

STAFF REPORT: ENGINEERING & PUBLIC WORKS SOLID WASTE DIVISION

REPORT TO: Infrastructure & Recreation Committee
MEETING DATE: June 22, 2010
REPORT NO.: EPW.10.076
SUBJECT: Electronic Waste Collector Contract
Phase 2
PREPARED BY: Jeffery Fletcher, Manager of Solid Waste and
Environmental Initiatives

A. Recommendations

THAT Council approve the Town Solid Waste Disposal Site as a certified Electronic Waste Collector Site for electronic waste generated in The Blue Mountains, as outlined in Staff report EPW.10.076, "Collection Site Operator Agreement";

THAT Council authorize the Mayor and Clerk to execute the associated contract; and

THAT the Mayor and Clerk be authorized to execute future amendments or alterations to the agreement upon the recommendation of the Director of Engineering and Public Works and the Town's Solicitor.

B. Background**Waste Electrical and Electronic Equipment (WEEE) Program**

The Waste Electronic and Electrical Equipment (WEEE) program is a waste diversion plan to channel unwanted electronic equipment such as computers and televisions into reuse and recycling programs to keep them out of landfill sites.

The WEEE program was developed and is being implemented by Ontario Electronic Stewardship (OES), an industry organization established in 2007 by Waste Diversion Ontario (WDO).

WDO is the non-crown corporation created under the Waste Diversion Act, 2002 to oversee the development, implementation and operation of programs to increase the diversion of materials designated under the Act including blue box recyclables, municipal hazardous or special waste and electronic equipment waste.

In June 2007, the Minister of the Environment directed WDO to develop a WEEE program in phases. A Phase 1 WEEE program was launched on April 1, 2009. Phase 2 of the WEEE program was launched on April 1, 2010.

Town Participation

The Town has been participating in the WEEE program as part of the Landfill Site's diversion programs from the launch of the Phase 1 program. In 2009 the Town Disposal Site diverted 16 tonne of electronics which represents approximately 0.5% of the total residential and small commercial waste stream.

Under the program conditions of Phase 2 the Town will receive \$150/tonne of material collected in a roll-off container. This method of collection will be a departure from the method of collection in Phase 1 which involved a great deal (10%) of the Site operator's time to sort, relocate and pack waste into shipping crates. Use of a roll-off bin for the collection of material will eliminate the need for Site staff to handle the waste materials.

Phase 1 paid \$165/tonne for sorted and palletized materials and Phase 2 would pay \$200/tonne for palletized materials. The staff time saved by using the roll-off bin collection method will produce a greater net financial benefit over the \$200/tonne paid for the palletized material.

It is estimated that 1% of the fulltime operator's time will be spent on the material tracking procedures. The financial evaluation of the Phase 2 program is outlined in Section E. of this report. Collection, transportation and processing of the WEEE material are the responsibility, both physically and financially, of OES.

The arrangement between OES and the Town for the provision of a roll-off bin is not fully defined within the program. Until such time as Staff can ascertain which party provides the roll-off bin the Town will continue to sort and palletize materials. It is anticipated though that the Town will not be responsible for providing roll-off containers and they will be provided by OES.

Following the introduction of the program in April of 2010, OES has requested that the Town, as a collector site, execute the Collection Site Operator Agreement. Staff have reviewed the Agreement and are recommending that the Major and Clerk execute the agreement to ensure the continuation of the program and payments for diverted WEEE.

Phase 2 Materials

This next phase of the program will involve a broader range of electronic materials for inclusion in the recycling program. Phase 1 included:

- monitors/tv's;
- computers;
- peripherals computer devices; and
- printers.

Phase 2 will include:

- all of phase 1 materials;
- scanners;
- typewriters;
- faxes;
- telephones;
- cellular phones;
- pagers; and
- audio/video devices.

The planned change in collection method (pallets to roll-off container) will better facilitate the management of this wider range of equipment. This second phase will require more storage space which has been accommodated in the new receiving area layout.

Agreement Alterations

It is fully anticipated that the fees schedule of the contract will be amended annually. As the Town will have no ability to negotiate these changes it is recommended that approval be conducted on a Staff level to streamline minor administrative changes. Similarly, the schedule of acceptable "WEEE" material may be altered as the program develops. It is recommended that changes of this nature, that do not significantly change the character of the agreement be approved on a Staff level by the Director of Engineering and Public Works and the Town's Solicitor.

C. The Blue Mountains' Strategic Plan

This activity *addresses the strategic action #2.5 the Town's municipal infrastructure needs and implements the waste management strategy to meet diversion targets and address landfill capacity*

D. Environmental Impacts

This program will assist in reducing waste landfilled and reduce the amount of toxins in the disposal site that can be associated with electronic equipment.

E. Budget Impact

The following is a basic outline of financial outcomes of this program. This overview does not take into account a portion of overall Disposal Site operational costs, nor administration expenses.

Item	Description	Amount
Staff Time related to E-waste program	1% of Site Operators wages and benefits	\$562.00
Revenue for 16 tonne of WEEE	Anticipated material revenues on 16 tonnes @\$150/tonne	(\$2,400.00)
Savings in landfill space and long term liability for 16 tonnes of WEEE	If the value of landfilling one tonne of waste is \$100.00	(\$1,600.00)
Total		(\$3,438.00)

F. Attached

1. Collection Site Operator Agreement Phase 2

Respectfully submitted,

Jeffery Fletcher
Manager of Solid Waste and Environmental Initiatives

Reg Russwurm
Director of Engineering and Public Works

For more information, please contact:

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COLLECTION SITE OPERATOR AGREEMENT

THIS AGREEMENT is made the 1st day of April, 2010, between:

ONTARIO ELECTRONIC STEWARDSHIP, a corporation without share capital continued under the *Waste Diversion Act, 2002*, with a principal office address of 885 Don Mills Road, Toronto, Ontario, M3C 1V9 (“OES”)

- and -

THE CORPORATION OF THE TOWN OF BLUE MOUNTAINS, with a Head Office address of 26 Bridge Street East, Thornbury, Ontario, N0H 2P0 (the “Collector”).

