Appendix 8: Terms and Conditions for Collectors

The following Operating Policies for Collectors will be further detailed as part of the Operating Plan and pre-implementation development work to be done upon Minister's approval of the Scrap Tire Diversion Program Plan.

- Must register with OTS in order to qualify for free pickup of whole program tires
- Must not charge consumers an additional fee for the management of tires following the removal of the tire from the vehicle
- Must participate in OTS manifest system
- Must store tires according to MOE and Fire Marshal Regulations
- Must store tires in a manner that ensures they are free of foreign material and excessive moisture, are secure and are accessible for efficient pick-up
- Must use OTS registered Haulers
- Schedules for pick-up of tires will be contingent on volumes generated. A minimum of 75 tires will be required unless otherwise negotiated between the hauler and the collector (these relationships will be established on an individual basis).
- Collectors and Haulers are free to negotiate an extra charge for tires that are on rims, non-program tires, etc..

In return for meeting these Terms and Conditions OTS will ensure the Collector receives:

- No-charge used tire hauling service for volumes of used tires greater than 50 PTE in southern Ontario and 75 PTE in northern Ontario;
- The applicable collector handling allowance;
- Service within an agreed-upon timeframe enumerated in the Program Plan;
- OTS P&E materials.

Appendix 9: Used Tire Tracking Manifest

Tire Stewardship Ontario	**FORM A** **Generator Tire Collection Receipt**	AXXXXXX

PART 1 - GENERATOR

Scrap Tire Generation				
BY:	Retailer		Auto Dismantler	
	Land Fill		Other	

Name	
Registration Number	
City	
Telephone	
Generation Period	, 20

I certify that these tires were generated in Ontario

Signature of Generator

Scrap Tire Disposal

Scrap Tire Disposal	
Delivered To:	
Name	
Location	
Delivered By:	
Transporter Name	
Telephone	
Date Picked Up	

Scrap Tires	Quantity
Passenger and Light Truck Tires	1
Medium Truck Tires	2
Agricultural Drive Tires	3
Logger / Skidder Tires	4
Total Tires (1) + (2) + (3) + (4)	5

PART 2 - COLLECTOR

	Quantity	
Scrap Tires Sold or Used as Whole Tires	For used tire market retreading or other uses	6
Net Scrap Tires Delivered for Processing / End Use	LINE (6) – (5)	7

Signature of Generator | Print Name | Bill of Lading No.

PART 3 - PROCESSOR / END USER

I acknowledge receipt of the tires on line (7), Part 2 for processing / recycling

Signature of Processor / End User | Date | Registration No.

For Deliveries of more than 500 tires:

Ticket No. | Scale Weight

Appendix 10: Terms & Conditions for Haulers

The following Operating Policies for Haulers will be further detailed as part of the Operating Plan and pre-implementation development work to be done upon Minister's approval of the Scrap Tire Diversion Program Plan.

- Must be registered with OTS to haul program tires
- Scrap tires must only be delivered to OTS registered Processors
- Must pick up program tires from Collectors at no charge subject the established terms & conditions
- Must use and complete OTS Used Tire manifest system
- Must provide detailed information to OTS on final destinations and end-uses of exported tires
- Hauler paid by OTS upon delivery of tires to an OTS registered processor
- Haulers may charge Collectors a surcharge for tires on rims, non-program tires, etc..

Southern Ontario

- Collectors and haulers will set arrangements for tire pick-up to give both parties respectively certainty of pick-up service frequency and recovery volume and timing;
- Service threshold: 3 day pick-up from the time of a call and a minimum pick-up threshold of 50 tires;
- No mandatory requirement for repeat service within 5 days of last pick-up
- Failing the first hauler providing service within 3 days, collectors must call at least 2 other haulers before approaching OTS for relief (and potential invoking of the dispute resolution mechanism).

Northern Ontario

- Collectors and haulers will set arrangements for tire pick-up to give both parties respectively certainty of pick-up service frequency and recovery volume and timing;
- Service threshold: 5 day pick-up from the time of a call and a minimum pick-up threshold of 75 tires;
- No mandatory requirement for repeat service within 7 days of last pick-up
- Failing the first hauler providing service within 5 days, collectors must call at least 2 other haulers before approaching OTS for relief (and potential invoking of the dispute resolution mechanism).

In return for meeting these Terms and Conditions OTS will ensure the Hauler receives:

- The applicable transportation incentives;
- Payment within an agreed-upon timeframe enumerated in the Program Plan;
- OTS P&E materials.

Appendix 11: Terms & Conditions for Processors

The following Operating Policies for Processors will be further detailed as part of the pre-implementation development work to be done upon Minister's approval of the Used Tire Diversion Program Plan.

• Must be registered and sign Processor Agreement with OTS to be eligible for Processor credits.

• Processing incentives paid only on proof of sale of TDP's

• Processing incentives will not be paid on scrap tires held in Processor inventory prior to program commencement date

In return for meeting these Terms and Conditions OTS will ensure the Processor receives:

• The applicable processing incentives;

• Payment within an agreed-upon timeframe enumerated in the Program Plan;

• OTS P&E materials.

OTS reserves the right at any time to reduce, refuse to pay or recover all or part of processing incentives in respect of TDP's sold or delivered to a person situated outside of the Province of Ontario (the "**export jurisdiction**") which may, in the opinion of OTS, result in a violation of the laws of Canada or the export jurisdiction or which may result in the possibility of administrative or legal action against OTS, WDO or the Governments of Ontario or Canada or the possibility of trade sanctions against TDP's originating from Ontario.

