

**STAFF REPORT:      Engineering and Public Works – Solid Waste Division**



**REPORT TO:**            Infrastructure & Recreation Committee  
**MEETING DATE:**      February 23, 2010  
**REPORT NO.:**          EPW.10.027  
**SUBJECT:**             Ontario Tire Stewardship  
**PREPARED BY:**        Jeffery Fletcher, Manager of Solid Waste and Environmental Initiatives

**A. Recommendations**

THAT Council receives Report EPW.10.067 entitled “Ontario Tire Stewardship”; and

THAT Council approve that The Blue Mountains Solid Waste Disposal Site operate as a used tire collector site under the Ontario Tire Stewardship Program; and

THAT Council enact the associated amendment By-Law No. 2010 - XX, which rescinds all tipping fees in By-Law 2005-65 associated with the receipt of used tires at the Town Disposal Site effective February 1, 2010; and

FURTHER THAT Council approve the execution by Mayor and Clerk of the *Agreement of Registration with Ontario Tire Stewardship as a Collector.*

**B. Background**

On April 9, 2009, the Minister of the Environment (MOE) approved the Used Tires Program Plan submitted by Waste Diversion Ontario. In September of 2009 Ontario Tire Stewardship (OTS) launched a Used Tires Program. This program is designed to work with all aspects of the tire industry including post consumer product life.

A fee levied from tire producers and first importers will be collected by OTS at the time of tire production or importation. This fee will be distributed to organizations and business involved in the post consumer management of tires.

The Used Tires Program outlines four key roles:

- 1) Collectors (includes; tire retailers, vehicle dealers, auto service centres and dismantlers, municipalities and private waste management companies);
- 2) Haulers;
- 3) Processors; and
- 4) Recycled Product Manufacturers.

To take advantage of the available levies and benefits of the program, an organization must be registered with the program and operate within the roles and requirements of the OTS program.

The Town’s Waste Disposal Site is an ideal location to function as a Registered Collector Site under the OTS program.

The Site has an existing function as a tire collection site and adequate space for used tire storage. For the Town to be involved in this Program the Town will need to register with OTS as a Collector Site. The Town will also need to amend the Disposal Site fees (By-Law No. 2005-65) as Attachment #3 to rescind the collection of a fee for tire drop-off and execute the Collector Agreement. The amendment By-Law and Collector Agreement are included with this report as Attachment #1 and #2, respectively.

Town Staff have begun the process of registering the Disposal Site as a Collector Site. Under this Program the Town's Disposal Site will continue to be restricted to only accepting tires generated within the Municipality as specified in the Site's Certificate of Approval.

As a Collector, the following requirements will need to be met:

- reporting on types and quantity of tires received;
- obligation to accept used tire drop-offs for the types of used tires registered and not charge a fee;
- storage of tires in accordance with Ministry of the Environment and Fire Marshall and in a manner that ensures they are free of foreign material and excessive moisture;
- use of registered Haulers for pick up;
- keep records of number of used tires accumulated and the Hauler(s) who pick up; and
- before requesting pick up have a minimum accumulation of 50 tires.

This Program also involves incentives for Collectors and are outlined below:

- In the first year, the Collector will receive an allowance for tires;
  - \$0.88 per passenger/light truck, on/off road tire (10kg or less);
  - \$3.05 per medium truck, on/off road tire (more than 10kg);
- Free pick up of used tires by registered haulers; and
- Provided with point of sale OTS information brochures and posting of Town name on OTS website.
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Town Staff recommends registering and operating the Town Disposal Site as a Used Tires Collector Site as it fits appropriately into the existing diversion programs and will provide the Town with financial benefits.

### **C. The Blue Mountains' Strategic Plan**

This activity works with Strategic Action 2.5 *Develop a waste management strategy to meet diversion targets and address landfill capacity*, and will provide continued and potentially increased diversion of waste tires.

**D. Environmental Impacts**

The Ontario Used Tires Program is rooted in a plan to increase waste tire recycling, build a network of accessible collection sites and build the Province's processing and product manufacturing infrastructure. The program will also allocate levied fees to assist with the clean-up of existing tire dumps.

Locally, this program could assist Grey County's ability to build more crumb tire road ways. Also, an absence of tipping fees on tires at the Disposal Site may reduce the occurrence of private stockpiling of tires and dumping on public lands and water ways.

