

**STAFF REPORT:      ENGINEERING & PUBLIC WORKS SOLID WASTE DIVISION**



**REPORT TO:**                Infrastructure & Recreation Committee  
**MEETING DATE:**        October 13, 2009  
**REPORT NO.:**              EPW.09.098  
**SUBJECT:**                Electronic Waste Collector Contract  
**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.09.098, "Electronic Waste Collector Contract" and;

That the associated contract be signed and executed by Mayor and Clerk.

**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, to establish an industry funding organization and to submit a Phase 1 WEEE plan by February 2008. The plan was approved by the Minister in July 2008 and the program was launched on April 1, 2009.

**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 program. Since that time the Landfill Site has diverted 22 freight bins of electronic waste or approximately 5,400 kg of material.

Under the program conditions the Town receives \$165/tonne of material collected and packaged. Most of the expense of running the site as a collector site is involved with the site operator's time and wages. Approximately, 10% of the operators time is spend packing the WEEE material into freight bins and organizing the associated service request forms and bills of lading. All storage and packing materials are provided and delivered to the Town free of charge as part of the program. Collection, transportation and processing of the WEEE material are the responsibility, both physically and financially, of OES.

The Solid Waste Division is making use of a refurbished recycling roll-off container located in the fenced enclosure. This arrangement protects the WEEE from moisture and tampering. The container is of a sufficient size to store the minimum shipment quantity of 6 bins plus over flow.

Following the introduction of the program in April of 2009, 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.

### **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**

<b>Item</b>	<b>Description</b>	<b>Amount</b>
Staff Time related to E-waste program	10% of Site Operators wages and benefits	\$5,500.00
Revenue for 11 tonne of WEEE	Anticipated material revenues on 11tonnes	(\$1,815.00)
Savings in landfill space and long term liability for 11 tonnes of WEEE	If the value of landfilling one tonne of waste is \$100.00	(\$1,100.00)
<b>Total</b>		<b>\$2,585.00</b>

