

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION


BY-LAW # 16-03-856

Being a By-Law to authorize the Mayor and CAO to execute an Amending Agreement with Produce Care Association, relating to paints and coatings and the containers in which they are contained, pesticides, solvents and fertilizers.

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

1. The Mayor and the CAO are hereby authorized to execute this Agreement attached as Schedule "A"

Passed this 23rd day of March, 2016.



MAYOR Hal Johnson



CAO/CLERK Christine FitzSimons

SCHEDULE "A"
TO BY-LAW 16-03-856

**AMENDING AGREEMENT
PRODUCT CARE ASSOCIATION – MUNICIPAL
INDUSTRY STEWARDSHIP PLAN SERVICE AGREEMENT**

WHEREAS:

- A. Product Care Association of Canada and CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION (collectively, the "Parties") entered into an agreement concerning Phase 1 material which is paints and coatings, and the containers in which they are contained dated June 30, 2015 (the "Agreement");
- B. The parties wish to make certain amendments to the Agreement as set out herein.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- A. The Agreement is hereby amended effective April 1, 2016 as set out in Attachment 1 hereto.
- B. All other provisions of the Agreement remain un-amended and in full effect.

IN WITNESS WHEREOF the Parties have signed this AMENDING AGREEMENT as of April 1, 2016.

Product Care Association of Canada

by: _____

Name: Mark Kurschner

Title: President

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

by: Hal Johnson

Name: HAL JOHNSON

Title: MAYOR

by _____

NAME: CHRISTINE FITZSIMONS

TITLE: CAO / CLERK

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

Preamble: The Parties agree that the preamble of the Agreement is deleted in its entirety and replaced with the following:

RECITALS:

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario ("WDO") to develop a waste diversion program for municipal hazardous or special waste ("MHSW") and that Stewardship Ontario ("SO") act as the Industry Funding Organization ("IFO") for the program.
- B. SO, at the direction of and in cooperation with WDO, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008.
- C. SO and the Municipality are parties to an agreement as amended (the "SO Phase 1 Agreement") concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.
- D. On December 10, 2014 WDO approved PCA's Industry Stewardship Plan for Paints and Coatings pursuant to the provisions of s. 34 of the *Waste Diversion Act, 2002*.
- E. On March 25, 2015, WDO designated June 30, 2015 as the effective date of the Paint ISP.
- F. On October 28, 2015 WDO approved PCA's ISP for Pesticide, Solvent and Fertilizer pursuant to the provisions of s. 34 of the *Waste Diversion Act, 2002*.
- G. On December 17, 2015 WDO designated April 1, 2016 as the effective date of the Pesticide, Solvent and Fertilizer ISP.
- H. PCA and the Municipality wish to enter into an agreement concerning the provision of certain services by the Municipality to PCA concerning the Phase 1 materials which are paints and coatings, and pesticides, solvents and fertilizers and the containers in which they are contained as defined by the ISPs.

1.0 **Definitions and Interpretation.** The Parties agree that Section 1.0 of the Agreement is deleted in its entirety and replaced with the following:

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act, 2002* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:

- (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
- (c) **“Claims Submission”** means submission to PCA of data required to validate claim for payment;
- (d) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring ISP Materials onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
- (e) **“Commingled Materials”** means the ISP Materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
- (f) **“Current Price”** means the price for Post Collection Services for Commingled Materials in effect as of April 1, 2015 or subsequently approved by PCA;
- (g) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
- (h) **“Diversion Report”** means invoices, MHSW material tonnage reports, or other such documents as may reasonably be required by PCA from time to time for the validation of Claims Submissions;
- (i) **“End Processor”** means a Service Provider that processes collected ISP Materials;
- (j) **“Event”** means a one-day or other collection event, operated by or on behalf of the Municipality to collect, pack, transport, weigh, and process ISP Materials from the public and/or Exempt Small Quantity IC&I Generators;
- (k) **“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;
- (l) **“FOB”** means free on board;
- (m) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (n) **“ISPs”** means the Paint ISP and the PSF ISP;
- (o) **“ISP Materials”** means paints and coatings, and PSF, and the containers in which

they are contained as defined in the ISPs;

