

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 08 – 10 – 361

Being a By-Law to authorizing Council to enter into an agreement with Stewardship Ontario regarding a shared responsibility municipal hazardous or special waste Management Agreement

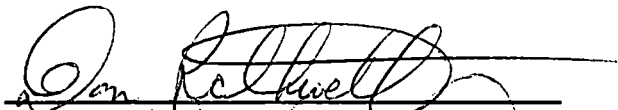
WHEREAS pursuant to the *Municipal Act, 2001* (Ontario), a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it expedient to enter into agreement with the Stewardship Ontario for the participation in a shared responsibility municipal hazardous or special waste Management Agreement;

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Township of Whitewater Region hereby authorizes the Mayor and Clerk execute the shared responsibility municipal hazardous or special waste Management Agreement with Stewardship Ontario (Schedule "A").

READ a First, Second and finally passed on the Third Reading this 15th day of October, 2008


MAYOR


CAO/CLERK

**MUNICIPAL HAZARDOUS OR SPECIAL WASTE
MANAGEMENT SHARED RESPONSIBILITY AGREEMENT**

THIS AGREEMENT made in duplicate is effective as of the • day of •, 2008.

B E T W E E N:

STEWARDSHIP ONTARIO
(hereinafter referred to as “**Stewardship Ontario**”)

- and -

The Corporation of the Township of Whitewater Region
(hereinafter referred to as the “**Municipality**”)

(hereinafter referred to as the “**Parties**” or singularly as a “**Party**”)

WHEREAS:

A. By letter received by Waste Diversion Ontario on December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario to develop a waste diversion program for municipal hazardous or special waste and that Stewardship Ontario act as the Industry Funding Organization for the program, which requirement was made pursuant to subsection 23(1) of the *Waste Diversion Act 2002* (Ontario);

B. Stewardship Ontario, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan, which was approved for implementation by the Minister of the Environment for the Province of Ontario by letter dated February 19, 2008;

C. The municipal hazardous or special waste program plan provides, *inter alia*, for Stewardship Ontario to arrange for the management of municipal hazardous and special waste which has been collected by municipalities and other collection systems in the Province of Ontario.

NOW THEREFORE in consideration of the premises and mutual agreements contained herein and subject to the terms and conditions hereinafter set forth, the Parties covenant and 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) **“Act”** means the *Waste Diversion Act, 2002* (Ontario), as amended;
 - (b) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
 - (c) **“Bank of Canada Rate”** means the floating annual rate of interest published from day to day in the GLOBE and MAIL Report on Business in its “Money Rates” column as the “Bank of Canada Overnight Rate”. Should such publication not continue to publish the Bank of Canada Overnight Rate or a substitute rate, then Stewardship Ontario will select a comparable announced rate.
 - (d) **“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;
 - (e) **“Certificate of Approval”** means a legal instrument issued by the Director of the Environmental Assessment and Approvals Branch of the Ministry of the Environment of Ontario pursuant Section 27 to the *Environmental Protection Act* (Ontario);
 - (f) **“Collection Services”** means all the activities, including those conducted at Depots and Events operated by or on behalf of the Municipality for the purpose of receiving, classifying and storing MHSW including the manifesting of the MHSW after the MHSW is loaded into the transportation vehicle prior to transportation away from the Depot or Event, but not including Value-Added Collection Services;
 - (g) **“Commencement Date”** means July 1, 2008;
 - (h) **“Depot”** means a collection facility/location, at an address for which a Certificate of Approval has been issued, for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators within the Municipality’s service area;
 - (i) **“Event”** means a one-day or other mobile collection event conducted to receive MHSW from the public and/or Exempt Small Quantity IC&I Generators operated for or on behalf of a Municipality;
 - (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, and

generates MHSW and that does not generate more than 100 kilograms per month of MHSW;