RECITALS

- A. OES has been designated as the industry funding organization under the Act for WEEE;
- B. The Collector wishes to operate an Approved Collection Site for Acceptable WEEE in accordance with the Rules; and
- C. The purpose of this Agreement is to set out the terms and conditions under which the Collector will operate an Approved Collection Site at the address listed in Schedule “E”;

NOW THEREFORE the parties agree as follows, as of the date set out above:

1. Definitions

In this Agreement:

- (a) “Acceptable WEEE” means WEEE designated in Schedule A, as it may be amended by OES from time to time;
- (b) “Act” means the *Waste Diversion Act, 2002* (Ontario), as amended;
- (c) “Agreement” means this Collection Site Operator Agreement and includes the application to become a Collector, and all schedules and amendments thereto;
- (d) “Applicant” means a person, corporation or other organization that submits an application to become a Collector;
- (e) “Approved Collection Site” means a facility/location approved by OES for receiving Acceptable WEEE from the public and/or an IC&I Business as defined under the WEEE Program Plan promulgated from time to time by the Minister of the Environment in accordance with section 26 of the Act;

- (f) **“Bill of Lading”** means the document provided to Collectors by OES, used to track the transportation of Acceptable WEEE between two locations;
- (g) **“Collection Site Assessment”** means a review of the Approved Collection Site’s ability to collect WEEE and compliance with the requirements set out in Schedule C;
- (h) **“Collector”** has the meaning given to that term in the listing of parties to this Agreement;
- (i) **“Non-Acceptable WEEE”** means all WEEE that is not Acceptable WEEE;
- (j) **“OES”** has the meaning given to that term in the listing of parties to this Agreement;
- (k) **“Registration System”** means the OES Collection Site Operator, Transporter and Processor Registration System (<https://mtsreg.oesdatasystem.ca/login.aspx>);
- (l) **“Spill Kit”** means a kit supplied by OES to be used for the clean-up of spilled WEEE;
- (m) **“Transporter”** means any person or firm duly registered with and approved by OES as authorized to transport Acceptable WEEE;
- (n) **“WEEE”** means “waste electrical and electronic equipment” as defined under Ontario Regulation 393/04;
- (o) **“WEEE Guidelines”** means the guidelines, policies and procedures established from time to time by OES and which can be found at www.ontarioelectronicsstewardship.ca.

2. **Responsibilities of Collector**

The Collector shall:

- (a) abide by the requirements set out in this Agreement and its schedules;
- (b) update collection site or event information provided to OES in the Registration System as soon as possible after the information is changed;
- (c) ensure that all Acceptable WEEE material collected at an Approved Collection Site operated by Collector is provided to an OES Transporter;
- (d) not modify, disassemble, deconstruct or strip for parts any Acceptable WEEE collected by it, provided that power cords may be removed and included separately in the shipment of Acceptable WEEE;
- (e) ensure that all Acceptable WEEE material sent to an OES transporter is as it was when collected;

- (f) complete and sign all required Bills of Lading in preparation for transportation, in the manner directed by OES from time to time;
- (g) submit to Collection Site Assessments by OES or OES's designated representative, at intervals which are reasonable in the sole judgement of OES;
- (h) use equipment and supplies provided by OES only for their intended purposes and in an efficient manner;
- (i) confirm and submit authorization of monthly report from OES, within 30 days of the end of each month in the form prescribed by OES from time to time, summarizing the previous month's activity;
- (j) upon receiving a purchase order number from OES, submit an invoice to OES which shall include the purchase order number, in order to receive payment;
- (k) respond in a timely manner to all requests by OES for information relating to Acceptable WEEE;
- (l) must accept Acceptable WEEE at no charge, provided that municipalities may: i) charge a 'gate fee' to residents for entering a municipal waste management site that is not related to the materials being delivered; and/or ii) charge on a weight basis for mixed loads of materials;
- (m) Not accept a lot of Acceptable WEEE which consists of more than 50 individual items of Acceptable WEEE unless it is accompanied by a fully completed and signed WEEE Source Information Form, in the form made available by OES to collectors and members of the public from time to time; and
- (n) Comply with OES's Logo Use Protocol, as amended from time to time by OES.

3. **Collector Insurance; Indemnity**

- (a) Collector shall maintain comprehensive "occurrence" general liability insurance, including personal injury liability, property damage, contractual liability insurance and employer's liability coverage, with minimum limits of liability of \$2,000,000 per occurrence, containing a severability of interests and cross-liability clause, and deliver to OES on request a certificate thereof with OES named as an additional insured thereon.
- (b) Collector shall indemnify and hold harmless OES, its directors, officers, employees and agents from and against all costs, expenses, claims, demands, actions, causes of action or any other loss suffered or incurred by OES arising out the performance or non-performance by Collector of its obligations hereunder.

4. **Limitation of Liability**

Collector acknowledges and agrees that at no time shall OES take possession of any WEEE and that OES shall not, in any event, be liable under any theory of liability to Collector, the previous owner(s) or user(s) of any WEEE or any other party or parties for any damages, losses, expenses, liabilities and/or other amounts of any nature or kind whatsoever, including without limitation, any direct, indirect, incidental, special, consequential, exemplary and/or punitive damages, arising out of or related to any access to, use, disclosure or loss of, User Data or any breach by Collector of its obligations under this Agreement.

