

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2025-54

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND PRODUCT CARE ASSOCIATION OF CANADA. (Municipality Hazardous and Special Products Materials Services Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and Product Care Association of Canada, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 27th day of November, 2025.

Original signed by:

Janet Horner, Warden

Original signed by:

Michelle Dunne, Clerk



For a complete copy of the agreement, please contact the Clerk's Division.

**Product Care Association of Canada - Municipality Hazardous and Special Products Materials
Services Agreement**

THIS AGREEMENT is made as of the 7th day of November , 2025.

BETWEEN:

**PRODUCT CARE ASSOCIATION OF CANADA
("Product Care")**

- and -

**THE CORPORATION OF THE COUNTY OF DUFFERIN
("Municipality")**

collectively, the "Parties"

WHEREAS:

- A.** Product Care operates extended producer responsibility programs in Canada on behalf of its industry members, pursuant to applicable regulations.
- B.** Product Care operates Ontario program(s) pursuant to the Hazardous and Special Products ("HSP") Regulation, O. Reg. 449/21 issued under the Ontario Resource Recovery and Circular Economy Act (RRCEA) for which Product Care is registered as a Producer Responsibility Organization (PRO) with Resource Productivity and Recovery Authority (RPRA).
- C.** This agreement succeeds and replaces the current Product Care – Municipal Industry Stewardship Plan (ISP) Materials Services Agreement between the Parties, dated October 1, 2021 (the "ISP Agreement") as of the Effective Date.
- D.** The Parties wish to enter into this Agreement, which describes the terms and conditions under which the Municipality will provide or arrange for certain collection and post-collection services to Product Care for the HSP material categories specified herein.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Definitions and Interpretation

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Resource Recovery and Circular Economy Act, 2016* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

- (a) **“Agreement”** means this Agreement and includes all appendices, schedules and amendments thereto;
- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier, single-tier municipality or territorial district, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Services outside of a “Business Day” and that this definition of “Business Day” is not intended to constrain the operating hours of the Municipality’s Collection Services;
- (c) **“Claims Submission(s)”** means submission to Product Care of data required to validate a claim for payment;
- (d) **“Collection Activities”** means all the activities agreed upon under this Agreement, including those conducted at Collection Events, Collection Sites, Toxic Taxi and PaintShare operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring HSP Materials onto transportation vehicles, including the manifesting of HSP Materials, as applicable, prior to transportation away from the Collection Event or Collection Site;
- (e) **“Collection Event(s)”** means a service operated by or on behalf of the Municipality for the collection of HSP Materials in accordance with the requirements for collection events under the HSP Regulation, subject to change pursuant to the provisions of this Agreement;
- (f) **“Collection Services”** means the service types set out in section 2.2 and detailed in Appendix A;
- (g) **“Collection Services Guidelines and Standards”** means the compendium of information provided in Schedule “B” which describes minimum procedures for the safe handling of HSP Materials, including collection site requirements and procedures developed to assist the Municipality in managing the collection, storage and packaging of HSP Materials in a way that will minimize of the risk of personal injury and harm to the environment and which may be updated by Product Care from time to time pursuant to section 8.4 of this Agreement. A copy of the Collection Service Guidelines and Standards are also available on Product Care’s website at [Product Care Ontario Program Operational Standards - Product Care Recycling](#);
- (h) **“Collection Site(s)”** means the Municipality’s locations and facilities participating under this Agreement in the collection of HSP Materials, in accordance with the requirements for collection sites under the HSP Regulation, subject to change pursuant to the provisions of this Agreement;
- (i) **“Commingled Materials”** the HSP Materials and Non-Program Materials of similar characteristics and/or chemistries, as referenced in Schedule “B”, that can be safely packed together in the same collection container for transportation in accordance with the