- (k) **“Generator”** means the operator of a waste generation facility;
- (l) **“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);
- (m) **“MFIPPA”** means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended from time to time.
- (n) **“Municipal Hazardous or Special Waste” or “MHSW”** means waste materials defined under Ontario Regulation 542/06 and includes both Municipal Hazardous and Special Waste as defined therein.
- (o) **“Municipal Hazardous or Special Waste Program Plan” or “MHSW Program Plan”** means the waste diversion program approved by the Minister of the Environment on February 19, 2008, pursuant to section 26 of the Act, and any amendments thereto;
- (p) **“MHSW Services”** means Collection Services and Post-Collection Services for Phase 1 MHSW;
- (q) **“Minister”** means the Minister of the Environment for the Province of Ontario;
- (r) **“Minister’s Program Request Letter”** means the Minister’s letter to Waste Diversion Ontario received on December 12, 2006 requesting a waste diversion program for MHSW and directing Stewardship Ontario to act as the Industry Funding Organization;
- (s) **“Phase 1 MHSW”** means MHSW designated as such in the Minister’s Program Request Letter and further defined in the MHSW Program Plan;
- (t) **“Post-Collection Services”** means activities relating to the management of MHSW after the point of Manifesting, including but not limited to transportation of waste from collection facilities, processing, recycling, and disposal of waste and other waste management activities;
- (u) **“Service Provider”** means a third party that provides services to the Municipality in relation to the MHSW Services;
- (v) **“Service Provider Contract”** means the contract between the Municipality and the Service Provider pursuant to which the Service Provider provides some or all of the MHSW Services of the Municipality;
- (w) **“Stewards”** means the persons or companies obligated by Stewardship Ontario to pay fees under the Municipal Hazardous or Special Waste Program Plan;

- (x) **“Value-Added Collection Services”** means additional procedures listed in **Schedule D** which the Municipality has agreed to perform at the time of providing Collection Services, at the request of Stewardship Ontario;
- (y) **“Waste Diversion Program”** means a program referred to in Sections 23 and 25 of the Act.

1.3 In this Agreement,

- (a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) The word “including” or “includes” shall mean “including [or includes] without limitation”;
- (c) Any reference to a statute shall mean the statute in force as of the date of this Agreement, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) When calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; if the last day of such period is not a Business Day, the period shall end on the next Business Day;
- (e) All dollar amounts are expressed in Canadian dollars;
- (f) Any tender of notices or documents under this Agreement shall be made upon the relevant party at the address set out in Section 12.0;
- (g) The division of this Agreement into separate sections and subsections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- (h) Except as specifically defined or provided for in this Agreement, words and abbreviations which have well known or trade meanings are used in accordance with their recognized meanings.

1.4 The Parties acknowledge that the recitals to this Agreement are true and correct.

2.0 Term of Agreement and Amendment

- 2.1 The term of this Agreement shall commence as of the Commencement Date and shall remain in effect until three (3) years after that date unless terminated earlier in accordance with Section 14.0 of this Agreement or amended in accordance with Subsection 2.2. This Agreement shall automatically renew for up to two further one (1) year terms, unless either party notifies the other at least ninety (90) days in

advance of any renewal term commencement date that the Agreement shall not be renewed.

- 2.2 Subject to hereinafter provided, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and contains all of the representations and warranties, covenants and agreements of the respective Parties and may not be amended or modified except by an instrument executed by all of the Parties hereto.
- 2.3 The Parties recognize that there may be changes to the MHSW Program Plan, in which event, the Parties will, if necessary, amend this Agreement.

3.0 The Municipality's Current MHSW Services Information

- 3.1 The Municipality represents that **Schedule A** is a complete description of all MHSW Services that are provided by the Municipality as of the date referenced therein. The Municipality shall supply copies of all relevant Certificates of Approval and any amendments thereto to Stewardship Ontario, upon request. The Municipality shall notify Stewardship Ontario when any Certificates of Approval included in **Schedule A** are replaced or amended.
- 3.2 Should the Municipality plan to change the MHSW Services it provides, the Municipality shall notify Stewardship Ontario:
 - (a) at least six (6) months in advance of the date on which MHSW Services will be decreased; or
 - (b) as soon as practicable in advance of the date on which MHSW Services will otherwise be changed or increased

and such notice shall include a revised **Schedule A** which will replace the previous **Schedule A** forming part of this Agreement.

