



Agreement

Empty Beer, Wine & Spirit Containers Recycling Take-back at Dysart’s Waste Disposal Sites

Background

This Agreement authorizes _____ (organization name, the “Service Provider”) to implement an Empty Beer, Wine & Spirit Containers Recycling Take-back at the Municipality of Dysart et al’s _____ waste disposal site located at _____.

Definitions

1. **“Customer”** – Authorized users of the Dysart’s waste disposal site(s), this may include ratepayers of the Municipality of Dysart et al and other users given authority by the Municipality of Dysart et al to utilize services provided at the waste disposal site.
2. **“Environmental Manager”** means the Environmental Manager for the Municipality of Dysart et al or their authorized representative(s) as designated to the Service Provider.
3. **“Hours of Operation”** mean the hours that the Municipal waste disposal sites are open to the public, as described in Appendix A of this document.
4. **“Materials”** means empty beer, wine and spirit containers as designated as The Beer Store packaging or by the Ontario Regulation 13/07 “Ontario Deposit Return Program” or its amended or replacement regulation, as described in Appendix C of this document.
5. **“Municipality”** means the Municipality of Dysart et al.
6. **“Program”** means the Empty Beer, Wine & Spirit Containers Recycling Take-back program at Dysart’s Waste Disposal Sites.
7. **“Program Drop-off Area”** means the area of the Site utilized by the Service Provider for the collection of Materials, as described in Appendix B of this document.
8. **“Related packaging”** means all boxes, bags, lids, caps, carriers and containers dropped off by Customers in relation to the Program.
9. **“Related service provider”** – includes any person or company providing



- service in collaboration or support of the Program.
10. **“Services”** includes all aspects of the Work of collecting, transferring, sorting, returning, and report on all Materials as part of the delivery of this Program.
 11. **“Service Provider”** includes any person or company providing service in collaboration or support of the program.
 12. **“Site”** means the Municipality of Dysart et al’s Waste Disposal Site(s) and all equipment, buildings, and improvements within the property.
 13. **“Waste Disposal Site”** is the site where waste is collected and managed, and all equipment, buildings and improvements within the property. Synonymous with “landfill,” “transfer station,” “waste management site” and in the terms of this contract term “Site” shall refer to “Waste Disposal Site”.
 14. **“Waste Management By-Law”** means the Municipality of Dysart et al’s By-law to Govern the Management of Waste and amendments thereto.
 15. **“Worker” and “Workers”** include paid staff, volunteers, and contractors, utilized by the Service Provider in provision of the services in this Agreement.
 16. **“Work”** is any activity, whether outlined or not in this Agreement, for the purpose of carrying out the Services of this Agreement.

Agreement

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Municipality of Dysart et al (“Municipality”) and _____ (organization name, “Service Provider”) (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

1.0 Services Provided

- a. The Municipality hereby agrees to engage the _____ (“Service Provider”) to provide Customers with services (the “Services”) consisting of:
 1. Collection of empty beer, wine and spirit containers and related packaging.
 2. Return of such empty beer, wine and spirit containers and related packaging to The Beer Store or The Beer Store Bulk Return Location.



- b. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

2.0 Terms of Agreement

- a. The term of this Agreement (the “Term”) will begin on January 1, 2025.
- b. The term of this Agreement is three-years, with two optional one-year extensions:

Term	Agreement Start	Agreement End
Three-Year Term	January 1, 2025	December 31, 2027
Optional Year 1	January 1, 2028	December 31, 2028
Optional Year 2	January 1, 2029	December 31, 2029

- c. The two optional one-year extensions will be granted by written agreement between both Parties no later than the 15th of November.
- d. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days’ written notice to the other Party.
- e. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.

3.0 Termination of Agreement

- a. At such time as the Agreement is declared terminated by either the Service Provider or the Municipality, the Service Provider shall, within 30 days, remove all on-site collection bins, equipment or supplies owned by the Service Provider, from the Site.
- b. Removal of all Materials, on-site collection bins, equipment or supplies, will be the sole responsibility of the Service Provider.
- c. At such time as the Service Provider ceases to collect Materials at the Site, or ceases to maintain on-site collection bins, this Agreement shall be deemed to have been terminated.



4.0 Return of Property

- a. Upon the expiry or termination of this Agreement, the Service Provider will return to the Municipality any property, documentation, records, or Confidential Information which is the property of the Municipality.

5.0 Services Provided

- a. Customer Drop-off
 1. The Program Drop-off Area shall be open during all regular operating hours of the Site. See Appendix A.
 2. The Materials accepted at the Program Drop-off Area include:
 - a) Empty beer, wine and spirit containers as designated as The Beer Store packaging or by the Ontario Regulation 13/07 "Ontario Deposit Return Program" or its amended or replacement regulation.
 - b) All boxes, bags, lids, caps, carriers and containers dropped off by Customers in relation to the Program.
 - c) See Appendix C for a complete list of acceptable Materials including sorting and packing requirements.
 3. The Service Provider cannot exclude any individual items (for example, glass wine bottles) from the list of acceptable Materials.
 4. The Service Provider can provide on-site collection bins (for example "Rubbermaid" totes, bins, barrels, half-barrels, drums, etc.) with prior approval by the Environmental Manager.
 5. These on-site collection bins cannot interfere with regular Customer traffic, including accessing Blue Box 40-yard roll-off bins, nor should they impede waste collection vehicles, snowplows, etc.
 6. The Service Provider shall retain ownership and maintenance of on-site collection bins provided by the Service Provider, and pre-approved by the Environmental Manager, unless such on-site collection bins are deemed abandoned and then they shall become property of the Municipality.
 7. The Municipality and Service Provider will develop a Site map



indicating where any on-site collection bins are to be placed. This will form Appendix B to this Agreement. The placement of on-site collection bins cannot be altered without written agreement by the Environmental Manager, and Appendix B of this Agreement is revised.

8. In the case of an urgent or emergency need to close the Program Drop-off Area, the Service Provider will notify the Environmental Manager and onsite Landfill Attendants immediately, and the Service Provider shall post a notice at the Program Drop-off Area.
9. Should the Municipality require that collection be discontinued temporarily (for example, due to wildlife on site), the Service Provider shall be notified immediately and would be responsible for any actions needed to close the Program Drop-off Area.
10. If the Program Drop-off Area is closed, temporarily or indefinitely, deposit return containers will be placed in Blue Box 40-yard roll-off bins, no compensation will be provided to the Service Provider for the value of such containers.
11. Signage notifying Customers that the Program Drop-off Area is closed shall indicate that items should be placed in appropriate Blue Box 40-yard roll-off bins, and state the location of the nearest alternative The Beer Store for drop-off.

b. Handling of Materials

1. Municipality and contractor staff will not handle any Materials placed inside Program Drop-off Area unless there is a threat to health, safety, site operations that necessitate such.
2. If a Customer places Materials in Blue Box or Garbage 40-yard roll-off bin(s), the Service Provider and its Workers will NOT remove the Materials from the Blue Box or Garbage 40-yard roll-off bin(s).

c. Expected Hours of Work

1. During summer operating hours (May 1 to September 30), the Service Provider is required to remove all Materials from the Program Drop-off Area at least once a day, including Statutory



Holidays.

