

AMENDED AND RESTATED PROGRAM AGREEMENT

THIS AGREEMENT made in duplicate is effective as of this 1st day of January, 2010

B E T W E E N:

WASTE DIVERSION ONTARIO,
a corporation without share capital
incorporated by the *Waste Diversion Act, 2002*

(hereinafter referred to as “**Waste Diversion Ontario**”)

- and -

STEWARDSHIP ONTARIO,
a corporation without share capital
incorporated pursuant to the *Corporations Act (Ontario)*
(hereinafter referred to as “**Stewardship Ontario**”)

WHEREAS according to Subsection 25 (3) of the *Act*, a waste diversion program developed under this *Act* must include an agreement between Waste Diversion Ontario and the industry funding organization that the program is developed in cooperation with, governing the role of the industry funding organization in the implementation and operation of the program and governing the exercise of the industry funding organization’s powers under the *Act*;

AND WHEREAS the Minister of the Environment has required that Stewardship Ontario be the industry funding organization established under Section 24 of the *Act* for the purposes of developing and implementing a waste diversion program for designated Municipal Hazardous or Special Waste under the *Act*;

AND WHEREAS the parties hereto entered into a Program Agreement as of the 8th day of December, 2007 (replacing an earlier agreement made as of the 23rd day of May, 2007) with respect to Phase 1 MHSW and wish to amend and restate such Program Agreement in order to provide for the implementation of the Waste Diversion Program with respect to Phase 2 MHSW (as herein defined) and Phase 3 MHSW (as herein defined) and to amend certain other provisions of such Program Agreement;

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. Purpose of the Agreement

1.1 The purpose of this Agreement between Waste Diversion Ontario and Stewardship Ontario is to:

- (a) Define the roles and responsibilities of the two parties;
- (b) Set out the operating relationships between the two parties; and

- (c) Ensure openness and transparency to serve the public interest.

2. Definitions and Interpretation

2.1 Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the *Act*, unless otherwise specified.

2.2 When used in this Agreement, the following words and expressions have the following meanings:

- (a) “**Act**” means the *Waste Diversion Act*, 2002, S.O. 2002, c. 6, as the same may be amended from time to time;
- (b) “**Agreement**” means this Program Agreement which is entered into pursuant to Section 25 (3) of the *Act* and includes all attached schedules and any amendments thereto;
- (c) “**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day, Boxing Day and any other day on which the Government of Ontario has elected to be closed for business;
- (d) “**Documentation**” means, for purposes of Section 9 of this Agreement, correspondence, documentation pertaining to public consultation during development of the Municipal Hazardous or Special Waste Program Plan, minutes of meetings of the Board of Directors and subcommittees, internal reports, consultants’ reports, agendas and other information and data obtained, created or maintained by Stewardship Ontario;
- (e) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;
- (f) “**Funds**” means monies received by Stewardship Ontario as described in Subsection 32(3) of the *Act*;
- (g) “**Municipal Hazardous or Special Waste**” or “**MHSW**” means waste materials defined under Ontario Regulation 542/06;
- (h) “**Municipal Hazardous or Special Waste Program Plan**” means the Waste Diversion Program (as amended) encompassing Phase 1 MHSW, Phase 2 MHSW and Phase 3 MHSW submitted by Waste Diversion Ontario to the Minister for approval, of which this Agreement forms a part;
- (i) “**Operating Agreement**” means the Operating Agreement entered into between Waste Diversion Ontario and the Minister;
- (j) “**Phase 1 MHSW**” means paints and coatings and the containers in which they are contained, solvents and the containers in which they are contained, oil filters

(after they have been used for their intended purpose), containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil, single use dry cell batteries, antifreeze and containers in which it is contained, pressurized containers such as propane tanks and cylinders, and fertilizers, fungicides, herbicides, insecticides or pesticides and the containers in which they are contained;

- (k) **“Phase 2 MHSW”** means all batteries excluding lead acid batteries from vehicles, aerosol containers, portable fire extinguishers, florescent light bulbs and tubes, switches that contain mercury, thermostats, thermometers, barometers, or other measuring devices if they contain mercury, pharmaceuticals and sharps, including syringes;
- (l) **“Phase 3 MHSW”** means all materials that meet the definition of MHSW set out in Ontario Regulation 542/06 and which are not Phase 1 MHSW or Phase 2 MHSW;
- (m) **“Program Request Letter”** means the letter dated July 22, 2008 from the Minister to Waste Diversion Ontario and the Minister’s letter dated January 14, 2009 to Waste Diversion Ontario approving an extension of the date for submitting the Municipal Hazardous or Special Waste Program Plan;
- (n) **“Stewards”** means the persons or classes of persons designated under the Municipal Hazardous or Special Waste Program Plan rules as responsible for paying fees to Stewardship Ontario;
- (o) **“Steward”** means any member of the class of “Stewards”;
- (p) **“Waste Diversion Program”** means a program referred to in Sections 23 and 25 of the *Act*.

2.3 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 at the date hereof, 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 13;
- (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.

2.4 The parties acknowledge that the recitals to this Agreement are true and correct.

3. Term of Agreement and Amendment

3.1 The term of this Agreement shall commence upon the date of approval of the Municipal Hazardous or Special Waste Program Plan (encompassing Phase 1 MHSW, Phase 2 MHSW and Phase 3 MHSW) by the Minister and shall remain in effect until five (5) years after that date and for successive periods of five (5) years each thereafter unless terminated earlier in accordance with Section 17 of this Agreement or amended in accordance with Subsection 3.5.

3.2 Any changes to the terms of this Agreement shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

3.3 The parties agree to conduct a review of the performance and implementation of this Agreement not later than two (2) years following the date of commencement of the term of this Agreement and every two (2) years thereafter. As part of such review, each of the parties may suggest any appropriate amendments to the terms of this Agreement.

3.4 Notwithstanding Subsection 3.3, the parties agree that Waste Diversion Ontario and Stewardship Ontario shall be able to suggest appropriate amendments to the terms of this Agreement to the Minister at any time.

3.5 No material change may be made to the Municipal Hazardous or Special Waste Program Plan or to the terms of this Agreement without the written approval of the Minister as set out in Section 27 of the *Act*. Material changes include but are not limited to the following:

- (a) Definition of Municipal Hazardous or Special Waste wastes in the approved Municipal Hazardous or Special Waste Program Plan
- (b) Definition of Stewards - Meaning the persons or classes of persons designated under the Municipal Hazardous or Special Waste Program Plan Rules for Stewards as responsible for paying fees to Stewardship Ontario.

- (c) Change in the methodology for calculating fees as outlined in the approved Municipal Hazardous or Special Waste Program Plan.

4. Roles of the Parties

- 4.1 Waste Diversion Ontario represents and warrants that it has approved the Municipal Hazardous or Special Waste Program Plan.

Waste Diversion Ontario:

- (a) Will ensure that the terms and conditions of this Agreement are carried out in a responsible, complete and thorough manner, and on a timely basis;
- (b) Will provide estimates to Stewardship Ontario from time to time of the following:
 - (i) the costs incurred or expected to be incurred by Waste Diversion Ontario in respect of developing, implementing and operating the Waste Diversion Program in respect of Municipal Hazardous or Special Waste; (ii) a reasonable share of the other costs incurred or expected to be incurred by Waste Diversion Ontario in carrying out its responsibilities under the *Act*; (iii) and a reasonable share of the costs incurred or expected to be incurred by the Ministry in administering the *Act*, all of which are to be charged to Stewardship Ontario under Section 32 of the *Act*;
- (c) Will invoice Stewardship Ontario for the costs referred to in 4.1(b) commencing at the end of the first quarter following the date upon which the Municipal Hazardous or Special Waste Program Plan commences following designation of Stewardship Ontario by the regulations made under the *Act* as the industry funding organization for the Municipal Hazardous or Special Waste Program Plan (such costs to include costs identified in paragraph 4.1(b) incurred prior to the date upon which Stewardship Ontario is so designated);
- (d) Will implement the programs, policies and procedures identified as the responsibility of Waste Diversion Ontario in the Municipal Hazardous or Special Waste Program Plan approved by the Minister;
- (e) Will give written notice to Stewardship Ontario if, in the opinion of Waste Diversion Ontario, Stewardship Ontario has failed to comply with the terms of the Municipal Hazardous or Special Waste Program Plan, the Program Request Letter or the *Act* and advise Stewardship Ontario of the action required to remedy such non-compliance; and
- (f) Will implement relevant activities and functions as outlined in the Operating Agreement with the Minister.

4.2 Stewardship Ontario:

- (a) Will, following approval by the Minister, implement the Municipal Hazardous or Special Waste Program Plan;
- (b) Will honour invoices from WDO with payment within 30 days;
- (c) Will consult with Waste Diversion Ontario from time to time during the implementation of the Municipal Hazardous or Special Waste Program Plan as reasonably required by Waste Diversion Ontario;
- (d) Will make commercially reasonable efforts to implement any policies established by the Minister pursuant to Section 7 of the Act;
- (e) Will comply with the terms of the Municipal Hazardous or Special Waste Program Plan, the Program Request Letter and the *Act* (including the preparation of an annual report pursuant to Section 33 of the Act);
- (f) Will, subject to the resolution of any dispute pursuant to the provisions of Section 16 hereof, make commercially reasonable efforts to implement any actions required by Waste Diversion Ontario pursuant to paragraph 4.1(e) above to bring Stewardship Ontario into compliance with the terms of the Municipal Hazardous or Special Waste Program Plan, the Program Request Letter and the *Act*; and
- (g) Will adopt and maintain a Code of Conduct for its directors, officers and committee members that is satisfactory to Waste Diversion Ontario, acting reasonably, and amend its by-laws as required to enable Stewardship Ontario to carry out the terms of the Municipal Hazardous or Special Waste Program Plan, the Program Request Letter or the *Act*, provided that any amendments to the composition of the Board of Directors of Stewardship Ontario shall be subject to an appropriate regulation made by the Minister and to the approval of Stewardship Ontario.

5. Fees and Business Plans

5.1 Stewardship Ontario has adopted the Rules for Stewards with respect to Payment of Fees (2010) set out in Schedule A hereto which have been approved by Waste Diversion Ontario. Any amendments to the Rules set out in Schedule A hereto and any new Rules shall be subject to the prior written approval of Waste Diversion Ontario. Any new and/or amended Rules shall be initialled by representatives of each of the parties to signify their approval thereof and such new and/or amended Rules shall thereafter be appended to Schedule A of this Agreement and incorporated herein for all purposes.