- 3.3 Should changes occur to the MHSW Services provided by the Municipality which are outside of the Municipality's control, the Municipality shall notify Stewardship Ontario as soon as practicable of those changes and such notice shall include a revised **Schedule A** which will replace the previous **Schedule A** forming part of this Agreement.

4.0 MHSW Service Provider Information and Contracts

- 4.1 The Municipality represents that **Schedule B** is a complete description of all contracts to which the Municipality is a party at the time of signing this Agreement for the provision of any MHSW Services and which may continue to be or will be in force during any part of the term of this Agreement. The Municipality shall supply copies

of any such contracts to Stewardship Ontario upon request subject to the provisions of MFIPPA.

- 4.2 The Municipality shall not, during the term of this Agreement, amend, enter into or extend any contracts for MHSW Services which are inconsistent with the terms of this Agreement, or without the consent of Stewardship Ontario, which consent shall not unreasonably be withheld. Stewardship Ontario shall be deemed to have given its consent, unless, within fifteen (15) days following receipt of a request for consent, Stewardship Ontario has notified the Municipality that it is withholding its consent along with the reasons therefor. Upon amendment or execution of any such contracts, the Municipality shall deliver to Stewardship Ontario a revised **Schedule B** which will replace the previous **Schedule B** forming part of this Agreement.
- 4.3 The Municipality shall, subject to the obligations of the Municipality under the Service Provider Contracts identified in **Schedule B**, carry out those actions described in **Schedule C** with respect to the provision of MHSW Services, including:
- (a) Amendments to Service Provider Contracts requiring separate pricing for Phase 1 MHSW Post-Collection Services or Value-Added Collection Services;
 - (b) Amendments to Service Provider Contracts pursuant to section 9.3;
 - (c) Early termination or partial termination of certain Service Provider Contracts if the agreement permits termination and where the Municipality and Stewardship Ontario agree that such termination or partial termination should take place in order to achieve the objectives of the MHSW Program Plan; and
 - (d) Tendering processes conducted jointly by Stewardship Ontario and the Municipality, or separately by Stewardship Ontario or the Municipality for future Service Provider Contracts.
- 4.4 Nothing in this Agreement is intended to interfere with the Municipality's contractual relations with Service Providers.

5.0 Changes and Enhancements to the Municipality's MHSW Services

- 5.1 The Parties shall work cooperatively to improve the MHSW Services of the Municipality consistent with the MHSW Program Plan.
- 5.2 The Parties represent that **Schedule D** is a complete description of the changes and improvements to the MHSW Services of the Municipality, as well as the respective commitments of Stewardship Ontario and the Municipality to achieve those changes and improvements, for the time period specified therein.

6.0 Promotion and Education

- 6.1 The Parties represent that **Schedule E** sets forth the roles and responsibilities of each with respect to promotion and education for MHSW Services.

7.0 Financial Arrangements

- 7.1 The Municipality shall submit invoices on a quarterly basis for reimbursable MHSW Services and payment shall be made by Stewardship Ontario to the Municipality in accordance with the provisions of this agreement, including **Schedule F**.
- 7.2 Invoices shall be paid by Stewardship Ontario within thirty (30) days of the date of receipt of the invoice by Stewardship Ontario provided that such invoices are proper, accurate, and not in dispute. Interest shall apply to any amounts unpaid within fifty (50) days of the date of receipt of the invoice by Stewardship Ontario at the Bank of Canada Rate plus 2% per annum
- 7.3 The Parties represent that Section 7.0, together with **Schedule F**, sets forth all requirements for allowable reimbursement by Stewardship Ontario for MHSW Services provided by Municipalities.