### **F. Attached**

1. Figure 5.1 – WEEE Material Flow and OES Funding
2. Collection Site Operator Agreement

Respectfully submitted,

---

**Jeffery Fletcher**

Manager of Solid Waste and Environmental Initiatives

---

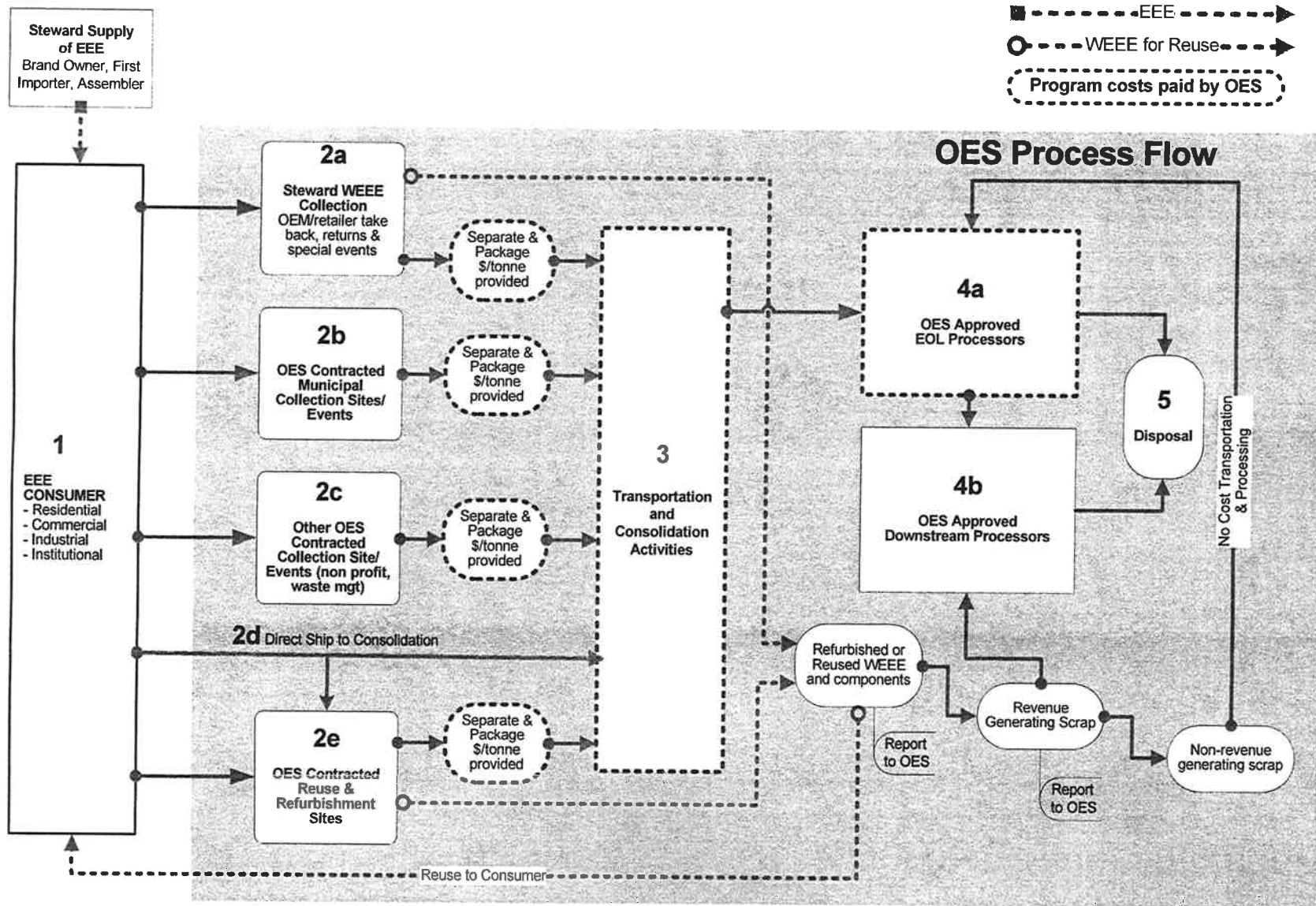
**Reg Russwurm**

Director of Engineering and Public Works

For more information, please contact:

Jeffery Fletcher  
jfletcher@thebluemountains.ca  
(519) 599-3131 x238

Figure 5.1 - WEEE Material Flow and OES Funding



Notes: 1) OES acknowledges that some WEEE will be managed outside of the program through non-OES contracted operations that include one or more of the following: reuse, refurbish, processing, disposal and export outside of Ontario.  
2) OES pays for transportation from 2a, 2b, 2c and 2e to consolidation centres  
3) OES also pays for administration, program delivery, WDO, P&E, and R&D



## COLLECTION SITE OPERATOR AGREEMENT

**THIS AGREEMENT** is made the 1st day of April, 2009, between:

ONTARIO ELECTRONIC STEWARDSHIP, a corporation without share capital continued under the *Waste Diversion Act, 2002*, with a principal office address of 26 Wellington Street East, Suite 601, Toronto, Ontario, M5E 1S2 ("OES")

- and -

THE CORPORATION OF THE TOWN OF BLUE MOUNTAINS, a municipality constituted under the laws of Ontario, with a principal 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;
- 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 788090 Grey Road 13, The Town of Blue Mountains, Ontario N0H 1J0;

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 these 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 an 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](http://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 retrieved by a Transporter or, with the approval of OES, sent by the Collector either to an OES-approved processor or to an OES-approved reuse/refurbishment site;



- (d) complete and sign all required Bills of Lading in preparation for transportation, in the manner directed by OES from time to time;
- (e) submit to Collection Site Assessments by OES or OES's designated representative, at intervals which are reasonable in the sole judgement of OES;
- (f) use equipment and supplies provided by OES only for their intended purposes and in an efficient manner;
- (g) file an online collection report with OES, within 30 days of the end of each month, summarizing the previous month's activity;
- (h) 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; and
- (i) respond in a timely manner to all requests by OES for information relating to Acceptable WEEE.

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 any fines or regulatory orders made against it in the previous five (5) years;
- (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 or required by this Agreement, the WEEE Program, or OES's procedures. 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 certificate 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 necessary, to Approved Collection Sites;
- (f) make monthly payments to the Collector, 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;
- (g) post information regarding publically accessible Approved Collection Sites and/or collection events. The Collector may refuse to allow posting of information regarding its Approved Collection Site;
- (h) 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; and



- (i) provide 30 days' notice to Collector of changes to any of the following:
  - (i) handling incentive paid to collectors for Acceptable WEEE;
  - (ii) payment terms for collected Acceptable WEEE; and
  - (iii) contamination specifications for collected Acceptable WEEE.

10. **Suspension of Collector upon Default**

At its discretion, OES may by written notice suspend Approved Collection Site status and/or payments to the Collector for any one or more of the following reasons. The Collector shall be afforded the opportunity for the Collector to rectify the problem.

- (a) failing a Collection Site Assessment or failing to remedy the findings of a Collection Site Assessment within the period specified by OES;
- (b) failing to comply with any applicable law affecting the operation of the Approved Collection Site;
- (c) ceasing to participate as an Approved Collection Site in accordance with the requirements of this Agreement;
- (d) failing to provide accurate and fully-completed Bills of Lading;
- (e) contravening any of WEEE Collection Site requirements set out in Schedule C;
- (f) conviction of an offense under the *Environmental Protection Act* (Ontario); or
- (g) failing to comply with any provision of this Agreement.