- (p) **“ISP Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider for the ISP Materials;
- (q) **“ISP Effective Date”** means June 30, 2015 for the Paint ISP and April 1, 2016 for the PSF ISP;
- (r) **“Lab Pack Audit”** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by SO with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by PCA as set out in this Agreement;
- (s) **“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)*;
- (t) **“Member Associations”** has the meaning set out in Section 4.3;
- (u) **“Minister”** means the Minister of the Environment and Climate Change for the Province of Ontario;
- (v) **“Non-Commingled Materials”** means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (w) **“Obligated MHSW”** means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (x) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “E” as amended by PCA from time to time;
- (y) **“PCA Portal”** means PCA’s online system for uploading Claims Submissions;
- (z) **“Paint Industry Stewardship Plan” or “Paint ISP”** means the PCA Paints and Coatings waste diversion program dated May 23, 2014 as it applies to Phase 1 materials approved by Waste Diversion Ontario on December 10, 2014 to commence on the ISP Effective Date, pursuant to section 34 of the *Waste Diversion Act, 2002 (Ontario)*, and any amendments thereto and replacements thereof;
- (aa) **“PSF”** means pesticides, solvents and fertilizers as defined in the PSF ISP;
- (bb) **“PSF Industry Stewardship Plan” or “PSF ISP”** means the PCA PSF waste diversion program dated May 15, 2015 for pesticides, solvents and fertilizers as it applies to Phase 1 materials approved by Waste Diversion Ontario on October 28,

2015 to commence on the ISP Effective Date, pursuant to section 34 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;

- (cc) **"Post-Collection Services"** means the management of ISP Materials after delivery of such ISP Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of ISP Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities; and
- (dd) **"Service Provider"** means the Municipality and/or a commercial party that provides ISP Services to PCA or the Municipality as the case may be.

2.0 ISP Services. The Parties agree that Subsections 2.1 and 2.3 of the Agreement are deleted in their entirety and replaced with the following:

2.1. Schedule "A" to this Agreement sets out schematically three different service location types for the provision of ISP 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 ISP Services to PCA.

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

2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the ISPs. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.

3.0 Price and Payment. The Parties agree that Subsections 3.1 and 3.3 of the Agreement are deleted in their entirety and replaced with the following:

- 3.1. Price
 - (a) ISP Materials Services – Depot. As described in Schedule "A" hereto, PCA will

pay for ISP Services provided by the Municipality as of the respective ISP Effective Dates for the ISPs as follows:

- (i) PCA will pay the Municipality the hourly rate as set out in Schedule "C" for the Total Reimbursable Hours of Operation as specified in Schedule "B" for the Collection Services.
 - (ii) PCA will pay the Municipality PCA's proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) of the Post-Collection Services transportation costs for the Commingled Materials to a maximum of the Current Price as defined in Section 3.6 of this Agreement. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of an authorized representative of PCA.
 - (iii) Post-Collection Services for Non-Commingled ISP Materials collected at Depots will be paid directly to Service Providers by PCA as part of the PCA Municipal Depot Transportation and Processing Incentive Program ("MDTPIP")
- (b) ISP Materials Services - Event. As described in Schedule "A" hereto, PCA will pay for ISP Services provided by the Municipality as follows:
- (i) PCA will pay the Municipality an amount per tonne as set out in Schedule "C" for the Collection Services and Post-Collection Services for Events approved by PCA in accordance with Schedule "B". The actual weight of the ISP Materials as determined by the Service Provider providing the Post-Collection Services will be used. PCA will pay the Municipality PCA's proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of PCA.
- (c) ISP Materials Services – Event (and transportation to Depot). As described in Schedule "A" hereto, PCA will pay for ISP Services provided by the Municipality as follows:
- (i) PCA will pay the Municipality an amount per tonne as set out in Schedule "C" for the Collection Services and transportation of ISP Materials to a Depot for Events approved by PCA in accordance with Schedule "B". The actual weight of the ISP Materials as determined by the Service Provider providing the Post-Collection Services will be used. PCA will pay the Municipality PCA's proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of PCA.
 - (ii) PCA will pay the Municipality for Post-Collection Services (transportation from Depot and end processing) as set out in Section 3.1(a)

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

4.0 Term. The Parties agree that Subsection 4.1 of the Agreement is deleted in its entirety and replaced with the following:

4.1. The initial term of this Agreement will be for a period commencing on the ISP Effective Date for the Paint ISP and unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement shall end on December 31, 2016.