8.0 Reporting

- 8.1 The Municipality shall keep proper books and records in respect of MHSW Services for which the Municipality is reimbursed by Stewardship Ontario in accordance with good business practices and generally approved accounting procedures. These records shall be available at all reasonable times for examination or audit by Stewardship Ontario.
- 8.2 The Municipality shall provide Stewardship Ontario, or such other parties as Stewardship Ontario shall direct, with all the necessary information and reports relating to the collection and management of MHSW, as reasonably required by Stewardship Ontario in support of any claim by the Municipality for reimbursement of expenses pursuant to this Agreement or for purpose of improving MHSW services, including:
- (a) Quarterly reports: The Municipality, on a quarterly basis, shall provide Stewardship Ontario with information with respect to the following:
- (i) Summaries of all manifests (for products requiring Manifesting) and other shipping documents (for products not requiring Manifesting) prepared by the Municipality or a Service Provider;
 - (ii) Quantities and type of Phase 1 MHSW managed by the Municipality for Value-Added Collection Services, including, where reasonably available:

- (A) Number of drums of bulked products;
- (B) Weight or volume of containers remaining after bulking;
- (C) Weight or volume of crushed oil filters;
- (D) Reuse quantities; and
- (E) PCB testing;
- (iii) Information regarding use of Collection Services, including the number of users and category of users;
- (iv) Information regarding services for Exempt SQGs; and
- (v) Information regarding disposition of MHSW;
- (b) Annual reports: Upon reasonable request, the Municipality shall report or provide a copy of the part of the Municipality's Annual Report to the Ministry relating to MHSW for the preceding year;
- (c) User and other surveys: The Municipality agrees, as a Value-Added Collection Service, to gather information for studies or surveys required by Stewardship Ontario for the purpose of improving the MHSW Program Plan;
- (d) The Municipality shall submit the reports required under this section in the manner and formats stipulated by Stewardship Ontario; and
- (e) The Municipality shall keep and preserve throughout the term of this Agreement, and for a period of not less than twenty-four (24) months thereafter, all records, documents, and information relating to this Agreement.

9.0 Regulatory and Compliance

- 9.1 Title to products: The Municipality shall have title to all MHSW from the time when the Municipality accepts the MHSW unless and until the point in time that title has transferred to a Service Provider or other person. At no time will Stewardship Ontario have title to MHSW unless handled directly by Stewardship Ontario employees.
- 9.2 Regulatory compliance: In performing its obligations under this Agreement, the Municipality shall obtain all permits, licenses, authorizations, and approvals required by law and observe and comply with all applicable laws, including any Certificates of Approval issued to the Municipality. The Municipality shall comply with all applicable laws, regulations and safety guidelines relating to the MHSW Program Plan and assist Stewardship Ontario, as required, in providing information and reports to satisfy regulatory and reporting requirements relating to the MHSW Program Plan. The Municipality shall take all reasonable steps to ensure any Service Providers meet the same requirements.

- 9.3 Program standards: Stewardship Ontario may develop, in consultation with participating municipalities, local boards and municipal associations, and revise from time to time standards or guidelines with respect to MHSW Services, in which case Stewardship Ontario shall provide copies of such standards to the Municipality. The Municipality shall comply, and shall use its best efforts to cause its Service Providers to comply, with any such standards or guidelines. Stewardship Ontario shall be responsible for any additional Phase 1 MHSW Post-Collection Services costs incurred by the Municipality for Post-Collection Services that meet any standards or guidelines revised by Stewardship Ontario after the effective date of this Agreement. Schedule F shall be amended to reflect any additional Phase 1 MHSW Post-Collection Services costs related to any such revised standards or guidelines.
- 9.4 Site visits and audits: Upon reasonable notice, Stewardship Ontario or its agent shall have the right to enter upon any facility utilized by the Municipality for the MHSW Program Plan for the purpose of conducting inspections or compliance audits. The Municipality shall take all reasonable steps to ensure that Stewardship Ontario has the same rights in respect of any Service Provider used by the Municipality. Stewardship Ontario or its agent shall be accompanied by a representative of the Municipality for any such visits or audits. Information obtained by Stewardship Ontario pursuant to such inspections and audits shall be only be used for the purposes of this Agreement.