OTS reserves the right at any time to reduce, refuse to pay or recover all or part of processing incentives in respect of TDPs sold or delivered to a person situated outside of the Province of Ontario (the "**export jurisdiction**") which may, in the opinion of OTS, result in a violation of the laws of Canada or the export jurisdiction or which may result in the possibility of administrative or legal action against OTS, WDO or the Governments of Ontario or Canada or the possibility of trade sanctions against TDPs originating from Ontario. Trade problems could include sale at local prices which are lower than Ontario prices ("dumping") or sale at any price of subsidized goods which could trigger under local laws the right to take administrative or legal action, including the imposition of countervailing duties or interprovincial trade sanctions.

Appendix 12: Mediation Guidelines

The following rules and procedures shall apply with respect to any matter to be mediated by the parties under the terms of the Agreement.

1. Selection of Mediator

The Parties shall have seven Business Days from the Submission Date to agree upon a mutually acceptable mediator who shall be at arm's length from each Party and shall not be a member of the audit or legal firm or firms who advise either Party, nor a person who is otherwise regularly retained by either of the Parties (the "**Mediator**"). If no Mediator has been selected within such time, the Parties agree to jointly request that the *Arbitration & Mediation Institute of Ontario Inc.* (or another mutually agreed-upon provider of mediation services) supply, within five days of the expiry of the seven day period above, a list of potential candidates to be the Mediator with qualifications as specified by the Parties in the joint request. Within days of the delivery of the list, the Parties shall independently rank the proposed candidates, shall simultaneously exchange rankings, and shall appoint as the Mediator the individual receiving the highest combined ranking who is available to serve in the role of Mediator.

2. Time and Place for Mediation

In consultation with the Mediator, the Parties shall promptly designate a mutually convenient time and place for the mediation and, unless circumstances require otherwise, such time shall not be later than seven days after the selection of the Mediator.

3. Summary of Views

At least 48 hours prior to the first scheduled session of the mediation, each Party shall deliver to the Mediator and to the other Party, a concise written summary of its views regarding the facts and issues of the dispute. No such written summary shall be longer than five pages in length.

4. Staffing at Mediation

In the mediation, the Parties may be represented by counsel. In addition, the Parties may bring such additional persons (not exceeding five in number) as needed to respond to questions, contribute information and participate in the mediation.

5. Conduct of Mediation

The Parties, in consultation with the Mediator, will agree upon a format for the mediation, designed to ensure that the Mediator and each Party will have an opportunity to hear oral presentations of the other Party's views on the matter of the dispute, and that each Party will attempt to resolve the dispute with the assistance of the Mediator. To this end, the Mediator is authorized to conduct both joint meetings and separate private caucuses with each Party in accordance with the agreed-upon format for the mediation.

6. The Mediator's Views

Any opinions or recommendations of the Mediator shall not be binding on any Party. The Mediator shall not be liable for any act or omission in his or her role as Mediator.

7. Length of Mediation

The Parties agree that the mediation will be concluded within 60 days after the date of the selection of the Mediator (the "**Mediation Period**") unless the Parties and the Mediator agree in writing to extend the Mediation Period.

8. Withdrawal from Mediation

Any Party may withdraw from the mediation at any time by notifying the Mediator and the other Party in writing of its intent to withdraw, whereupon the provisions of Section 13.1 (c) of the Agreement regarding arbitration shall apply.

9. Conclusion of Mediation

If the Parties are able to agree upon mutually acceptable settlement terms within the Mediation Period, the Mediator, or one of the Parties at the Mediator's request, shall draft a written settlement document incorporating all settlement terms. This draft settlement document will be provided to the other Party, edited as necessary and formally executed by both Parties and the Mediator.

If the Parties are unable to agree upon mutually acceptable settlement terms within the Mediation Period, the Mediator shall, within five days of the expiry of the Mediation Period, submit to the Parties a final settlement proposal which the Mediator considers equitable to both Parties. The Parties shall have five days to consider such proposal and to individually indicate to the Mediator whether such Party is willing to accept the final settlement proposal. If a Party does not respond within such five day period, such Party shall be deemed to have rejected the final settlement proposal, whereupon the provisions of Section 13.1 (c) of the Agreement regarding arbitration shall apply.

10. Fees of Mediator, Disqualification

Each Party shall bear its own costs with respect to the mediation and the fees of the Mediator shall be shared equally between the Parties, including a Party who has withdrawn from the mediation. The Mediator shall be disqualified as a witness, consultant, expert or counsel for either of the Parties with respect to the matters of the dispute and any related matters. If the dispute proceeds to arbitration, the mediator shall not serve as arbitrator, unless both Parties agree otherwise.

11. Confidentiality

All mediation sessions shall be confidential and no stenographic, visual, audio or electronic records shall be made of any one of them. All conduct, statements, promises, offers, views and opinions, whether oral or written, and all documents and records made or provided in the course of the mediation by either Party, either Party's agent, employee, representative or other invitee and by the Mediator (who will be the Parties' joint agent for the purposes of the mediation) shall be held strictly in confidence by both Parties and the Mediator. Any conduct, statements,

promises, offers, views, opinions, documents and records shall not be discoverable or admissible for any purposes, including impeachment of any witness in any litigation or other proceeding involving either of the Parties, and shall not be disclosed to anyone who is not an agent, employee, expert, witness, or representative of a Party unless required to do so by law; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

Appendix 13: Arbitration Guidelines

The following rules and procedures shall apply with respect to any matter to be arbitrated by the Parties under the terms of the Agreement.

1. Initiation of Arbitration Proceedings

(a) If either Party to the Agreement wishes to have any matter under the Agreement arbitrated in accordance with the provisions of the Agreement, it shall give notice to the other Party hereto specifying particulars of the matter or matters in dispute and proposing the name of the person it wishes to be the single arbitrator (the "**Arbitration Notice**"). Within 15 days after receipt of such notice, the other Party to this Agreement shall give notice to the first Party advising whether such Party accepts the arbitrator proposed by the first Party. If such notice is not given within such 15 day period, the other Party shall be deemed to have accepted the arbitrator proposed by the first Party. If the Parties do not agree upon a single arbitrator within such 15 day period, either Party may apply to a judge of the Ontario Court, General Division under the *Arbitration Act*, 1991, S.O. 1991, chap. 17, (the "**Arbitration Act**") for the appointment of a single arbitrator (the "**Arbitrator**").