5. **Representations and Warranties of Collector**

The Collector represents and warrants that:

- (a) all information provided by it to OES pursuant to this Agreement, including in all documents required by virtue of the Collector's registration with OES or by virtue of the requirements of law, are true and accurate;
- (b) the registration of the Collector with OES as an Approved Collection Site, the provision of all required information to OES, and the entering into of this Agreement by Collector and the performance of its obligation hereunder have been duly authorized by all necessary corporate action; and
- (c) in performing its obligations hereunder and in operating an Approved Collection Site, Collector will comply with all applicable laws.

6. **Additional duties of Collector**

The Collector agrees to:

- (a) provide notice to OES of: (i) and criminal convictions against it in the past five years, and (ii) any fines or regulatory orders made against it in the previous five (5) years which relate to the substance of this Agreement or any aspect of the Plan;
- (b) provide notice to OES within sixty (60) days after any fine or regulatory order relating to the substance of this Agreement made against it after the date hereof; and
- (c) provide OES with all information reasonably required by OES from time to time relating to the operation of the Collectors Approved Collection Site or required by this Agreement, the WEEE Program, or OES's procedures in relation thereto. Collector acknowledges that OES has a right of access to such information during normal business hours and on twenty-four (24) hours notice to the Collector.

7. **Protection of Data Privacy**

Collector acknowledges that there may be instances where private or personal user data, information or digital content (“**User Data**”) may be left on or within unwanted and discarded WEEE that is collected by, or dropped off to, Collector at an Approved Collection Site or is otherwise received by Collector. Collector agrees to use commercially reasonable efforts in order to protect the privacy and security of any User Data that may be left on or within any such WEEE. In particular, and

without limiting the foregoing, Collector agrees to act in accordance with the provisions of Schedule “D” to this Agreement.

8. **Rights of OES**

- (a) Any approval granted by OES based on a false document or information submitted by the Collector, or false or misleading information provided by the Collector, shall be considered to have been granted in mistake. Any such registration is void.
- (b) OES maintains the right, at its sole discretion, to withhold approval of any application until sufficient verification of information has been provided by the applicant in relation to any matter reasonably requested to be verified by OES.
- (c) OES reserves all rights and remedies available to it at law or in equity that may be in addition to any rights or remedies contained herein.

9. **Obligations of OES**

OES shall:

- (a) review reports and Bills of Lading submitted by the Collector for approval, and, if approved, shall issue the Collector a purchase order number to be included in the next invoice submitted by the Collector;
- (b) provide coordination of transportation, including packaging supplies, for Acceptable WEEE from the Approved Collection Site and/or collection event(s) to OES-approved consolidation site(s) and/or OES-approved processor(s) of Acceptable WEEE, within two business days of request;
- (c) provide supplies required for the operation of an Approved Collection Site, within two business days of request by Collector, which supplies may include the following, in OES’s sole determination:
 - (i) pallets and shrink wrap;
 - (ii) gaylord boxes and or bulk bags;
 - (iii) one-time spill kit;
 - (iv) promotional information kit; and
 - (v) Bills of Lading and labels;
- (d) provide data on tonnages/quantities of WEEE shipped from Approved Collection Sites(s) and/or collection events;
- (e) provide promotional and informational material and customer service support, as OES deems reasonably necessary, to Approved Collection Sites;
- (f) post information regarding publically accessible Approved Collection Sites and/or collection events. In the case of Approved Collection Sites which are intended to be

restricted to certain users, the Collector may limit access to the information to such users.;

- (g) use measures to protect the security of confidential information supplied by the Collector which are at least as strong as those used by OES to protect its own confidential information;
- (h) notwithstanding Section 15(e) hereof, provide 30 days' notice to Collector of changes to any of the following:
 - (i) decrease in handling incentive paid to collectors for Acceptable WEEE;
 - (ii) payment terms for collected Acceptable WEEE; and
 - (iii) contamination specifications for collected Acceptable WEEE; and
- (i) notwithstanding Section 15(e) hereof, provide 7 days notice to Collector of increases in handling incentive paid to collectors for Acceptable WEEE.

10. **Payment**

OES shall make monthly payments to the Collector in accordance with Schedule B, as amended, within 30 days of receipt of an invoice bearing a purchase order number from the Collector, on a per-tonne basis for Acceptable WEEE received at OES-approved consolidation and/or OES-approved processing sites that is sorted and packaged according to OES-approved standards, all at the rate determined by OES from time to time; notwithstanding any other provision of this Agreement, only one payment will be made to the Collector with respect to any single item of Acceptable WEEE;

11. **Default**

- (a) The Collector is in default under the Agreement (each of the following a "Default") if it:
 - (i) fails a Collection Site Assessment or fails to remedy the findings of a Collection Site Assessment within the period specified by OES;
 - (ii) fails to comply with any applicable law affecting the operation of the Approved Collection Site;
 - (iii) ceases to participate as an Approved Collection Site in accordance with the requirements of this Agreement;
 - (iv) fails to provide accurate and fully-completed Bills of Lading;
 - (v) contravenes any of the WEEE Collection Site requirements set out in Schedule C;
 - (vi) is convicted of an offense under the *Environmental Protection Act* (Ontario); or
 - (vii) fails to comply with any provision of this Agreement.

- (b) If the Collector commits a Default under the Agreement, OES may send a written notice of default (“Notice of Default”) to the Collector, and the Collector must rectify the Default within 15 days of the Notice of Default.
- (c) If the Collector does not rectify a Default within 15 days of being sent a Notice of Default, OES may, at its sole and absolute discretion, by written notice suspend Approved Collection Site status and/or payments to the Collector.
- (d) In addition to all other rights and remedies of OES under this agreement, including the ability to suspend the Collector’s Approved Collection Site status, OES may in its sole and absolute discretion withhold payment to the Collector under the following circumstances:
 - (i) If complete units, parts or components have, in OES’s sole and absolute judgment, been systematically removed from Acceptable WEEE, OES may, in its sole and absolute discretion:
 - (A) Make zero payment with respect to the pallet on which the affected Acceptable WEEE was shipped; and/or
 - (B) Reduce the payment payable with respect to a subsequent shipment by an amount equal to 25% of the payment which would otherwise have been payment with respect to the affected Acceptable WEEE;
 - (ii) If WEEE which is not Acceptable WEEE at the time of shipment is shipped by the Collector, OES may in its sole and absolute discretion make zero payment with respect to the pallet on which the non-Acceptable WEEE was shipped.

