Diatomaceous earth. • Pet products. • Ant traps. • Products regulated under the Food and Drugs Act (Canada). • Insecticidal soaps. • Commercial, agricultural and restricted classifications registered under the Pest Control Products Act (Canada). • Product supplied in a container that has a capacity greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> • Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.
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6	Refillable Propane Container 331 UN 1978	Non-Commingled²	<ul style="list-style-type: none"> • A pressurized container that can be refilled, has a water capacity of 109 litres or less and is used only for propane 	<ul style="list-style-type: none"> • A refillable non-Propane container 	<ul style="list-style-type: none"> • It is acknowledged that collection sites must store and ship compressed gases based on content (gas) and not cylinder type
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1 - Commingled refers to waste managed under Product Care Association's program that are packed with waste that is not managed by Product Care Association because separating them at the collection site is not possible or practical. Product Care Association uses allocation models derived from audits conducted on its behalf to calculate its financial obligations to collectors and its collection performance for reporting purposes.

2 - Non-Commingled refers to the sorting of waste such that only wastes managed under Product Care Association's program are packed in the same shipping container.

INITIALED BY MUNICIPALITY: _____