(b) The individual selected as Arbitrator shall be qualified by education and experience to decide the matter in dispute. The Arbitrator shall be at arm's length from both Parties and shall not be a member of the audit or legal firm or firms who advise either Party, nor shall the Arbitrator be an individual who is, or is a member of a firm, otherwise regularly retained by either of the Parties.

2. Submission of Written Statements

(c) Within 20 days of the appointment of the Arbitrator, the Party initiating the arbitration (the "**Claimant**") shall send the other Party (the "**Respondent**") a Statement of Issue setting out in sufficient detail the facts and any contentions of law on which it relies, and the relief that it claims.

(d) Within 20 days of the receipt of the Statement of Issue, the Respondent shall send the Claimant a Responding Statement stating in sufficient detail which of the facts and contentions of law in the Statement of Issue it admits or denies, on what grounds, and on what other facts and contentions of law it relies.

(e) Within 20 days of receipt of the Responding Statement, the Claimant may send the Respondent a Statement of Reply.

(f) The Statement of Issue, Responding Statement and Statement of Reply shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the Party concerned relies and which have not previously been submitted by the other Party, and (where practicable) by any relevant samples.

(g) After submission of all the Statements, the Arbitrator will give directions for the further conduct of the arbitration.

3. Meetings and Hearings

(h) The arbitration shall take place in the City of Toronto, Ontario or in such other place as the Claimant and the Respondent shall agree upon in writing. The arbitration shall be conducted in English unless otherwise agreed by the Parties and the Arbitrator. Including the final hearing, the arbitration shall be concluded within 90 days after delivery of the Arbitration Notice to the Respondent, subject to extension of such time period for a fixed period by written agreement of both Parties or by notice given by the Arbitrator to both Parties because of illness or other cause beyond the Arbitrator's control. Subject to any adjournments which the Arbitrator allows, the final hearing will be continued on successive working days until it is concluded.

(i) All meetings and hearings will be in private unless the Parties otherwise agree.

(j) Any Party may be represented at any meetings or hearings by legal counsel.

(k) Each Party may examine, cross-examine and re-examine all witnesses at the arbitration.

4. The Decision

(l) The Arbitrator will make a decision in writing and, unless the Parties otherwise agree, will set out reasons for decision in the decision.

(m) The Arbitrator will send the decision to the Parties as soon as practicable after the conclusion of the final hearing, but in any event no later than 60 days thereafter, unless that time period is extended for a fixed period by the Arbitrator on written notice to each Party because of illness or other cause beyond the Arbitrator's control.

(n) The decision shall be final and binding on the Parties and shall not be subject to any appeal or review procedure provided that the Arbitrator has followed the rules provided herein in good faith and has proceeded in accordance with the principles of natural justice.

5. Jurisdiction and Powers of the Arbitrator

(o) By submitting to arbitration under these Rules, the Parties shall be taken to have conferred on the Arbitrator the following jurisdiction and powers, to be exercised at the Arbitrator's discretion subject only to these Rules and the relevant law with the object of ensuring the just, expeditious, economical and final determination of the dispute referred to arbitration.

(p) Without limiting the jurisdiction of the Arbitrator at law, the Parties agree that the Arbitrator shall have jurisdiction to:

(i) determine any question of law arising in the arbitration;

(ii) determine any question as to the Arbitrator's jurisdiction; determine any question of good faith, dishonesty or fraud arising in the dispute;

(iii) order any Party to furnish further details of that Party's case, in fact or in law;

(iv) proceed in the arbitration notwithstanding the failure or refusal of any Party to comply with these Rules or with the Arbitrator's orders or directions, or to attend any meeting or hearing, but only after giving that Party written notice that the Arbitrator intends to do so;

(v) receive and take into account such written or oral evidence tendered by the Parties as the Arbitrator determines is relevant, whether or not strictly admissible in law;

(vi) make one or more interim awards;

(vii) hold meetings and hearings, and make a decision (including a final decision) in Ontario or elsewhere with the concurrence of the Parties thereto;

(viii) order the Parties to produce to the Arbitrator, and to each other for inspection, and to supply copies of, any documents or classes of documents in their possession or power which the Arbitrator determines to be relevant;

(ix) order oral discovery, provided that oral discovery of both Parties shall be completed within a consecutive 14 day period unless agreed otherwise by both Parties;

(x) order the preservation, storage, sale or other disposal of any property or thing under the control of any of the Parties; and

(xi) make interim orders to secure all or part of any amount in dispute in the arbitration.

6. Costs, Disqualification of Arbitrator

Each Party shall bear its own costs with respect to the arbitration and the fees of the Arbitrator shall be shared equally between the Parties. The Arbitrator shall be disqualified as a witness, consultant, expert or counsel for either of the Parties with respect to the matters of the dispute and any related matters.

7. Arbitration Act

The rules and procedures of the Arbitration Act shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of these Rules of Arbitration.

Appendix 14: Guidelines for Tire Storage

As per the Ontario Fire Marshall (www.ofm.gov.on.ca)

Outdoor Tire Storage Yards

- *Application*

3.5.3.1.(1) Despite Subsection 3.5.2., this Subsection applies with respect to the outdoor storage of tires or shredded tires where the bulk volume of stored product exceeds 300 m^3.
(2) This Subsection does not apply where the stored tires or shredded tires are covered by a minimum depth of 150 mm of noncombustible material.
Rubber tire storage exceeding 300 m^3 in an outdoor area presents a significant fire/environmental hazard and deserves special consideration. Subsection 3.5.3. outlines requirements for outdoor storage of tires in excess of 300 m^3. As an alternative to complying with Subsection 3.5.3., the tires or shredded tires may be covered by a minimum of 150 mm of noncombustible material, such as earth.