**E. Budget Impact**

The Disposal Site has carried an annual budget of \$10,000 for the removal and off-site management of used tires. With an estimated \$2,400 in revenue on 740 tires of various sizes collected annually. That leaves the budget under the non-OTS system in a net expense position of \$7,600 annually.

Under the OTS Collector Site Program the Town would receive an estimated annual financial incentive of \$1,357 as detailed in the table below. This cost is intended to compensate the Town for onsite temporary storage and administration of tire collection and record keeping.

Collection Incentive

<b>Tire Type</b>	<b># of Tires</b>	<b>Incentive per tire</b>	<b>Total</b>
Less than 10kg	413	\$0.88	\$363.44
Over 10Kg	326	\$3.05	\$994.30
Total			\$1,357.74

The Town would also avoid the cost of tire haulage and the expense of further management and processing. Effectively, the free tire hauling service will avoid the annual budget expense of \$10,000.

Without factoring in the minimal associate operator and administrative time, the budget for tire collection under the OTS program will be in a positive revenue position of approximately \$1,357 annually.

**F. Attached**

- 1) Amendment By-law No. 2010-XX
- 2) Collector Agreement – Agreement of Registration with Ontario Tire Stewardship as a Collector
- 3) Solid Waste Management Fees By-Law No. 2005-65

Respectfully submitted,

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**Jeffery Fletcher**  
Manager of Solid Waste and Environmental Initiatives

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**Reg Russwurm**  
Director of Engineering and Public Works

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**CORPORATION OF THE  
TOWN OF THE BLUE MOUNTAINS  
BY-LAW NO. 2010 –**

Being a By-law to amend the Solid Waste Management Fees (By-Law No. 2005-65)

**WHEREAS** subsections 5(3) and 11(1) of the *Municipal Act* enable Council to pass By-laws respecting matters within the sphere of waste management;

**AND WHEREAS** Council of the Corporation of the Town of The Blue Mountains has enacted a Solid Waste Management Fees By-Law (By-law No. 2005-65)

**NOW THEREFORE** Council of the Corporation of The Town of The Blue Mountains hereby enacts as follows:

1. The Schedule of Tip Fees of By-law No. 2005-65 and specifically the Fee or Charge and Description for the Item of Tires is hereby deleted and replaced with the following:

Item	Description	Tires
Tires	All clean rubber tires without rims	\$0.00

2. This By-law shall come into force and take effect upon February 1, 2010.

**ENACTED and PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
**Ellen Anderson, Mayor**

\_\_\_\_\_  
**Corrina Giles, Acting Town Clerk**

## APPENDIX 3: Collector Agreement

# Agreement of Registration with Ontario Tire Stewardship as a Collector

**THIS AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the “**Effective Date**”) between ONTARIO TIRE STEWARDSHIP, a corporation without share capital continued under the Waste Diversion Act, 2002, with a principal office address of 405 The West Mall, Suite 500, Toronto, ON, M9C 5K7 (“**OTS**”) and \_\_\_\_\_, an organization constituted under the laws of - \_\_\_\_\_, with a principal office address of \_\_\_\_\_ (the “**Collector**”).

### RECITALS:

- A. OTS has been designated as the industry funding organization under the Act to be responsible for the collection and environmentally responsible recycling of Used Tires;
- B. The Collector wishes to operate a collection site for Used Tires and receive Collection Incentives in accordance with the Plan;
- C. The Collector has been approved by OTS as an approved Collector in accordance with the Plan; and
- D. The purpose of this Agreement is to set out the terms and conditions under which the Collector will operate a collection site under the Plan.

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

### ARTICLE 1 DEFINITIONS

- 1.1 In addition to the words and phrases defined in the recitals or elsewhere in this Agreement, as used in this Agreement, in any schedule hereto, in any amendment hereof, and in any documents to be executed and delivered pursuant to this Agreement, the following words and phrases have the following meanings, respectively:
  - (a) “**Act**” means the *Waste Diversion Act, 2002*, S.O. 2002 c.6 as amended from time to time;
  - (b) “**Agreement**” means this Agreement, including the schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section of other portion of this Agreement;
  - (c) “**Arbitration Guidelines**” has the meaning given in section 15.3;
  - (d) “**Audit**” has the meaning given in section 6.2;