12. **Termination**

Either party may terminate this Agreement:

- (a) Without cause, by giving the other Party 30 days’ written notice of termination, in which case the effective date of termination shall be the last day of the of the 30 day notice period; or
- (b) With cause, by giving the other Party one day’s written notice of termination, in which case the effective date of termination shall be the date upon which notice is given. For greater clarity, “cause” for the purpose of this section includes any material breach by a Party of its obligations under this Agreement. Before notice of termination for cause is given, the injured Party shall provide the breaching Party with notice of its breach of the Agreement; if such breach is not cured within ten business days, the injured Party may terminate the Agreement for cause.

Following termination, the Collector shall be entitled to payment in accordance with the terms of this Agreement for Acceptable WEEE transported prior to the date of termination.

13. **Dispute Resolution**

If any dispute arises between the Collector and OES:

- (a) the parties shall attempt to resolve the dispute through designated representatives from each of OES and the Collector within 30 days after written notice of the dispute was first given, or as otherwise agreed upon;
- (b) if the parties are unable to resolve the dispute within the 30 day period noted above, the Collector and OES shall, within 30 days thereafter, jointly select an arbitrator to arbitrate the dispute from the panel identified in clause (c) of this section. If the Collector refuses to jointly nominate an arbitrator within the 30 day period, OES shall nominate the arbitrator. The arbitration shall be conducted in accordance with the *Arbitration Act, 1991* (Ontario), as amended from time to time;
- (c) OES may from time to time establish a panel of approved arbitrators for the purposes of hereof, whose names will be published on the OES website. The arbitrator shall be chosen from this panel, unless OES and the Collector mutually agree otherwise; and
- (d) the arbitrator shall render a written decision on the dispute within 14 days after the arbitration hearing or submission. 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 OES and the Collector, as the case may be, immediately on the issue of such decision to the parties to the dispute.

14. **Confidentiality.**

The Collector understands that its name, main contact information, the Acceptable WEEE for which it has been approved to collect, and the registration number assigned to it by OES, as well as information regarding the Approved Collection Site, may be published by OES on OES's website or other publically-accessible websites. OES will take commercially reasonable and appropriate precautions to maintain the confidentiality of information in its database, but will not be liable to the Collector, or anyone claiming by, through or under either of them, for any losses, claims and damages arising out of negligent disclosure of any confidential information.

15. **General**

- (a) Schedules. Schedules "A", "B", "C" and "D" are parts of this Agreement and bind the parties to the same extent as if they were included in the main body of the Agreement.
- (b) Assignment. The rights and obligations of each party under this Agreement are personal and may not be assigned in whole or in part without the consent of the other party, which may be unreasonably withheld.
- (c) Agreement Binding. This Agreement shall enure to the benefit of and be binding on the parties, their heirs, legal personal representatives, successors and permitted assigns.
- (d) Notices. Any notice, determination, consent, request or other communication from one party to the other or others or other documents required or which may be given under this Agreement may be delivered or transmitted by means of electronic

communication with confirmation of transmission, personal service, facsimile with confirmation of transmission or by prepaid first class postage to the party at the addresses, in the case of the Collector at the address on the registration form completed by the Collector and in the case of OES at the address noted at the top of page 1 of these Terms and Conditions, to the attention of the “Executive Director”. Such notifications shall be deemed to have been received on the third day after posting and on the date of electronic or facsimile transmission, in each case which is not a Saturday, Sunday or public holiday in Ontario. In the event of a postal disruption, notices must be given by personal delivery, e-mail or by a signed back facsimile and all notices delivered by post within one week prior to the postal disruption must be confirmed by a signed back facsimile to be effective.

- (e) Amendment. OES retains the right to revise or amend this Agreement. OES will give notice to the Collector of such change (the “Change Notice”). Unless the Collector gives notice to OES (the “Rejection Notice”) within 45 days of receipt of the Change Notice that the Collector does not accept the revisions or amendments in the Change Notice, this Agreement, as amended, remains in effect and is binding. If the Collector gives a Rejection Notice to OES, this Agreement shall be terminated 30 days after the delivery by the Collector of the Rejection Notice and the Approved Collection Site will forgo its approval status and will be compensated under the OES program only for Acceptable WEEE already duly collected and shipped prior to the date of termination.
- (f) Waiver. No failure by any of the parties to insist on strict performance of any covenant, agreement, term or condition (the “provision”) of this Agreement, or to exercise any right or remedy consequent on the breach of any provision, and no acceptance of partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or provision. No waiver of any breach shall affect or alter this Agreement, but each and every provision of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach of such provision.
- (g) Severability. If any provision of this Agreement or the application of the provision to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application of them to other circumstances shall not be affected by the invalidity or unenforceability and shall be valid and enforceable to the fullest extent permitted by law.
- (h) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth in it. Except as specifically provided in section 15(e), no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound by it.
- (i) Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws in force in the Province of Ontario.

