

Effective as of July 1, 2008

Stewardship Ontario Municipal MHSW Standards

1.0 Basis

1.1 Section 9.3 of the MHSW Shared Responsibility Agreement provides that:

"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...."

2.0 Definitions and Interpretation

2.1 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), the *Municipal Act, 2001* (Ontario), or the Agreement, as the case may be unless otherwise specified.

2.2 In the Standards:

- (a) "3Rs solutions" means waste management options involving reduction, reuse and recycling;
- (b) "Agreement" means an MHSW Shared Responsibility Agreement entered into between Stewardship Ontario and a municipality, local board or other entity;
- (c) "Automotive MHSW" means oil filters, oil containers, antifreeze and antifreeze containers.
- (d) "Bulking" means the practice of emptying the contents of product containers into a shipping container in order to minimize the amount of storage space required and the volume shipped for processing;
- (e) "Disposal" means non-3Rs solutions such as landfilling and incineration, with or without energy recovery; and
- (f) "Standards" means this document and includes all amendments thereto;
- (g) "Transportation and Processing Incentive System" means the system developed by Stewardship Ontario which provides payment incentives to registered, qualified businesses which transport and process Automotive MHSW as described in the MHSW Program Plan;

- (h) "Travel Hours" means the time it takes for a truck to travel from the Service Provider's site to the Event and back to the Service Provider's site.
- (i) "WDO Municipal MHSW Report" means the quarterly report detailing MHSW managed which the Municipality is required to file through the WDO datacall system.

3.0 Applicability

- 3.1 The Standards apply to all municipalities, local boards or other entities (hereinafter singularly referred to as the "Municipality") that have entered into an Agreement.
- 3.2 In the event of conflict between the Standards and the Agreement, the Agreement prevails.

4.0 Service Providers

- 4.1 Stewardship Ontario's Manual for Transporters and Processors Manual as amended from time to time, and available on Stewardship Ontario's website http://www.stewardshipontario.ca/mhsw/pdf/transporters_processors/T_P_Manual.pdf applies to Service Providers engaged by the Municipality.

5.0 3R Solutions for MHSW

- 5.1 Stewardship Ontario shall not reimburse the Municipality for the Disposal of Phase I MHSW where 3Rs solutions were available to the Municipality but not employed.
- 5.2 A table setting out Phase I MHSW for which 3Rs solutions are available and technically feasible, as may be amended from time to time by Stewardship Ontario, is available on Stewardship Ontario's website at http://www.stewardshipontario.ca/mhsw/pdf/municipal/recycle_status_phase1.pdf . Where Stewardship Ontario amends the table, Stewardship Ontario shall give at least 90 days notice in accordance with the Agreement.
- 5.3 Stewardship Ontario may, in its absolute discretion, publish information classifying particular waste management processes as 3Rs solutions.
- 5.4 For all existing Service Provider contracts:
 - (a) The Municipality agrees to take all available steps under its existing Service Provider contract to employ 3Rs solutions where 3Rs solutions are identified by Stewardship Ontario as described in section 5.2, above.
 - (b) If the Service Provider cannot be compelled or is otherwise unable to provide 3RS solutions under its contract, the Municipality shall promptly notify Stewardship Ontario in accordance with the Agreement.

- 5.5 For all new Service Provider contracts:
- (a) The Municipality shall ensure that all Service Provider contracts shall require 3Rs solutions pursuant to the table described in section 5.2, above, at the time any such Service Provider contract goes into effect.
 - (b) The Municipality shall ensure that, within a reasonable period of time, its Service Provider shall employ a 3Rs solution for MHSW for which a 3Rs solution did not exist at the time of commencement of the contract.

6.0 Transition of Automotive MHSW to Transportation and Processing Incentive System

- 6.1 Oil containers and antifreeze containers shall only be managed by Stewardship Ontario through its Transportation and Processing Incentive System.
- 6.2 Where its existing Service Provider contracts cover the management of Automotive MHSW, the Municipality shall, in consultation with Stewardship Ontario, take all reasonable steps under its existing contract to terminate such services, to enable such Automotive MHSW to be managed by Stewardship Ontario through its Transportation and Processing Incentive System.
- 6.3 The Municipality shall exclude Automotive MHSW from any new contracts with Service Providers for the management of MHSW, enabling such Automotive MHSW to be managed under Stewardship Ontario's Transportation and Processing Incentive System.
- 6.4 Notwithstanding clause 5.1 above, Stewardship Ontario shall not reimburse the Municipality for Disposal of Automotive MHSW.

7.0 Reuse Program Incentives

- 7.1 Stewardship Ontario shall pay the Municipality an incentive fee for operating a reuse program for certain MHSW materials as Value-Added Collection Services, in accordance with Table A: Reuse Incentive Payments, below.
- 7.2 Stewardship Ontario may, upon consultation, upon reasonable notice, vary the compensation system, which variation shall not take effect before July 1, 2009, following an analysis of reuse program costs and procedures planned for the first 12 months of the MHSW Program Plan.