- (e) “**Applicable Laws**” has the meaning given in section 3.1(n);
- (f) “**Change Notice**” has the meaning given in section 15.5;
- (g) “**Collection Incentives**” means the financial incentives, from time to time determined and payable by OTS to the Collector to support the Collector’s participation in the Plan as a registered collector;
- (h) “**Collector**” has the meaning given to that term in the listing of parties to this Agreement;
- (i) “**Effective Date**” ” has the meaning given to that term in the listing of parties to this Agreement;
- (j) “**Environmental Laws**” means any and all applicable laws, statutes, regulations, treatise, orders, judgements, decrees, official directives and all authorizations of any department or body of any federal, provincial, regional or municipal government of any agency thereof relating to the protection of the environment, including in particular, but without limiting the generality of the foregoing, the manufacture, use, storage, disposal and transportation of any Hazardous Substance;
- (k) “**Hazardous Substance**” includes any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, or hazardous substance as defined in or pursuant to any law, judgement, decree, order, injunction, rule, statute or regulation of any court, arbitrator or federal, provincial, state, municipal, county or regional government or governmental authority, domestic or foreign, or any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing to which the Collector is subject;
- (l) “**Inventory Report**” means any report submitted by the Collector with regard to the inventory of Used Tires and/or parts thereof held on the Collector’s premises and/or in the Collector’s inventory, as at a certain date;
- (m) “**Mediation Guidelines**” has the meaning given in section 15.3;
- (n) “**Minister**” means the Minister of the Environment for Ontario;
- (o) “**OTS**” has the meaning given to that term in the listing of parties to this Agreement;;
- (p) “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; and Parties means every Party;
- (q) “**Plan**” means the Used Tires Program Plan submitted by OTS on 27 February 2009 and approved by Waste Diversion Ontario and the Minister of Environment;
- (r) “**Processor**” means a business that processes Used Tires into material that can be further processed in order to recover specific components within the same organization or sent to downstream processors for use as a raw material in another process, and which has registered with OTS and entered into a Processor Agreement with OTS;

- (s) “**Registered Hauler**” means a person or corporation engaged in the business of collecting and transporting Used Tires to Processors, and which has registered with OTS and entered into a Hauler Agreement with OTS;
- (t) “**Registration System**” means the electronic database maintained by OTS in which registration and other information regarding Collectors is kept;
- (u) “**Rejection Notice**” has the meaning given in section 15.5;
- (v) “**Used Tires**” means used tires or parts of tires that that have not been refurbished for road use, or that, for any reason, are not suitable for their intended purpose;
- (w) “**Used Tire Pickup**” means the retrieval of Used Tires from Collector by Registered Haulers;
- (x) “**WDO**” means Waste Diversion Ontario;

## **ARTICLE 2 INDEPENDENT CONTRACTORS**

- 2.1 The Parties hereto are and shall at all times in the performance of this Agreement be independent contractors and neither Party shall have the authority to assume or create any obligations expressed or implied, in the name of the other Party, nor to contractually bind the other Party in any manner whatsoever.

## **ARTICLE 3 RESPONSIBILITIES OF COLLECTOR**

- 3.1 The Collector hereby agrees to:
- (a) abide by the requirements set out in this Agreement;
  - (b) use the system of manifests and documents created by OTS to record and report all transactions involving Used Tires, as the system is modified by OTS from time to time in its sole discretion;
  - (c) store all Used Tires in accordance with all requirements made from time to time by the Ontario Ministry of the Environment and the Ontario Office of the Fire Marshal;
  - (d) store all Used Tires in a manner that ensures they are free of foreign material and excessive moisture, secure, and accessible for efficient pickup;
  - (e) with the exception of Used Tires culled by the Collector, ensure that all Used Tires are released only to Registered Haulers;
  - (f) update any registration information provided to OTS in the Registration System as soon as possible after the information is changed;
  - (g) within five days after receiving a request from OTS, provide an Inventory Report regarding Used Tires on the Collector’s premises and/or in the Collector’s inventory at the time of the request, in such format as OTS shall direct;