2. During winter operating hours (October 1 to April 30), the Service Provider is required to remove all Materials from the Program Drop-off Area at least once a week.

d. Sorting and Transferring Materials

1. The Service Provider agrees to not sort Materials at the Program Drop-off Area or the Waste Disposal Site, but instead sort Materials at a location off-site of their choosing. The Service Provider will confidentially provide the address of its sorting location to the Environmental Manager.
2. The Service Provider will use a licensed and insured vehicle to transfer Materials off-site for sorting.
3. The Service Provider will use a licensed and insured vehicle to transfer sorted Materials to The Beer Store or The Beer Store Bulk Return Location.
4. The Service Provider agrees to sort Materials based on requirements of The Beer Store or The Beer Store Bulk Return Location.

e. Site Access

1. The Service Provider shall only have access to the Site during normal operating hours of the Site.
2. The Service Provider and its Workers accessing the Site must sign-in on entry, and sign-out on exit, with the Site's Landfill Attendant.
3. The Service Provider will not be issued a Site key.
4. Before leaving the Site, the Service Provider shall ensure the Program Drop-off Area is cleared of Materials, equipment or supplies to allow for maintenance, plowing, sanding, dust control, and other roadway operations.

f. Site Facilities

1. The Service Provider and its Workers will have access to on-site portable toilets.



2. The Service Provider and its Workers will not be able to access the on-site office, maintenance buildings, or other structures.

g. Site Maintenance

1. The Service Provider shall ensure the appearance of the Program Drop-off Area is clean and orderly.
2. The Service Provider shall remove all litter from the Program Drop-off Area on a regular basis, and place said litter in the appropriate Blue Box or Garbage 40-yard roll-off bins.
3. The Service Provider will ensure access to the Program Drop-off Area is kept free and clear of snow and ice accumulations.
4. The Service Provider can access winter-sand on Site provided by the Municipality for pedestrian traction.
5. Should there be any issues so far as maintenance of the Program Drop-off Area, the Municipality shall contact the Service Provider. If the Municipality is required to maintain the Program Drop-off Area to meet Site standards (including, but not limited to, those as mandated by the site Environmental Compliance Approval (ECA)), a charge may be levied to the Service Provider pay for work conducted by the Municipality. Municipality time shall be charged at current rates, as determined by the Municipality. A minimum one (1) hour charge shall apply for Municipality staff time during regular working hours. Premium charges will apply for evening, weekend and holiday hours.

h. Responsibility

1. The Municipality takes no responsibility for any on-site collection bins, equipment or supplies, whether owned or rented by the Service Provider or any related service provider.
2. The Municipality shall instruct Municipal employees and contractors they are not handle any Materials, on-site collection bins, equipment or supplies in the Program Drop-off Area, but the Municipality shall not be responsible for monitoring or preventing any such actions.
3. In the case of any legal action brought about by service



- provided, Service Providers, contractors, etc., the Municipality will bear no responsibility.
4. The Municipality shall notify the Service Provider of any trespass, theft or vandalism, however caused, to Service Provider property, but shall not be responsible to ensure such activities do not occur.
- g. Changes To Program, Materials Handling And Site Maintenance Requirements
1. Types of Materials collected under this Agreement and how they are handled may be subject to change at any time. Materials may be added, or removed from the Program. Any program changes shall be agreed to by both the Municipality and the Service Provider.
 2. Should changes to the Program occur such that the Municipality, or other organization be required to handle Materials, this Agreement shall be terminated.
 3. Site maintenance requirements may change at any time.
- i. Performance
1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

6.0 Reporting Requirements

- a. On or before the 15th of each month, the Service Provider shall provide the Municipality with a written report (via email) to include number/volume/weight of Materials collected, and deposit monies received.
- b. On or before the 15th of January, the Service Provider shall provide the Municipality with a written report (via email) to include annual (January to December) number/volume/weight of Materials collected, deposit monies received, and local projects or programs funded by these monies.

7.0 Promotion and Education



- a. Signage
 1. If space is available, the Municipality will allow water-resistant signage to be placed at Waste Disposal Sites and/or Program Drop-off Area to promote the Program, and the Service Provider and its Work.
 2. Any signage must be approved by the Municipality's Environmental Manager in advance of production and installation.
 3. The costs for designing, producing and installing said signage will be borne by the Service Provider.

- b. Educating Customers
 1. The Service Provider and its Workers are invited to interact with Customers, but interactions should not delay Customers from accessing other areas of the Site.
 2. The Service Provider does not represent the Municipality, so should not engage with Customers regarding other waste management programs (for example, Blue Box, scrap metal, household hazardous waste, etc.) or other Municipal programs or services.

- c. Cooperation with Others
 1. The Service Provider and its Workers will cooperate with the Municipality's other contractors and those other contractors' sub-contractors, and all statutory officers, residents and businesses operating within the jurisdiction of the Municipality.

8.0 Personnel

- a. The Service Provider will provide an adequate number of Workers to complete the Work in a timely manner.

- b. Workers of the Service Provider must:
 1. Have sufficient knowledge, skill and experience to properly



- perform the Work required of them.
 2. Be tactful and courteous in dealing with the public and the Municipality's staff.
 3. Have a good understanding of the terms of this Agreement.
- c. Any Worker employed by the Service Provider who, in the opinion of the Environmental Manager:
1. Does not perform their Work in a competent manner,
 2. Appears to act in a disorderly manner,
 3. Appears to be under the influence of drugs or alcohol, or
 4. Is willfully negligent,
- Will, at the request of the Environmental Manager, be removed from the Work immediately and will not be permitted again in any portion of the Work without the approval of the Environmental Manager.
- d. The Service Provider shall provide the Municipality with a complete list of Workers and proof of all required training and certificates. The Service Provider will provide an updated list, including proof of all training and certifications, to the Municipality as changes occur.
- e. No worker under the age of 18 years shall work on site without direct supervision by a Service Provider Worker over the age of 18 years.
- f. Code of Conduct
1. The Service Provider shall ensure all Workers shall endeavour to at all times promote a high level of ethical conduct. At no time shall any Worker take any action which he or she knows, or reasonably should know, violates any applicable law or regulation.
 2. The Municipality requires that Service Providers and its Workers shall maintain high standards of professional behaviour when dealing with Members of Council, Officers of the Corporation, other Municipality employees, clients and the public; and further that this behaviour shall reflect positively on the reputation of the Municipality.
 3. It is the Service Provider, and its Workers, responsibility to ensure that all information communicated is as accurate as



reasonably possible. Service Provider, or its Workers, shall not withhold information or willfully mislead Members of Council, officers, employees, clients, or the public about any issue of corporate concern.