Table A: Reuse Incentive payments

Phase 1 MHSW Item	\$ per Container <= 3L	\$ per Container >3L
Paints and coatings – non aerosol	\$0.60	\$1.00
Paints and coatings – aerosols	\$0.60	N/A
Solvents	\$0.60	\$1.00
Antifreeze	\$0.60	\$1.00
Fertilizers	\$0.60	\$1.00
Pressurized containers (1 lb)	\$0.60	N/A

7.3 Phase 1 MHSW not subject to the reuse incentive include the following:

- (a) Oil filters;
- (b) Oil containers;
- (c) Single use dry cell batteries;
- (d) Pesticides; and,
- (e) 20 lb propane tanks and other refillable pressurized tanks.

7.4 The Municipality shall apply the following criteria for Phase I MHSW to be reused:

- (a) Container contents appear to be of reasonable quantity and quality
- (b) Containers are in good condition, have an original label and appear to contain the original product; and
- (c) The Depot has a defined 'reuse' area that is approved under its Ministry of Environment Certificate of Approval.

7.5 The Municipality shall record the address (house number, street, municipality and postal code) of each reuse customer including summary description of item(s) taken, type, quantity and container size.

7.6 The Municipality shall utilize the forms, waiver documents or container stickers, if any, specified by Stewardship Ontario.

7.7 The Municipality shall report the quantity, container size and product type data quarterly to Stewardship Ontario using the WDO Municipal MHSW Report.

8.0 Bulking Incentive

- 8.1 Unless otherwise specified by Stewardship Ontario, the Municipality shall not bulk Phase 1 MHSW in order to preserve the potential for reuse or recycling of that product.
- 8.2 The following MHSW is specified for Bulking by Stewardship Ontario and the incentive rates indicated are payable:

MHSW Product	Incentive
Antifreeze	\$0.075 per bulked Litre

- 8.3 All bulked volumes shall be reported quarterly using the WDO Municipal MHSW Report.

9.0 Event Mobilization Cost Share

- 9.1 Where the Municipality holds an Event for MHSW Collection Services, the Municipality shall endeavour to obtain separate pricing for Post-Collection Services Costs of Phase 1 MHSW in order to identify the cost of supplying empty shipping containers to the Event and transporting filled shipping containers after the Event.
- 9.2 Where the mobilization costs are combined for Phase 1 and non-Phase 1 MHSW, Stewardship Ontario shall reimburse the Municipality a portion of the mobilization costs of the Event on the following basis:
- (a) Travel Hours are reimbursable at a rate of \$110 per hour ("Reimbursement Rate") for each vehicle carrying shipping containers to the Event.
 - (b) Travel Hours shall include reasonable time to unload shipping containers for the Event.
 - (c) The product of Travel Hours and the Reimbursement Rate shall be multiplied by 50% to reflect the split of Post-Collection Services Costs between Phase 1 and non-Phase 1 MHSW.
 - (d) If multiple Events are scheduled for the same trip, the Travel Hours for each section of the trip are to be determined.

10.0 Use of Labpack Factors

- 10.1 Where Phase 1 MHSW is packed in accordance with Regulation 347/1990 waste classes, but for necessary operational reasons is commingled with non-Phase 1 MHSW, the following table developed by Stewardship Ontario, as amended from

time to time as additional studies are performed, shall be utilized in order to determine Stewardship Ontario's share of the cost of a commingled labpack.

Table B – Labpack Factors

Phase 1 MHSW Item	Lab Pack Factor (% of Phase 1 MHSW)
Paint and Coatings	94%
Pressurized Cylinders	100%
Aerosols	37%
Flammables	44%
Oxidizers	27%
Pesticides	22%
Batteries	71%
Oil Filters	100%
Antifreeze - Bulked or Labpacked	100%
Antifreeze containers – empty	**
Oil Containers – empty	**
Oil Containers - with oil	**

**Note – Managed through Stewardship Ontario's Transportation and Processing Incentive System for oil filters, oil containers, antifreeze and antifreeze containers.

11.0 WDO Municipal MHSW Report

- 11.1 The Municipality shall ensure that the WDO Municipal MHSW Report only claims reimbursement for:
- (a) MHSW Services provided by the Municipality for which Stewardship Ontario is responsible,
 - (b) Amounts paid or payable by the Municipality to Service Providers registered with Stewardship Ontario throughout the reporting period for MHSW Services for which Stewardship Ontario is responsible, provided that bona fide 3Rs solutions have been employed, as specified in section 5.2, above; and
 - (c) Shipping containers that have been well packed in accordance with Regulation 347/1990 waste classes, good operating practices and any standards or guidelines issued by Stewardship Ontario.

12.0 New Service Provider Contracts

- 12.1 The Municipality shall ensure that all Request for Tenders or Request for Proposals for MHSW Services to be provided to the Municipality after July 1, 2008 shall be prepared and conducted so as to be consistent with Stewardship Ontario's Guidance Document to Support a Request for Tenders or Request for Proposals for MHSW Services, as amended from time to time, and available on Stewardship Ontario's website:

http://www.stewardshipontario.ca/mhsw/pdf/municipal/guidance_document.pdf

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