- (h) report to OTS in the form required by OTS from time to time regarding Used Tires culled by the Collector;
- (i) fully and properly complete required documents in preparation for transportation by Registered Hauler of Used Tires, in the manner directed by OTS from time to time;
- (j) use equipment, supplies and service provided by OTS only for their intended purposes and in an efficient manner;
- (k) file all required documents and reports in the manner directed by OTS from time to time;
- (l) respond in a timely manner to all requests by OTS for information relating to Used Tires;
- (m) comply, abide by and carry into effect, as may be required, the objectives of, and the obligations imposed upon the Collector contained in and set out in this Agreement and the Plan; provided that to the extent any provision of the Plan may conflict with a term or terms of this Agreement, then the Plan shall prevail;
- (n) conduct itself in a professional and business-like manner in dealings with Registered Haulers, Processors, members of the public and OTS;
- (o) comply at all times with all laws issued by any government or governmental authority of Canada or any province of Canada, or any municipal, regional or other authority, including, without limitation, any governmental department, commission, bureau, board or administrative agency (“**Applicable Laws**”), which affect or govern the conduct and operation of the Collector, its business, and its performance under this Agreement; for greater clarity, the Applicable Laws include, without limitation, all laws relating to taxation, employment standards and compensation of workers, and the Environmental Laws; and
- (p) obtain and maintain all permits, certificates, licenses and other qualifications required under any Applicable Law.

**ARTICLE 4  
ADDITIONAL DUTIES OF COLLECTOR**

4.1 The Collector agrees to:

- (a) provide notice to OTS of any fines or regulatory orders relating to the Collector’s business made against it in the previous five years;
- (b) provide notice to OTS within five days after any fine or regulatory order relating to the substance of this Agreement made against it after the date hereof; and
- (c) provide OTS with all information reasonably required by OTS from time to time relating to or required by this Agreement, the Plan, or OTS’s procedures. Collector acknowledges that OTS has a right of access to such information during normal business hours and on 24 hours’ notice to the Collector.

**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES OF COLLECTOR**

- 8.6 No Collection Incentives will be paid to Collector with respect to Used Tires, tire parts or processed rubber held in Collector's inventory prior to September 1<sup>st</sup>, 2009.
- 8.7 The Collector shall not collect monies on behalf of OTS from any other person but in the event that such does occur notwithstanding the requirements of this section, those monies shall be held for the benefit of, and remitted (without deduction or set-off), forthwith to OTS.
- 8.8 OTS may withhold any and all monies payable to the Collector as Collection Incentives or other monies otherwise payable for any reason to the Collector in the event of a breach of this Agreement or a failure on the part of the Collector to provide all necessary reports or documentation as may be required by OTS under the terms of this Agreement or the Plan, if such breach or failure continues for 30 days after OTS has in writing demanded that such breach or failure be cured.

**ARTICLE 9  
SUSPENSION OF COLLECTOR UPON DEFAULT**

- 9.1 At its discretion, OTS may by written notice suspend the Collector's entitlements under this Agreement 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 to comply with any applicable law affecting the Collector's operation;
  - (b) failing to submit any required report or documentation to OTS;
  - (c) conviction of an offense under the *Environmental Protection Act* (Ontario);
  - (d) submitting an Inventory Report which is false or misleading in any way; or
  - (e) failing to comply with any provision of this Agreement.

**ARTICLE 10  
TERM & TERMINATION**

- 10.1 This Agreement shall commence on the Effective Date and continue thereafter until terminated as provided for herein.
- 10.2 OTS may immediately terminate this Agreement, in addition to any other remedies available at law or in equity, for cause in any of the following events:
- (a) if any warranty, representation or undertaking made by the Collector in this Agreement (or given in any other document related to this Agreement) is false or misleading in any respect;
  - (b) if any Inventory Report is false or misleading in any respect;
  - (c) if the Collector has breached any term or condition of this Agreement or the Plan provided that such breach continues for 30 days after OTS has in writing demanded that such breach be cured;

- (d) in the event that the Collector goes into liquidation or bankruptcy, or makes an assignment for the benefit of creditors, or makes any compromise with creditors or, in the event of insolvency, a proceeding is commenced by or against the Collector;
  - (e) the Plan is terminated by the Minister or any other governmental authority, or the program agreement between OTS and WDO is terminated, provided that prior notice of such termination is communicated to the Collector as soon as it is available;
  - (f) if the Collector transfers by sale, assignment, bequest, inheritance, by operation of law or other disposition, or shares issued by subscription or allotment, or shares cancelled or redeemed, so as to result in a change in the effective voting or other control of the Collector from the person or persons holding control on the date of execution of this Agreement without the written consent of OTS, such consent not to be unreasonably withheld; or
  - (g) in the event any other legal proceeding involving the Collector is instituted that in the reasonable opinion of OTS materially impairs the ability of the Collector to discharge its obligations hereunder.
- 10.3 Either Party may terminate this Agreement without Cause upon 90 days' written notice to the other Party.
- 10.4 Upon termination of this Agreement, OTS shall continue to pay Collection Incentives to the Collector with respect to services performed before the termination of this Agreement (notwithstanding that claims for such services may be submitted to OTS after or termination of this Agreement).