5.2 At such time as Stewardship Ontario proposes to amend the Rules with respect to the payment of fees by Stewards:

- (a) Stewardship Ontario shall prepare a draft business plan outlining its proposed activities and objectives for the period in respect of which such fees are to be

established and shall present such business plan to Waste Diversion Ontario for review and comment; and

- (b) Following any such review and comments, Stewardship Ontario shall consult with stewards concerning any amendment to the Rules with respect to the payment of fees by stewards. Prior to formal approval of any Rules by Waste Diversion Ontario, Stewardship Ontario shall, if deemed necessary as a result of such consultation, prepare a revised business plan outlining its activities and objectives for the period in respect of which such fees are to be established and submitted to Waste Diversion Ontario.

6. Transparency

- 6.1 Stewardship Ontario will maintain an Internet website accessible by the public and will post every rule made pursuant to the *Act* on its website. Subject to confidential or proprietary considerations, and provided that information is available in electronic format, Stewardship Ontario's website is to include information on, or contain the appropriate electronic links to, the Municipal Hazardous or Special Waste Program Plan and Stewardship Ontario's annual report pursuant to Section 33 of the *Act*. Stewardship Ontario will provide a copy of a rule to every person who requests a copy and may charge the person a reasonable fee for such copy.

7. Information Sharing

- 7.1 Subject to confidential and proprietary considerations, Stewardship Ontario shall provide data and information obtained in the course of developing or implementing the Municipal Hazardous or Special Waste Program Plan to Waste Diversion Ontario upon request. The parties acknowledge and agree that data and information which might be confidential or proprietary in relation to one Steward may cease to be proprietary or confidential if aggregated with data and information relating to more than one Steward, provided that after such aggregation it will not be possible to identify individual Stewards within the aggregated information. Information to be shared shall include, without limitation, comments received from Stewards with respect to the Municipal Hazardous or Special Waste Program Plan. The parties have agreed upon the information sharing protocol set out in Schedule B hereto to implement the provisions of this Subsection 7.1.
- 7.2 Stewardship Ontario acknowledges that information provided by Waste Diversion Ontario to the Minister is under the control of the Minister within the meaning of FIPPA. Waste Diversion Ontario shall retain full control over all other information obtained, created or maintained by Waste Diversion Ontario.
- 7.3 Any data or materials provided by Stewardship Ontario to Waste Diversion Ontario which are confidential and are to remain confidential shall be clearly marked as confidential. In the event that the Minister receives a request under the FIPPA relating to the disclosure of any such confidential information which has been provided by Waste Diversion Ontario to the Minister and provides notice thereof to Waste Diversion Ontario, Waste Diversion Ontario agrees to provide Stewardship Ontario with notice to that effect. Notwithstanding the foregoing, Stewardship Ontario acknowledges that the

Minister is bound by FIPPA and may be required by order of a court or tribunal to disclose confidential information provided by Stewardship Ontario to Waste Diversion Ontario which has in turn been provided by Waste Diversion Ontario to the Minister.

- 7.4 Each of the parties agrees to hold data and information received from the other which are marked confidential in confidence, unless:
- (a) Such party is required to disclose such data or information by applicable law or by the order of any court or tribunal of competent jurisdiction;
 - (b) Such data or information have become generally available to the public without breach of this Agreement;
 - (c) Such data or information were developed independently by the recipient without the use of such confidential data or information or were lawfully received from another source having the right to furnish such data or information; or
 - (d) Such data or information were previously known to the recipient free of any restriction as evidenced by documentation in the recipient's possession.

8. Stakeholder and Public Consultation

- 8.1 Waste Diversion Ontario may require Stewardship Ontario to provide opportunities for consultation with stakeholders, including the public, who may be affected by any proposed material changes to the Municipal Hazardous or Special Waste Program Plan. Such consultation is to be open, accessible and responsive to concerns expressed.

9. Stewardship Ontario Responsibility for Documentation and Audit

- 9.1 Stewardship Ontario shall be responsible for maintaining Documentation in carrying out its responsibilities under this agreement, in a responsible and complete manner. Documentation may be maintained in paper or electronic format, as permitted by applicable law.
- 9.2 Without limiting the generality of the foregoing, the Board of Directors of Stewardship Ontario shall maintain the following:
- (a) All Documentation relating to its consultation activities, comments and responses received and a review of whether and how comments and responses were addressed; and
 - (b) All Documentation relating to the Funds.
- 9.3 The receipt and disbursement of the Funds will be reflected in the audited financial statements of Stewardship Ontario. The audited financial statements are to be prepared in accordance with generally accepted accounting principles and accompanied by the auditor's report thereon.

9.4 Stewardship Ontario agrees to implement and maintain measures to ensure the security and integrity of the Documentation and to protect the Documentation against loss, alteration and destruction.

10. Complaints and Inquiries Handling

10.1 Waste Diversion Ontario shall be responsible for handling all complaints and inquiries it receives in the following manner:

- (a) Waste Diversion Ontario will be responsible for determining if the complaint and/or inquiry is related to:
 - (i) its responsibilities as set out under the *Act* or as set out in this Agreement;
 - (ii) any other action of Waste Diversion Ontario; or
 - (iii) Stewardship Ontario;
- (b) If the complaint/inquiry is related to Waste Diversion Ontario's responsibilities as set out under the *Act* or as set out in this Agreement, or to any other action of Waste Diversion Ontario, Waste Diversion Ontario will be responsible for addressing the complaint or responding to the inquiry;
- (c) If the complaint/inquiry is related to Stewardship Ontario, Waste Diversion Ontario shall forward the complaint/inquiry to Stewardship Ontario asking it to address the complaint or respond to the inquiry (in accordance with any applicable dispute resolution mechanism) and report to Waste Diversion Ontario within one calendar month and every calendar month thereafter until the dispute is resolved;
- (d) In the event that Waste Diversion Ontario receives complaints/inquiries pertaining to enforcement issues, Waste Diversion Ontario will forward such complaints/inquiries to the Ministry; and
- (e) With respect to any other complaint or inquiry, Waste Diversion Ontario will be responsible for forwarding the complaint or inquiry to the appropriate person.

11. Insurance

11.1 Stewardship Ontario shall put into effect and maintain throughout the term of this Agreement all the necessary and appropriate insurance for a prudent not-for-profit corporation.

11.2 Without limitation to the generality of the foregoing, Stewardship Ontario shall obtain and maintain directors and officers liability insurance in amounts which are customary for a prudent not-for-profit corporation.

12. Assignment

- 12.1 Stewardship Ontario shall not assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Waste Diversion Ontario and the Minister.
- 12.2 Stewardship Ontario shall not subcontract any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Waste Diversion Ontario.

13. Notices

- 13.1 All notices to or upon the respective parties hereto shall be in writing and shall be delivered to the party to which such notice is required to be given under this Agreement at the respective address set out below by personal delivery, facsimile with confirmation of transmission, pre-paid registered post or electronically by email. All notices shall be deemed to have been duly given:
- (a) one (1) Business Day after such notice is received by the other party when delivered by personal delivery, by facsimile or by email; or
 - (b) five (5) Business Days after posting by prepaid registered post. In the event of a postal disruption, notices must be given by personal delivery or by a signed back facsimile and all notices delivered within one (1) week prior to the postal disruption must be confirmed by a signed back facsimile to be effective.

Notices to Waste Diversion Ontario shall be delivered to:

Waste Diversion Ontario
4711 Yonge Street, Suite 1102
Toronto, Ontario M2N 6K8

Attention: Executive Director
Facsimile: 416-226-1368
e-mail: glendagies@wdo.ca

Notices to Stewardship Ontario shall be delivered to:

Stewardship Ontario
21 St. Clair Ave East, Suite 503
Toronto, ON M4T 1L9

Attention: Chief Executive Officer
Facsimile: (416) 323-3185
e-mail: GZecchini@stewardshipontario.ca

- 13.2 Either party may, by written notice delivered to the other party, designate a new address or facsimile number for these notices.

14. Waiver

- 14.1 No term, condition or provision hereof shall be or be deemed to have been waived by Waste Diversion Ontario by reason of any act, forbearance, indulgence, omission, or event. Only an express written waiver by Waste Diversion Ontario shall be binding and each such waiver shall be conclusively deemed to be limited to the circumstances, right or remedy therein specified.

15. Severability

- 15.1 In the event that any provision of this Agreement or any part of such provision shall be determined to be invalid, unlawful or unenforceable to any extent, such provision or part thereof shall be severed from the remaining terms and conditions of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

16. Dispute Resolution

- 16.1 Stewardship Ontario shall include a dispute resolution mechanism in all contracts to which Stewardship Ontario is a party with the exception of contracts for goods and services in the ordinary course of business.
- 16.2 If any dispute arises between Stewardship Ontario and Waste Diversion Ontario as to their respective rights and obligations under this Agreement or the interpretation of the Municipal Hazardous or Special Waste Program Plan by Waste Diversion Ontario, the parties shall use the following dispute resolution procedures (modified if necessary pursuant to Subsection 17.3 below) to resolve such disputes:
- (a) The parties shall attempt to resolve disputes in the spirit of mutual cooperation through discussions and negotiations between the designated representatives of the parties within thirty (30) days of the date upon which written notice of the dispute was first given by one party to the other or as otherwise agreed upon;
 - (b) If the parties are unable to resolve the dispute in the manner aforesaid, either party shall have the right, on notice in writing to the other, to require that such dispute be submitted to the Executive Director of Waste Diversion Ontario and the CEO of Stewardship Ontario for discussion and resolution within thirty (30) days of the date of the notice requiring such dispute to be submitted to them or as otherwise agreed upon;
 - (c) In the event that the Executive Director of Waste Diversion Ontario and the CEO of Stewardship Ontario are unable to resolve such dispute, either party shall have the right, on notice in writing to the other, to require that such dispute be submitted to the Chair of the Board of Directors of Waste Diversion Ontario and the Chair of the Board of Directors of Stewardship Ontario for discussion and resolution within thirty (30) days of the date of the notice requiring such dispute to be submitted to them or as otherwise agreed upon;

- (d) If the Chair of the Board of Directors of Waste Diversion Ontario and the Chair of the Board of Directors of Stewardship Ontario are unable to resolve the dispute, either party shall have the right to refer the matter to binding arbitration in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended. Each party shall bear the cost of its own counsel and witnesses but the costs of the arbitration including the fees of the arbitrator(s), the cost of court reporters and transcripts and the cost of the arbitration facility shall be borne equally by the parties. The arbitration shall take place in Toronto, Ontario, Canada, before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of an arbitrator within thirty (30) days of the notice requiring such dispute to be submitted to arbitration, then the parties will each select an arbitrator who in turn will select a third arbitrator as soon as reasonably practicable following such thirty (30) day period; and
- (e) The parties may determine the procedure to be followed by the arbitrator(s) in conducting the proceedings, or may request the arbitrator(s) to do so. The arbitrator(s) shall issue a written award within thirty (30) days of completion of the hearing.