4. Every Service Provider, and its Workers shall respect the rights, privileges, diversity and dignity of the persons they interact with while undertaking the activities of this Agreement and at all times on Municipality property.

g. Worker Training

1. Each Worker must complete free online training:
 - a. Accessibility for Ontarians with Disabilities Act (AODA)
<https://www.aoda.ca/free-online-training/>
 - b. Worker Health and Safety Awareness in 4 Steps
<https://www.labour.gov.on.ca/english/hs/elearn/worker/oursteps.php>
2. All persons working on the Site must be trained in the Emergency Response Plan as applicable to the Site.
3. The Service Provider shall provide documentation of training for any and all persons performing Work as part of this Agreement.
4. The Service Provider must keep records of all training, including dates when training was provided, the number of workers who received training and individual training records for their business. Service Providers are required to make this information available to the Municipality and/or the Province upon request.

h. Sub-contact

1. The Service Provider will not, without written consent of the Municipality, make any assignment or any sub-contract for the execution of any service included in this Agreement.

9.0 Health and Safety

a. Personal Protective Equipment



1. The Service Provider shall provide all its Workers with personal protective equipment (PPE) pursuant to requirements by law, including but not limited to, high visibility shirts, vests, or jackets, and CSA-approved “green patch” steel toed boots (not shoes).
 2. All precautions must be taken by the Service Provider and its Workers to ensure all PPE is worn at all times when on Site.
 3. Should a Worker be found to not be wearing proper personal protective equipment, the Municipality may ask to have them leave the Site until such time as that Worker returns with appropriate personal protective equipment.
- b. First Aid Training
1. While not a requirement, it is strongly recommended that all Workers be trained in First Aid, CPR, and AED usage.
- c. Occupational Health and Safety
1. The Service Provider shall be solely responsible for compliance with all health and safety requirements established by the Occupational Health and Safety Act (OSHA), Workplace Safety and Insurance Act, regulations, and any applicable industry standards and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
 2. The Waste Disposal Site may be located in an area known to attract wildlife. The Service Provider will ensure that Workers are properly trained so that potential conflicts between wildlife and the workers and/or the public are avoided. The Municipality has a “Bears at Landfill Sites” Health and Safety Policy <https://dysartetal.civicweb.net/document/390410/>
 3. Any breach or breaches of health and safety requirements by the Service Provider may invalidate the Agreement.
 4. Any damages or fines that may be assessed against the Municipality by reason of a breach or breaches of the OHSA by the Service Provider will entitle the Municipality compensation from the Service Provider to offset these costs.



d. Workplace Violence and Harassment

1. The Service Provider shall comply with the Occupational Health and Safety Act, Canada Criminal Code, Ontario Human Rights Code and all other applicable legislation and/or regulations, as they relate to violence, harassment and sexual harassment in the workplace.
2. Any incidences of violence or harassment of Service Provider Workers shall be documented and handled within the Service Provider's policy. Incidents involving Site users can be forwarded to the Municipality for follow-up at such a time as they have escalated beyond the Service Provider's policies to address.

e. Wildlife

1. Activities shall be conducted such as to limit wildlife interactions.
2. Materials shall be stored securely such as to not be easily accessed by wildlife and so to reduce odour, etc. that may attract wildlife.
3. In the case of wildlife being attracted by the activities of the Service Provider, the Municipality shall request that activities be changed to minimize wildlife encounters and such changes may include the removal of Materials more frequently, removal or improvements to on-site collection bins, changes to Materials handling or storage, and could require collection to be temporarily or permanently stopped and termination of this Agreement

f. Injury or Damage to Persons or Property

1. The Service Provider will ensure the protection of persons and property at the Site and will comply with the Occupational Health & Safety Act of the Province of Ontario and the Regulations made thereunder.
2. The Service Provider will be liable for any and all injury or damage which may occur to persons or to property on the site



due to any act, omissions, neglect or default of the Service Provider, or their workers, sub-contractors or agents and indemnify and save harmless the Municipality in this regard.

3. The Service Provider will immediately report to the Environmental Manager any damage to the Municipality's property.
4. The Service Provider will immediately report to the Environmental Manager any on-site injury or accident involving the Service Provider, their workers, sub-contractors, Site users or any other person or persons on the Site.

10.0 Insurance

- a. The Service Provider will provide and maintain at their expense, Commercial General Liability Insurance Coverage in a form satisfactory to the Municipality in an amount not less than five million (\$5,000,000) dollars inclusive, per occurrence.
- b. In all policies of insurance called for under this Agreement, the Municipality of Dysart et al will be included as Additional Insured and all such insurance will contain a provision that the insurance will apply as though a separate policy had been issued to each named insured.
- c. Each policy will contain a clause stating that:
"this policy will not be changed or amended in any way, nor cancelled or materially changed without the Insurer giving at least thirty (30) days' notice by registered mail to the Municipality."
- d. The Service Provider shall provide proof of insurance, in the form of an insurance certificate. The certificate must be provided to the Municipality within five (5) business days of signing this Agreement, or prior to commencement of any work under this Agreement, whichever is shortest. Failure to submit the requested insurance certificate by the Service Provider shall result in a withdrawal of this Agreement by the Municipality.
- e. Insurance must remain in effect for the duration of the Agreement as per the terms of this document. It will be the responsibility of the



Service Provider to provide the Municipality with any and all renewal certificates during this period.

11.0 Workplace Safety and Insurance Board (WSIB)

- a. The Service Provider shall provide the Municipality with a copy of their Workplace Safety and Insurance Board (WSIB) certificate prior to the signing of this Agreement and immediately upon each renewal.
- b. The Service Provider shall provide proof of WSIB coverage and shall maintain this coverage throughout the duration of this Agreement.

12.0 Environmental Manager's Status

- a. The Environmental Manager will be the Municipality's representative for the purposes of this Agreement. The Environmental Manager will have the authority to stop the Work whenever such stoppage may be necessary, in his/her opinion, to ensure the proper execution of the Work in accordance with the provisions of this Agreement.

13.0 Communications with the Municipality

- a. Communications in regards, but not limited to, Program operations, shall be directed to the Environmental Manager or designate(s), through email, unless otherwise advised.
- b. In the event of an emergency, communications may be by telephone, text or email.

14.0 Monies Generated From Return of Materials

- a. The Service Provider(s) will retain the monies received for the return of acceptable empty beer, wine, and spirit containers to The Beer Store or The Beer Store Bulk Return Location.
- b. These monies should be used for local projects that benefit the Dysart community.



15.0 Financial Liability

- a. The Municipality shall not be responsible for any financial liabilities directly or indirectly related to the Program.

16.0 Reimbursement Of Expenses

- a. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

17.0 Indemnity and Release

- a. The Service Provider will indemnify and save harmless the Municipality from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of any kind brought or recovered against either of them by reason of any act or omission of the Service Provider, agents or Workers arising from the entering of the Agreement or the carrying out of the Work, whether on the Municipality's lands and whether arising from statutory liability or not.

18.0 Compliance with Laws and Regulations

- a. The Service Provider acknowledges and agrees that at all times its obligations and duties under this Agreement shall be performed in accordance with all Applicable Laws of the Province of Ontario, By-Laws of the County of Haliburton and the Municipality of Dysart et al.
- b. For the purposes of clarity, the Service Provider shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.
- c. In addition to acting in compliance with all Applicable Laws, the Service Provider shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.



19.0 Provision Of Extras

- a. The Municipality will not provide any resources, assistance or extras for use by the Service Provider in providing the Services.

