

Archive: [Shared Responsibility Agreement “Version 1”](#)

**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

a corporation without share capital
(hereinafter called “**Stewardship Ontario**”)

- and -

a corporation without share capital
(hereinafter called the “**Municipality**”)

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 or 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 the *Waste Diversion Act 2002* (Ontario), 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) **“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;
 - (d) **“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);
 - (e) **“Collection Services”** means all the activities 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;
 - (f) **“Commencement Date”** means July 1, 2008;
 - (g) **“Depot”** means a permanent facility/location for receiving MHSW from the public and/or Small Quantity IC&I Generators within the Municipality’s service area;
 - (h) **“Event”** means a one-day or other mobile collection event conducted to receive MHSW from the public and Small Quantity IC&I Generators operated for or on behalf of a Municipality;
 - (i) **“Generator”** means the operator of a waste generation facility;
 - (j) **“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);
 - (k) **“Municipal Hazardous or Special Materials” or “MHSM”** means those goods and products set out in Appendix A to Part 8.0 of the MHSW Program Plan which are sold or delivered in Ontario to residents and Small Quantity IC&I Generators, that result in the generation of MHSW;

DRAFT – May 2, 2008 “Version 2”

- (l) **“Municipal Hazardous or Special Waste” or “MHSW”** means waste materials defined under Ontario Regulation 542/06.
- (m) **“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;
- (n) **“MHSW Services”** means Collection Services and Post-Collection Services;
- (o) **“Minister”** means the Minister of the Environment for the Province of Ontario;
- (p) **“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;
- (q) **“Non-Phase 1 MHSW”** means MHSW which is not designated as Phase 1 MHSW;
- (r) **“Phase 1 MHSW”** means MHSW designated as such in the Minister’s Program Request Letter and further defined in the MHSW Program Plan;
- (s) **“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;
- (t) **“Service Provider”** means a third party that provides services to the Municipality in relation to the MHSW Services.
- (u) **“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;
- (v) **“Small Quantity IC&I Generator” or “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;
- (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 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 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**.

- 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**.

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 for the provision of any MHSW Services and which are 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
- 4.2 The Municipality shall not, during any part of 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. Upon amendment or execution of any

such contracts, the Municipality shall deliver to Stewardship Ontario a revised **Schedule B**.

- 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 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 agreed by the Parties; and
 - (d) Joint or separate tendering processes for future Service Provider Contracts.
- 4.4 Nothing contained within the 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 increase and 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 MSHW 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.
- 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 rate of • per annum

- 7.3 The parties represent that **Schedule F** sets forth other requirements regarding the financial arrangements for allowable reimbursement by Stewardship Ontario of 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 will 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, including:
- (a) Quarterly reports: The Municipality shall provide Stewardship Ontario with information respecting quantities and types of MHSW including:
 - (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 Small Quantity Generators; and
 - (v) Information regarding disposition of MHSW;
 - (b) Annual reports: Upon reasonable request, the Municipality shall report or provide to Stewardship Ontario a copy of the part of the Municipality’s Ministry of the Environment Annual Report of the Municipality relating to MHSW for the preceding year;

- (c) User and other surveys: The Municipality agrees, as a Value Added 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 until the point in time that title has transferred to a Service Provider. 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, and revise from time to time standards or guidelines with respect to MSHW 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.
- 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 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.

10.0 Indemnity and Insurance

- 10.1 Indemnity: The Municipality shall indemnify and save harmless Stewardship Ontario, its directors, officers, contractors, agents, employees and the Stewards represented by

- 10.2 The Municipality shall, during the term of the Agreement, self-insure, maintain at its expense, both self-insure and maintain at its expense or require its service provider to maintain at either the Municipality’s or service provider’s expense all necessary insurance for MHSW Services pursuant to the Agreement of at least the following kinds and limits:
- (a) Worker’s Compensation in accordance with statutory requirements for all Depots and Events at which MHSW Services are provided;
 - (b) Employer’s Liability coverage with a limit of not less than \$1,000,000 (one million dollars) for each employee by disease, \$1,000,000 (one million dollars) for each employee by accident, and \$1,000,000 (one million dollars) policy aggregate;
 - (c) Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence;
 - (d) Comprehensive Automobile Liability coverage for all owned, non-owned, and hired vehicles used in conjunction with MHSW Services with a combined single limit of \$1,000,000 (one million dollars).
 - (e) Pollution Liability Insurance covering all MHSW Services for an amount of not less than \$2,000,000 (two million dollars) per occurrence, with a deductible of not more than \$500,000 (five hundred thousand dollars) per occurrence, and an annual aggregate limit of not less than \$5,000,000 (five million dollars).

For clarity, a service provider cannot self-insure.

- 10.3 All Comprehensive General Liability and Pollution Liability policies of insurance referred to in this section shall include Stewardship Ontario as an additional insured.
- 10.4 The Municipality shall deliver a copy of its Certificate(s) of Insurance maintained by the Municipality pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality’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 and Pollution

Liability. Such coverage is primary, non-contributing and contains waivers of subrogation in favour of Stewardship Ontario.”

