

Appendix “A” – Summary of Key Terms in Draft Collector Agreement with Ontario Tire Stewardship

1. The City must store tires according to MOE and Fire Marshal Regulations and the policies of OTS and must use haulers registered by OTS to pick up Used Tires.
2. OTS shall pay the City a Collection Incentive at the rate determined by OTS and approved by WDO from time to time.
3. OTS will pay Collectors \$0.88 per passenger/light truck (PLT) tire (\$88.00 per tonne) and \$3.05 per Medium Truck and Off the Road tires (\$305.00 per tonne).
4. The City may not charge additional fees to people who deliver 4 or less Used Tires to the City’s transfer stations but may charge additional fees for a delivery of 5 or more Used Tires.
5. OTS may terminate the agreement immediately if the City breaches any terms or conditions of the agreement or the OTS plan, if the City submits false inventory reports or if the Ministry terminates the program.
6. The parties agree that in the event of a dispute, resolution will be first subject to Mediation under Appendix 12 of the Used Tire Program Plan, and if such dispute is not able to be resolved by mediation then it shall be subject to arbitration under Appendix 13 of the Used Tire Program Plan.
7. The City shall indemnify OTS for all costs, expenses, claims, demands, actions, causes of action or any other loss suffered by OTS arising out of the performance or non-performance of the City under the agreement.
8. The City is required to have comprehensive general liability insurance of at least \$1,000,000.00 per occurrence.
9. The City agrees that OTS will never take possession of the Used Tires and that OTS will not be held liable to anyone for any damages, direct or indirect for the improper use, disposal or environmental degradation connected in any way to the Used Tires.
10. The Used Tire Program Plan may be revised from time to time without the input of the City, and the City shall be bound by each revised version.
11. OTS retains the right to revise or amend this agreement. OTS will give notice to the City of such a change and the City shall have 45 days to indicate whether the changes are acceptable. If the changes are not acceptable this agreement will be terminated.