20.0 Confidentiality

- a. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Municipality which would reasonably be considered to be proprietary to the Municipality including, but not limited to, accounting records, business processes, and client records and that is not generally known in the business of the Municipality and where the release of that Confidential Information could reasonably be expected to cause harm to the Municipality.
- b. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Municipality. This obligation will survive indefinitely upon termination of this Agreement.
- c. All written and oral information and material disclosed or provided by the Municipality to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

21.0 Capacity/Independent Contractor

- a. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Municipality acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively an Agreement for provision of services.



22.0 Modification Of Agreement

- a. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

23.0 Assignment

- a. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Municipality.

24.0 Entire Agreement

- a. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

25.0 Enurement

- a. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

26.0 Titles/Headings

- a. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

27.0 Gender

- a. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

28.0 Governing Law

- a. It is the intention of the Parties to this Agreement that this Agreement



and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

29.0 Severability

- a. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

30.0 Waiver

- a. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the _____ day of _____ 2024.

MUNICIPALITY OF DYSART ET AL

Mayor

Clerk

Date

SERVICE PROVIDER



Name

Date



Appendix A Hours of Operation

	Haliburton Landfill	Harcourt Landfill	Kennisis Lake Landfill	West Bay Landfill	West Guilford Landfill
	222 Industrial Park Road, Haliburton	1123 Packard Road, Harcourt	4531 Kennisis Lake Road, Haliburton	5409 Haliburton Lake Road, Fort Irwin	11903 Hwy 118, West Guilford
SUMMER HOURS (May 1 to September 30)					
Monday	Closed	9 to 1	Closed	Closed	8 to 5
Tuesday	Closed	9 to 1	Closed	Closed	8 to 5
Wednesday	8 to 5	Closed	10 to 5	10 to 5	Closed
Thursday	8 to 5	Closed	10 to 5	Closed	Closed
Friday	8 to 5	8 to 5	10 to 5	Closed	8 to 5
Saturday	8 to 5	10 to 5	10 to 5	10 to 5	8 to 5
Sunday	10 to 6	10 to 6	10 to 6	10 to 6	10 to 6
Holiday Monday	10 to 6	10 to 6	10 to 6	10 to 6	10 to 6
WINTER HOURS (October 1 to April 30)					
Monday	Closed	Closed	Closed	Closed	8 to 5
Tuesday	Closed	9 to 2	9 to 2	9 to 2	8 to 5
Wednesday	8 to 5	Closed	Closed	Closed	Closed
Thursday	8 to 5	9 to 2	9 to 2	9 to 2	Closed
Friday	8 to 5	Closed	Closed	Closed	8 to 5
Saturday	8 to 5	Closed	Closed	Closed	8 to 5
Sunday	10 to 5	12 to 5	12 to 5	12 to 5	10 to 5
Holiday Monday	10 to 5	12 to 5	12 to 5	12 to 5	10 to 5

Holidays

New Year's Day (January 1)	All Landfills closed
Family Day	All Landfills open with winter Holiday Monday hours
Good Friday	Any Landfill scheduled to open does so with regular winter Friday hours
Easter Sunday	All Landfills open with winter Holiday Monday hours
Easter Monday	Any Landfill scheduled to open does so with regular winter Monday hours
Victoria Day	All Landfills open with summer Holiday Monday hours
Canada Day (July 1)	Any Landfill scheduled to open does so with regular summer hours, UNLESS July 1 is on a Monday when all Landfills open with summer Holiday Monday hours
Civic Holiday (August)	All Landfills open with summer Holiday Monday hours
Labour Day	All Landfills open with summer Holiday Monday hours
Thanksgiving	All Landfills open with winter Holiday Monday hours
Remembrance Day (November 11)	Any Landfill scheduled to open does so with regular winter hours
Christmas Eve (December 24)	Any Landfill scheduled to open closes at 12:30 p.m.
Christmas Day (December 25)	All Landfills closed
Boxing Day (December 26)	All Landfills open with winter Holiday Monday hours
New Year's Eve (December 31)	Any Landfill scheduled to open closes at 12:30 p.m.



Appendix B
Program Drop-off Area Site Plan



Empty Return Guide

Sorting and handling TBS and ODRP deposit containers



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Introduction

Welcome to The Beer Store's Empty Return Guide - intended to provide you with details and illustrations that will help all of us achieve better sorting, handling and shipping results! Before we get started on the details within the guide, let's focus on some shared accomplishments:

- You are part of a return system consisting of over **1,000** physical sites across Ontario that accept back containers for deposit refund and associated packaging for recycling;
- Your efforts supported a system that handles combined returns of around **1.7 billion containers each year**. That includes bottles, cans, tetra paks, and bag-in-box containers.
- That container volume, combined with associated packaging also accepted back for recycling, resulted in over **200,000 tonnes of material diverted from landfill** each year.
- Return sites like yours helped customers of the beer system achieve an average annual return rate of 80% - that means **8 out of 10 beer containers sold in Ontario are returned** for deposit refund at sites like yours - amazing!
- **Around 240 million bottles are refilled** by brewers each year as a result of your efforts. That refilling avoids over 20,000 metric tonnes of CO₂ from being emitted into the atmosphere and requires over 400,000 Gigajoules less energy than what would have been used for new one way glass.

Those are all big accomplishments! By working to maintain or improve sorting and handling standards, we can make every container count towards higher end recycling. This guide will assist you along the way and provide tools for you to educate your customers around what they can bring back for deposit refund and how they might organize their returns to help the process.

Please keep this guide handy so that your team can refer to it on a regular basis. If you have any questions that this guide doesn't cover, please reach out to:

Call Centre 1-888-948-2337
or
Stewardship@bdl.ca

Frequently Asked Questions

Who sells packaged beer (bottles and cans) in Ontario?

The Beer Store, LCBO (including authorized grocery and LCBO convenience locations), Retail Partners, and on-premise local brewers locations can all sell beer. All beer is sold under a beverage alcohol deposit system, with the deposits refunded upon empty container return to an authorized site.

What are the two alcohol deposit systems in Ontario?

The deposit system at The Beer Store applies to all products sold within The Beer Store - even de-alcoholized beer. Product that is sold both in The Beer Store and in other authorized sales channels like the LCBO is called common product, with deposits applied under rules of The Beer Store's deposit system. All packaged alcohol, including beer, sold exclusively outside The Beer Store's system is subject to the Ontario Deposit Return Program.

Who should be charged a deposit on beer purchases?

All customers who purchase packaged alcohol beverages in Ontario should be charged a deposit - bars, restaurants, home consumers, permit holders, retail stores (not applicable to table service at a bar or restaurant).

What is the deposit on packaged beer sold in Ontario?

The deposit is set up on a per-container basis on all packaged beer sold in Ontario. For ease of administration, deposit levels for packaged product in The Beer Store system are aligned with the posted deposit rates for ODRP:

Container Size / Type	Deposit per container
Glass and plastic bottles over 100ml and up to 630ml	\$0.10
Glass and plastic bottles over 630ml	\$0.20
Metal cans over 100ml and up to 1L	\$0.10
Metal cans over 1L	\$0.20

Frequently Asked Questions

Who collects the deposit from customers on beer sold in Ontario?