10.0 Indemnity and Insurance

- 10.1 Indemnity: Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party"), its directors, officers, contractors, employees and agents, 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 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.
- 10.2 The Municipality shall, during the term of the Agreement, self-insure, maintain at its expense and/or require its 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.
- 10.3 The Comprehensive General Liability policy of insurance referred to in this section shall include Stewardship Ontario as an additional insured for acts committed by the named insured
- 10.4 Unless the Municipality wholly self-insures, the Municipality shall 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 Stewardship Ontario 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."

- 10.5 The Certificate(s) of Insurance, referred to in subsection 10.4, must also provide that the Municipality shall provide Stewardship Ontario with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

11.0 Assignment

- 11.1 The Municipality shall not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Stewardship Ontario, which consent shall not unreasonably be withheld.
- 11.2 Notwithstanding subsection 11.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Stewardship Ontario:
- (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.

12.0 Notices

Any notice, request, demand or other instrument or communication herein provided, permitted or required to be given by either Stewardship Ontario or the Municipality shall 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 Stewardship Ontario shall be delivered to:

Joyce Barretto, CEO,
Stewardship Ontario
26 Wellington Street East
Toronto, ON M5E 1S2

Facsimile: Fax: 416-594-3463

Email: jbarretto@stewardshipontario.ca

Notices to The Municipality shall be delivered to:

address:

Attention: Dean Sauriol

Facsimile: (613) 646-2283

E-mail: dsauriol@whitewaterregion.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means of written communication on a Business Day before 5 p.m. shall 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, shall 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 personally). Either party may, at any time, give written notice to the other of any change of address 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.

13.0 Dispute Resolution

- 13.1 If any dispute arises between the Parties as to amounts payable by Stewardship Ontario to the Municipality pursuant to this Agreement the Parties shall resolve the dispute pursuant to the dispute resolution process established by Waste Diversion Ontario, pursuant to section 5(e)(i) of the Act, as amended from time to time and described on Waste Diversion Ontario's website (<http://www.wdo.ca>).
- 13.2 If any other dispute arises between the Parties out of this Agreement:
 - (a) The Parties shall attempt to resolve the dispute through designated representatives from each of Stewardship Ontario and the Municipality within thirty (30) days upon which written notice of the dispute was first given, or as otherwise agreed upon;
 - (b) If the Parties are unable to resolve the dispute within the above period, the Municipality and Stewardship Ontario shall, within thirty (30) days thereafter, jointly select an arbitrator to arbitrate the dispute; and

- (c) The arbitrator shall render a decision on the dispute and the award arising there from, in accordance with the *Arbitration Act* (Ontario) or the *Municipal Arbitrations Act* (Ontario), as applicable and as amended from time to time.

14.0 Termination

- 14.1 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 Stewardship Ontario (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 shall so advise the party giving notice forthwith and provide a revised timeline for remedying the breach. The party giving notice shall 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.
- 14.2 Notwithstanding subsection 14.1, the Municipality may terminate this Agreement without cause upon delivery of six (6) months written notice to Stewardship Ontario.
- 14.3 Notwithstanding subsection 14.1, Stewardship Ontario 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; and
 - (b) A receiver or trustee is appointed for any part of the assets of Stewardship Ontario.
- 14.4 On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination, which may involve obligations of the Parties after termination.

15.0 General Provisions

- 15.1 All of the terms, covenants, conditions and other provisions contained herein and all of the obligations under or pursuant to this Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 15.2 There are no representations, warranties, collateral agreements, or conditions affecting this Agreement, other than those expressed in writing herein.
- 15.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