11. **Termination by OES**

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.

12. **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.

13. **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.

14. **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.
- (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 first day after 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 not be compensated under the OES program.
- (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 14(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 and Non-Acceptable WEEE Material

WEEE Material Definitions Material	Inclusions	Exclusions
<b>Desktop Computers</b> – A desktop computer or computer terminal that requires a standard AC power plug for its primary source of power.	Includes products commonly referred to as: <ul style="list-style-type: none"> <li>- Desktops</li> <li>- Computers</li> <li>- Computer terminals</li> <li>- Desktops acting as servers</li> <li>- Thin Clients</li> <li>- Microcomputers</li> <li>- Minicomputers</li> </ul>	Computer terminals that are embedded into non-Phase 1 products  Portable computers identified in Phase 2 (e.g. PDA's)  Products classified as Computer Peripherals under this Plan
<b>Portable Computers</b> – A computer that contains a Central Processing Unit (CPU) and that can operate through self-contained battery.	Includes products commonly called <ul style="list-style-type: none"> <li>- Laptops</li> <li>- Notebooks</li> <li>- Notepads</li> <li>- Tablet PC</li> </ul>	Portable computers identified in Phase 2 such as Personal Digital Assistant (PDA's) and other handheld devices
<b>Computer Peripherals</b> – Standalone disk drives, optical drives, computer mouse and keyboards.	Includes replacement computer components, and those Supplied as standalone products: <ul style="list-style-type: none"> <li>- CD-ROM, DVD, HD-DVD, and BluRay drives</li> <li>- Disk Drives</li> <li>- Computer Mouse</li> <li>- Computer Keyboard</li> </ul>	Speakers, cameras, microphones and other non-Phase 1 products  Internal components contained within the original desktop or portable computer at the time of supply
<b>Monitors</b> – A device that displays video image and does not have an embedded television tuner. The video images are displayed using a variety of technologies including Cathode Ray Tube (CRT), Liquid Crystal Display (LCD), and Plasma.	<ul style="list-style-type: none"> <li>- Computer monitors</li> <li>- Professional display monitors</li> <li>- Closed circuit monitor screens</li> </ul>	Displays that are embedded into non-Phase 1 product, where the monitor is not the primary product.
<b>Televisions</b> – A device that displays video image and has an embedded television tuner. The video images are displayed using a variety of technologies including Cathode Ray Tube (CRT), Liquid Crystal Display (LCD), Plasma, and Rear-Projection.	<ul style="list-style-type: none"> <li>- Televisions</li> <li>- Dual television and computer monitors</li> </ul>	Computer Monitors  Televisions that are embedded into non-Phase 1 products where the television is not the primary product (e.g. televisions within refrigerators)
<b>Printing Devices</b> – Printing devices that are designed to reside on a work surface and includes various printing technologies, including laser and LED, ink jet, dot matrix, thermal, dye sublimation, etc. and "multi-function" or "all in one" devices that perform different tasks such as copy, scan, fax, and print.	<ul style="list-style-type: none"> <li>- Standalone Desktop printers, portable PC-free photo printers</li> <li>- Camera dock printers</li> <li>- Desktop label, barcode, and card printers</li> <li>- Desktop fax machines</li> </ul>	Printing devices listed in Phase 2 including: <ul style="list-style-type: none"> <li>- Floor standing printers</li> <li>- Point of sale (POS) receipt printers</li> <li>- Handheld printers such as calculators with printing capabilities or label makers</li> <li>- Printing devices that are embedded into non-Phase 1 products, where the printer is not primary product</li> </ul>

#### Non-Acceptable WEEE

Includes all material that is not described in the acceptable material list.



## **SCHEDULE "B"**

### **Payment Schedule**

All approved OES Collection Sites that collect Acceptable WEEE from the public will receive **\$165/tonne** of material collected and packaged as per OES requirements.

Payment will, in accordance with section 9(f), 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; 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 three groups:

- Group 1 – Desktop and portable computers
- Group 2 – Display devices (including monitors and televisions)
- Group 3 – Printing devices and peripherals (mice, keyboards, external drives)

#### **Material Preparation**

Material groups will be/are properly contained:

- Group 1 – desktop and portable computers contained on shrink-wrapped pallets, in gaylord boxes, or in approved shipping containers.
- Group 2 – display devices contained on shrink-wrapped pallets, in gaylord boxes, or in approved shipping containers.
- Group 3 – printing devices and peripherals contained in bulk bags, in gaylord boxes, or in approved shipping containers.

### **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 OES Collector is 6 pallets (or equivalent) for sites in South Central Ontario, 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.

*For more information contact:* [customerservice@ontarioelectronicstewardship.ca](mailto:customerservice@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 expressly permitted hereunder.

(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.