3.5.3. Outdoor Tire Storage Yards

- *Prohibitions*

3.5.3.2.(1) Open air burning is prohibited in storage yards.
(2) Cutting, welding or heating devices shall not be operated in storage yards.
(3) Smoking is prohibited in storage yards except as provided in Subsection 2.4.3.
(4) Storage piles shall not be located beneath electrical power lines with a voltage in excess of 750 volts or that supply power to fire emergency systems.
The intent of Article 3.5.3.2. is to eliminate all ignition sources such as welding and cutting from yards where rubber tire storage exceeds 300 cubic metres. Smoking is allowed only in approved areas where it does not present a fire hazard. Electrical power lines may be damaged in cases of fire, cutting off emergency fire systems. For this reason storage piles must not be located beneath power lines as described in Sentence (4).

3.5.3. Outdoor Tire Storage Yards

- *Fire safety planning*

3.5.3.3.(1) Except as provided in Sentences (2) to (4), storage yards shall comply with the requirements of Section 2.8.
(2) The fire safety plan shall include provisions respecting access for water tanker shuttle operations within the fire department access routes, if water tanker shuttle operations are required in the circumstances of the storage yard.
(3) At least one copy of the fire emergency procedures shall be prominently posted and maintained at the storage yard.
(4) The telephone number of the fire department and location of the nearest telephone shall be posted conspicuously in attended locations.
Section 2.8 of the Ontario Fire Code details the requirements for emergency planning and fire safety plans. A fire safety plan must include: procedures for sounding the fire alarm, procedures for notifying the fire department, provisions for fire department access and training requirements for supervisory staff regarding their duties in the event of a fire. The requirements stated in Sentences (2) to (4) of Article 3.5.3.3., are specific to salvage operations. They are intended to increase effective response to fire emergencies and ensure that all employees of a salvage yard know and understand what to do in case of fire.

3.5.3. Outdoor Tire Storage Yards

- *Pile dimensions*

3.5.3.4.(1) Individual storage piles shall not be more than 3 m in height and 100 m^2 in area.
Individual storage piles must not exceed the dimensions described in Sentence 3.5.3.4.(1). Tire storage piles that are larger make it more difficult to contain and extinguish fires. The intent of this article is to limit the amount of fuel that an individual storage pile contains.

3.5.3. Outdoor Tire Storage Yards

- *Pile separations*

3.5.3.4.(2) Storage piles shall be separated by a clear space of at least 6 m from piles of other stored product.
The purpose of this Sentence is to limit the possibility of a fire spreading from one pile to another.

The 6 metre clearance:

- allows fire department vehicles and personnel access to all areas of a salvage yard
- helps prevent the spread of fire from burning tire storage piles to other materials stored in the yard.

3.5.3. Outdoor Tire Storage Yards

- *Pile clearance*

3.5.3.5.(1) Storage piles shall be located at least 15 m from property lines.
(2) Storage piles shall be located at least 15 m from buildings.
(3) Despite Sentence (2), the separation of storage piles from buildings may be determined in accordance with Appendix C, "Guidelines for Outdoor Storage of Scrap Tires", of NFPA 231D, "Storage of Rubber Tires", and NFPA-80A, "Protection of Buildings from Exterior Fire Exposures".
(4) Individual storage piles shall be separated from other piles of salvage by a clear space of at least 6 m.
The intent of Article 3.5.3.5. is to protect both buildings on the property and adjoining properties from damage due to storage of rubber tires and to prevent the spread of fire from one storage pile to another by requiring:

- At least 15 metres of clear space between storage piles and property lines;
- At least 15 metres of clear space between storage piles and buildings;
- At least 6 metres of clear space between all storage piles.

Under Sentence (3) the clearance between a storage pile and a building may be reduced, depending upon the construction features of the building. The standards referenced allow lesser clearances to be determined based upon the construction of the walls facing the storage piles.
3.5.3. Outdoor Tire Storage Yards

- *Clearances from vegetation*

3.5.3.6.(1) Storage yards shall be maintained free of combustible ground vegetation,

1. over a distance of 4.5 m from the stored product to grass and weeds, and
2. over a distance of 30 m from the stored product to brush and forested areas.

The purpose of this Article is to prevent a fire spreading along ground vegetation and involving the stored product.

3.5.3. Outdoor Tire Storage Yards

- *Fire breaks*

3.5.3.7.(1) Where the bulk volume of stored product is more than 4800 m^3, fire breaks shall be provided around the perimeter of each group of storage piles in accordance with Sentences (2) and (3).
(2) Individual storage piles shall be arranged so that there are not more than 16 individual storage piles per group.
(3) Fire breaks shall be at least 22 m wide.
The individual storage piles described here must conform to the storage pile dimension requirements stated in Sentences 3.5.3.4.(1) and (2):

- Not more than 3m in height and 100 square metres in area: $3 \times 100m^2 = 300m^3$.
- Be separated from other piles of stored product by at least 6m.

The intent of Article 3.5.3.7. is to limit the concentration of storage piles and ensure that an area, that is free of all other combustibles and at least 22m wide, is provided to allow access for fire department crews and vehicles, and to help prevent the spread of fire to other groups of stored tire piles.

3.5.3. Outdoor Tire Storage Yards

- *Alternative measures*

3.5.3.8. Despite Articles 3.5.3.4. to 3.5.3.7., other pile arrangements that will prevent the spread of fire and that are approved may be used.
This Article permits alternative pile arrangements to Articles 3.5.3.4. to 3.5.3.7. provided that fire spread is prevented and the arrangements are approved by the Chief Fire Official.