- (j) Headings. The headings used throughout this Agreement are solely for convenience of the parties and are not to be used as an aid in the interpretation of this Agreement.
- (k) Time of Essence. Time shall be of the essence of this Agreement and every part of it.
- (l) Survival. All provisions of this Agreement which are expressed or which by their nature are intended to survive termination of this Agreement shall survive termination, and continue to bind the parties.
- (m) Electronic Commerce. Any execution or amendment of this agreement which is conducted electronically by any of the parties is made in accordance with and governed by the *Electronic Commerce Act, 2000*, (Ontario). If this Agreement is executed on behalf of any party electronically, the natural person who selects the “Agree” button at the bottom of the “Agreement Ratification” page on Ontario Electronic Stewardship's web site on behalf of the executing party certifies that by selecting the “Agree” button, the natural person represents and warrants that he or she is at least eighteen years of age, and has been duly appointed with the authority to bind the executing party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**ONTARIO ELECTRONIC
STEWARDSHIP**



By: _____
Carol Hochu
Executive Director

I have authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF
BLUE MOUNTAINS**

By: _____
Name
Title

I have authority to bind the Collector

SCHEDULE “A”

Acceptable Phase 2 WEEE – After April 1, 2010

EEE Material Category for Reporting Purposes		Phase 1 and 2 Materials Definition	Includes	Excludes
Category	Sub-Category			
Display Devices	≤Less than or equal to 29” Screen	A device that displays an image, using a variety of technologies including CRT, LCD, plasma and rear-projection.	<ul style="list-style-type: none"> • Computer monitors • Professional display monitors • Closed circuit monitor screens • Televisions • Dual television and computer monitors • All-in-One (AIO) computers: a display device with an embedded computer 	<ul style="list-style-type: none"> • Displays that are embedded into non-Phase 1 and 2 products where the display is not the primary function of the product
	>Greater than 29” Screen			
Desktop Computers		Desktop models refer to those computers that are designed to be utilized on a work surface and require standard alternating current (AC) power plug for a primary source of power.	<ul style="list-style-type: none"> • Desktops • Computers • Computer terminals • Desktops acting as servers • Thin clients • Microcomputers • Minicomputers 	<ul style="list-style-type: none"> • Computer terminals that are embedded into non-Phase 1 and 2 products • Portable computers • Products classified as Computer Peripherals under this Plan • All-in-One (AIO) computers: a display device with an embedded computer • Rack mounted or floor standing servers
Portable Computers		Portable models refer to a portable computer that contains a Central Processing Unit (CPU) and than can operate using a self-contained battery or using an external AC/DC adaptor.	<ul style="list-style-type: none"> • Laptops • Notebooks • Notepads • Tablet PCs • Mini notebooks • Netbooks 	<ul style="list-style-type: none"> • Computer terminals that are embedded into non-Phase 1 and 2 products • Personal handheld computers (included in Image, Audio and Video category) • Personal digital assistance (PDAs) (cell-enabled included in Cellular Devices category; non-cell-enabled included in Personal/Portable Image, Audio and Video Devices category) • Products classified as Computer Peripherals under this Plan • Other handheld electronic devices
Computer Peripherals		<p>Computer peripherals refers to external, as well as integrated modems, disk drives, optical drives, computer mouse and keyboards that are added, or attached, to a computer in order to expand its functionality.</p> <p>A modem refers to a devices that encodes digital computer signals into analog/analogue telephone signals and vice versa and allows computers to communicate over a phone line or cable connection.</p>	<ul style="list-style-type: none"> • Replacement computer component and standalone products that are sold to the end user • CD-ROM, DVD, HD-DVD and BluRay drives • Floppy-disk drives • Computer mouse • Computer keyboards • Wired cable, DSL, and ADSL modems • Wireless modems 	<ul style="list-style-type: none"> • Computer peripherals that are supplied as replacement parts under a warranty and non-warranty service repair arrangement • Internal components contained within the original desktop or portable computer at the time of supply • Components that are supplied as replacement parts under a warranty • Components for non-warranty service repair arrangements • Speakers, cameras, microphone and other non-Phase 1 and 2 products • Internal components contained within the original desktop or portable computer at the time of supply • Routers • Network hubs • Satellite networking devices • Telephony devices (i.e. VoIP devices)