16.3 Notwithstanding the provisions of Subsection 16.2, if such dispute relates to the costs recoverable by Waste Diversion Ontario (on its own behalf or on behalf of the Ministry) from Stewardship Ontario, to any invoice issued by Waste Diversion Ontario to Stewardship Ontario in respect of such costs or to any other issue which, in the reasonable opinion of Waste Diversion Ontario, pertains to the calculation of or responsibility for costs in relation to the Municipal Hazardous or Special Waste Program Plan, the following provisions shall apply:

- (a) The parties shall attempt to resolve such dispute in the spirit of mutual co-operation through discussions and negotiations between the designated representatives of the parties within fifteen (15) days of the date upon which written notice of the dispute was first given by one party to the other or as otherwise agreed upon;
- (b) If the parties are unable to resolve the dispute in the manner aforesaid, either party shall have the right, on notice in writing to the other, to require that such dispute be submitted to the respective auditors of the parties for discussion and resolution within fifteen (15) days of the date of the notice requiring such dispute to be submitted to them or as otherwise agreed upon;
- (c) In the event that the respective auditors of the parties are unable to resolve such dispute within such further fifteen (15) day period, such auditors shall, upon the request in writing of either party, select a third independent auditor as soon as possible to act as an arbitrator and to resolve such dispute in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended. In the event that the respective auditors of the parties are unable to agree upon the selection of an independent auditor to serve as arbitrator within five (5) days of the date of the written request by either party, Waste Diversion Ontario shall propose three (3) independent auditors to Stewardship Ontario and Stewardship

Ontario shall, within two (2) days of receipt of such list, select one of such auditors to serve as the arbitrator;

- (d) The auditor chosen as arbitrator shall make a final decision within fifteen (15) days of its appointment or such longer period as the parties may agree upon; and
- (e) If any such dispute with respect to an invoice has not been finally resolved prior to the due date of such invoice, Stewardship Ontario shall pay the undisputed amount immediately to WDO and shall pay the disputed amount into a solicitor's trust account to be held pending the conclusion of the dispute resolution procedure. The disputed amount shall be disbursed by the solicitor in accordance with the results of the dispute resolution procedure. Each party agrees to continue performing its obligations under the Agreement pending the resolution of any dispute with respect to an invoice.

16.4 Stewardship Ontario will develop a dispute resolution procedure providing for the resolution of any dispute between Stewardship Ontario and a person with respect to the person's obligations under Section 31 of the *Act* or the person's obligations under the rules made by Stewardship Ontario under Section 30 of the *Act*, such dispute resolution procedure to be satisfactory in all respects to Waste Diversion Ontario.

16.5 Stewardship Ontario agrees to submit any dispute with respect to payments or in-kind contributions to be made to the municipalities under the Municipal Hazardous or Special Waste Program Plan for resolution in accordance with the dispute resolution procedure adopted by Waste Diversion Ontario for this purpose, as amended from time to time. Waste Diversion Ontario agrees to consult with Stewardship Ontario upon request, but without obligation, with respect to the terms of such dispute resolution procedure.

17. Termination

17.1 If, in the reasonable opinion of Waste Diversion Ontario, there has been a breach of this Agreement by Stewardship Ontario, Waste Diversion Ontario may terminate this Agreement if Stewardship Ontario fails to remedy such breach within ninety (90) Business Days following written notice from Waste Diversion Ontario outlining the breach in reasonable detail. In the event that the remedy of such breach by Stewardship Ontario reasonably requires more than ninety (90) Business Days, Stewardship Ontario shall so advise Waste Diversion Ontario without delay and provide a revised time line to remedy such breach. Waste Diversion Ontario shall notify Stewardship Ontario 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. Notwithstanding the foregoing, with respect to a breach of Section 12, Waste Diversion Ontario may terminate this Agreement immediately if Stewardship Ontario has not given written notice to Waste Diversion Ontario that it disputes such breach within ten (10) days of the notice of breach from Waste Diversion Ontario.

17.2 Notwithstanding Subsection 17.1, Waste Diversion Ontario may terminate this Agreement immediately upon written notice to Stewardship Ontario if:

- (a) Stewardship Ontario makes a voluntary assignment or a proposal under the *Bankruptcy and Insolvency Act* or a petition or any other proceeding shall be filed, instituted or commenced with respect to Stewardship Ontario under any bankruptcy, insolvency, debt restructuring, reorganization, liquidation, winding-up or similar law now or hereafter in effect, unless such proceedings are commenced by a party other than Stewardship Ontario and are being diligently contested by Stewardship Ontario and are stayed within 30 days from the date of notice of such proceedings being received by Stewardship Ontario;
- (b) A receiver or trustee is appointed for any part of the assets of Stewardship Ontario; or
- (c) Stewardship Ontario ceases for any reason whatsoever to be the designated industry funding organization for the Municipal Hazardous or Special Waste Program Plan or the Municipal Hazardous or Special Waste Program Plan is terminated for any reason whatsoever.

17.3 The parties acknowledge and agree that any determination by Waste Diversion Ontario that Stewardship Ontario is in breach of this Agreement as set out in a written notice given pursuant to Subsection 17.1 above is subject to the dispute resolution provisions of this Agreement but termination of this Agreement pursuant to Subsection 17.2 above is not subject to the dispute resolution provisions of this Agreement. If Stewardship Ontario disputes the right of Waste Diversion Ontario to terminate this Agreement pursuant to Subsection 17.1, Stewardship Ontario shall be required to give written notice of the dispute to Waste Diversion Ontario within ten (10) days of receiving written notice of breach from Waste Diversion Ontario and, if the parties have not resolved the dispute pursuant to paragraphs 16.2(a)-(c) above within twenty (20) days thereafter, the parties shall, at the option of Stewardship Ontario, proceed to arbitration pursuant to paragraph 16.2(d) above and the arbitrator shall be directed to deliver a written decision within ninety (90) Business Days of the written notice of breach. If Stewardship Ontario has required arbitration of the issue, a notice given pursuant to Subsection 17.1 shall be effective ninety (90) Business Days thereafter unless the arbitrator has issued a written decision nullifying such notice on or before that date (without prejudice to any rights of Waste Diversion Ontario to appeal such decision on any basis provided for in the *Arbitration Act*, 1991, S.O. 1991, c.17, as amended).

18. Agreement Binding

18.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

19. Entire Agreement

19.1 This Agreement embodies the entire Agreement between the parties with regard to the implementation of the Municipal Hazardous or Special Waste Program Plan and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to such subject matter existing between the parties at the date of execution of this Agreement.

20. Public Announcements

20.1 Neither Waste Diversion Ontario nor Stewardship Ontario shall make any press release or other formal public announcement which refers to the role of the other in the development and implementation of the Municipal Hazardous or Special Waste Program Plan without first consulting the other concerning the contents of such proposed press release or public announcement. The parties agree that prior consultation shall not be required in respect of routine communications or other general information provided by either of the parties to the public with respect to the implementation of the Municipal Hazardous or Special Waste Program Plan.

21. Governing Law

21.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby agree that any dispute arising out of or in relation to this Agreement shall be determined in Ontario.

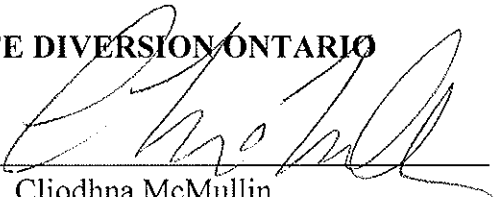
21.2 Stewardship Ontario agrees that it shall, and shall require its officers, directors and staff to, comply with all laws, ordinances, rules and regulations which apply to the operation of Stewardship Ontario, any activities of Stewardship Ontario and the responsibilities of Stewardship Ontario under the *Act*.

22. Signatures

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

WASTE DIVERSION ONTARIO

Per:

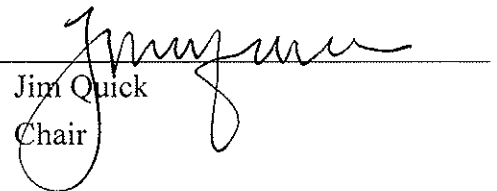


Clodhna McMullin

Chair

STEWARDSHIP ONTARIO

Per:



Jim Quick

Chair

SCHEDULE A

RULES FOR STEWARDS WITH RESPECT TO PAYMENT OF FEES (2010) RESPECTING CONSOLIDATED MHSM

These Rules do not revoke or amend any previously approved MHSM Rules for Stewards with Respect to Payment of Fees Respecting MHSM.

1. Interpretation in these Rules:

2009 Annual MHSM Steward's Report means a report prepared by a steward describing the aggregate amount of MHSM that was Supplied in the 2009 Data Period by the steward or his Franchisees containing the information in accordance with Appendix B;

2009 Data Period means the 12 month period ending December 31, 2009;

Brand Owner, with respect to a specific product or good, that is MHSM or Obsolete MHSW, where such product or good, or its packaging bears a trademark means during any time in any Data Period;

- (a) a person Resident in Ontario who is the holder of the registered trademark, or
- (b) a person Resident in Ontario who is the licensee, in respect of the registered trademark, or
- (c) a person Resident in Ontario, who owns the intellectual property rights to the unregistered trademark ; or
- (d) a person Resident in Ontario, who is the licensee, in respect of the intellectual property rights of the unregistered trademark;

where "licensee" includes a person who packages goods and the products or goods are MHSM or MHSM Packaging, and bear a trademark, other than a packer, producer or filler of Private Label Goods, and includes any person whose corporate name or business name registration contains the trademark;

Commencement Date means the date upon which the Minister has approved the Consolidated MHSW Program Plan and made a regulation with respect to the revised composition of the board of directors of Stewardship Ontario;

Commercial Connection, a person has a commercial connection with MHSM if it derives an economic benefit when such MHSM is Supplied;

Consolidated MHSW Program Plan means the waste diversion program required to be developed by the Minister in the Minister's Program Request Letter;

Data Period means the 3 month periods ending June 30, 2010; September 30, 2010; December 31, 2010; March 31, 2011; June 30, 2011 and September 30, 2011 ;

Deficit (Surplus) Cost means the deficit (surplus) cost associated with each material type from

services provided under all MSHM Rules. These costs are related to activities undertaken in the development, implementation and management of the MHSW Program Plan (Phase 1) and Consolidated MHSW Program Plan;

Designated IC&I Business means (i) an industrial, commercial or institutional business that generates Phase 1 MHSW or MHSW of the type referred to in clause 1 a) i) of the Appendix G; or (ii) an industrial, commercial or institutional business that generates MHSW of the types described in clauses 1 a) ii) through 1 a) vi) of the Appendix G that is not required to submit a Generator Registration Report with respect to municipal hazardous or special waste under subsection 18 (1) of Ontario Regulation 347, made under the Environmental Protection Act, as amended from time to time.