3.5.3. Outdoor Tire Storage Yards

- *Fire Department Access*

3.5.3.9.(1) Each tire storage yard shall be provided with fire access routes.
(2) The fire access routes shall,

1. have a clear width of at least 6 m,
2. be designed to support the loads imposed by fire fighting equipment,
3. be surfaced with material designed to permit accessibility under all climatic conditions,
4. be connected with a public thoroughfare in at least two places that are located as remotely as is possible in the circumstances from each other,
5. be located within all pile clearances identified in Sentence 3.5.3.5.(1), (2) or (3) and within all fire breaks required in Article 3.5.3.7.,
6. be within 50 m of any point in the storage yard where storage piles are located,
7. be at least 6 m from any storage pile, and
8. be maintained accessible and unobstructed at all times.

The intent of Sentences 3.5.3.9.(1) and (2) is to ensure that firefighters have access for bringing their equipment into the yard, getting to the fire quickly thereby increasing the efficiency of fire fighting efforts.

3.5.4. Outdoor Tire Storage Yards

- *Fire department access*

3.5.3.9.(3) Despite Sentences (1) and (2), alternate fire access routes may be provided if

1. the routes permit fire fighting vehicles and equipment access and permit the use of fire suppression techniques appropriate in the circumstances, and
2. the routes are approved.
3.

The intent of Sentence 3.5.3.9.(3) is to allow an alternate layout for Fire Department access in the yard.
Alternate fire routes may only be used where approved by the Chief Fire Official. The alternate access routes have to permit access for fire fighting vehicles and necessary equipment. These alternative fire access routes will permit the use of the fire suppression techniques that are appropriate for the respective yard.

3.5.3. Outdoor Tire Storage Yards

- *Fencing*

3.5.3.10.(1) Where the bulk volume of stored product is more than 600 m^3, the storage yard shall be surrounded by a firmly anchored fence or other approved method of security that controls unauthorized access to the storage yard.
(2) Where a fence is used, the fence shall be at least 1.8 m high and constructed to discourage entry.
(3) The fence shall have gateways with a clear width of at least 3.5 m.
(4) The gateways shall be high enough to permit the entry of fire department vehicles.
(5) The gateways shall be kept clear of obstructions so that the gates may be opened fully at all times.
(6) The gates shall be locked when the storage yard is not staffed.
The intent of Article 3.5.3.10. is to ensure the security of salvage yards, prevent malicious acts (e.g. arson), and to ensure that gateways will allow access by fire department equipment to salvage yards. Fencing, gateways and security precautions must comply with the requirements set out in this article. Alternative security measures are permitted where approved.

3.5.3. Outdoor Tire Storage Yards

- *Water supply*

3.5.3.11.(1) A public or private water supply shall be provided such that any part of the storage yard can be reached by using not more than 150 m of hose.
(2) When the quantity of stored product is between 300 m^3 and 1200 m^3, the water supply system shall be capable of supplying 1860 L/min for 3 hours.
(3) Where the quantity of stored product is 1200 m^3 or more, the water supply system shall be capable of supplying 3780 L/min for 3 hours.
The intent of Article 3.5.3.11. is to ensure that an adequate public or private water supply is available for fire fighting.
Where private or public fire hydrants are used, they must be situated such that any part of the salvage yard can be reached by using not more than 150 m of hose.

Quantity of stored product	**Minimum water supply required**
> 300 m^3 and < 1200 m^3	1860 L/min for 3 hours
1200 m^3 and more	3780 L/min for 3 hours

3.5.4. Outdoor Tire Storage Yards

- *Water supply*

3.5.3.11.(4) Where on-site reservoirs or other established water supplies are used as a fire department draft source to meet the requirements of Sentences (1), (2) and (3), they shall be equipped with dry hydrants in accordance with Appendix B of NFPA 1231, "Water Supplies for Suburban and Rural Fire Fighting".

The purpose of this Article is to ensure that on-site water supplies are readily accessible at all times by using dry hydrants that comply with Appendix B of NFPA 1231.

3.5.3. Outdoor Tire Storage Yards

- *Alternative measures*

3.5.3.12. Despite Article 3.5.3.11., other water supply systems or other measures may be used if the systems or measures will provide sufficient fire suppression capability in the circumstances and if the systems or measures are approved.

The intent of Article 3.5.3.12. is to allow the use of alternate water supply systems or, where water is not available, the use of other measures.

Alternative systems or measures may only be used where approved by the Chief Fire Official. These alternative systems or measures must have sufficient fire protection capability given the circumstances before they can be approved.

3.5.3. Outdoor Tire Storage Yards

- *Fire extinguishers*

3.5.3.13. Fuel-fired vehicles operating in the storage yard shall be equipped with a 2A:10BC or higher rated portable extinguisher conforming to the requirements of Section 6.2.

This requirement specifies that each fuel-fired vehicle operating in the storage yard shall be equipped with a listed 2A:10BC or higher rated portable fire extinguisher mounted in brackets designed to accommodate the effects of jarring or vibration.

Fuel-fired vehicles can be an ignition source. Faulty electrical systems, hot engines or exhaust systems may create enough heat to ignite materials.

Placing a fire extinguisher on the vehicle, provides the operator with immediate access to first aid fire fighting equipment.