All sites selling packaged beer to be consumed elsewhere (that is, not table service) should charge a deposit to the customer purchasing the beer. The Beer Store, LCBO, grocery retail stores and all on-premise brewery stores should charge a deposit on packaged beer sales in Ontario.

Who refunds the deposit on beer sold in Ontario?

Substantially all Beer Store locations (retail stores and distribution centres and cross-dock locations) will refund the deposit on beer sold in Ontario, based on the posted deposit rates in the TBS and ODRP systems. As mentioned, since The Beer Store charges a deposit on non-alcoholic beer sold in our stores, we also will refund a deposit on the brands we sell. In addition, The Beer Store's other authorized sites will also refund TBS and ODRP deposits – empty dealers, Retail Partners, Agency stores will all refund the full posted deposit on alcohol sold in Ontario.

Who sets the ODRP deposit levels?

The Liquor Control Act/Ontario Regulation 13/07 (part of the Liquor Control Act) sets the deposit levels for the Ontario Deposit Return Program (ODRP). In 2007, The Beer Store adjusted their deposit levels on packaged product (bottles and cans) to match the ODRP deposits.

What associated packaging is accepted back for recycling?

Associated packaging includes items such as: corrugate cases, boxboard cases, 6-or-8 pack carriers, can trays, 6-pack rings, bottle caps. Customers using one-use plastic bags from other retailers should be encouraged to next time use a re-usable bag or a beer box to transport empty containers back for refund. For the time being we will accept the plastic bag as a customer service gesture.

Frequently Asked Questions

What items qualify for deposit refund?

All beverage alcohol product sold in Ontario should have a deposit charged upon sale to a customer and is eligible for deposit refund upon return. Both alcoholic and non-alcoholic beer sold in the TBS system has a TBS deposit on it, and beer sold only outside the TBS system has an ODRP deposit on it.

Not all beer deposit refunds should be processed as TBS refunds. Beer sold exclusively outside The Beer Store system is charged, and then refunded an ODRP deposit in the same way as wine and spirit containers.

PLEASE NOTE Cans without lids/tops on them were never sold to customers as beverage alcohol, therefore they are NOT eligible for deposit refund when returned.

Crushed cans are eligible for deposit refund if they are visually identifiable as alcohol beverage cans.



Frequently Asked Questions

What is done with the containers once the deposit is refunded?

Beer containers registered in The Beer Store as refillable are sorted and made available to brewers for washing and refilling. Many brewers share in the benefits of both the industry standard bottle and of private proprietary refillable bottles.

Non-refillable glass containers are sorted into clear and coloured streams and sent for recycling into new bottles, fiber glass insulation and other glass products.

Cans are processed (steel cans are separated from aluminum cans), densified/baled, and sent for recycling into new can stock in the case of aluminum, and steel products in the case of steel.

To help prepare the containers for shipping, customers should separate cans from bottles, and return sites should separate refillable containers from non-refillable containers, and then within the non-refillable container stream, sort clear glass separately from all other colours.

PLEASE NOTE Ceramic containers must be separated from glass containers and returned separate from all other containers in a box marked "CERAMIC". This is important as ceramic can contaminate the glass stream.

Some ceramic examples below and more provided on page 23:



The Beer Store System Containers

TBS Containers - Bottles

Sorting:

- Industry standard bottles (ISBs) can be placed together in the same cases and on the same pallets, regardless of brewer, brand or label.
- Refillable containers in private mold bottles (PMB) must be sorted by brewer and not mixed with non-refillable containers. Some PMBs require further sorting by brand and brewer.
- Non-refillable TBS bottles are to be separated and cased by clear and other.

Casing:

- Both non-refillable and refillable private mold bottles must be cased and ready for return at the time of pick up.
- Only beer cartons and/or industry knock-down cartons are to be used for the return of empty TBS system bottles.
- Remove all caps before casing (caps can be returned in clear bags or boxes).
- Refillable bottles must be placed in the upright position.
- All cases are to be inspected to ensure they are full.
- Ditch and damaged bottles may be returned but are to be separated from good bottles.

Piling techniques & pallet stability requirements:

- When palletizing full cases of empty beer bottles, use the guides on the following pages for proper placement. The row piling pattern must be alternated as depicted in each table to ensure stability.
- Only Brewers Standard Pallets must be utilized for the return of empties.
- The mixing of \$0.10 containers and \$0.20 containers in cases on the same row is not permitted, with the exception of the top row of a return pallet.

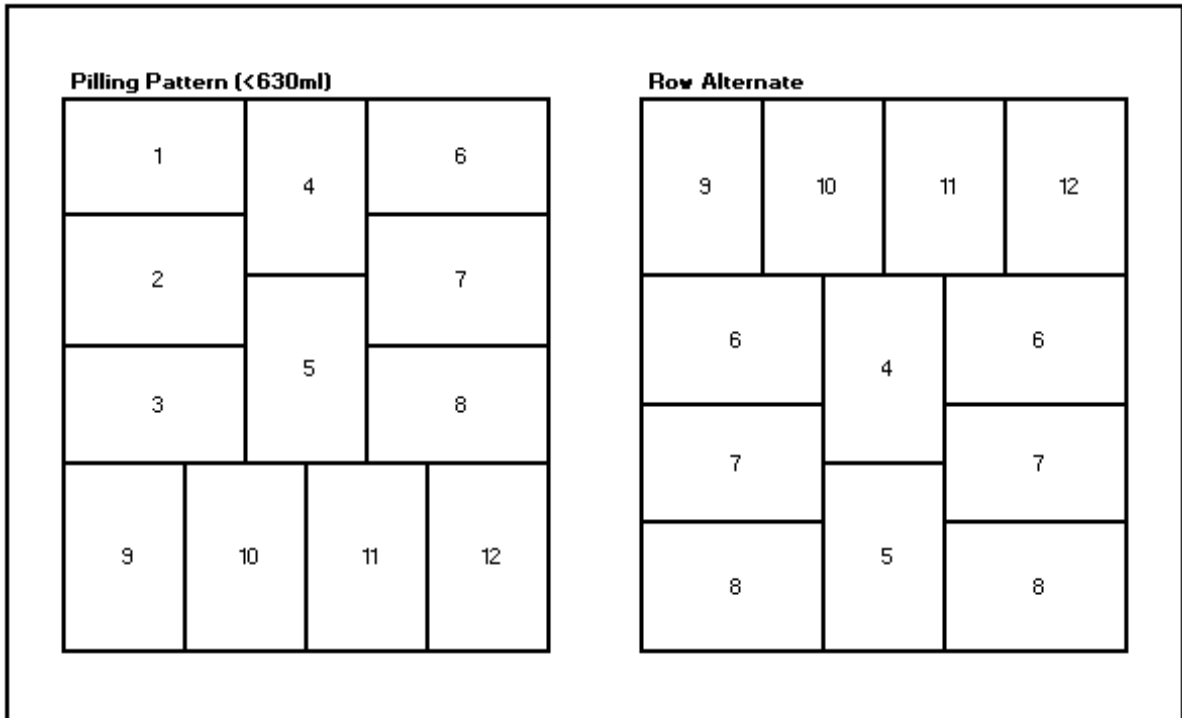
TBS Containers - Cans

- TBS cans and ODRP cans do not need to be separated.
- Cans must be sorted by their deposit level (less than or equal to 1 L, over 1 L).
- Cans can either be returned in a clear plastic bag, or when necessary, in an empty can container (PECC) provided by your DC.
- Only loose cans are to be put in PECCs. If cans are returned in plastic bags, open the bag, empty the cans only into the PECC, then place the empty plastic bag into a separate clear bag to be returned for recycling.
- The bags/containers must be tagged with the deposit value and quantity clearly identified. When using PECCs, a “check-off sheet” should be used to denote the number of units in the container.