Electrical & Electronic Equipment (EEE) are products that result in the generation of Waste Electrical & Electronic Equipment as defined in O. Reg. 393/04 as amended.

Filed means electronically submitted by a steward to Stewardship Ontario through the interactive website, stipulated by Stewardship Ontario. Filed in the case of a steward that has previously filed a MHSM Steward's Report, means sent to the steward in accordance with the contact information set out in such report. Filed when effected by Stewardship Ontario with respect to a steward that has not previously filed a MHSM Steward's Report, means notified as defined in paragraph 3(1) of these Rules.

First Importer means a person Resident in Ontario, who imports into Ontario, a specific product or good that is MSHM, for which a Brand Owner does not exist in Ontario and includes a person Resident in Ontario who is the first to take title to such product or good, upon or after arrival in Ontario from elsewhere during the Data Period;

Franchisor, Franchisee and Franchise System have the meaning ascribed thereto under the Arthur Wishart Act (Franchise Disclosure), 2000, as amended from time to time;

Interest Rate means the prime rate established by CIBC as at the close of business on the first day of each month plus three (3) percent;

Measured Return Share means a share of the costs of collecting, consolidating, transporting, recycling or disposing of Obsolete MHSW or MHSW that are Toxics, Leachates, Fertilizers, Pesticides, Fungicides, Herbicides or Reactives as defined in Appendix A of these Rules;

Measured Return Share Steward's Report means a report prepared by Stewardship Ontario on a quarterly basis which contains the information in accordance with Appendix C;

MHSM Packaging means materials that are used for the containment, protection, handling, delivery and presentation of MHSM Supplied;

Minister means Minister of the Environment, Province of Ontario;

Municipal Hazardous or Special Materials (MHSM) means those goods and products set out in Appendix A which are Supplied and that result in the generation of MHSW;

Municipal Hazardous or Special Waste (MHSW) has the meaning as defined in O.Reg.

542/06;

Obligation Date means the first day stewards are obligated for Service Costs related to MHSM in these Rules starting July 1, 2010;

Obsolete MHSW Cost means the cost associated with the collection and processing of Obsolete MSHW;

Obsolete MHSW means MHSW for which there is no MHSM Supplied by any steward, in the Data Period;

Phase 1 MHSW means any of MHSW included in the Municipal Hazardous or Special Waste Program Plan approved by the Minister in a letter dated February 19, 2008;

Plan Development Costs means the cost of those items listed in Appendix H under the heading Plan Development Cost Components;

Plan Implementation Costs means the cost of those items listed Appendix H under the heading Plan Implementation Cost Components;

Private Label Goods means goods that carry the brand or trademark of a Brand Owner that were manufactured by a third party on its behalf;

Program Request Letter means the letter from the Minister to Waste Diversion Ontario dated July 22, 2008 requiring Waste Diversion Ontario to develop a waste diversion program in respect of certain categories of Municipal Hazardous or Special Waste in addition to Phase 1 MHSW;

Published Address means an address in Ontario appearing in a current telephone directory or a recognized current published business directory;

Quarterly MHSM Steward's Report means a report prepared by a steward describing the aggregate amount of MHSM, that was Supplied in the Data Period by the steward or his Franchisees containing the information in accordance with Appendix B and filed with Stewardship Ontario in the timeframe set out in Appendix E;

Resident in Ontario, with respect to a corporation, means a corporation that has a permanent establishment in Ontario, in accordance with the provisions of Appendix D, at any time in the Data Period;

Rules mean these Rules;

Service Cost is the cost to manage, collect, transport, consolidate, process, dispose of, or any other waste management cost of MHSW;

Start up Costs are any costs incurred by Stewardship Ontario and WDO up to the Obligation Date related to implementing Phase 1 and the Consolidated MHSW Plan excluding the Plan Development Costs;

Steward in Good Standing means a steward who is current with its financial and reporting obligations to Stewardship Ontario including:

- (1) Plan Development Costs
- (2) Plan Implementation Costs
- (3) Deficit (Surplus) Costs
- (4) Obsolete MHSW Costs
- (5) Fees as outlined in the Measured Return Share Steward's Report

Supplied means sold, leased, donated, disposed of, used, transferred the possession or title of, or otherwise made available or distributed for use in the Province of Ontario. Supply and Supplies have similar meanings.

2) Designation of Stewards

For the purpose of determining which person shall be designated as a steward for a particular category of MHSM the following provisions shall apply, in the order in which they are set out. If two or more persons are designated as a steward pursuant to the following, then the earlier provision shall prevail.

- (1) A Brand Owner is designated as a steward with respect to all MHSM or Obsolete MHSW,
 - a. for which it is the Brand Owner and Supplied such MHSM during the Data Period, for which it has a Commercial Connection;
 - b. in the case of Obsolete MHSW, for which it is the Brand Owner and such Obsolete MHSW was collected by Stewardship Ontario during the Data Period.

- (2) A First Importer is designated as a steward with respect to all MHSM or Obsolete MHSW,
 - a. for which it is the First Importer and Supplied such MHSM during the Data Period;
 - b. in the case of Obsolete MHSW, for which it is the First Importer and such Obsolete MHSW was collected by Stewardship Ontario during the Data Period.

- (3) A Franchisor is designated as a steward with respect to all MHSM or Obsolete MHSW,
 - a. Supplied within the relevant Franchise System during the Data Period;
 - b. in the case of Obsolete MHSW, for which it is the Franchisor and such Obsolete MHSW was collected by Stewardship Ontario during the Data Period.

- (4) In the event there is more than one Brand Owner for the same MHSM, the Brand Owner more directly connected to the production of the MHSM shall be designated as the steward, but where the Brand Owner is a Franchisor who is Resident in Ontario, the Franchisor shall be designated as the steward.
- (5) In the event there is no identifiable brand on a particular MHSM product or good and if the manufacturer of the MHSM is resident in Ontario, the manufacturer of such MHSM shall be designated as the steward for such MHSM, otherwise the First Importer shall be designated as the steward for such MHSM.

3) Steward's Report

- (1) Every steward shall file its 2009 Annual MHSM Steward's Report with Stewardship Ontario not later than 90 days after the Commencement Date, or 90 days after such steward is notified, whichever is later. A steward is notified:
 - (a) on the day the steward receives personal service via email of how to obtain a copy of these Rules, or
 - (b) three days following the sending by Stewardship Ontario by prepaid first class postage to the steward at its Published Address in Ontario,of a copy of these Rules or a written notice of how to obtain a copy of these Rules.
- (2) Every steward shall file a Quarterly MHSM Steward's Report with Stewardship Ontario in accordance with Appendix E.
- (3) Stewards, with the consent of Stewardship Ontario may amend an Annual MHSM Steward's Report or any Quarterly MHSM Steward's Report to correct information that is in error or to replace data previously reported.
- (4) Notwithstanding the above, Stewardship Ontario may, acting reasonably, require steward to file an Annual or Quarterly MHSM Steward's Report by sending a written request to the steward.
- (5) If a Steward's Report has not been filed within 90 days of the date specified in Section 3(1) of these Rules, Stewardship Ontario may file a Steward's Report on behalf of such steward, based on the steward's previous period's Steward's Report.
- (6) Stewardship Ontario may amend a MHSM Steward's Report to correct information in the Steward's Report that is in error or to replace data previously reported.

Failure to file a Steward's Report in accordance with these Rules is a violation of these Rules and may be subject to enforcement under the Waste Diversion Act.

4) Fees Payable

Stewards shall pay fees to Stewardship Ontario in accordance with the following:

- (1) the fees for all MHSM categories as set out in all applicable Quarterly MHSM Steward's Reports according to the timetable and payment calculation set out in Appendix E;
- (2) the fees set out in the Measured Return Share Steward's Report.

5) Relief from Requirements to Report and Pay Fees

To the extent that the MHSM generated by a steward is the subject of an industry stewardship plan that has been approved by Waste Diversion Ontario or by the Minister, such steward upon filing notice thereof to Stewardship Ontario, will be exempted from the per unit Service Cost accruing in respect of the period following the date of approval of such industry stewardship plan. Any payment of Service Costs fees made to Stewardship Ontario, attributable to the period after the date of the approval of the industry stewardship plan, shall be refunded to the steward.

Within 60 days of such approval and the resulting exemption, each exempted steward must file all outstanding Quarterly MHSM Steward's Reports and report all MHSM Supplied up to and including the date of exemption. .

Notwithstanding such exemption, each such steward must remain a Steward In Good Standing as it will remain obligated to pay its share of the costs, set out in Appendix F with respect to the period ending on the date of approval of the industry stewardship plan.

6) Penalties, Interest and Back Fees

- (1) Stewards, who fail to pay fees by the dates specified in Appendix E, will be subject to a penalty calculated at 10% of fees due and payable;
- (2) Interest on unpaid fees shall accrue from the due date at the Interest Rate;
- (3) Stewardship Ontario may waive all or part of any penalty or interest charges otherwise payable under these Rules;
- (4) In the event that the amounts reported in a MHSM Steward's Report are inaccurate, any deficiency in fees paid resulting from such inaccuracies shall be immediately due and payable from the date of the filing of the correcting MHSM Steward's Report, and, if not paid within 30 days, will be subject to a penalty equal to 10% of such fee deficiency and interest on unpaid fees shall accrue from the due date at the Interest Rate.

7) Record Provision and Retention

- (1) Stewards shall promptly provide data including calculation methodology, product and packaging data, audit reports, list of brands reported and list of brands excluded from report, and allocation percentages, used by stewards in the preparation of the Annual or any Quarterly MHSM Steward's Report upon request from Stewardship Ontario.

- (2) Stewards shall retain records to substantiate and verify the amount set out in their Annual or any Quarterly MHSM Steward's Report for a period of not less than five years from the date of the Annual or Quarterly MHSM Steward's Report to which they relate. A steward shall grant access to Stewardship Ontario upon its request to examine its books and records to enable Stewardship Ontario to audit and inspect such records respecting an Annual or any Quarterly MHSM Steward's Report up to five years after the date of receipt of such Annual or Quarterly MHSM Steward's Report by Stewardship Ontario.