#### **ARTICLE 11 INDEMNITY & INSURANCE**

- 11.1 The Collector covenants and agrees with OTS to indemnify and hold harmless OTS, its directors, officers, employees and agents against all costs, charges, expenses, legal fees and any other losses or claims which OTS may hereinafter suffer, sustain or may incur or be compelled to pay as a result of any performance or non-performance by Collector of its obligations hereunder, or any claim, action or proceeding which is brought, prosecuted or threatened against OTS, its directors, officers, employees and agents for any act, deed or omission of the Collector arising from the breach of this Agreement, the Plan, or any applicable law.
- 11.2 The Collector, for itself, its successors and assigns, agrees to release OTS and its officers, directors, employees and agents from all manners of action, causes of action, claims, demands, losses, damages, charges, expenses and the like, of any nature whatsoever which the Collector ever had, now has or hereafter can, shall or may have against OTS and its officers, directors, employees and agents arising out of or in connection with this Agreement provided that all acts, deeds or omissions or the alleged acts, deeds or omissions in respect of which any action, cause of action, claim, demand, loss, damage, charge, expense and the like is based or performed in good faith, and when not performed or omitted to be performed fraudulently or in bad faith by OTS, its directors, officers, employees or agents.

- 11.3 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 \$1,000,000, containing a severability of interests and cross-liability clause, and deliver to OTS on request a certificate of insurance thereof.

**ARTICLE 12  
LIMITATION OF LIABILITY**

- 12.1 Collector acknowledges and agrees that at no time shall OTS take possession of any Used Tires and that OTS shall not, in any event, be liable under any theory of liability to Collector, the previous owner(s) or user(s) of any Used Tires 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 loss, improper use, improper culling, improper transfer or sale, improper disposal or environmental degradation resulting, proceeding or connected in any way to Used Tires.

**ARTICLE 13  
PUBLICATION OF INFORMATION**

- 13.1 The Collector understands that its name, main contact information, and the registration number assigned to it by OTS, as well as information regarding the Collector’s operation, may be published by OTS on OTS’s website or other publically-accessible websites. OTS 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 it for any losses, claims and damages arising out of negligent disclosure of any confidential information.

**ARTICLE 14  
MODIFICATIONS TO PLAN**

- 14.1 The parties agree and understand that the Plan may be revised from time to time without the input or consent of the Collector, and the Collector shall be bound by each revised version of the same as each revision may be issued, as though each was set out herein and formed a contractual obligation upon the Collector and the Collector covenants and agrees to abide by, comply with and satisfy such revised Plan.
- 14.2 In the event of the Plan or any part of it being cancelled or altered, then OTS shall issue notice to that effect.
- 14.3 The incentives payable and the payment schedule implemented by OTS may be modified from time to time. All changes will be posted on OTS’s internet web site no less than 60 days before the effective date of such change.

## ARTICLE 15 GENERAL

- 15.1 **Assignment.** The parties hereby agree that the Collector's rights under this Agreement are not assignable or transferable, in any manner, without the prior written consent of OTS, which consent may not be unreasonably withheld.
- 15.2 **Agreement Binding.** This Agreement shall ensure to the benefit of and be binding on the parties, their heirs, legal personal representatives, successors and permitted assigns.
- 15.3 **Dispute Resolution.** The parties agree that in the event of a dispute between them with respect to the terms or performance of this Agreement then such dispute shall first be subject to Mediation under Appendix 12 in the Plan, "**Mediation Guidelines**", and if such dispute is not able to be resolved through mediation, then it shall be subject to arbitration under Appendix 13 in the Plan, "**Arbitration Guidelines**".
- 15.4 **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 OTS at the address noted at the top of page 1 of this Agreement, 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.
- 15.5 **Amendment.** OTS retains the right to revise or amend this Agreement. OTS will give notice to the Collector of such change (the "**Change Notice**"). Unless the Collector gives notice to OTS (the "**Rejection Notice**") within 45 days of receipt of the Change Notice that the Collector OTS 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 OTS, this Agreement shall be terminated 30 days after the delivery by the Collector of the Rejection Notice and the Collector will forgo its approval status and not be compensated under the OTS program.
- 15.6 **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.
- 15.7 **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.