- 15.4 This Agreement may be executed in counterpart, the counterpart copies of this Agreement together constituting a full, valid and binding Agreement among the Parties hereto.
- 15.5 In the event that any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof.
- 15.6 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 and shall not be dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.
- 15.7 No term, condition or provision hereof shall be or be deemed to have been waived by Stewardship Ontario or the Municipality by reason of any act, forbearance, indulgence, omission, or event.
- 15.8 Stewardship Ontario or the Municipality may, from time to time, waive the performance of the other Party of any provision of this Agreement, either before or after that performance is done, but a waiver is not effective or binding upon the Party providing the waiver, unless it is in writing and signed by the Party providing the waiver or under its authority, and does not limit or affect the Party providing the waiver's right with respect to any other breach or non-performance, whether prior or subsequent thereto.
- 15.9 Any Service Providers engaged by the Municipality to assist in providing MHSW Services shall be required by the Municipality to comply with and adhere to the terms and conditions, as applicable, of this Agreement.
- 15.10 Each party shall perform the acts, execute and deliver the writings, and give the assurances necessary from time to time to give full effect to this Agreement.
- 15.11 This Agreement supersedes and replaces all oral and written communications between the Parties relating to the subject matter of this Agreement.
- 15.12 Stewardship Ontario understands that if and whenever and to the extent that the Municipality shall be prevented, delayed or restricted in whole or in part in the fulfillment of any obligations under this Agreement by reason of strikes or work stoppages, failure of any service or utility whether or not under the Municipality's control, or by reason of any statute, law or regulation preventing, delaying or restricting this fulfillment, or inability to obtain any permission from any

governmental or other body having jurisdiction, or any cause beyond the Municipality's reasonable ability to control, the Municipality shall have no responsibility or liability for any loss or damage sustained by the Stewardship Ontario by reason thereof.

16.0 Signatures

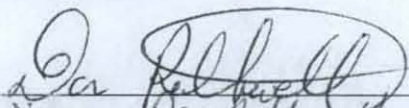
IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date stated in the Preamble to this Agreement.

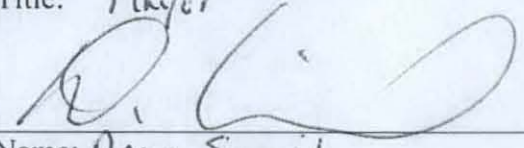
STEWARDSHIP ONTARIO

Per: _____
Joyce Barretto, CEO

I/We have authority to bind Stewardship
Ontario

[Municipality]

Per:  _____
Name: Don Rathwell
Title: Mayor

Per:  _____
Name: Dean Samuel
Title: CAO

We have authority to bind [Municipality]

Schedules to Municipal MHSW Shared Responsibility Agreement

Schedule A - 2008 Services

Municipality Name: Whitewater Region, Township of

Address: 44 Main Street, PO Box 40 City/Town: Cobden Postal Code: K0J 1K0

WDO Program Code: 325

Contact Person: Steven Hodson
Phone: 613-635-1517 Ext.Title: Landfill Operations Manager
E-mail: shodson@whitewaterregion.ca**MHSW Program Information**

Population Served: 6631

Total Households Served: 3315

Households Served: Single Family Multi Family
By Curb Side:
By Depot:
By Event Days: 3,315

Service Area (as per C of A): Township of Whitewater Region

Program delivered by: Whitewater Region

Residential Program: Free to residents Charge residents (include fee schedule)Exempt Small Quantity Generators Served: Yes No
 Free to ESQG Charge to ESQG**Table 1: 2008 Planned Permanent and Mobile Depot Operating Times**

Depot Locations	Operating Days	Operation Hours	Total Annual Operating Days	Permanent	Mobile	Months of Operation
(a)	1	9am - 3 pm	1		X	

Table 2: 2008 Planned Permanent and Mobile Depot Operational Activities

Depot Locations	Reuse Activity	Bulking MHSW (list)	Oil Filter Compaction	PCB Testing	Storage Capacity	Other
(a)	No	No	No	No	NA	NA

Schedules to Municipal MHSW Shared Responsibility Agreement

Table 3: MHSW MOE Waste Classes Permitted at each Depot Location

Depot Locations	MOE Waste Classes	MOE Limitations
	145, 213, 233, 263, 252, 148, 121, 146, 221, 261, 242, 331, 331, 212	As per Buckham Transport's C of A; no sharps, radioactive, PCB's, SQG's, agricultural, commercial or industrial wastes