8) Dispute Resolution

If any dispute arises between a steward and Stewardship Ontario as to the amount of MHSM that is required to be included in a MHMSM Steward's Report or Measured Return Share Steward's Report:

- (1) The parties shall attempt to resolve the dispute through designated representatives from each of Stewardship Ontario and the steward within thirty (30) days of the date upon which written notice of the dispute was first given, or as otherwise agreed upon;
- (2) If the parties are unable to resolve the dispute within the above period, the steward and Stewardship Ontario shall, within thirty (30) days thereafter, jointly select an arbitrator to arbitrate the dispute and failing agreement as to the arbitrator within such time frame, Waste Diversion Ontario shall appoint the arbitrator on behalf of the parties;
- (3) The arbitrator shall render a decision on the dispute and the award arising there from, in accordance to the Arbitration Act, 1991, as amended from time to time;
- (4) Non-payment of fees or failing to file an Annual or Quarterly MHSM Steward's Report by a steward shall not be items subject to arbitration.

The decision of the arbitrator shall be final and binding on the parties and shall not be subject to appeal on any grounds whatsoever, and shall be enforceable against Stewardship Ontario and the steward, as the case may be, immediately on the issue of the decision to the parties to the dispute.

9) Interpretive Memoranda

Stewardship Ontario may publish on its website interpretive memoranda describing its interpretations of these Rules and how it proposes to administer them.

10) Publishing of Company Names

- (1) The names of stewards filing MHSM Steward's Reports with Stewardship Ontario will be posted on the Stewardship Ontario website;
- (2) Stewardship Ontario will post the names of any stewards named in any Measured Return Share Steward's Report;
- (3) A list of Stewards in Good Standing may be posted on the Stewardship Ontario website;

- (4) Stewardship Ontario may post the registry of all brands reported in Annual or Quarterly MHSM Steward's Reports from time to time;
- (5) Stewardship Ontario may publish on its website the names of any person that may appear to be a steward Resident in Ontario, but which it has determined upon investigation is not Resident in Ontario.

Appendix A- Municipal Hazardous or Special Materials Definitions

In the case where a material or product may fall within more than one of the definitions outlined in this Appendix A, stewards will report that material under the category that reflects how the material is managed at its end of life under the program, which will be defined by Stewardship Ontario in the MHSM Guide Books issued by Stewardship Ontario.

Please further note that exclusion from a definition does not necessarily mean exclusion from the program. A material is only exempt from the program if it is not included in any of the other material definitions.


Municipal Hazardous Material		
Flammable materials	Defined by one or more of the following: <ul style="list-style-type: none"> • Consumer Chemical & Container Regulations; or • C.S.A. Standard Z752-03; or • Ont. Reg. 347 	
Inclusions	Examples	Exclusions
Assorted Flammables include materials that are flammable and combustible liquids, solids, and gases as defined by CCCR, O.Reg 347, and CSA Std Z752-03 and that are not part of other material categories / sub-categories	<ul style="list-style-type: none"> • Camping Fuel • Kerosene • Adhesives • Cleaners • Caulking • Filler • Grout • Fibreglass Resins • Thinners • Sealers • Strippers • Undercoating • Patches • Driveway Sealers • Waxes • Polishes • Wood Preservatives • Solid Fuels • Propane • Butane • Cigarette Lighters • Acetylene • Calcium hypochlorite • Sodium peroxydisulfate • MEK peroxide 	None

<p>Gasoline includes the range of automotive fuels that are flammable and combustible liquids, solids, and gases as defined by CCCR, O.Reg 347, and CSA Std Z752-03</p>	<ul style="list-style-type: none"> • Gasoline • Diesel • All automotive fuels 	<p>None</p>
<p>Windshield Washer Fluids include the range of windshield cleaning products that are flammable and combustible liquids, solids, and gases as defined by CCCR, O.Reg 347, and CSA Std Z752-03</p>	<ul style="list-style-type: none"> • Windshield Wiper Fluid • Screen wash 	<p>None</p>
<p>Automotive Additives include the range of products that are added to automobile engines or fuel lines and that are flammable and combustible liquids, solids, and gases as defined by CCCR, O.Reg 347, and CSA Std Z752-03</p>	<ul style="list-style-type: none"> • Fuel enhancers • De-icers • Gas-line antifreeze 	<p>None</p>
<p>Corrosive materials</p>	<p>Defined by one or more of the following:</p> <ul style="list-style-type: none"> • Consumer Chemical & Container Regulations; or • C.S.A. Standard Z752-03; or • Ont. Reg. 347 	
<p>Inclusions</p>	<p><i>Examples</i></p>	<p>Exclusions</p>
<p>Includes products that meet the definition of “corrosive products” in the CCCR, 2001 and which can only be sold if their containers display information prescribed in the CCCR, 2001.</p>	<p>Acids (e.g., muriatic, sulphuric, etc.), acidic cleaning products, de-scalers, tire cleaners, drain openers.</p> <p>Bases (e.g., sodium hydroxide), basic cleaning products, drain openers, paint remover, masonry products (cement powders).</p>	<ul style="list-style-type: none"> • The sub-category of products defined or classified as an "irritant" in the CCCR regulations • Those products, such as “cosmetic, device, drug or food within the meaning of the <i>Food and Drugs Act</i> (Section 12 of the <i>Hazardous Products Act</i>) which are not regulated by the <i>Hazardous Products Act</i> and therefore not subject to the labelling requirements of the <i>CCCR, 2001</i>

Irritants	Defined by the Consumer Chemical & Container Regulations, 2001	
Inclusions		
The sub-category of products defined or classified as an "irritant" in the CCCR regulations		
Toxic Materials (Toxics)	Defined by one or more of the following:	
	<ul style="list-style-type: none"> • Consumer Chemical & Container Regulations; or • C.S.A. Standard Z752-03. 	
Inclusions	<i>Examples</i>	Exclusions
Toxic and harmful liquids, solids, pastes, gels, and gases, as defined by CCCR, and CSA Std Z752-03	Adhesives (contact cements, glues, epoxies) automotive additives & cleaners, coatings, caulking, filler, grout, fibreglass resins, sealers, strippers, undercoating, patches driveway sealers, waxes, polishes, wood preservative, other anti-freezes and de-icers.	None
Reactive Materials (Reactives)	Defined by Ont. Reg. 347	
Inclusions	<i>Examples</i>	Exclusions
Materials that react with; Air and/or water producing a gas; Materials that explode.	Isocyanate foams; Metal powders;	None

Leachate Toxic (Leachates)		Materials as defined by Ont. Reg. 347	
Inclusions	<i>Examples</i>	Exclusions	
Materials that upon extraction produce an extract containing a toxic substance in a quantity greater than the limit identified by the Regulation.	Those materials identified in Schedule 4 of Regulation 347 that exceed the limit set out in the Regulation.	Those materials that do not exceed the limit set out in the Regulation.	
Municipal Special Material			
Batteries- Consumer- Type Portable			
Inclusions			
<ul style="list-style-type: none"> • All batteries that weigh equal to, or less than 5kg. • Typically used in consumer household and IC&I applications. • Includes all battery chemistries. 			
Batteries - Industrial Stationary			
Inclusions			
<ul style="list-style-type: none"> • All stationary batteries weighing greater than 5kg. • Typically used in industrial applications including uninterrupted power supply and load leveling, telecommunications, emergency lighting and fire protection, control switching, and other similar 			

<p>applications.</p> <ul style="list-style-type: none"> • Includes all battery chemistries. 		
Batteries - Non-Lead Acid Motive		
Inclusions		Exclusions
<ul style="list-style-type: none"> • All non-lead acid batteries for motive application, weighing greater than 5kg. • Used in motive-power applications, including automobile, life-truck, marine, railway, and aircraft. • Includes all battery chemistries, excluding lead-acid. 		<p>Vehicle lead acid batteries</p>
Pressurized Containers		
Inclusions	Examples	Exclusions
<p>Means:</p> <ul style="list-style-type: none"> • Seamless Cylinders and Tubes: TC-3AAM, TC-3AAXM, TC-3ALM, TC-3AM, TC-3ANM, TC-3ASM, TC-3AXM, TC-3EM, and TC-3HTM. • Welded Cylinders and Spheres: TC-4AAM-33, TC-4BM, TC-4BM17ET, TC-4BAM, TC-4BWM, TC-4DM, TC-4DAM, TC-4DSM and TC-4EM. • Non-refillable Containers: TC-39M • Composite Cylinders: TC-3FCM and TC-3HWM. • Insulated Cylinders: TC-4LM • Cylinders for Acetylene Service: TC-8WM, TC-8WAM. 	<p>Acetylene;</p> <p>Propane;</p> <p>Freon;</p> <p>Isocyanate resins;</p> <p>Helium;</p> <p>Nitrogen;</p> <p>Oxygen.</p>	<ul style="list-style-type: none"> • Pressurized containers sold exclusively for commercial / industrial applications and in inspection / life-cycle management programs • Containers for refrigerants regulated under the Ontario Environmental Protection Act regulation 189/94

Aerosol Containers		
Inclusions	Examples	Exclusions
<p>Aerosol container means any non-refillable means of containment that:</p> <p>(a) contains a substance under pressure; and</p> <p>(b) is fitted with a self-closing device allowing the contents to be ejected:</p> <p style="padding-left: 40px;">(i) as solid or liquid particles in suspension in a gas,</p> <p style="padding-left: 40px;">(ii) as a foam, paste or powder, or</p> <p>(iii) as a liquid or a gas.</p>	<p>All aerosol containers regardless of product contents.</p> <p>May display this symbol:</p> 	<p>None</p>
Portable Fire Extinguishers		
Inclusions	Examples	Exclusions
<p>Portable fire extinguisher means a portable device, carried or on wheels and operated by hand, containing an extinguishing agent that can be expelled under pressure for the purpose of suppressing or extinguishing fire.</p>	<p>ABC Extinguishers;</p> <p>Halon Extinguishers;</p> <p>Carbon Dioxide Extinguishers.</p>	<p>Those portable fire extinguishers sold exclusively for commercial and/or industrial applications and therefore not available for retail consumption</p>