Appendix 15: Municipal Used Tire Collection Points

Municipality	Total Households Served	Tires (tonnes)
	4,598,340.00	8,905.44
ALFRED AND PLANTAGENET, TOWNSHIP OF	3,684	63.00
ALGONQUIN HIGHLANDS,TOWNSHIP OF	4,262	18.83
ARMOUR, TOWNSHIP OF	2,255	51.15
ARNPRIOR, TOWN OF	3,456	4.60
ATHENS, TOWNSHIP OF	1,400	11.78
ATIKOKAN, TOWNSHIP OF	1,653	0.50
AUGUSTA, TOWNSHIP OF	2,874	4.00
BANCROFT, TOWN OF	1,655	8.21
BARRIE, CITY OF	47,678	112.77
BONNECHERE VALLEY, TOWNSHIP OF	1,732	16.68
BRANT, COUNTY OF	13,238	65.01
BRANTFORD, CITY OF	35,604	80.04
CARLING, TOWNSHIP OF	1,679	2.88
CENTRAL MANITOULIN, TOWNSHIP OF	1,552	3.20
CHATHAM-KENT, MUNICIPALITY OF	46,640	118.65
CHATSWORTH, TOWNSHIP OF	3,108	27.09
CLARENCE-ROCKLAND, CITY OF	8,089	18.00
CORNWALL, CITY OF	18,722	4.63
DEEP RIVER, TOWN OF	1,894	31.00
DRUMMOND-NORTH ELMSLEY, TOWNSHIP OF	3,416	10.70
DRYDEN, CITY OF	3,482	34.48
DURHAM, REGIONAL MUNICIPALITY OF	201,720	367.30
DYSART ET AL, TOWNSHIP OF	6,861	25.70
ELIZABETHTOWN-KITLEY, TOWNSHIP OF	3,948	131.00
ESSEX-WINDSOR SOLID WASTE AUTHORITY	150,519	83.50
GREATER SUDBURY, CITY OF	66,292	330.51
GREY HIGHLANDS, MUNICIPALITY OF	5,254	107.45
GUELPH, CITY OF	46,165	25.74
HALDIMAND, COUNTY OF	19,199	20.00
HALTON, REGIONAL MUNICIPALITY OF	161,884	81.00
HAMILTON, CITY OF	204,391	276.90
HASTINGS HIGHLANDS, MUNICIPALITY OF	3,614	31.25
HIGHLANDS EAST, MUNICIPALITY OF	4,552	2.13
HORTON, TOWNSHIP OF	1,334	25.87
HOWICK, TOWNSHIP OF	1,413	428.10
JOHNSON, TOWNSHIP OF	450	172.00
KAWARTHA LAKES, CITY OF	37,986	171.63
KILLALOE, HAGARTY, AND RICHARDS, TOWNSHIP OF	1,575	0.20
KINGSTON, CITY OF	49,337	4.32
KIRKLAND LAKE, TOWN OF	3,500	18.50
LANARK HIGHLANDS, TOWNSHIP OF	3,541	5.00
LAURENTIAN HILLS, TOWN OF	1,363	29.00
LEEDS AND THE THOUSAND ISLANDS, TOWNSHIP OF	5,729	30.29
LONDON, CITY OF	158,900	2070.00
LOYALIST, TOWNSHIP OF	5,814	132.00
MADAWASKA VALLEY, TOWNSHIP OF	2,985	33.88
MAGNETAWAN, MUNICIPALITY OF	1,911	60.48
MCDOUGALL, MUNICIPALITY OF	1,708	38.07
MERRICKVILLE-WOLFORD, VILLAGE OF	1,140	7.49
MINDEN HILLS, TOWNSHIP OF	6,331	2.30
MONO, TOWN OF	2,522	7.00
MORRIS-TURNBURRY, MUNICIPALITY OF	1,290	9.21
MULMUR, TOWNSHIP OF	1,596	28.10
MUSKOKA, DISTRICT MUNICIPALITY OF	47,679	182.50
NIAGARA, REGIONAL MUNICIPALITY OF	183,330	164.23
NORFOLK, COUNTY OF	27,443	26.04
NORTH BAY, CITY OF	22,965	76.78
NORTH DUNDAS, TOWNSHIP OF	4,323	22.50
NORTH FRONTENAC, TOWNSHIP OF	3,411	10.68
NORTH GRENVILLE, MUNICIPALITY OF	5,722	25.83
NORTH PERTH, MUNICIPALITY OF	4,832	7.35
NORTHERN BRUCE PENINSULA, MUNICIPALITY OF	4,870	40.09
NORTHUMBERLAND, COUNTY OF	38,848	384.06
ORILLIA, CITY OF	12,600	21.60
OTTAWA VALLEY WASTE RECOVERY CENTRE	18,102	31.96
PEEL, REGIONAL MUNICIPALITY OF	377,000	188.27
PERTH, TOWN OF	2,865	5.61
PETERBOROUGH, CITY OF	32,603	69.00
QUINTE WASTE SOLUTIONS	67,494	52.00
RUSSELL, TOWNSHIP OF	4,732	23.80
SAULT STE. MARIE, CITY OF	33,378	52.00
SIMCOE, COUNTY OF	125,811	212.51
SIOUX LOOKOUT, TOWN OF	2,386	6.37
SOUTH STORMONT, TOWNSHIP OF	4,936	2.46
SOUTHGATE, TOWNSHIP OF	2,677	27.05
ST.CHARLES, MUNICIPALITY OF	941	39.40
STONE MILLS, TOWNSHIP OF	3,416	17.74
TARBUTT & TARBUTT ADDITIONAL, TOWNSHIP OF	3,491	1.00
TAY VALLEY, TOWNSHIP OF	3,750	3.67
THAMES CENTRE, MUNICIPALITY OF	4,796	21.48
THE BLUE MOUNTAINS, TOWN OF	6,595	36.48
THUNDER BAY, CITY OF	49,069	13.01
TORONTO, CITY OF	1,066,313	247.00
TRI-NEIGHBOURS	1,449	1.85
WATERLOO, REGIONAL MUNICIPALITY OF	186,350	898.00
WELLINGTON, COUNTY OF	30,539	72.35
WEST GREY, MUNICIPALITY OF	5,435	113.36
WHITESTONE, MUNICIPALITY OF	1,678	5.51
YORK, REGIONAL MUNICIPALITY OF	294,022	358.78

Appendix 16: Alberta Proposed OTR Tire Program Presentation (selected slides)

OTR Strategy – Incentives

- Alberta Recycling set the pilot program rates as follows:
  - Transportation Rates:
    - 25% premium per tonne over & above the incentive program collection rates due to the reduction in payload and handling the larger sizes of OTR.
  - Processing Rate:
    - $150/tonne for shred set prior to the pilot (includes a $50/tonne premium).