Schedule B: Contract(s) Summary**List all Contractors Used for Each Depot Location:**

Depot Locations	Collection Contractor	Disposal Contractor (s) by Waste Class
(a)	Buckham	Buckham

Contractor(s) Coordinates:**1. Contractor Company Name: Buckham Transport Ltd.**

Address: P.O Box 601 City/Town: Peterborough, ON Postal Code: K9J 6Z8

Contact Person: Dave Neilson Title: Waste Manager

Phone: 1-800-563-1142 E-mail: buckhamtransp@nexicom.net

Contract start date: NA Contract end date: NA

Contract extension: No. If Yes: possible extension period:

Termination provisions: Notice period: Yes: termination notice period: No

MHSW Management Methods

Please check off the MHSW Management Methods used by the contractors and downstream processors your contractors use to manage the MHSW received.

	Recycle	Landfill	Secure Landfill	Incineration	Fuel Blending	Physical Chemical Treatment
Paints and coatings	✓					
Solvent					✓	
Solvent containers	✓					
Oil Filters	✓					
Oil Containers	✓					
Single Use Dry Cell Batteries	✓					
Antifreeze	✓					
Antifreeze Containers	✓					
Pressurized Containers (propane)	✓					
Fertilizers, Fungicides, Herbicides, Insecticides, Pesticides					✓	
Caustic						✓
Acids						✓
Fuel					✓	
Pharmaceuticals				✓		
Flammables					✓	
Inorganic						✓
Aerosols					✓	
Auto batteries	✓					
Fluorescent Light tubes	✓					

Schedules to Municipal MHSW Shared Responsibility Agreement

SCHEDULE C

ACTIONS REGARDING CURRENT AND FUTURE SERVICE PROVIDER CONTRACTS

1. Modification of Existing Service Provider Contracts

1.1 The Municipality will obtain the following amendments to its Service Provider Contracts:

1.1.1 Separate pricing for Phase 1 MHSW Post-Collection Services for:

- paints and coatings and the containers in which they are contained
- solvents, and the containers in which they are contained
- single use, dry cell batteries
- pressurized containers such as propane tanks and cylinders
- fertilizers and the containers in which they are contained
- pesticides, fungicides, herbicides, insecticides and the containers in which they are contained

1.1.2 Where existing Service Provider Contracts cover the management of oil filters, oil containers, antifreeze and antifreeze containers ("Automotive MHSW"), the Municipality agrees to take all available steps to remove such services from its existing contract, enabling payment for such automotive MHSW to be managed under Stewardship Ontario's Transport and Processing Incentive System.

1.1.3 discontinue bulking of Phase 1 MHSW except antifreeze

Schedules to Municipal MHSW Shared Responsibility Agreement

**SCHEDULE D
PROPOSED CHANGES AND IMPROVEMENTS TO MHSW SERVICE**

1. Expansion of MHSW Collection Services

1.1 The Municipality agrees to:

- 1.1.1 extend existing depot days/hours as follows: Not Applicable
- 1.1.2 open new collection sites as follows: Not Applicable
- 1.1.3 operate additional collection events as follows: Not Applicable
- 1.1.4 accept MHSW from other municipalities as follows: Not Applicable

2. Range of MHSW accepted

2.1 The Municipality agrees to expand the types of MHSW accepted in its MHSW Collection Services as follows: Not Applicable

3. Accessibility to Collection Services

3.1 The Municipality agrees to take the following steps including related amendments for Certificate(s) of Approval (C of As) to make its Collection Services accessible to more users as follows:

3.1.1 acceptance of paint and batteries from Exempt SQG as follows: Not Applicable

4. Reuse Programs

4.1 The Municipality agrees to commence/expand the MSHW reuse program as follows: Not Applicable

Schedules to Municipal MHSW Shared Responsibility Agreement

SCHEDULE E – ROLES & RESPONSIBILITIES REGARDING PROMOTION AND EDUCATION

1. Local Promotion and Education Support

- 1.1 Stewardship Ontario will provide funding in each year of the Agreement, as described in Schedule F, to be used by the Municipality in support of local promotion and education relating to MHSW, such as news releases, calendars, guides, flyers, newsletters, media (i.e. print and/or electronic, e.g. radio), visits to schools, community events.
- 1.2 The Municipality will provide proof of these activities (including samples of materials created), on an annual basis following each calendar year end, or otherwise as Stewardship Ontario shall specify.