Fertilizers and the containers in which they were contained		
Inclusions	Examples	Exclusions
<p>“Fertilizer” means any substance or mixture of substances defined as a fertilizer in the <i>Fertilizers Act</i> (Canada) and <i>Fertilizers Regulations</i> (Canada) and which is regulated under the <i>Fertilizer Regulations</i>. This includes any substance manufactured, sold or represented as a plant nutrient.</p>	<ul style="list-style-type: none"> • Fertilizers requiring registration under the <i>Act</i> and <i>Regulations</i> • Registration exempt fertilizers as outlined in Schedule II of the <i>Regulations</i> • Specialty fertilizers, other than those referred to in paragraph (b) of the definition “specialty fertilizers” in the <i>Fertilizers Regulations</i> • Potting soils which contain fertilizers • Manure • Composted manure • Any product making a nutrient claim 	<ul style="list-style-type: none"> • Unregistered supplements, including composts, for use only in improving the physical condition of the soil and where no nutrient claim is made • Fibrous organic materials including peat, peat moss, sphagnum moss, tree bark and other materials for use only in improving the physical condition of the soil and where no nutrient claim is made • Animal and vegetable manures sold in their natural condition which are exempt from the <i>Fertilizer Act</i> and <i>Regulations</i>, as outlined in section 3 (1) (a) of the <i>Regulations</i>, which generally refers to unaltered, unpackage<i>d manures sold only by the farmer</i> directly to the end-user , which was <i>produced by</i> the farm’s herd • Any substance not meeting the definition of Fertilizer as defined in the <i>Fertilizers Act</i> and <i>Regulations</i> • Fertilizers packaged in containers greater than 30 kgs
Pesticides , Fungicides, and or Herbicides, and the containers in which they were contained		
Inclusions	Examples	Exclusions
<p>Pesticides include fungicides, herbicides, insecticides and certain repellents registered under the Pest Control Products Act (Canada) bearing the “DOMESTIC” classification. By definition, commercial, agricultural and</p>		

restricted classifications are excluded.		
Paints and Coatings, and the containers in which they were contained		
Inclusions	Examples	Exclusions
Means latex, oil and solvent-based architectural, consumer automotive and consumer marine coatings, including paints and stains sold as MHSM consumer products or designated IC&I business products, whether tinted or untinted.	Examples include Alkyd paints and coatings; Latex paint and coatings; Stains.	Products sold in containers with a volume greater than 30 litres.
Lubricating Oil Containers		
Inclusions	Examples	Exclusions
Oil containers with a volume of 30 litres or less, which are used for the containment of lubricating oil products including: - Petroleum-derived or synthetic - Crankcase, engine and gear oils, and hydraulic, transmission and heat transfer fluids; and - Fluids used for lubricating purposes in machinery or equipment.	Containers that contained; Synthetic crankcase or engine oil; Hydraulic fluid; Polyoester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication;	Containers that contained: Ethylene glycol heat transfer fluid; Propylene glycol heat transfer fluid; Silicone heat transfer fluid; Synthetic aromatic hydrocarbon heat transfer fluid; Glycol-based heat transfer fluid; Water glycol hydraulic fluid; Phosphate ester hydraulic fluid; Hydraulic oil dye.

	Re-refined oil.	
Antifreeze and containers in which they were contained		
Inclusions	Examples	Exclusions
Antifreeze used or intended for use as a vehicle engine coolant	<p>Ethylene or propylene glycol.</p> <p>Antifreeze sold in all containers sizes and antifreeze supplied in bulk format.</p> <p>Bulk Antifreeze is any Supplied antifreeze not packaged or Supplied in containers of greater than 30 litres.</p> <p>Packaged Anti-Freeze is any antifreeze Supplied in containers 30 L or less.</p>	<ul style="list-style-type: none"> • Used Oil • Plumbing antifreeze • Vehicle windshield antifreeze • Product marketed as industrial heat transfer fluid • Fuel (gasoline & diesel) antifreeze • Lock De-Icer antifreeze • Air Brake antifreeze • Excludes initial “factory fill” product
Oil Filters		
Inclusions	Examples	Exclusions
Means filters produced and/or arriving into the province, and which are for sale, directly or as part of a product, in Ontario.	<p>Spin-on or element style filter that is used in hydraulic, transmission or internal combustion engine applications including diesel fuel filters;</p> <p>Household furnace fuel filter;</p> <p>Storage tank diesel fuel filter;</p> <p>Sump type automatic transmission filter;</p> <p>Plastic/paper element style filter;</p> <p>Diesel fuel filter used at retail & commercial pump islands;</p> <p>Coolant filter.</p>	<p>Gasoline fuel filter;</p> <p>Air filter;</p> <p>Household furnace air filter;</p> <p>Sock-type filter.</p>

Fluorescent light bulbs and tubes		
Inclusions	Examples	Exclusions
Fluorescent light bulbs and tubes means a fluorescent lamp that is a low pressure mercury electric-discharge source in which a fluorescing coating transforms ultraviolet energy generated by the mercury discharge into visible light. Includes both fluorescents meant to be removed by the user and fluorescents embedded in electronics products.	Fluorescent tubes and compact fluorescent bulbs. Fluorescent bulbs in display devices, laptop computers, scanners and photocopiers.	Other non-fluorescent light bulbs such as incandescent, gas discharge, halogen or LED.
Pharmaceuticals		
Inclusions	Exclusions	
<p>“Pharmaceuticals” means all drugs, as defined in section 2 of the <i>Food and Drugs Act (Canada)</i>, without regard to paragraph (c) of that definition and “Natural Health Products”, as defined in section 1 of the <i>Natural Health Products Regulations(Canada)</i>, and, for greater certainty, includes:</p> <ul style="list-style-type: none"> (a) Drugs used or intended for use in both human and animals; (b) Prescription drugs as set out in Schedule F or the <i>Food and Drug Regulations (Canada)</i> (c) Biological drugs and radiopharmaceuticals as set out in Schedules C and D of the <i>Food and Drugs Act (Canada)</i>; (d) Controlled substances, as defined in section 2 to the <i>Controlled Drugs and Substances Act (Canada)</i> and controlled and restricted drugs as defined in Schedules G and J of the <i>Food and Drug Regulations (Canada)</i>; (e) Narcotics, as defined in section 2 to the <i>Narcotic Control Regulations (Canada)</i>; (f) Non-prescription orally ingested drugs and orally ingested Natural Health Products but not those listed in paragraphs (h) and (j) of this 	<ul style="list-style-type: none"> (a) “Food”, as defined under section 2 of the <i>Food and Drugs Act(Canada)</i>, and non-prescription drug products in food format and Natural Health Products in food format, including probiotics sold in food format, that are primarily sold and marketed as a food; (b) Non-orally ingested non-prescription drugs and Natural Health Products including non-prescription topical creams but not those listed in paragraph (g) of this definition; and (c) Orally ingested non-prescription drug and Natural Health Product drops, lozenges and chewing gum, such as for coughs, sore throats or halitosis. 	

definition; and (g) Non-prescription topical antibiotic and anti-fungal creams		
Sharps, including syringes		
Inclusions	Examples	Exclusions
Waste sharps are materials consisting of needles, syringes and lancets in the administration of healthcare for humans and companion animals (i.e. pets).	Human and veterinary sharps from the residential sector.	Sharps from the commercial and institutional sector.
Switches that contain mercury		
Inclusions	Examples	Exclusions
Switches containing mercury means products or devices that open or close an electrical circuit or a liquid or gas valve.	Float switches, actuated by rising or falling liquid levels; tilt switches, actuated by a change in the switch position; pressure switches, actuated by a change in pressure; and temperature switches and flame sensors actuated by a change in temperature.	None
Thermostats, thermometers, barometers or other measuring devices containing mercury		
Inclusions	Examples	Exclusions
Thermostats means a product that uses a mercury switch to sense and control room temperature through communication with heating, ventilation and air conditioning equipment. Thermometer means an instrument for measuring temperature, having a graduated glass tube with a bulb containing mercury that expands and rises in the tube as the temperature increases. Barometer means an instrument containing mercury used	Thermostats, thermometers, barometers.	None

for measuring atmospheric pressure.		
Solvents and containers in which they were contained		
Inclusions	Examples	Exclusions
<p>Means liquid products that are intended to be used to dissolve or thin a compatible substance and,</p> <p>1. are comprised of 10% or more of water-immiscible liquid hydrocarbons, including halogen-substituted liquid hydrocarbons; or,</p> <p>2. are flammable as described in part (c) of “municipal hazardous waste” in Ontario Reg. 542</p>	<p>Paint thinners, lacquer thinners, automotive body resin solvents, contact cement thinners, paint strippers and degreasers sold into the retail market; Contain (but not limited to) materials as turpentine, alcohols (methanol, isopropanol, ethanol), ketones (acetone, methyl ethyl ketone), xylene, toluene, mineral spirits, linseed oil, naphtha, methylene chloride, ABS solvent, liquid sandpaper solvent, brush cleaner, cleaner for PVC.</p>	<p>Beverages;</p> <p>Products sold in containers with a volume greater than 30 litres.</p>

Appendix B

Form of Annual /Quarterly MHSM Steward's Report and 2010/2011 Consolidated MHSM Fee Rates

Name of steward; Mailing, and Billing addresses, date of Report

Primary Contact Person, contact information for MHSM Steward's Report including email addresses

Required information to be included in the Annual / Quarterly MHSM Steward's Report:

1. Description of methodology and data used to prepare this Annual / Quarterly MHSM Steward's Report ;
2. Date of report and associated data period;
3. Description of Excluded Waste deductions from this Annual /Quarterly MHSM Steward's Report;
4. List of brands or trade marks covered in this Annual / Quarterly MHSM Steward's Report;
5. List of franchisees included in this Annual/Quarterly MHSM Steward's Report; and
6. Declaration of accuracy of contents of this Annual / Quarterly MHSM Steward's Report.

Units, Kilograms or Volume of MHSM Supplied during the Data Period for the trademarks owned or licensed, or first imported into Ontario.