Acceptable Phase 2 WEEE – After April 1, 2010

EEE Material Category for Reporting Purposes		Phase 1 and 2 Materials Definition	Includes	Excludes
Category	Sub-Category			
Printing, Copying and Multi-Function Devices	Desktop and Portable Printing, Copying and Multi-Function Devices	<p>Printing, copying and multi-function devices, utilizing all printing technologies, designed to be handheld or to reside on a work surface and that can print on media with dimensions up to 48" wide.</p> <p>Copiers and/or multi-function devices classified as Segment 1 or Segment 2. Copier and/or multi-function devices that are designed to reside on a work surface that are not classified as Segment 1 or Segment 2.</p> <p>Includes models that are able to utilize an optional floor-stand.</p>	<ul style="list-style-type: none"> • Desktop or portable computer scanners • Desktop printers • Portable PC-free photo printers • Camera dock printers • Desktop label, barcode, card printers • Desktop fax machines • Desktop multi-function or "all-in-one" devices • Point of Sale (POS) receipt printers • Handheld printers such as calculators with printing capabilities or label makers • Desktop copiers or copy & print devices • Typewriters powered by AC power plug or by internal battery unit 	<ul style="list-style-type: none"> • Printing devices that are embedded into non-Phase 1 and 2 products, where the printing devices are not the primary product • Non-electronic typewriters • Printing devices capable of printing on media with dimensions greater than 48" wide
	Floor-Standing Printing Devices	<p>Printing devices, utilizing all printing technologies that are floor-standing models and that can print on media with dimensions up to 48" wide.</p>	<ul style="list-style-type: none"> • Floor-standing office printers • Floor-standing graphics printers • Floor-standing wide-format printers 	<ul style="list-style-type: none"> • Floor-standing printing devices capable of performing additional non-printing functions such as copying or faxing • Printing devices that are embedded into non-Phase 1 and 2 products, where the printing device is not the primary product • Newspaper and industrial printing devices • Printing devices capable of printing on media with dimensions greater than 48" wide • Models which are able to utilize an optional floor-stand
	Floor-Standing Copying Devices	<p>Copier and/or multi-function devices classified as Segment 3, Segment 4 or Segment 5. Copier and/or multi-function devices that are floor-standing models that are not classified as Segment 3, Segment 4 or Segment 5.</p>	<ul style="list-style-type: none"> • Floor-standing multi-function or "all-in-one" devices that perform different tasks such as copy, scan, fax, print • Floor-standing photocopiers • Floor-standing copy and print devices • Floor-standing wide-format copiers and/or multi-function devices 	<ul style="list-style-type: none"> • Floor-standing devices that only perform printing functions • Newspaper and industrial copying and/or multi-function devices • Copying and/or multi-function devices capable of printing on media with dimensions greater than 48" wide • Models which are able to utilize an optional floor-stand
Telephones and Telephone Answering Machines	<p>A telecommunication device with a handset or headset that is used for the transmission of sound (most commonly speech) between two or more locations using a variety of technologies including wire-line telephones and Voice over Internet Protocol (VoIP).</p> <p>Also includes telephone answering machines that are installed alongside, or incorporated within a wire-line telephone.</p>	<ul style="list-style-type: none"> • Wire line telephones including rotary and touch-tone technologies • Cordless telephones requiring an electrical base station/handset cradle for battery charging and wire-line network connection. • VoIP phones • Answering machines that utilize cassette-based or digital recording technologies • Accessory handsets packaged with a telephone in a single OEM package under a single SKU are subject to one fee 	<ul style="list-style-type: none"> • Telecommunication equipment developed for embedded use in motor vehicles of any type • Commercial-grade "pay phones" • Voicemail/answering machine devices that utilize a centralized networked system • Telephone accessories including headsets and hands-free accessories 	
Cellular Devices and Pagers	<p>A handheld communication device that utilizes cellular networks to transmit voice or data signals. Includes cell-enabled Personal Digital Assistants (PDAs).</p>	<ul style="list-style-type: none"> • Cellular phones • Cellular phones offering camera, video recording and/or audio functions • Smart phones (cell-enabled) • Palmtop computers (cell-enabled) • Cell-enabled PDAs utilizing touch-screen technology • Cell-enabled handheld devices • Pagers 	<ul style="list-style-type: none"> • Satellite phones • Wireless devices that do not utilize cellular networks to operate • Non-cell-enabled PDAs (Included in Personal/Portable Image, Audio, and Video Devices category) 	

Acceptable Phase 2 WEEE – After April 1, 2010

EEE Material Category for Reporting Purposes		Phase 1 and 2 Materials Definition	Includes	Excludes
Category	Sub-Category			
Image, Audio and Video Devices	Personal/ Portable	<p>Personal and/or portable devices that can transmit, record and/or playback an image, audio or video using a variety of technologies including mechanical, optical and digital technologies.</p> <p>Personal and/or portable peripheral audio devices that enable audio playback</p>	<ul style="list-style-type: none"> • Audio cassette players and/or recorders • Combination cassette recorders and players • CD players and/or recorders • Digital Video Disk (DVD) players and recorder • MP3 and other portable music players • Other Digital Audio Players/ Recorders (DAP) • Video cassette players (VCRs) and/or video projectors • Analog and digital video cameras and recorders 	<ul style="list-style-type: none"> • CD-writing drives contained within, or replacements parts for Desktop and Portable Computers • DVD-writing drives contained within, or replacement parts for Desktop and Portable Computers • Non-audio optical disk-players • Optical disk drives included in the Computer Peripherals materials category • Webcams embedded in Desktop Computers and Portable Computers • Cameras embedded in devices for which the primary function is not to record an image/ video • Cell-enabled PDAs • Devices for which the primary design and function are for video-gaming purposes (As designated in Section 5 of O. Reg. 393/04) • Global Positioning Systems (GPS) for both portable and aftermarket vehicle installation • Home/ Non-Portable video-gaming devices • Satellite, Cable, and Digital transmitters and receivers • Headphones and ear-buds
	Home/Non-Portable	<p>Home and/or non-portable devices that can transmit, record and/or playback an image, audio or video using a variety of technologies including mechanical, optical and digital technologies.</p> <p>Home and/or non-portable peripheral audio devices that enable audio playback.</p>	<ul style="list-style-type: none"> • Turntables (Record Players and gramophones) • AM/FM Radios • Digital and non-digital cameras, including webcams • Digital picture frames • Digital projectors • Home stereo amplifiers • Speaker systems, including computer speakers • Home stereo systems • Handheld personal computers • Devices commonly called Ultra Mobile PCs (UMPC) that utilize a touch-sensitive screen between 4" and 7", and that can operate the same software as a standard computer (i.e. Windows) • PDAs that are not communication-enabled or cellular compatible • Portable and personal audio/video players supplied with accessories or bundled in a single OEM package under a single SKU are subject to one fee • Includes audio and video equipment sold as a package/bundle that are used in non-residential locations 	
	Home Theatre in a Box (HTB)	<p>Bundled combinations or devices that can transmit, record and/or playback an image, audio or video using a variety of technologies.</p>	<ul style="list-style-type: none"> • Home theatre image, audio and video equipment sold as a package/bundle with a single point-of-sale SKU. Includes peripheral audio devices. • Includes audio and video equipment sold as a package/bundle that are used in non-residential locations. 	<ul style="list-style-type: none"> • Home theatre image, audio and video equipment sold as a package/ bundle with more than a single point-of-sale SKU (report separately). • Home theatre bundles that include televisions
	Aftermarket Vehicle	<p>Audio and video devices for installation in motor vehicles aftermarket.</p>	<ul style="list-style-type: none"> • Vehicle speakers • Vehicle radios • Vehicle CD players • Vehicle DVD/Blu-Ray players 	<ul style="list-style-type: none"> • Audio and video equipment embedded in original equipment manufacturer (OEM) supplied motor vehicles of any type