5.0 Title and Compliance with Laws. The Parties agree that Subsections 5.1 and 5.2 of the Agreement are deleted in their entirety and replaced with the following:

5.1. Title to all ISP Materials collected by Municipality at Events and Depots will belong to PCA from the time of collection, and whether the ISP Materials is transported to the End Processor by the Municipality's Service Providers or PCA's Service Providers. Any contract entered into between Municipality and an End Processor for ISP Materials must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule "E", as amended from time to time. Notwithstanding the foregoing, if the Municipality operates a reuse program for any ISP Materials, title to the ISP Materials being reused shall transfer to Municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.

5.2. In performing the ISP Services hereunder, the Municipality represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval/Environmental Compliance Approval and any other approvals required and that it will otherwise comply at all times and require its Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and Climate Change and the Ontario Ministry of Labour.

8.0 Indemnity and Insurance. The Parties agree that Subsection 8.1 of the Agreement is deleted in its entirety and replaced with the following:

8.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective council members, directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its council members, directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the Indemnifying Party or any willful 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.

10.0 Notice. The Parties agree that Section 10.0 of the Agreement is deleted in its entirety and replaced with the following:

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 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 PCA will be delivered to:

President
Product Care Association of Canada
105 West 3rd Avenue
Vancouver BC V5Y1E6
Facsimile: 604-592-2982
Email: ontario@productcare.org

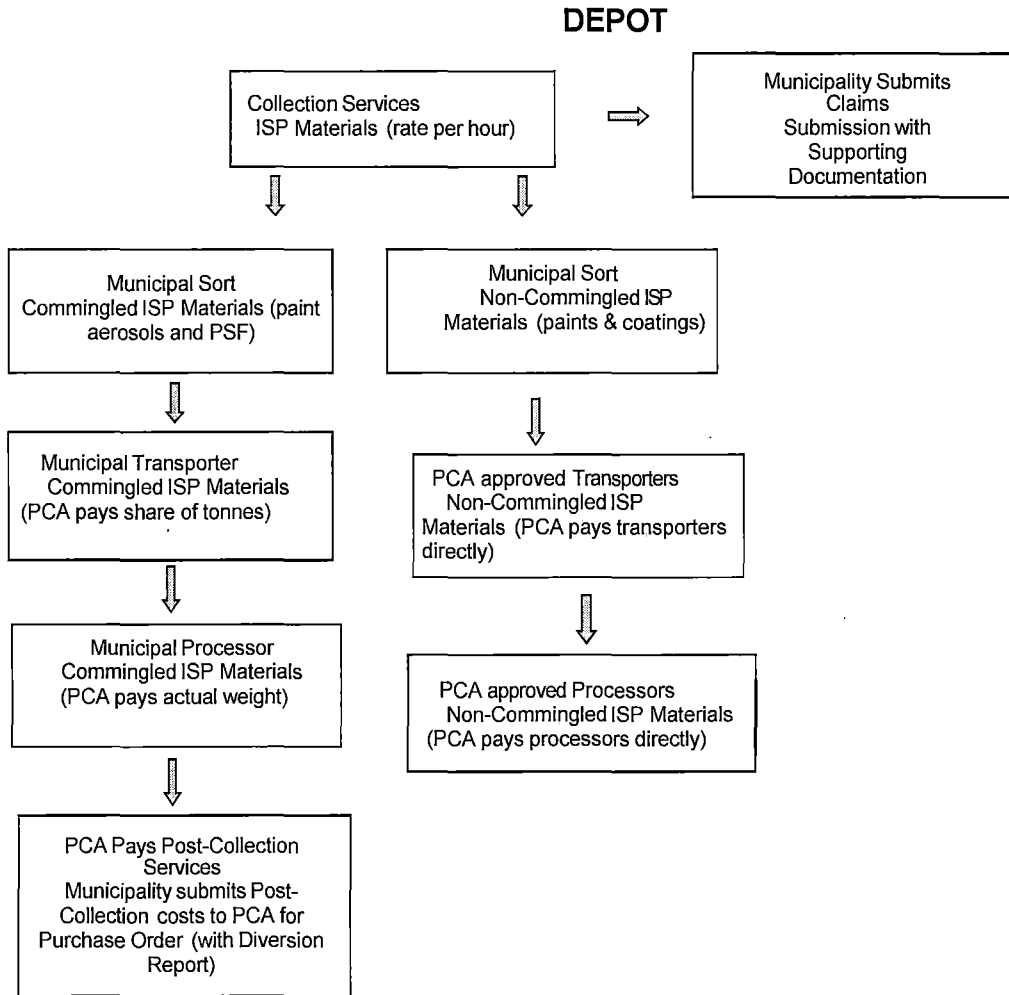
Notices to The Municipality will be delivered to:

Environmental Services Manager
CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION
44 Main
Cobden, ON
K0J 1K0
Fax: (613) 646-2283
Email: shodson@whitewaterregion.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (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.

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

SCHEDULE "A" – ISP SERVICES

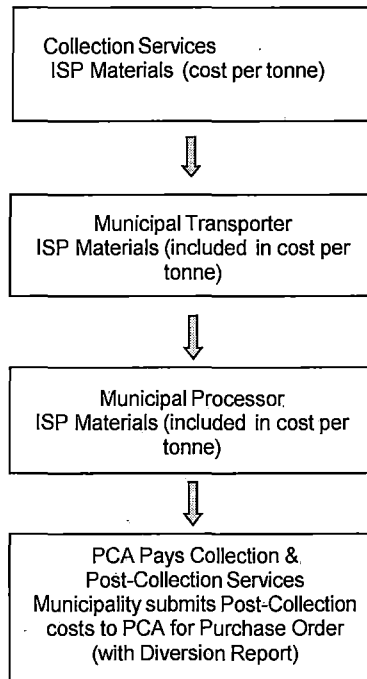


The Municipality or the Municipality's Service Provider provides Depot Collection Services for ISP Materials. PCA pays the Municipality an hourly rate for the Collection Services.

Commingled ISP Materials may be packed in transportation containers with other non-Phase 1 ISP Materials at municipal Depots as per Packing Standards. For Commingled ISP Materials, the Municipality is to contract for transportation and processing of such Commingled ISP 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 ISP Materials.

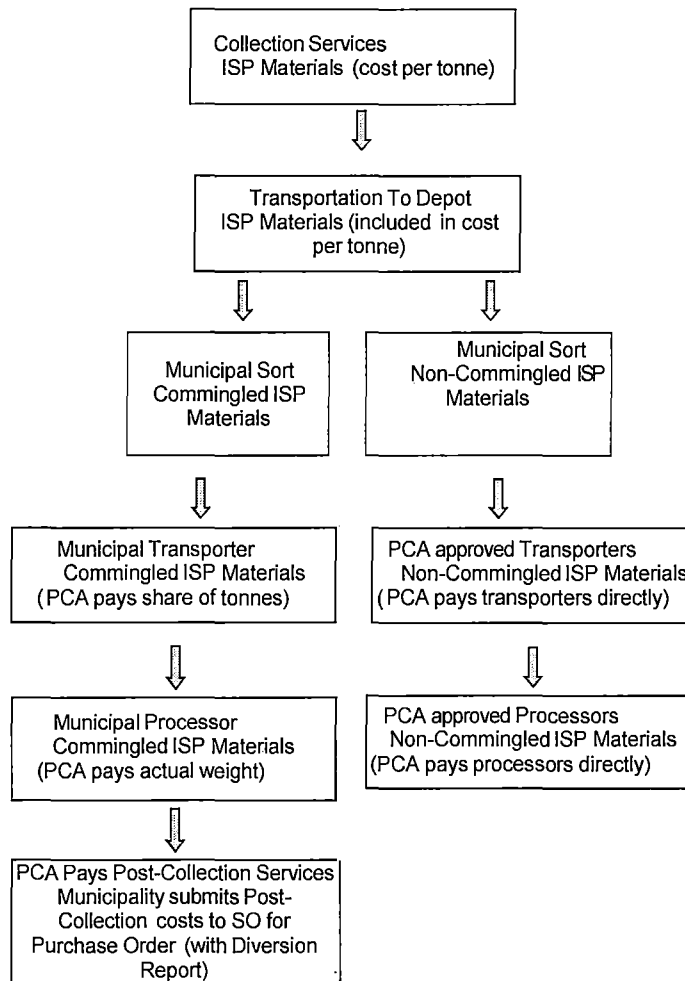
Non-Commingled ISP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved PCA transporters.