Material Category	Fee Category	Quantity Reporting	Fee Rate	Reporting unit
Aerosols			\$0.036	\$/Unit
Antifreeze	Litre (bulk)		\$0.077	\$/L
	Litre (packaged)		\$0.090	\$/L
Single use Dry cell batteries	Alkaline Manganese (AlMn) - Alkaline (Al) - Silver Oxide (Ag ₂ O)		\$0.410	\$/Kg
	Zinc Carbon(ZnC) ZincAir (ZnAir)		\$0.410	\$/Kg
	Lithium Metal (Li)		\$0.730	\$/Kg
Rechargeable batteries	Lithium Ion (Li-Ion) and Lithium Polymer (Li Polymer)		\$1.569	\$/Kg
	Nickel-Metal Hydride (NiMH)		\$1.569	\$/Kg
	Nickel Cadmium (NiCd)		\$1.569	\$/Kg
	Small Sealed Lead Acid (SSLA / Pb)		\$6.149	\$/Kg

Material Category	Fee Category	Quantity Reporting	Fee Rate	Reporting unit
Batteries - Industrial Stationary and Non-Lead Acid Motive			\$1,111.00	\$/steward per year
Corrosives	Corrosives		\$0.151	\$/Unit
	Irritants		\$0.003	\$/Unit
Fertilizers	Containing Banned Pesticides	Measured Return Share Steward's Report		
	Naturally-derived		TBD	\$/L or \$/Kg
	Synthetically-derived		TBD	\$/L or \$/Kg
Fire Extinguishers (Portable)	Units 2.5 lbs and less		\$2.279	\$/Unit
	Units greater than 2.5 lbs and less than 5.5 lbs		\$2.279	\$/Unit
	greater than 5.5 lbs		\$2.279	\$/Unit
Flammables	Assorted flammables		\$0.015	\$/L
	Automotive additives		\$0.015	\$/L
	Windshield washer fluid		\$0.015	\$/L
	Solvents		\$0.167	\$/L
	Gasoline		\$21.652	\$/Location* per year
Fluorescents - User-removed	Tubes 2 ft or less		\$0.057	\$/Unit
	Tubes greater than 2ft & up to 4 ft		\$0.057	\$/Unit
	Tubes greater than 4 ft		\$0.057	\$/Unit
	Compact Fluorescent (CFL)		\$0.057	\$/Unit
Fluorescents – embedded in designated EEE	Display devices < 29"		\$0.056	\$/Unit
	Display devices > 29"		\$0.112	\$/Unit
	Portable computers		\$0.021	\$/Unit
	Printing, copying & multi-function devices		\$0.028	\$/Unit
Leachates		Measured Return Share Steward's Report		
Mercury Devices	Measuring Devices	Measured Return Share Steward's Report		

Material Category	Fee Category	Quantity Reporting	Fee Rate	Reporting unit	
	Mercury Switches - Automotive	Measured Return Share Steward's Report			
	Mercury Switches - White Goods	Measured Return Share Steward's Report			
	Mercury Switches Other	Measured Return Share Steward's Report			
	Thermostats	Measured Return Share Steward's Report			
Oil Containers	Litre		\$0.046	\$/L	
Oil Filters	8" or less		\$0.523	\$/Unit	
	Greater than 8"		\$1.046	\$/Unit	
Paint & Coatings	< = 250 ml		\$0.066	\$/Unit	
	> 250 ml – 1 L		\$0.250	\$/Unit	
	> 1 – 5 L		\$1.001	\$/Unit	
	> 5 L		\$5.001	\$/Unit	
Pesticides , Fungicides, and or Herbicides	Banned	Measured Return Share Steward's Report			
	Not Banned		TBD	\$/L or \$/Kg	
Pharmaceuticals	Prescription		\$ 0.008	\$/pill	
			\$ 0.008	\$/ gram	
			\$ 0.008	\$/ml of liquid	
			\$ 0.008	\$/Unit of aerosol inhaler	
	Over-the-counter		\$ 0.008	\$/pill	
			\$ 0.008	\$/ gram	
			\$ 0.008	\$/ml of liquid	
	Natural Health Products		\$ 0.008	\$/pill	
			\$ 0.008	\$/ gram	
			\$ 0.008	\$/ml of liquid	
	Pressurized Containers	Non-Refillable		\$0.398	\$/Unit
		Refillable		\$1.022	\$/Unit

Material Category	Fee Category	Quantity Reporting	Fee Rate	Reporting unit
Reactives		Measured Return Share Steward's Report		
Sharps and Syringes			\$0.012	\$/Unit
Toxics		Measured return share Steward's Report		

* Note Location means any retail outlet that sells or distributes fuel to consumers in one geographical location in Ontario.

TBD = To Be Determined

Appendix C

Form of Measured Return Share Steward's Report

Stewardship Ontario will prepare this report quarterly on behalf of all obligated stewards for Obsolete MHSW or for other MHSW which fees are to be paid on a Measured Return Share basis. Stewardship Ontario will calculate the Service Costs in a manner similar to how costs are charged by service providers to Stewardship Ontario, attributable to each such MHSW. The Service Cost will then be allocated to each identified obligated steward in proportion to the relative quantities of material attributable to those stewards that are returned for management (return share). The allocated costs will be charged back to each such obligated steward as fees and a copy of the report will be sent to each obligated steward by Stewardship Ontario in accordance with 3(1) of these Rules.

Costs associated with such MHSW for which there is no identifiable steward will be allocated to all stewards identified for that sub-category of MHSW, in proportion to the return share allocation calculated above.

Stewardship Ontario will determine the form of each report.

Below is a list of materials/MHSW to be included in this Report:

Material Category	Fee Category	Fee
Leachates		Measured return share
Mercury Devices	Measuring Devices	Measured return share
	Mercury Switches - Automotive	Measured return share
	Mercury Switches - White Goods	Measured return share
	Mercury Switches Other	Measured return share
	Thermostats	Measured return share
Reactives		Measured return share
Toxics		Measured return share
Pesticides	Banned	Measured return share
Fertilizers	Containing Banned Pesticides	Measured return share

Fees set out in this report are payable to Stewardship Ontario by the steward within 30 days of the sending of each report by Stewardship Ontario to the steward in accordance with 3 (1)

of these Rules.

Payable due dates

- (1) All fees will be invoiced and payable within 30 days of being invoiced
- (2) Stewards, who fail to pay fees by the date specified in (1), will be subject to a penalty calculated at 10% of fees due and payable.
- (3) Interest on unpaid fees shall accrue from such date at the Interest Rate
- (4) Stewardship Ontario may waive all or part of any penalty or interest charges otherwise payable under these Rules.

Appendix D - Resident in Ontario

Resident in Ontario, with respect to a corporation, means a corporation that has a permanent establishment in Ontario, where:

- (a) “**permanent establishment**” includes branches, mines, oil wells, farms, timberlands, factories, workshops, warehouses, offices, agencies and other fixed places of business and
- (b) the following rules apply,

Contracting Employees or Inventory Sufficient

Where a corporation carries on business through an employee or agent who has general authority to contract for the corporation or who has a stock of merchandise owned by the corporation from which the employee or agent regularly fills orders which the employee or agent receives, such employee or agent shall be deemed to operate a permanent establishment of the corporation.

Commission Agent not Sufficient

The fact that a corporation has business dealings through a commission agent, broker or other independent agent shall not of itself be deemed to mean that the corporation has a permanent establishment.

Parent of Subsidiary not Sufficient

The fact that a corporation has a subsidiary controlled corporation in a place or a subsidiary controlled corporation engaged in a trade or business in a place shall not of itself be deemed to mean that the first-mentioned corporation is operating a permanent establishment in that place.

Licensed Insurance Company Sufficient

An insurance corporation is deemed to have a permanent establishment in each jurisdiction in which the corporation is registered or licensed to do business.

Purchasing Office not Sufficient

The fact that a corporation maintains an office solely for the purchase of merchandise shall not of itself be deemed to mean that the corporation has a permanent establishment in that office.

Ownership of Land Sufficient

Where a corporation, otherwise having a permanent establishment in Canada, owns land in a province or territory of Canada, such land is a permanent establishment.

Production Packing and other Activities Sufficient

The fact that a non-resident corporation in a year produced, grew, mined, created, manufactured, fabricated, improved, packed, preserved or constructed in whole or in part anything in Canada, whether or not the corporation exported that thing without selling it prior to exportation, shall of itself, be deemed to mean that the corporation maintained a permanent establishment at any place where the corporation did any of those things in the taxation year.

Machinery or Equipment Sufficient

The use of substantial machinery or equipment in a particular place at any time in a year of a

corporation constitutes a permanent establishment of such corporation in that place for such a year.

Principal Place of Business Sufficient

Where a corporation has no fixed place of business, it has a permanent establishment in the principal place in which the corporation's business is conducted.

Charter or By Laws designating Head or Registered Office Sufficient

Where a corporation does not otherwise have a permanent establishment in Canada, it has a permanent establishment in the place designated in its charter or by-laws as being its head office or registered office.

Appendix E - Payment and Reporting Timetables

The following Reporting and payment schedules shall apply:

If a steward is notified within the meaning of 3 (1) of these Rules no later than December 28, 2009 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report & Payment Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	March 31, 2010	Not applicable for these Rules	
Q2 -2010 Report	3 months ending June 30, 2010	July 31, 2010	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending September 30, 2010	October 31, 2010	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending December 31, 2010	January 31, 2011	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending March 31, 2011	April 30, 2011	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending June 30, 2011	July 31, 2011	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending September 30, 2011	October 31, 2011	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after December 28, 2009 and no later than January 27, 2010 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	3 months ending June 30, 2010	July 31, 2010	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending September 30, 2010	October 31, 2010	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending December 31, 2010	January 31, 2011	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending March 31, 2011	April 30, 2011	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending June 30, 2011	July 31, 2011	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending September 30, 2011	October 31, 2011	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after January 27, 2010 and no later than April 29, 2010 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	12 months ending Dec 31, 2009	July 31, 2010	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending June 30, 2010	October 31, 2010	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending September 30, 2010	January 31, 2011	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending December 31, 2010	April 30, 2011	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending March 31, 2011	July 31, 2011	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending June 30, 2011	October 31, 2011	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after April 29, 2010 and no later than July 30, 2010 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending June 30, 2010	October 31, 2010	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending September 30, 2010	January 31, 2011	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending December 31, 2010	April 30, 2011	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending March 31, 2011	July 31, 2011	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending June 30, 2011	October 31, 2011	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after July 30, 2010 and no later than October 30, 2010 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending June 30, 2010	Notification date plus 93 days	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending September 30, 2010	January 31, 2011	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending December 31, 2010	April 30, 2011	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending March 31, 2011	July 31, 2011	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending June 30, 2011	October 31, 2011	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after October 30, 2010 and no later than January 27, 2011 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending June 30, 2010	Notification date plus 93 days	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending September 30, 2010	Notification date plus 93 days	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending December 31, 2010	April 30, 2011	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending March 31, 2011	July 31, 2011	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending June 30, 2011	October 31, 2011	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after January 27, 2011 and no later than April 29, 2011 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending June 30, 2010	Notification date plus 93 days	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending September 30, 2010	Notification date plus 93 days	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending December 31, 2010	Notification date plus 93 days	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending March 31, 2011	July 31, 2011	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending June 30, 2011	October 31, 2011	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after April 29, 2011 and no later than July 30, 2011 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending June 30, 2010	Notification date plus 93 days	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending September 30, 2010	Notification date plus 93 days	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending December 31, 2010	Notification date plus 93 days	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending March 31, 2011	Notification date plus 93 days	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending June 30, 2011	October 31, 2011	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after July 30, 2011 and no later than October 30, 2011 then the following schedule shall apply:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending June 30, 2010	Notification date plus 93 days	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending September 30, 2010	Notification date plus 93 days	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending December 31, 2010	Notification date plus 93 days	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending March 31, 2011	Notification date plus 93 days	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending June 30, 2011	Notification date plus 93 days	Q3 2011 Report CMHSM Fee schedule	Q4 2011