TBS Containers - Pallet Construction

When palletizing full cases of 10-cent glass TBS bottles, use the guide below for proper placement.

Table L-1: Cases of containers < 630 ml



- A maximum of 12 cases (24 bottles per case) can be placed on each row.
- Two 12-pack brewery cartons can be used in place of one 24-pack case. 12-pack cartons are not to be placed in trays, nor are they to be placed in trays with 6 packs, nor are they to be placed in a 24 pack brewery carton with 12 loose bottles.
- 6 packs (in brewery cases) can be placed in trays to create a full case. Do not mix 6 pack cases and loose bottles or place 6 pack cartons in a 24 pack brewery carton.
- Only place fully enclosed industry 24-pack containers on the 4 corners of each row (i.e. no knock-downs, 12-packs, or 6-packs in trays).
- To palletize other industry case sizes, use Table L-2 on the following page for proper placement. Always alternate the patterns (as demonstrated above in Table L-1) to ensure stability. Please note, 28 packs can be placed 10 per tier and 7 high.
- Palletized empty bottles < 630 ml must either be tied with twine on the 4th and top row or the entire pallet must be shrink wrapped.

TBS Containers - Pallet Construction

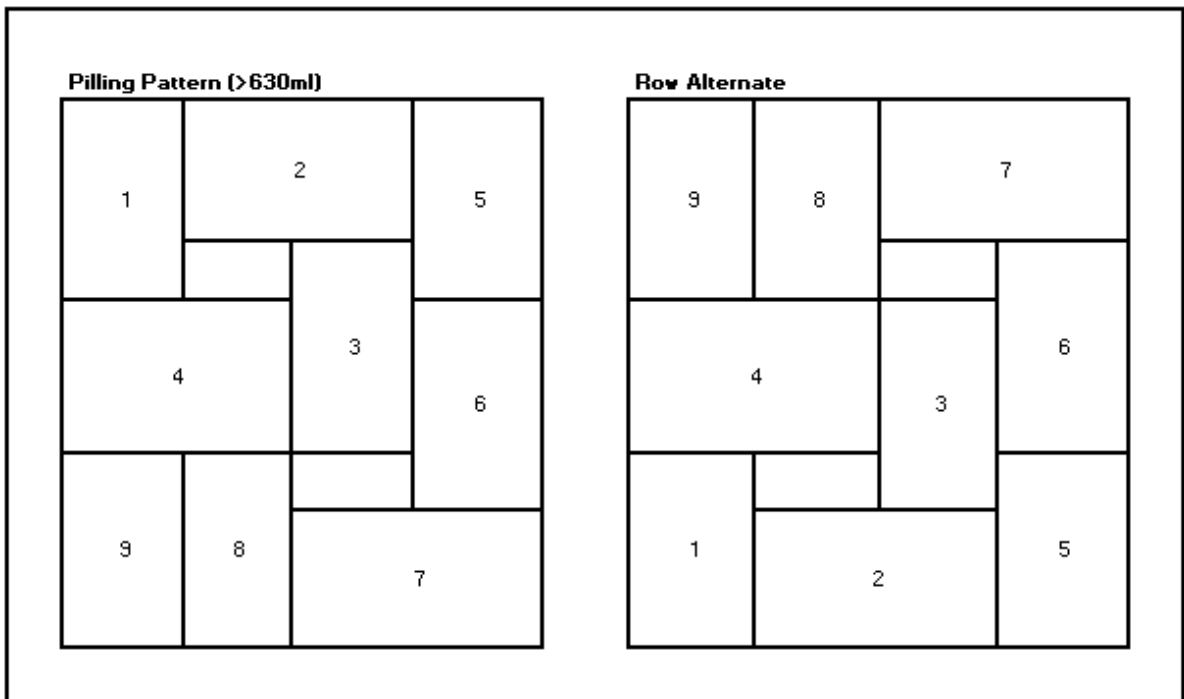
Table L-2: Cases of containers < 630 ml

24	24	24	24	28	28	28	24	
24	24		24		12	12	12	
24	24	24	24	24	24	24	24	
24	24	24	24	24	24	24	24	
28	28		28	24	24	24	24	
28	28		28	15	6	15	24	
28	28		28	28	28	28	24	
28	28		28	28	28	28	24	
18	18	18	18	24	24	24	24	
18	18	18	18	24	20	28		
18	18	18	18	24	24	24	24	
12	12	12	12	24	24	24	24	
20	20	20	24	15	15	15	15	
20	20	20	24	6	6	6	6	
20	20	20	24	12	12	12	24	
24	24	24	24	24	24	24	24	
15	15	15	15	24	18	18	18	
15	15	15	15	24	24		24	
15	15	15	15	24	24		24	
24	24	24	24	24	24	24	24	

TBS Containers - Pallet Construction

To palletize full 12-pack cases of large TBS bottles (i.e. bottles greater than 630 ml), use the guide below for proper placement. Palletize 8-pack cases of large bottles on the top rows of return pallets.

Table L-3: Cases of containers \geq 630 ml



- A maximum of 9 cases (12 bottles per case) must be placed on each row.
- Two 6-pack cartons can be used in place of one 12-pack case.
- Palletized empty bottles $>$ 630 ml must either be tied on every row or the entire pallet must be shrink wrapped.
- When piling cartons with various heights on a single row, attention must be taken in order to ensure pallet stability when additional rows are added. When possible, place these cartons on top pallet rows to ensure stability.

