

**AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

This Amending Agreement (the “**Amending Agreement**”) is made as of August 16, 2019.

BETWEEN:

STEWARDSHIP ONTARIO (“SO”)

and

THE CORPORATION OF THE TOWN OF FORT FRANCES (the “Municipality”)

(collectively, the “**Parties**”)

WHEREAS:

- A. Stewardship Ontario and the Municipality entered into an agreement concerning municipal hazardous or special wastes (“**MHSW**”) dated July 01, 2011 (as amended, modified or restated from time to time, by the Parties, the “**MHSW Services Agreement**”);
- B. By direction letters dated April 12, 2018, December 11, 2018 and July 2, 2019, the Minister of the Environment, Conservation and Parks for the Province of Ontario directed SO to wind up the waste diversion program for MHSW (the “**MHSW Program**”) for all designated materials. Upon wind up, materials collected under the MHSW Program will be managed according to an individual producer responsibility framework under the *Resource Recovery and Circular Economy Act, 2016*;
- C. In order to reflect the scheduled wind-down of the MHSW Program and in accordance with Section 2.3 of the MHSW Services Agreement, the Parties wish to make certain amendments to the MHSW Services Agreement as set out herein.

NOW THEREFORE, FOR VALUE RECEIVED, the Parties agree as follows:

- 1. The MHSW Services Agreement is hereby amended in accordance with the provisions set out in Schedule “A” hereto effective as of September 1, 2019.
- 2. All capitalized terms which are used herein without being specifically defined herein shall have the meanings ascribed to them in the MHSW Services Agreement.
- 3. Any section marked as “Intentionally Deleted” in the MHSW Services Agreement remains “Intentionally Deleted” and is not replaced by or amended by anything in Schedule “A”.

4. Except as amended by the amendments expressly set forth in Schedule "A" of this Amending Agreement, the MHSW Services Agreement shall remain unchanged and continue in full force and effect and is hereby in all other respects ratified and confirmed.
5. If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Amending Agreement or (b) the legality, validity or enforceability of that provision in any other jurisdiction.
6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the Parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.
7. This Amending Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Amending Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Amending Agreement.
8. If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the MHSW Services Agreement, the relevant provision of this Amending Agreement shall prevail and be paramount.
9. Schedule "A" is attached hereto and incorporated in and forms part of this Amending Agreement.
10. This Amending Agreement may be executed in one or more counterparts, including by means of facsimile and/or portable document format, each of which shall be deemed to be a duplicate original, but all of which, taken together, constitute a single document.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties have signed this Amending Agreement as of the date first set out above.

STEWARDSHIP ONTARIO

By: _____
Name: Cullen Hollister
Title: Director of Operations

**THE CORPORATION OF THE TOWN OF
FORT FRANCES**

By: _____
Name:
Title:

**SCHEDULE “A” TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

The Parties agree to amend the MHSW Services Agreement as follows:

1. Section 1.1 of the MHSW Services Agreement is hereby amended by deleting the words “*Waste Diversion Act 2002 (Ontario)*” and replacing them with the words “*Waste Diversion Transition Act, 2016 (Ontario)*”.
2. Section 2.4 of the MHSW Services Agreement is deleted in its entirety and replaced with the following new Sections 2.4 and 2.5:

“2.4 The Parties also understand that an ISO may, at any time, be approved by the Board of the Authority for one or more of the Obligated MHSW materials. In the event an ISO is approved by the Authority, SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by the Authority, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

2.5 The Parties also understand that the Minister of the Environment, Conservation and Parks has directed SO to wind-up the MHSW Program Plan under the *Resource Recovery and Circular Economy Act, 2016*, following which individual producers will become responsible for materials collected under the MHSW Program Plan. The Parties agree that effective on the date of wind-up of the MHSW Program Plan in respect of a specific MHSW material (a “**Materials Wind-Up**”), SO will have no further responsibility to pay for MHSW Services provided by the Municipality with respect to such MHSW materials. As a courtesy, SO will provide a written reminder to the Municipality at least 30 days prior to the effective date of such Materials Wind-Up.”

3. Subsection 5.1(b) of the MHSW Services Agreement is deleted in its entirety and replaced with the following new subsections 5.1(b) and 5.1(c):

“(b) Notwithstanding the foregoing, in the event an ISO is approved by the Authority, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO’s Service Providers unless SO provides written notice to

the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

(c) Notwithstanding the foregoing, in the event of a Materials Wind-Up, title to the Obligated MHSW will not belong to SO or SO's Service Providers as of the effective date of the Materials Wind-Up."

4. Section 18.1 of the MHSW Services Agreement is hereby amended to delete the words "Waste Diversion Ontario" and to replace them with the words "the Authority".



Thinking
beyond
the box

Stewardship Ontario

August 28, 2019

To: Head of Municipal Hazardous Waste Management

Subject: 2019 Municipal Amendment Agreement

Attached you will find a copy of the Amended Municipal Agreement for 2019. Your immediate attention to this matter is requested.

As you are aware, Stewardship Ontario has been directed by the Minister of the Environment, Conservation and Parks (MECP) to wind-up the current MHSW program. Upon wind-up, hazardous materials collected under the MHSW Program will be managed according to an individual producer responsibility (IPR) framework under the Resource Recovery and Circular Economy Act, 2016.

Under the MHSW Program, Stewardship Ontario manages the supply chain operations for single-use dry cell batteries and pressurized containers. Wind-up for single-use dry cell batteries is scheduled to take place June 30, 2020 with the remaining MHSW materials occurring on June 30, 2021.

In anticipation of the Wind-up Plan being approved on December 31, 2019, changes to the current Municipal Agreement are necessary to enable Stewardship Ontario to make payments to communities for materials that will continue under the MHSW Program after June 30, 2020, namely pressurized containers. In the absence of this amendment, Stewardship Ontario will have no mechanism to continue payments after the wind-up date for single-use batteries on June 30, 2020 and would be forced to terminate all Agreements effective that date.

Communities that wish to continue receiving payments for collecting pressurized containers after June 30, 2020 are asked sign back the Amending Agreement no later than December 31, 2019. For information regarding, you can go to <https://stewardshipontario.ca/mhsw-windup/>

Regards,

Cullen Hollister

Director of Operations – Blue Box and MHSW

mhsw@stewardshipontario.ca