

Appendix “A” – Summary of Key Terms in Draft Municipal Hazardous or Special Waste Management Shared Responsibility Agreement

1. The term is three years and the agreement will automatically renew for up to two further one year terms unless either party notifies the other at least ninety days in advance of any renewal term commencement date.
2. The City will be reimbursed for post-collection and value-added services, but not collection services.
3. Amendments may be necessary if there are changes to the MHSW Program Plan.
4. If the City intends to change the MHSW services it provides, it must notify Stewardship Ontario in advance of the change.
5. The City shall not amend, enter into or extend any contracts that are inconsistent with the agreement with Stewardship Ontario without Stewardship Ontario’s consent.
6. A summary of the City’s contracts for MHSW services are to be provided in a schedule to the agreement.
7. Existing contracts for MHSW services are to be brought into conformity with Stewardship Ontario’s requirements, in accordance with the agreement, as quickly as possible.
8. Provision is made for Stewardship Ontario to be involved in the City’s tendering processes under conditions not yet determined (a separate schedule will be negotiated).
9. Roles and responsibilities related to promotion and education for MHSW Services will be negotiated and will become part of the agreement.
10. A separate schedule, yet to be negotiated, will set out Stewardship Ontario’s reimbursement requirements; the City will invoice quarterly and Stewardship Ontario will reimburse the City within thirty days.
11. There is a mutual indemnity provision for any wilful misconduct or negligence of the indemnifying party, which excludes consequential damages but includes legal fees on a full indemnity basis.
12. The City is required to have pollution liability insurance or environmental impairment insurance of at least \$2,000,000.00 per occurrence and an annual aggregate limit of not less than \$4,000,000.00.
13. Any disputes related to amounts payable by Stewardship Ontario will be resolved in accordance with the dispute resolution process established by Waste Diversion Ontario and any other disputes will be determined in accordance with an arbitration process.