- 10.5 The Municipality’s 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 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, except where rights or obligations are assigned:
- (a) From a lower-tier municipality to an upper tier municipality or vice versa;
 - (b) To a municipal service board pursuant to section 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.
- 11.2 The Municipality shall not subcontract 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.

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:

-
-
-

Attention: •

Facsimile: •

Email: •

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 delivery, 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 to the *Arbitration Act, 1991* (Ontario), 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 by reason of any act, forbearance, indulgence, omission, or event.
- 15.8 Stewardship Ontario may, from time to time, waive the performance by the Municipality of any provision of this Agreement, either before or after that performance is done, but a waiver is not effective or binding upon Stewardship Ontario, unless it is in writing and signed by Stewardship Ontario or under its authority; and does not limit or affect Stewardship Ontario's right with respect to any other breach or non-performance, whether prior or subsequent thereto.
- 15.9 Notwithstanding any other provision of this Agreement, those provisions which by their nature would continue after conclusion or termination of this Agreement shall continue after conclusion or termination of this Agreement.
- 15.10 Any Service Providers engaged by the Municipality to assist in providing the MHSW Services shall be required by the Municipality to comply with and adhere to the terms and conditions, as applicable, of this Agreement.
- 15.11 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.
- 15.12 This Agreement supersedes and replaces all oral and written communications between the parties relating to the subject matter of this Agreement.

15.13

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:
Title:

Per: _____
Name:
Title:

We have authority to bind **[Municipality]**

Schedule A – The Municipality’s Current MHSW Services Information

This schedule describes Municipality’s MHSW Services as of _____ [date].

Municipality Name:

Address:

City/Town:

Postal Code:

Web site:

Contact Person:

Title:

Phone:

E-mail:

MHSW Program Information

Population Served: _____

Households Served: Single Family _____

Multi Family _____

By Curbside _____

By Depot _____

By Event Days _____

DRAFT – May 2, 2008 “Version 2”

Small Quantity Generators (SQG) Served: Yes No

Service Area (as per Certificate of Approval

Residential Program: Free to residents charge residents (include fee schedule)

SQG Program: Free to SQG charge to SQG (include fee schedule)

Table 1: 2008 Planned Municipal Depot Information

Depot Locations	Operating Days	Operation Hours	Total Annual Operating Days	Permanent	Mobile	Year Round	Seasonal	Annual Vehicle Count
a) Parks Parking Lot	Saturday	07:00 – 15:00	2		X		June and Sept	June: 650 Sept: 493
b) Transfer Site: 125 Drop Off Ave	Sunday	10:00 – 17:00	25	X			May – Oct	1,527
(a)								
(b)								
(c)								

Table 2: 2008 Planned Municipal Depot Information

Depot Locations	Reuse Activity	Sorting and Packing for Transport	Bulking MHSW (list)	Oil Filter Compaction	PCB Testing	Storage Capacity	Other
a) Parks Parking Lot	No	Yes	No	No	No	0	N/A
b) Transfer Site: 125 Drop Off Ave	Paint Fertilizer	Yes	Oil Antifreeze Paints	Yes	No	100 drums 50 – 20lb propane 50 – lead acid batteries	Freon; propane recovery; paint drying
c)							
d)							

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

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Depot Locations	MOE Waste Classes	MOE Limitations	Confirmation that C of A attached
a) Parks Parking Lot	145B; 263A; 252L; 148A; 221I; 331I	No commercial small quantity generators; 312 (sharps)	Yes
b) Transfer Site: 125 Drop Off Ave	Same plus 261A and 146T	No commercial small quantity generators; 312 (sharps)	Yes

c)			
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Schedule B: MHSW Service Provider Information and Contracts

This schedule describes Municipality’s Service Provider Information and Contracts as of _____ [date].

List all Contractors used for each depot location:

Depot Locations	Collection Contractor	Disposal Contractor (s) by Waste Class
a) Parks Parking Lot	Haz in a Bag Inc. & Municipal Staff	Haz in a Bag Inc: All waste except; Propane cylinders: John’s Scrap
b) Transfer Site: 125 Drop Off Ave	Municipal Staff	Same
c)		
d)		
e)		

Contractor(s) Coordinates:

Contractor Company Name:

Address:

City/Town:

Postal Code:

Web site:

Contact Person:

Title:

Phone:

E-mail:

DRAFT – May 2, 2008 “Version 2”

Contract award date: _____ Contract end date: _____

Contract extension: Yes: possible extension period: _____ No

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.

DRAFT – May 2, 2008 “Version 2”

	Recycle	Landfill	Secure Landfill	Incineration	Fuel blending	Physical Chemical Treatment	Other:
Paints and coatings							
Solvent							
Solvent containers							
Oil Filters							
Oil Containers							
Single Use Dry Cell Batteries							
Antifreeze							
Antifreeze Containers							
Pressurized Containers							
Fertilizers, Fungicides, Herbicides, Insecticides, Pesticides							
Other							
Other							
Other							
Other							

Schedule C: Actions regarding current and future service provider contracts

Schedule D: Proposed changes and improvements to MHSW services and respective commitments of SO and the Municipality

Schedule E: roles and responsibilities regarding promotion and education

Schedule F: financial arrangements