SCHEDULE “B”

OES Collection Site Designations and Payment Schedule – As of April 1, 2010

There are four Designations of Approved Collection Sites. The following table describes each of the designations, the minimum requirements and if that Approved Collector is eligible for the Collection Incentive:

Collection Site Designations

Collection Type	Description	Requirements	Eligible to Receive Collection Incentive	Check What Applies
A) Drop-off location or event	- receives Acceptable WEEE at fixed locations or at event based collection	- will have agreed to level of public accessibility - will be listed on DWYC	- Yes	X
B) Provides collection service	- offers a collection service that goes out to service customers and generators of Acceptable WEEE	- will be listed on DWYC - can still offer public accessibility	- Yes	
C) Closed drop-off	- receives Acceptable WEEE at fixed locations or at event based collection from internal staff, students, tenants	- not open to the general public - not listed on DWYC	- Yes	
D) Self-generated IC&I	- WEEE is supplied from business operations and does not include material from public	- not open to the general public - not listed on DWYC	- No	

Payment Schedule

Type of Collection Activity	\$/Tonne	Description	Check What Applies
Permanent Collection Sites			
Roll-off Bin Service (Basic)	\$150	- Available to municipal permanent collections only - Municipality must apply and be approved by OES prior to establishment of new service - OES provides roll-bin and transportation service - Collector must hand pack the roll-off (no dumping) with mixed Phase 1 and 2 WEEE - Rate reflects a reduced level of effort on the part of the collector (no sorting or palletization required by collector)	Available upon request and OES approval
Sorted/Palletized (Standard)	\$200	- Sort into three categories: <ul style="list-style-type: none"> ▪ A) Display devices – televisions, monitors ▪ B) Desktop and portable computers ▪ C) Desktop printers, fax, multifunction devices, computer peripherals, and all new Phase 2 WEEE - Some collection sites may have a fourth category for floor standing printing and copier devices	X



Type of Collection Activity	\$/Tonne	Description	Check What Applies
Permanent Collection Sites			
Transportation/Sorted/Palletized (Enhanced)	\$230	<ul style="list-style-type: none"> - Difference from “standard” reflects added value to OES for collectors who: - 1) Have multiple sites and are consolidating material at one location for a large volume pickup by OES, and/or - 2) Have collection capabilities to service IC&I sector. The additional \$30/tonne will help off-set collection costs. Collector will need to agree and confirm through a waybill system that all material collected will flow into OES program. - Collection site will be required to provide evidence of material being collected including: site address, signature, description of loads 	Available upon request and OES approval
Temporary Collection Sites (e.g. events)			
Roll-off Bins	\$150 + \$35 = \$185	<ul style="list-style-type: none"> - Rate reflects reduce level of effort on the part of the collector to handle the material (no sorting or palletization required) - Additional \$35/tonne to compensate for site set-up and clean-up time 	Available upon request and OES approval
Sorted/Palletized	\$200 + \$35 = \$235	<ul style="list-style-type: none"> - Rate has been increased to reflect more accurate assessment of costs associated with level of service - Additional \$35/tonne to compensate for site set-up and clean-up time 	

Payment will, in accordance with section 10 be made by OES to Collector on a monthly basis and will be accompanied by the following information collected upon transportation, consolidation and processing;

- date of removal;
- number of pallets and/or other containers by material type;
- weight as recorded upon receipt at consolidation site;
- any information regarding contamination by non-acceptable materials or improperly packaged materials. The non-acceptable specification is set at not greater than 5% by weight of each load. The non-acceptable specification will be reviewed in the first six months of the program;
- Bills of Lading signed by Collection Site; and
- Completed report provided by the applicable service provider, filed using the OES reporting website



SCHEDULE “C”

Requirements for Sites Collecting Acceptable WEEE Materials

All sites that intend to collect or receive Acceptable WEEE materials in preparation for pickup by Transporters are asked to review the checklist below to ensure that all program requirements are in place prior to the start of operation.

OES requires that Collectors register each site using the online registration system for the Acceptable WEEE collection program. The checklist below highlights requirements included in the recycling standards menu item of the online application form.

Upon successful completion of this form, applicants will gain access to the remainder of the online registration for this program. Organizations that intend to apply to register collection sites for Acceptable WEEE materials are encouraged to review the information below to prepare for this process.

The Collection Site pre-registration will be accessible at through the OES online registration system. When the pre-registration portion of the online registration is available, OES will post a link to the directly to this system. Collection Site Checklist

Material Sorting & Preparation for Pick-up

Collected materials will be/are sorted into four groups and prepared for packaging:

- Group “A” – display devices contained on shrink-wrapped pallets, in gaylord boxes, or in approved shipping containers desktop and portable computers contained on shrink-wrapped pallets, in gaylord boxes, or in approved shipping containers.
- Group “B” – desktop and portable computers contained on shrink-wrapped pallets, in gaylord boxes, or in approved shipping containers.
- Group “C” – computer peripherals, desktop or portable printing, copying or multi-function devices, telephones and telephone answering machines, cellular devices and pagers, and all portable, non-portable and automotive image, audio and video devices contained in bulk bags, in gaylord boxes, or in approved shipping containers.
- Group “F” – floor standing printers, copiers and multifunction printing devices, that are handled individually on wheels or placed on a pallet and secured with shrink-wrap

Site Configuration

- Site has adequate infrastructure to shelter material in inclement weather.
- Site has sufficient space to receive, sort, store and prepare pallets and/or gaylord boxes and/or bulk bags for shipment. The minimum shipping quantity for an OES Collector is 6 pallets (or equivalent), unless otherwise agreed to by OES.
- Site has a work area to prepare the containers or pallets in accordance with OES collection standards.