TBS Containers - Pallet Construction

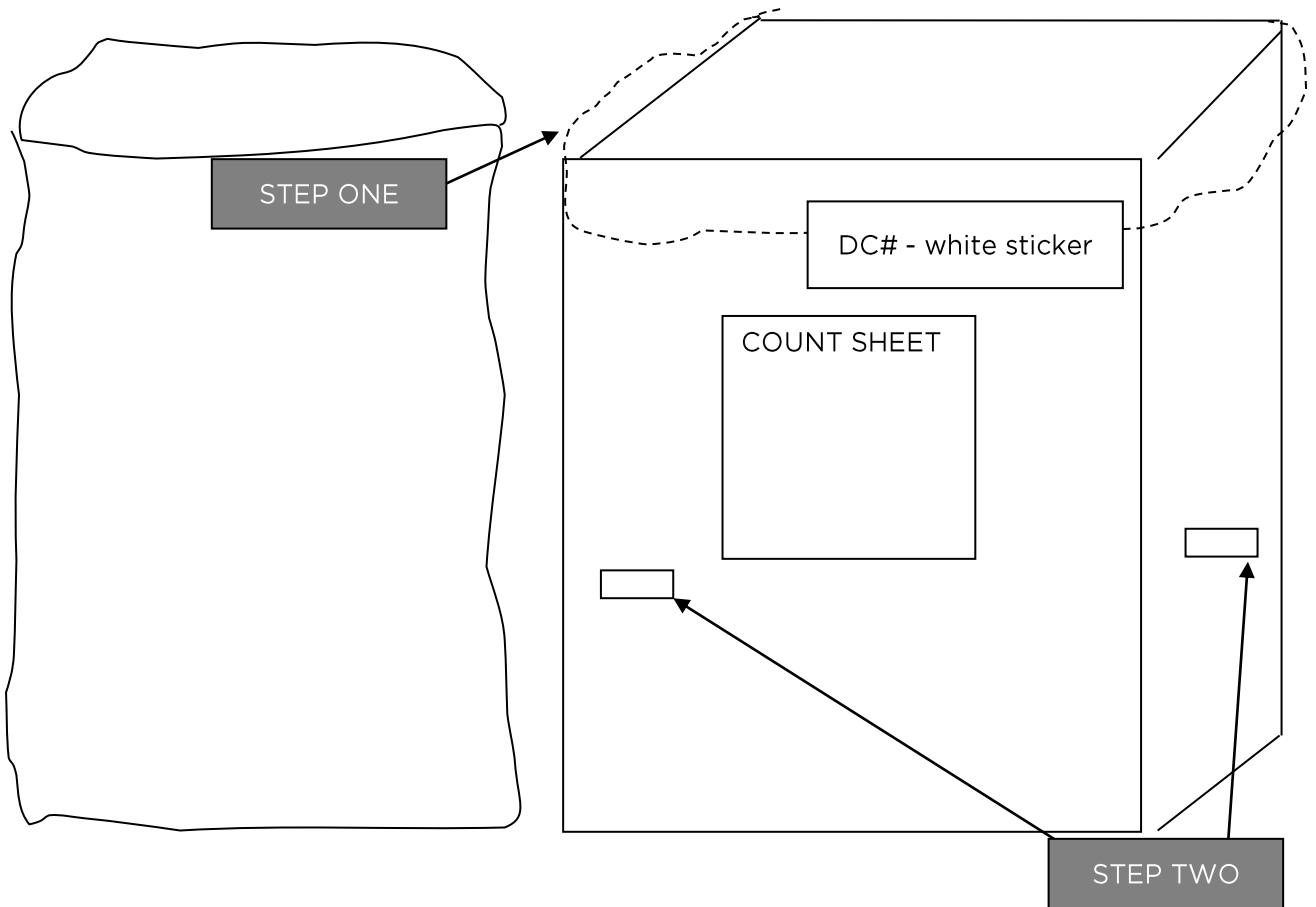
The chart below lists maximum pallet heights by various row combinations. Pallets of returns must not exceed the heights listed below.

Table L-4: Pallet Building Combinations

Possible Pallet Scenarios	Rows per Pallet		Pallet Height (inches)
	Less than or equal to 630ml	Greater than 630ml	
S1	7	0	68.75
S2	6	1	72.50
S3	5	2	76.25
S4	3	3	70.75
S5	2	4	74.50
S6	0	5	69.00

Setting Up Can Bins

The following diagram demonstrates how to prepare a plastic empty can container (PECC) or a cardboard bin (gaylord) for collection of empty aluminum cans.



Step one: Insert plastic liner inside bin. Place a TBS sticker to the outside of the container on plastic liner (please do not stick label directly on to bin). Write your customer # on the sticker.

Step two: Remove or "X" out any stickers/labels that have been placed from previous shipments.

Fill bin with cans only. 10-cent aluminum count sheets can be provided by your supplying DC. Check off quantity of cans inside the bin by the dozen. Note that a PECC bin should not exceed 260 dozen cans. Attach the count sheet to the outside of the bin. Write the DC # on the count sheet along with your customer #.

Refillable Container - Industry Standard Bottle

The industry standard bottle (ISB) is a 341 ml amber/brown long neck bottle with a twist off top that is shared by multiple brewers. ISBs can be cased and palletized together regardless of brand/brewer.

Below are samples of brands sold in the ISB.



Examples of ISBs:

Blue De-Alcoholized



Budweiser Zero
(de-alcoholized)



Molson Ultra



O'Doul's Lager & Amber



Our Compliments



Other Examples

- 50 Ale
- Budweiser
- Bud Light
- Canadian
- Coors Light
- Coors Original
- Cool
- Creamore
- Export
- Miller Lite
- Old Style Pilsner
- Upper Canada

Proprietary Refillable Containers by Brewer

Labatt – 341 mL

Brava



Brava Light



Bud Light Lime



Corona



Corona Sunbrew



Mill Street Organic Lager



NOTE: Corona Extra, Corona Sunbrew, and Mill Street Organic must be sorted into separate cases for each brand. Work with your DC representative to determine an appropriate palletization and return setup.

Molson – 355 mL

Miller Genuine Draft



Proprietary Refillable Containers by Brewer

Moosehead - 341 mL

Cracked Canoe



Moosehead Lager



Sleeman - 341 mL

Clear 2.0



Cream Ale



Original Draught



Honey Brown Lager



Steam Whistle - 341 mL

Pale Pilsner



Large Bottles

Coors Light (710 mL)



Images Not Available

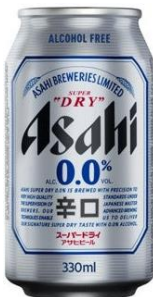
- 50 Ale (710 mL)
- Bud Light (710 mL)
- Budweiser (710 mL)
- Canadian (710 mL)
- Export (710 mL)

Non - Alcoholic Beer

All non-alcoholic beer containers sold at The Beer Store, including those not sold in the ISB, are eligible for deposit refund. See below for images of non-alcoholic beer containers sold within the TBS system.

Cans

Asahi 0.0 - 355 mL



Budweiser Zero - 355 & 473 mL



Bockale IPA, Lager - 355 mL



Collective Arts Hazy Pale Ale - 355 mL



Coors Edge - 473 mL



Corona Sunbrew 0.0 - 355 mL



Heineken 0.0 - 330 mL



Molson Exel - 355 mL



Muskoka Veer - 355 mL



Perth Brewery Play Lager - 473 mL



Non - Alcoholic Beer

Partake Blonde, IPA, Pale - 355 mL



Peroni 0.0 - 330 mL



Sober Carpenter Blonde, IPA, White, Red - 473 mL



Bottles

Becks Non-Alcoholic 0.0 - 330 mL



Clausthaler Original - 330 mL



Corona Sunbrew 0.0 - 330 mL



Erdinger Alkoholfrei - 330 mL & 500 mL



Heineken 0.0 - 330 mL



Peroni 0.0 - 330 mL



Stiegl Freibier - 500 mL



Ontario Deposit Return Program (ODRP) Containers

Sorting & Shipping

ODRP containers come in a variety of colours, sizes, and shapes. The products need to be sorted into separate bins based on container type, and in the case of glass, by colour.