CuttingEdge's Operations - cont

- Batch processing was conducted by CuttingEdge to breakdown the processing cost by OTR category. Alberta Recycling's Field Services Manager observed and recorded each step of the process:

Tire Type	# of tires	Average PTE @ 10kg	Processing Cost/Tire
Free Rolling Farm		3.5	6.58
Drive Farm	263	11.8	24.64
Small OTR 13" - 23.5"	136	21.3	59.69
Medium OTR > 23.5" - 33"	146	49.2	127.78
Large OTR > 33" - 39"	28	82.0	254.97

Appendix 17: RMA Bulletin for Used Tires

RMA ISSUES TIRE INFORMATION SERVICE BULLETIN FOR USED TIRES

WASHINGTON, D.C., May 29, 2007 – *The Rubber Manufacturers Association today issued a Tire Information Service Bulletin to address used tires that have uncertain or unknown history of use, maintenance, and storage conditions. The bulletin applies to used tires purchased as replacement tires or as equipped on a used vehicle.*

The RMA bulletin cautions that used passenger and light truck tires that have an uncertain or unknown history pose a potential risk. This pertains to used tires purchased as replacement tires or as equipped on a used vehicle. Used tires may have been exposed to improper service, maintenance or storage conditions and may have been damaged, which could eventually lead to tire failure.

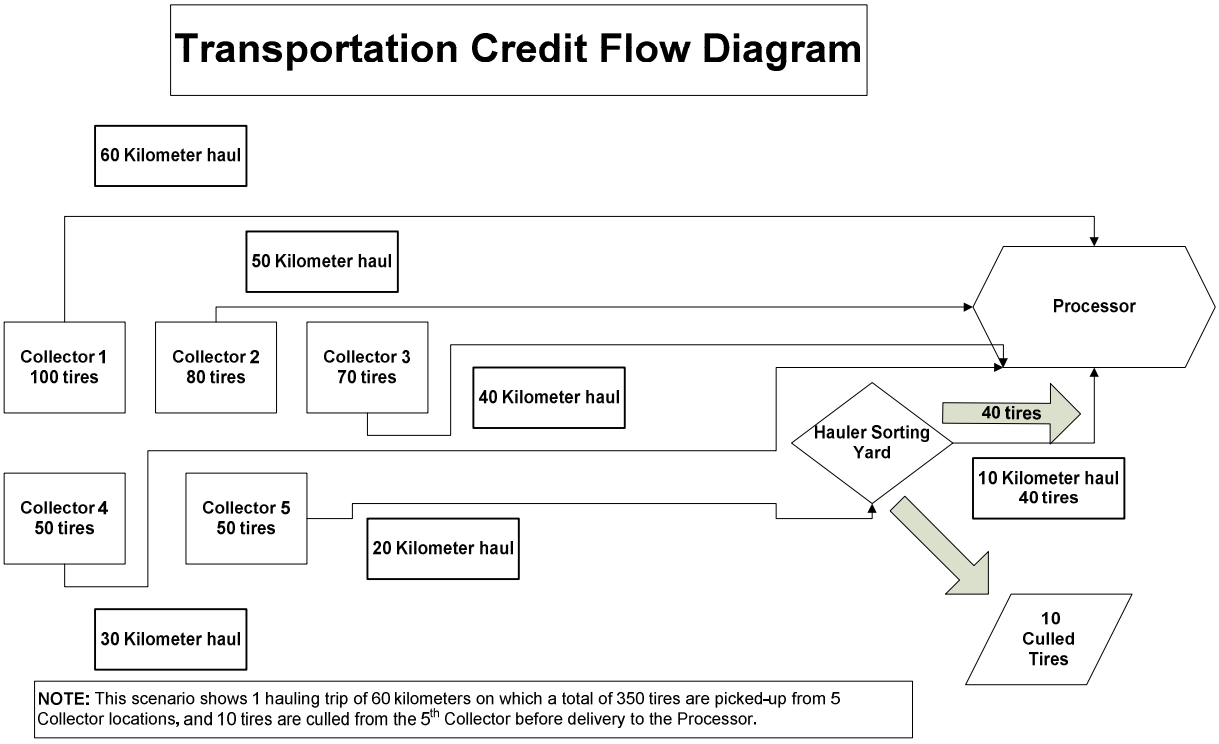
RMA urges that used tires not be purchased, sold, or installed if they exhibit any of the following characteristics:

- *Any punctures, or other penetrations, whether repaired or not.*
- *Any inner liner or bead damage.*
- *Indication of internal separation, such as bulges or local areas of irregular/fast tread wear indicating possible tread or belt separation.*
- *Indication of run-flat, under inflated, and/or overloaded damage (e.g. inner liner abrasion, mid- to upper sidewall abrasion and stamping deterioration, delamination, or discoloration, excessive tread shoulder wear, etc.).*
- *Any damage or wear exposing the body material of the tire—cuts, cracks, bulges, scrapes, ozone cracking/weather checking, impact damage, punctures, splits, snags, etc.*
- *Has a history of a continuous inflation pressure loss requiring frequent re-inflation.*
- *Defaced or removed DOT tire identification number (T.I.N.), which is located on the tire sidewall.*
- *Involved in a recall or a replacement program.*
- *Inadequate tread depth for continued service (i.e. nearly worn out). Tires with a tread depth of 2/32" or less at any point on the tire are worn out.*
- *Originally or currently mounted on a rim that is bent, dented, cracked or otherwise damaged.*
- *Stored improperly.*
- *Chemical, fire, excessive heat damage, or other environmental damage.*
- *Designated as a "scrap tire" or otherwise not intended for continued highway service.*
- *Prior use of tire sealant or balance/filler material.*
- *Altered to look like new tires (e.g. a regrooved tread).*
- *Labeled on the sidewall as "Not For Highway Use", "NHS", "For Racing Purposes Only", "Agricultural Use Only", "SL" (service limited agricultural tire), or any other indication that the tire is barred from use on public thoroughfares.*
- *Any other condition which would be cause for permanent removal from service.*