If a steward is notified within the meaning of 3 (1) of these Rules after October 30, 2011:

Description of Steward Responsibility for filing a Report	Data Period End Date	Report Filing Due Date	Payment Calculation	Obligation period
2009 Annual MHSM Steward's Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Not applicable for these Rules	
Q2 -2010 Report	12 months ending Dec 31, 2009	Notification date plus 93 days	Q2 2010 Report CMHSM Fee schedule	Q3 2010
Q3 – 2010 Report	3 months ending June 30, 2010	Notification date plus 93 days	Q3 2010 Report CMHSM Fee schedule	Q4 2010
Q4 - 2010 Report	3 months ending September 30, 2010	Notification date plus 93 days	Q4 2010 Report CMHSM Fee schedule	Q1 2011
Q 1 - 2011 Report	3 months ending December 31, 2010	Notification date plus 93 days	Q1 2011 Report CMHSM Fee schedule	Q2 2011
Q2 - 2011 Report	3 months ending March 31, 2011	Notification date plus 93 days	Q2 2011 Report CMHSM Fee schedule	Q3 2011
Q3 – 2011 Report	3 months ending June 30, 2011	Notification date plus 93 days	Q3 2011 Report CMHSM Fee schedule	Q4 2011

Appendix F - Fees Due Upon Exemption

Upon approval of an industry stewardship plan (ISP), each steward that is participating in the ISP will be responsible to pay the following costs to Stewardship Ontario:

- (1) Its share of the full amount of outstanding Plan Development Costs;
- (2) Its share of Plan Implementation Costs to the date of ISP approval excluding Deficit (Surplus) Costs identified below;
- (3) The full amount of any and all outstanding Deficit (Surplus) Costs relating to Phase 1 and Consolidated MHSW Program Plan implementation to the date of ISP approval;
- (4) Obsolete MHSW Costs;
- (5) Fees as outlined in the Measured Return Share Steward's Report.

These costs will be allocated on the basis of dividing the Steward's reported MHSM by material category with the total MHSM reported by all stewards for each material category. If such data are not available, these costs will be divided equally among all stewards who have reported data for that material category or may be based upon a Measured Return Share for materials defined in Appendix C to pay on this basis;

Stewardship Ontario shall File an invoice for each steward claiming exemption under an ISP, setting out their respective share of the above mentioned costs.

Payable due dates:

- (1) All fees will be invoiced and payable within 30 days of being invoiced;
- (2) Stewards, who fail to pay fees by the date specified in (1), will be subject to a penalty calculated at 10% of fees due and payable.
- (3) Interest on unpaid fees shall accrue from such date at the Interest Rate;
- (4) Stewardship Ontario may waive all or part of any penalty or interest charges otherwise payable under these Rules.

Appendix G – Extract from the Addendum to the Minister’s Program Request Letter to Waste Diversion Ontario for an amended Waste Diversion Program for Municipal Hazardous or Special Waste

1. Waste Diversion Ontario (WDO) shall develop an amended Waste Diversion Program for MHSW (the “Program”) incorporating Phase 2 and 3 wastes as specified below, in accordance with all legislative requirements of the *Waste Diversion Act, 2002* (the “Act”):
 - (a) The amended Program shall include the addition of the following wastes (“Phase 2”):

From residential and all IC&I generators:

 - i. all batteries, excluding lead acid batteries from vehicles;

From residential generators and IC&I small quantity generators:

 - ii. aerosol containers, such as hair spray containers;
 - iii. portable fire extinguishers;
 - iv. fluorescent light bulbs and tubes, limited to generators of no more than 5kg/month. The collection system, including convenient collection locations, the actions of generators and collection site operators, and the transportation system should ensure that the fluorescent bulbs and tubes remain whole and unbroken (refer to section 7(k) below);
 - v. switches that contain mercury;
 - vi. thermostats, thermometers, barometers or other measuring devices, if the thermostats, thermometers, barometers, or other measuring devices contain mercury;
 - vii. pharmaceuticals (from residential generators only); and
 - viii. sharps including syringes (from residential generators only).
 - (b) The final phase of the amended Program will include the addition of all other remaining materials (“Phase 3”) that meet the definition of “municipal or hazardous waste” in O. Reg. 542/06; and
 - (c) “IC&I small quantity generators” is defined as a business that is not required to submit a generator registration report with respect to the waste under subsection 18(1) of Regulation 347 under the EPA.

Unless specified otherwise, these IC&I businesses are limited to delivering no more than 100 kg/month of MHSW to a MHSW depot. Municipal or retail MHSW depots require appropriate ministry approval to receive MHSW from IC&I generators. In addition, small IC&I generators require appropriate ministry approval to transport MHSW materials.

Appendix H – Cost Components

Plan Development Cost Components

Plan Development Costs are the costs that have been incurred during plan development for the following activities relating to both Phase 1 and Consolidated Plans:

1. Consulting with stakeholders, including stewards, service providers, municipalities, the public and WDO and the MOE
2. Research and purchase of data to establish baselines e.g. lab pack analysis, sales into market data, etc.
3. Legal opinions on definitions and exemptions
4. Legal drafting of program rules
5. Consulting fees paid to various professionals for the purpose of:
 - i. Determining the definition of obligated materials;
 - ii. Compiling baseline data on the quantities of Municipal Hazardous or Special Material (MHSM) Supplied that will be available for collection as MHSW, collected, diverted and disposed;
 - iii. Defining program metrics for accessibility, collection and diversion and for design of a program to meet those targets;
 - iv. Developing, refining and testing of cost models and fee rates.
6. Drafting the Consolidated MHSW Program Plan

Plan Implementation Cost Components

Plan Implementation Costs are the following costs, relating to both Phase 1 and Consolidated Plans:

1. Stewardship Ontario's Consolidated Plan start up costs;
2. WDO Consolidated Plan start up Costs;
3. Stewardship Ontario's Phase 1 Start-up Cost Recovery
4. Deficit in Stewardship Ontario's Phase 1 start-up cost recovery for the first eighteen months
5. Deficit in Waste Diversion Ontario's Phase 1 start-up cost recovery for first eighteen months
6. Steward Registration & Compliance Management
7. Material & Supplier Management
 - i. Field Operations
 - ii. Processor Audits
 - iii. Vendor Standards
8. Program management costs
 - i. Industry Funding Organization Administration
 - ii. Performance Tracking Systems
 - iii. Material Tracking Systems
 - iv. Waste Diversion Ontario Administration
9. Shared Promotion and Education
10. MHSM material specific Promotion and Education costs

11. MHSM material specific Research and Development
12. MHSM Service Costs

SCHEDULE B

INFORMATION SHARING PROTOCOL

In accordance with Subsection 7.1 of the Program Agreement, Waste Diversion Ontario (WDO) and the Industry Funding Organization (IFO) agree to keep each other informed and apprised of matters as they relate to the implementation of the MHSW Program Plan as set out below:

- The IFO agrees to provide WDO with information on a regular basis which is compiled or developed by the IFO during program implementation that is pertinent to WDO's responsibilities under the Waste Diversion Act. WDO will provide reasonable advance notice to the IFO of the timing and content of its information requirements.
- The IFO and WDO agree to share communications from stewards and stakeholders that include complaints or criticisms concerning the following aspects of the MHSW Program Plan implementation process immediately upon receipt and to co-operate in determining an appropriate response to such complaints or criticisms:
 - complaints or criticisms that raise issues of compliance with the terms of the Program Plan, the *Waste Diversion Act, 2002* (Ontario) or the Program Request Letter;
 - complaints or criticisms from stewards, service providers and other stakeholders that suggest that the Program Plan does not affect the marketplace in a fair manner;
 - complaints or criticisms from residents or businesses regarding access to the collection system or fees charged;
 - complaints or criticisms that reference the other, i.e. WDO or the IFO, as the case may be, the Ministry of the Environment or the Minister of the Environment.
- The IFO and WDO agree to share information about inbound calls from the media or other members of the public, identifying key questions and flagging potentially contentious issues. Media calls and requests for interviews should be accorded priority, with the IFO notifying WDO designated communications staff as soon as possible.
- The IFO agrees to share with WDO all final draft versions of hardcopy or electronic communications materials for review including but not limited to:
 - a) Communications plans
 - b) Advertising plans;
 - c) News releases;
 - d) Media advisories;
 - e) Media backgrounders;
 - f) Schedules of upcoming media events or releases; and
 - g) Significant policy positions.
- The communications materials referred to above will be shared between designated communications staff at the IFO and WDO as soon as the material is ready to be

submitted to WDO for review and comment or seven (7) business days prior to release, whichever is earlier. If timely response to events does not allow for seven (7) days lead time, the IFO agrees to provide the materials to WDO as soon as available.

- For the purposes of this Information Sharing Protocol, the Executive Director is the designated communications staff of WDO and the Vice-President, Communications and Stakeholder Relations is the designated communications staff of Stewardship Ontario.
- WDO agrees to share with the IFO all final draft versions of news releases, fact sheets and announcements related to the WEEE Program Plan for review. WDO will keep the IFO apprised of releases and events in as timely a manner as possible once approved for release.
- The IFO will handle inquiries related to its responsibilities under the Program Agreement.
- WDO will handle inquiries related to its responsibilities under the *Waste Diversion Act, 2002* (Ontario) and the Program Agreement.
- WDO and the IFO agree to give each other at least seven (7) days notice regarding any planned events and public appearances (media interviews, etc.) by its officers and representatives. If event planning does not allow for seven (7) days lead time, the parties agree to advise each other as soon as possible.
- If the IFO is seeking the participation of the WDO Chair or the Minister in any of its events or public appearances, the IFO agrees to give WDO Chair and the Minister reasonable notice.