2. Depot and Event Advertising

- 2.1 Stewardship Ontario will schedule and pay for the costs directly of newspaper advertising that is solely for Phase I MHSW for local depots or events of the Municipality, provided that the Municipality submits a request, such request will be limited to a maximum of three local newspaper advertisements per depot or event, prior to placement of the ads by Stewardship Ontario.
- 2.2 Stewardship Ontario will use a standard, reasonably sized, advertisement template modified to include required information about depots or events or the Municipality may, at its own cost, develop the advertisement design subject to the approval of Stewardship Ontario.

3. MHSW Provincial Promotion and Education

- 3.1 Stewardship Ontario will provide promotion and education for the MHSW program in accordance with the MHSW Program Plan.

Schedules to Municipal MHSW Shared Responsibility Agreement

SCHEDULE F – FINANCIAL ARRANGEMENTS**1. Reimbursement of Costs of Post Collection Services for Phase 1 MHSW**

1.1 Stewardship Ontario will reimburse the Municipality for the cost of Post Collection Services of Phase 1 MHSW according to the following procedure:

- 1.1.1 After each calendar quarter, the Municipality must file the MHSW Report through the WDO Datacall reporting system.
- 1.1.2 Following submission of the quarterly MHSW report, the Municipality must issue an invoice to Stewardship Ontario which includes a purchase order number provided by Stewardship Ontario at the time of submission of the MHSW Report.

2. Financial Arrangements for Promotion and Education

- 2.1 The Municipality will receive a share, as described in this Schedule F, of the \$600,000 fund ("Local P&E Fund") provided by Stewardship Ontario for local promotion and education activities (as described in Schedule E) for the period July 1, 2008 to June 30, 2009.
- 2.2 The Local P&E Fund, less 10 %, will be distributed among municipalities entering into MHSW program agreements with Stewardship Ontario by December 15, 2008.
- 2.3 The Local P&E Fund will be divided on a per household basis, subject to a minimum of \$1,000 per municipality.
- 2.4 Ten percent of the Local P&E Fund will be held in reserve to provide funding, at the same rate per household (subject to the \$1,000 minimum), for any MHSW programs initiated by a municipality which begins an MHSW program between January 1 and June 30, 2009, ("New 2009 Programs") and did not operate an MHSW program in calendar year 2008. If the 10% reserve is not sufficient to allow the same rate to be paid to New 2009 Programs, then New 2009 Programs will be limited to the amount available in the 10% reserve.
- 2.5 Any unused balance of the 10% reserve will be distributed after June 30, 2009 on a per household basis among all participating municipalities except those municipalities subject to the minimum \$1,000 payment.
- 2.6 Any municipality which operated an MHSW program in 2008 but does not enter into an MHSW Shared Responsibility Agreement with Stewardship Ontario by December 15, 2008 will not share in the Local P&E Fund which is allocated for the period July 1, 2008 to June 30, 2009.
- 2.7 Municipalities receiving the minimum \$1,000 amount will be paid in one instalment while municipalities receiving more than the minimum \$1,000 will be paid in two instalments at six month intervals.
- 2.8 The number of households will be calculated using data obtained from the Municipal Property Assessment Corporation or other data source as selected by Stewardship

Schedules to Municipal MHSW Shared Responsibility Agreement

Ontario. The household count will include all municipalities covered under MHSW shared responsibility agreements.

2.9 Payments will be made by Stewardship Ontario to the Municipality and it shall be the responsibility of the Municipality to make any redistribution required among other municipalities or entities utilizing the MHSW services provided by the Municipality.