The RMA Tire Information Service Bulletin, Volume 45, Number 1, Passenger Car and Light Truck Used Tires, is available for free download online at ww.rma.org/publications.

Appendix 18: Hauling Incentive Flow Diagram

(Note: The Transportation Incentive used in this example is for demonstration purposes only, and may not accurately reflect the actual Transportation Incentives included in the Used Tire Stewardship Plan.)



	Tires	Tires Weight (tonnes)	Kilometers	Hauling Rate ($/Tonne/Km)	Hauler Payment
Collector 1					
	100	1	60		
			31-60	2.571	$ 154.26
Collector 2					
	80	0.8	50		
			31-60	2.571	$ 102.84
Collector 3					
	70	0.7	40		
			31-60	2.571	$ 71.99
Collector 4					
	50	0.5	30	3.681	$ 55.22
Collector 5					
Direct to Processor	40	0.4	30	3.681	$ 44.17
Culled at Sorting Yard	10	0.1	20	3.681	$ 7.36
				Total Hauler Payment	**$ 435.84**

NOTE: Hauling Rates can be found in Table 22 of the Used Tire Stewardship Plan

Appendix 19: OTDA Collector / Dealer Cost Study

January 19, 2009

Report to OTS Board:
Dealer-collector scrap tire collection costs

The OTDA retained PGST in November 2008 to undertake an activity based costing associated with collecting passenger and medium truck tires from consumers. Specifically, *"…the identification and measurement of direct and indirect costs incurred by various classes of tire dealer-collectors as a result of activities associated with the service of collecting scrap tires on the behalf of tire stewards."* The scope of the collection activity was specified as, *"…from the time a tire is removed from a rim to the point at which the tire is picked up by a scrap tire hauler for delivery to a processor or scrap tire disposal."*

Further to its presentation to the OTS Board on January 9th PSTG has now completed the study such that it has assessed 10 passenger tire dealers and one dedicated truck tire dealer and has compiled the results as appended in the attached spreadsheet.

The results and discussion are summarized below:

1. Of the 10 passenger tire dealers surveyed the straight average direct cost to collect passenger tires is $1.05/PT
2. The weighted average direct cost to collect passenger tires is $0.88/PT. This number is skewed by the lower cost high volume retailers who have greater economies of scale and dedicated "tire jockeys" paid at a lower labour rates. Broken down:

    a. Large volume tire (>10,000 tires collected) dealer direct costs are $0.69/PT
    b. Smaller tire dealer direct costs are $1.11/PT

    None of the costs identified include new administrative costs and cost of goods imposed by the program.

    PSTG notes that they, *"…averaged the cost per tire over the dealers rather than calculate a weighted average cost per tire because direct labour costs are impacted by i) distance scrapped tires have to be moved, ii) the number of times scrapped tires have to be moved / handled, and iii) the labour rate for tiremen and/or mechanics. These variables vary significantly across the dealers in our sample size and so we felt that it was more appropriate to take the average of the dealer cost, as the "low cost" dealer #3 skewed the data somewhat in the data set."* Eliminating dealer 3 from the mix results in a weighted average cost of $0.99/PT

    As an observed benchmark the OTDA survey of its members in the fall found that the weighted average dealer payment to haulers was $1.67/PT and the weighted average dealer charge to consumers (outliers out) was $2.68/PT leaving dealers with $1.00 on average (see attached).

    Ideally 2 tiers of handling allowance demarcated by something in the range of 15,000 PT recovered would be best. Practically, setting a threshold raises difficulties of its own.

    Accordingly, based on the PSTG's findings and OTDA's survey of market pricing, approximately $1/PT seems to be most reflective of the average costs incurred by the majority of passenger tire dealers by number of dealers.

3. PSTG has observed that for the specific truck dealer assessed (Number 10 in the spreadsheet) truck tires incur direct costs of $1.60/TT.

However this cost is for a truck tire dealer that specializes in re-treading. Of note, most truck tire dealers recover tires from fleet customers. In the case of this particular truck tire dealer 85% of the recovered tires are retreaded (using a proprietary brand-owner retreading technology). Accordingly, the labor and transportation costs for collecting 85% of tires from fleet customers had to be discounted.

More commonly, the disposition mix of recovered tires for a typical truck tire dealer is 65% retreading and 35% scrappage (in some cases this rate is inversed with a minority potion of tires being retreaded).

PSTG was asked to apply the observed direct costs and apply them to the more typical 65%/35%mix of retread and scrapped tires experienced by truck tire dealers. PSTG reports that this changes the direct costs of $3.05/TT.

PSTG also notes that, *"As an overall observation of the handling of scrap tires, our cost allocations (direct, indirect and other costs) indicate that none of the dealers making money on the handling of scrap tires even though there is a range in the disposal fee."*

Based on the straight average PT handling cost of $1.05 a $3.05 TT allowance is equivalent to 2.9PTE. Using the weighted average handling cost of $0.88 a $3.05 TT allowance is equivalent to a 3.5 PTE.

A complete report from PSTG will be made available to OTS upon its completion during the week of January 19th 2009.