EVENT



The Municipality or the Municipality's Service Provider provides Event Collection Services for ISP Materials. The Municipality may combine Events with other activities, including collection of other Phase 1 and non-Phase 1 MHSW. PCA pays the Municipality a cost per tonne of ISP 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 ISP Materials and transports the collected ISP Materials to a Depot. PCA pays the Municipality a cost per tonne.

Commingled ISP Materials may be commingled with other Phase 1 or non-Phase 1 MHSW materials at municipal Depots as per Packing Standards. For Commingled MHSW, the Municipality is to contract for transportation and processing of such Commingled MHSW and 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 ISP Materials.

Non-Commingled ISP 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.

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

SCHEDULE "C" – PAYMENT FOR COLLECTION SERVICES

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

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

The "Hourly Rate" is the total of:

\$_0

For ISP Services – Event, PCA will pay the Municipality a rate of **\$ 1100.00** per tonne of ISP Materials plus applicable taxes.

For ISP Services – Event (and transportation to Depot), PCA will pay the Municipality a rate of **\$_0.00_** per tonne of ISP Materials plus applicable taxes.

INITIALLED BY MUNICIPALITY: _____

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

SCHEDULE "E" – PCA STANDARDS

Commingled Materials

- Aerosols, as defined under Paints & Coatings that are ISP Materials;
- Pesticides and containers in which they are contained that are ISP Materials;
- Solvents and containers in which they are contained that are ISP Materials; and
- Fertilizers and containers in which they are contained that are ISP Materials.

Non-Commingled Materials

- Paints and Coatings, and containers in which they are contained, that are ISP Materials;

The following are PCA's ISP Materials Collection Site Standards applicable to this Agreement as of the date of this Agreement. PCA will provide advance notice of proposed revisions to these standards to the Municipality in accordance with this Agreement. Revisions to these standards will be posted on [//www.regeneration.ca/service-partner-support/ontario/](http://www.regeneration.ca/service-partner-support/ontario/)



ISP Materials Collection Site Standards

Effective: June 30, 2015

To the extent that there is any conflict between these Product Care Association ISP Materials 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 Product Care Association 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:

PCA operates the Industry Stewardship Plans ("ISPs") to ensure certain hazardous and special wastes are collected and recycled or otherwise safely disposed of in an environmentally appropriate way.

Product Care Association was authorized by Waste Diversion Ontario to plan, implement and operate the ISPs for paints and coatings and PSF, and the containers in which they are contained as defined in the ISPs.

The ISPs, rules and material definition can all be viewed on the PCA website at <http://www.regeneration.ca//service-partner-support/ontario/>

Purpose:

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

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

PCA reserves the right to review and revise these standards on an ongoing basis. The most current version will be posted on the PCA website. PCA will, as a courtesy, provide notification of changes to active collection sites for which it has current email addresses; however, it is the collection site's responsibility to regularly check the PCA website for revisions.

Who this applies to:

For the purposes of these standards, a *Collection Site Operator* means the operator of a location at which ISP Materials are received from the public and/or a small quantity or IC&I generator, or via the site's internal operations from which a transporter will pick up ISP Materials and transport it to an approved ISP Materials processor. These standards apply to the following two types of collection sites:

1. **Type 1 sites:** Sites that receive a wide range of MHSW, and
2. **Type 2 sites:** Sites that collect only: 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 the ISP 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 acting on behalf of PCA are bound by strict confidentiality agreements.

1. General Requirements

All ISP 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 MOECC Environmental Compliance Approval (ECA);
- Registered with the MOECC'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 the federal *Transportation of Dangerous Goods Act* ;
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:

- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
- Occupational health and safety regulations;
- Hazardous waste management regulations (storage, handling).

- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.

- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.

- 1.7 Provide notice to PCA of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the ISP.

2. Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:

- *Employment Standards Act, 2000*;
- *Occupational Health and Safety Act, 1990*;

- *Workplace Safety and Insurance Act, 1997;*
 - *Canada Labour Code.*
- 2.2 Possess workers' compensation coverage through either a provincial (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 ISP Materials in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).
- 3.3 Train staff to differentiate between ISP Materials that is eligible for collection services under the ISP and those that are not (refer to Appendix A).
- 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 MOECC's waste classes and PCA Waste Packing Standards as outlined in Appendix A.
- 4.2 Ensure that ISP 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 and all applicable laws and regulations.