Accessibility

- Site has an area that is accessible for lifting WEEE material directly onto Transporter's trucks
- Site has adequate vehicle room for a tractor trailer or straight truck.

Safety, Security and Operating Procedures

- Site is safe for all users
- Material drop off area is located so that users are not endangered by site equipment or other traffic.
- Site has adequate security measures in place to protect material from being tampered with by anyone at the site or using the collection facility as agreed to during the site assessment.
- Site is equipped with signage provided by OES to advise users to wipe/remove confidential information from their computers before drop-off (signage to include visible disclaimer).
- Site is equipped with a hazardous material cleanup kit for use in the event of a broken cathode ray tube (CRT) monitor or television.

Training

- Approved Collection Site personnel have or will have completed training provided by OES..

Documentation*

- General Liability Coverage (insurance) is in place for site operations and the provisions are inclusive of Acceptable WEEE materials
- Site operator has written permission from the site owner (if different from the operator) to collect WEEE at the site.

**All documentation must be received by OES within 30 days of receiving approval to operate as an OES Collection Site*

Declaration

Site operators will be required to confirm that each location which they would like to register as an OES collection site meets all the above requirements

Following this, applicants will gain access to the remainder of the OES registration system.

Operators that are unable to meet the requirements are encouraged to complete the site pre-registration when all requirements are in place.

Transportation between Collection Sites

Collector may transfer collected Acceptable WEEE between two locations controlled solely by it, provided both locations must comply with all provisions of Section 2 of this Agreement and have the prior acceptance by OES.

For more information contact: services@ontarioelectronicstewardship.ca



SCHEDULE "D"

Protection of Private and Personal Information

Collector agrees as follows:

(a) Collector shall display in prominent location(s) at its Approved Collection Site(s) such notices or signage as OES may from time to time require and/or provide or make available to persons or entities disposing of unwanted WEEE ("Owners") such educational or other information or materials as OES may from time to time provide to Collector, including in regard to (but not limited to): (a) the importance of destroying any User Data contained on or within unwanted WEEE and the risks or perils of neglecting secure data destruction; (b) references to sources of information on methods of secure data destruction; and (c) the responsibility of Owners to ensure that any User Data is removed or destroyed from their WEEE prior to collection by, or drop off to, Collector.

(b) Collector, prior to accepting WEEE from Owners, may ask Owners if they have safely and permanently destroyed any User Data on or within the WEEE. Collector may request that an Owner sign an acknowledgement to such effect. Collector may refuse to accept any WEEE that an Owner indicates has not been properly scrubbed of all User Data.

(c) Collector shall comply with all policies, rules and/or security standards issued by OES from time to time in order to protect User Data on collected WEEE from unintended or unauthorized use or disclosure. Without limiting the foregoing, any collected WEEE which may contain User Data must be stored by Collector at an Approved Collection Site, in a secure location, indoors or suitably sheltered from the elements, that is not accessible to the general public.

(d) Collector agrees that it shall not use, operate or remove any parts or items from, or otherwise disassemble, collected WEEE.

(e) Without limiting the foregoing, Collector agrees that it: (i) shall treat as confidential any and all User Data, including but not limited to, any personal information that under the *Personal Information Protection and Electronic Documents Act* (Canada) or any other federal or provincial statute, rule, regulation or guideline relating to privacy, is subject to protection; and (ii) shall not use, disclose or otherwise permit access to any such User Data for any purpose whatsoever, except as required by law. The foregoing shall not prevent or prohibit Collector from packaging and shipping collected WEEE as contemplated herein.

(f) Collector shall at all times comply with all applicable laws and regulations. Without limiting the generality of the foregoing, Collector acknowledges that it may be subject to certain laws and regulations regarding the privacy and protection of Personal Information (defined below) including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable federal or provincial statute, rule, regulation or guideline relating to privacy, and that any receipt or use of Personal Information by it may also be subject to compliance with such laws and regulations. "Personal Information" shall have the meaning set out in the *Personal Information Protection and Electronic Documents Act* (Canada), as such Act may be amended from time to time, and shall include, without limiting the generality of the foregoing, any personally identifiable information or data concerning or relating to individuals that Collector may acquire from WEEE in performing the services contemplated under this Agreement. Collector is expressly prohibited from using any Personal Information or any other User Data for any purpose whatsoever. Collector agrees that Personal Information shall not be given, sold, traded, transferred or exchanged in any way to any third party for any use whatsoever except as required by law or when expressly permitted hereunder and the transferee has agreed to comply with the provisions of



this Schedule D. The foregoing shall not prevent or prohibit Collector from packaging and shipping collected WEEE as contemplated herein.

(g) Collector shall be responsible for ensuring that its employees, contractors, agents and/or volunteers are made aware of, properly trained in, and agree to abide by the procedures and obligations set forth in this Section.

(h) Collector agrees to permit OES and its designated representatives and agents to monitor its compliance with these provisions, including without limitation, to inspect Approved Collection Sites at any time and from time to time.

(i) If at any time Collector becomes aware of any breach or unauthorized access to, or unauthorized use, disclosure or loss of, any User Data, Collector will promptly notify OES and cooperate in all reasonable respects with OES to minimize the impact of the unauthorized access, use, disclosure or loss and any damage resulting therefrom and to assist in providing notification to the proper parties as OES deems necessary or reasonably requests.

(j) Collector's obligations under this Section will survive the termination or expiry of this Agreement, for whatever reason.



SCHEDULE “E”

List of Collection Sites Covered Under this Agreement – As of April 1, 2010

788090 Grey Rd 13, The Towns of Blue Mountain, Ontario, N0H 1J0