- 15.8 **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 herein, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound by it.
- 15.9 **Remedies.** No remedy herein conferred upon or reserved in favour of any party hereto shall exclude any other remedy herein or existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereinafter existing.
- 15.10 **Force Majeure.** Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party, including but not limited to Acts of God, acts of war, riot, fire, flood or other disaster, acts of government, strike, lockout or communication line or power failure.
- 15.11 **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.
- 15.12 **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.
- 15.13 **Time of Essence.** Time shall be of the essence of this Agreement and every part of it.
- 15.14 **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.
- 15.15 **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.

*[intentionally blank below this line]*

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

**ONTARIO TIRE STEWARDSHIP**

By:

\_\_\_\_\_

Name

Title

I have authority to bind the Corporation

**[NAME OF COLLECTOR]**

By:

\_\_\_\_\_

Name

Title

I have authority to bind the Collector

## APPENDIX 4: Collector Handling Allowances

PL/T Tires	\$0.88
Medium Truck (MT) Tires	\$3.05
OTR Tires ( < or = 1 PTE)	\$0.88
OTR Tires (> 1 PTE)	\$3.05

**Note:** Collection Allowances on PL/T and MT tires are determined based on the results of a 2008 OTDA Time and Motion Study. Collection Allowances for OTR tires are allocated based on tire size.

CORPORATION OF THE  
TOWN OF THE BLUE MOUNTAINS

BY-LAW NO.2005 - 65

Being a By-law to amend and confirm Solid Waste Management Fees

**WHEREAS** Subsections 5(3) and 11(1) of the *Municipal Act* enable Council to pass By-laws respecting matters within the sphere of waste management;

**NOW THEREFORE** Council of the Corporation of The Town of The Blue Mountains hereby enacts as follows:

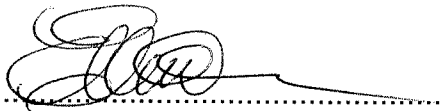
- Schedule "I" of By-law 2003 - 97 is hereby amended and confirmed in it's entirety by the following Schedule of Tip Fees:

ITEM	DESCRIPTION	FEE OR CHARGE
Authorized Waste	household, commercial, construction and demolition	\$100.00/tonne (set fee)
Authorized Waste	containing recyclable waste, reusable material, burnable waste, yard waste or non-acceptable waste	Twice the set fee
Recyclable Waste, Reusable Material, Contaminated soil, Yard Waste, and/or Burnable Waste	unloaded in the designated area and contaminated with non-conforming material	Twice the set fee
Scrap Metal and White Goods, Reusable Material, Burnable Waste, Yard Waste	placed in the designated area and free of non-conforming material	Half the set fee
Contaminated Soil	Owner must provide documentation of certified testing results and obtain Town approval, before delivery	\$125.00/tonne
Asbestos		Not Accepted
Chipped Wood	uncontaminated, untreated, unpainted wood chips	Free
Recyclable Material	any material defined as recyclables in the Town Collection By-law # 16/03	Free
Small Quantities of Waste Material	household, commercial, construction and demolition	\$5/visit minimum fee
Refrigerators, Freezers, Air Conditioners, Dehumidifiers	uncertified - certification fee	\$25 each
Propane Tanks	must be empty	\$2.00/tank
Tires	Without Rims: passenger tire made for rims up to 16.5" light truck made for rims up to 17.5" heavy truck made for rims up to 22.5"  With Rims: passenger tire made for rims up to 16.5" light truck made for rims up to 17.5" heavy truck made for rims up to 22.5"  bulk loads > 10 with or without rims	\$2.50/tire \$5.00/tire \$10.00/tire  \$4.50/tire \$7.00/tire \$13.00/tire  \$200.00/tonne

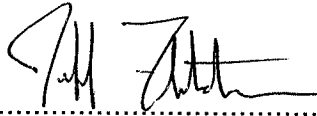
2. Schedule "B" of By-law 2003 - 16 is hereby confirmed.

Read a first and second time this 22<sup>nd</sup> day of August, 2005.

Read a third time and passed this 22<sup>nd</sup> day of August, 2005.



Ellen Anderson, Mayor



Jeffery Fletcher, Acting Deputy Clerk