For Type 2 collection sites:

- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;

- Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
 - Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
 - Paints and coatings: minimum of eight (8) 205 L drums/two standard UN gaylord boxes or one week of paints and coatings received at each collection site;
 - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
 - Be accessible to transport vehicles for pick-up of ISP Materials ; and
 - Have adequate security measures in place to prevent ISP 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 and all materials transported must be contained in accordance with 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 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, 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 (25 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing 25L 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 ISP Materials, non-program wastes as identified in Appendix A) will be monitored by PCA or by its authorized agent through random sampling. ISP Materials collection site operators will be required to take corrective action if contamination allowances are exceeded. PCA reserves the right to apply a financial penalty to collection site operators who exceed the contamination allowance or revoke the collection site's approval status if corrective action is not taken as 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.

32.0 Appendix "A". The Parties agree that Appendix "A" of the Agreement is deleted in its entirety and replaced with the following:

Appendix A –ISP Materials Packing Standards

Please note: This table references all ISP materials as approved in the ISPs. Product Care Association of Canada (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 Requirements	Examples of Inclusions	Examples of Exclusions	Instructions	Eligible Generators
1	Aerosols - 331 UN 1950	Commingled ¹	<ul style="list-style-type: none"> • Includes paints and coatings, pesticides and solvents managed through Product Care Association's ISP program and waste not managed through Product Care Association's 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 Repellant 		<ul style="list-style-type: none"> • Residential • Designated IC&I Businesses (small quantity generator)

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions	Eligible Generators
2	Fertilizers - 147 UN 1477	Commingled ¹	<ul style="list-style-type: none"> Includes both fertilizers managed by Product Care Association's ISP program and fertilizers that are not managed by Product Care Association All N-P-K fertilizers, micronutrients and supplements Includes fertilizer products that contain pesticides (e.g., Weed & Feed). 	<ul style="list-style-type: none"> Containers used to deliver fertilizers with a capacity greater than 30 litres. 		<ul style="list-style-type: none"> Residential Designated IC&I Businesses (small quantity generator)
3	Miscellaneous Waste Organic Chemicals - 263 UN 1992, 1993	Commingled ¹	<ul style="list-style-type: none"> Includes both solvents managed through Product Care Association's ISP program and wastes that are not managed through Product Care Association's ISP 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 	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.	<ul style="list-style-type: none"> Residential Designated IC&I Businesses (small quantity generator)

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions	Eligible Generator s
4	Paints, Stains and Coatings - 145	Non-Commingled²	<ul style="list-style-type: none"> • All architectural paint including latex, oil and solvent-based coatings, including paints and stains, whether tinted or un-tinted, and their containers. • All architectural paints and coatings for household and industrial use. • Includes all driveway and roof sealants. • Includes non-pesticide containing marine paints • Note: Architectural coatings means organic coatings intended for onsite applications at ambient temperatures to interior or exterior surfaces of residential, commercial, institutional, industrial, or government structures including exterior and interior house paints, stains, undercoaters, primers and sealers. Structures include all components and attachments of both buildings and non-buildings, including but not limited to driveways, furniture (indoor and outdoor) appliances, floors, cabinets and doors as well as automotive structures for aerosol paint applications and marine structures for non-pesticide marine coatings. 	<ul style="list-style-type: none"> • Products that match the definition of both Paints & Coatings and a Pesticide are to be packed with Pesticides • All paints and coatings in aerosol containers are to be packed with 331 - Aerosols • Stucco and spackling compounds • Waxes and polishes • Paints & Coatings supplied in containers with a volume greater than 25 litres 	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.	<ul style="list-style-type: none"> • Residential IC&I Businesses (small quantity generator)

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions	Eligible Generators
5	Pesticides - 242 UN 2902	Commingled ¹	<ul style="list-style-type: none"> Includes both pesticides managed by Product Care Association's ISP program and pesticides that are not managed by Product Care Association. 	<ul style="list-style-type: none"> Products that contain both pesticide and fertilizer (e.g., Weed & Feed) 	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.	

1 - Commingled refers to waste managed under Product Care Association's ISP 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.

INITIALLED BY MUNICIPALITY: _____