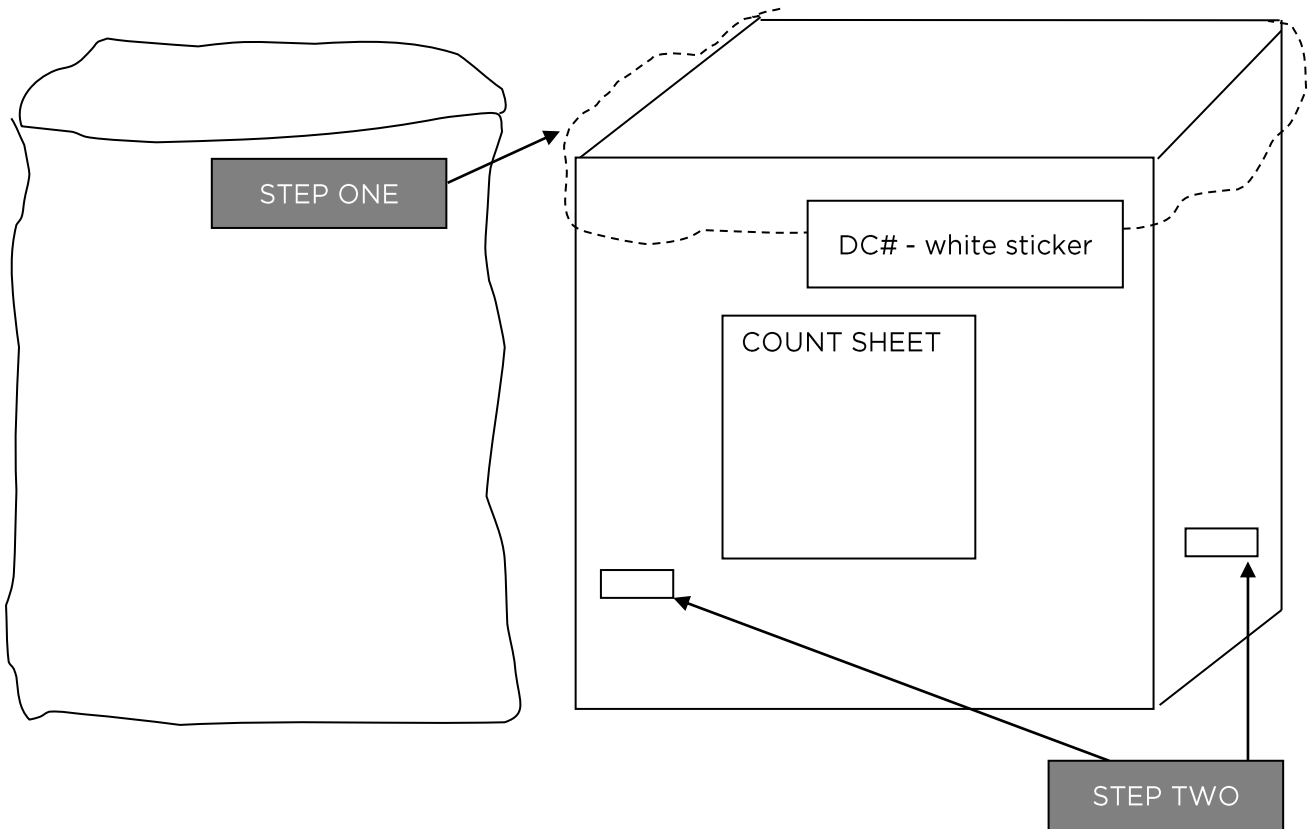
Sorting:

- Clear and other/colour glass must be sorted separately.
 - Clear glass containers have an un-tinted base and neck. Bottles can be plastic wrapped. Georgia Green (rum bottles) are considered clear containers.
 - Coloured glass refers to all coloured, tinted, or near-opaque glass. If you are unsure if a bottle is clear or other/colour, put it in the other/colour bin. Coloured glass CANNOT include ceramic.
- Bottles less than 100 ml can be included in the bins, but are of zero value. Do not mark down on count sheet.
- **Ceramic containers MUST be sorted and shipped separately from glass containers.**
- Caps and corks do not need to be removed from ODRP containers.
- Plastic bottles (PET), tetra paks, and bag-in-box containers are to be sorted separately.
- ODRP aluminum cans do not have to be separated from TBS aluminum cans.

Shipping:

- All bins, bags, and boxes used for shipping must have:
 - A sticker with your customer number written on it
 - A count sheet detailing the number of containers in the bin/bag/box, broken down by deposit category (10 or 20-cents)
- Ceramic containers must be shipped in a box separate from glass containers, properly labelled “CERAMIC”
- Plastic bottles (PET), Tetra paks, and bag-in-box containers are to be placed in clear plastic bags.
- Glass containers are either to be shipped:
 - In a bin provided by your supplying DC.
 - In original purchased cartons or in a supplied knock-down carton. If enough cartons are filled to palletize the glass, follow the steps on page ** for proper pallet construction.

Preparing cardboard bins (gaylords) for ODR glass containers

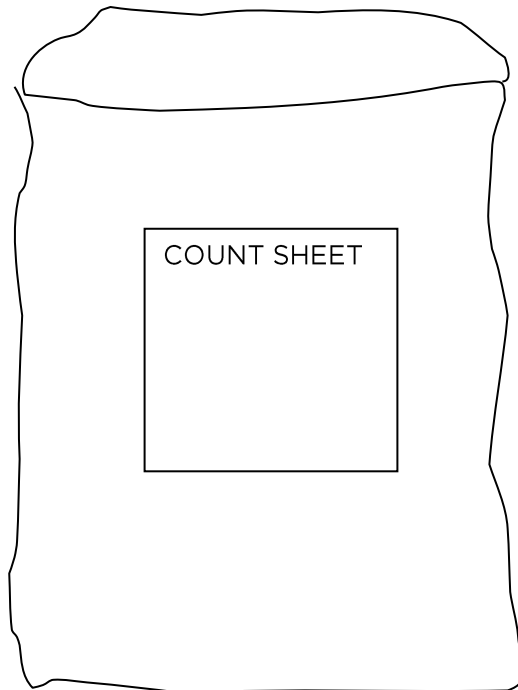


Step one: Insert plastic liner inside cardboard bin. Place a TBS sticker to the outside of the container on plastic liner (please do not stick label directly on to bin). Write your customer # on the sticker.

Step two: Remove or "X" out any stickers/labels that have been placed from previous shipments.

Use separate bins for clear and other/colour glass. If you are unsure of which category the bottles fall under, put the bottles in the other/colour glass bin. Indicate the quantity that is in the bin by recording the information on the count sheet provided by your supplying DC. Securely attach the count sheet to the outside of the bin. The count sheet must be attached to the bin for shipping.

Preparing plastic bottles (PET), tetra paks, & bag-in-a-box containers for shipping



Plastic bottles (PET), tetra paks, and bag-in-box containers are to be separately placed in clear bags. The plastic portion of bag-in-box containers should be taken out of the cardboard box to be counted and shipped in a clear plastic bag. The box can simply be recycled with other cardboard.

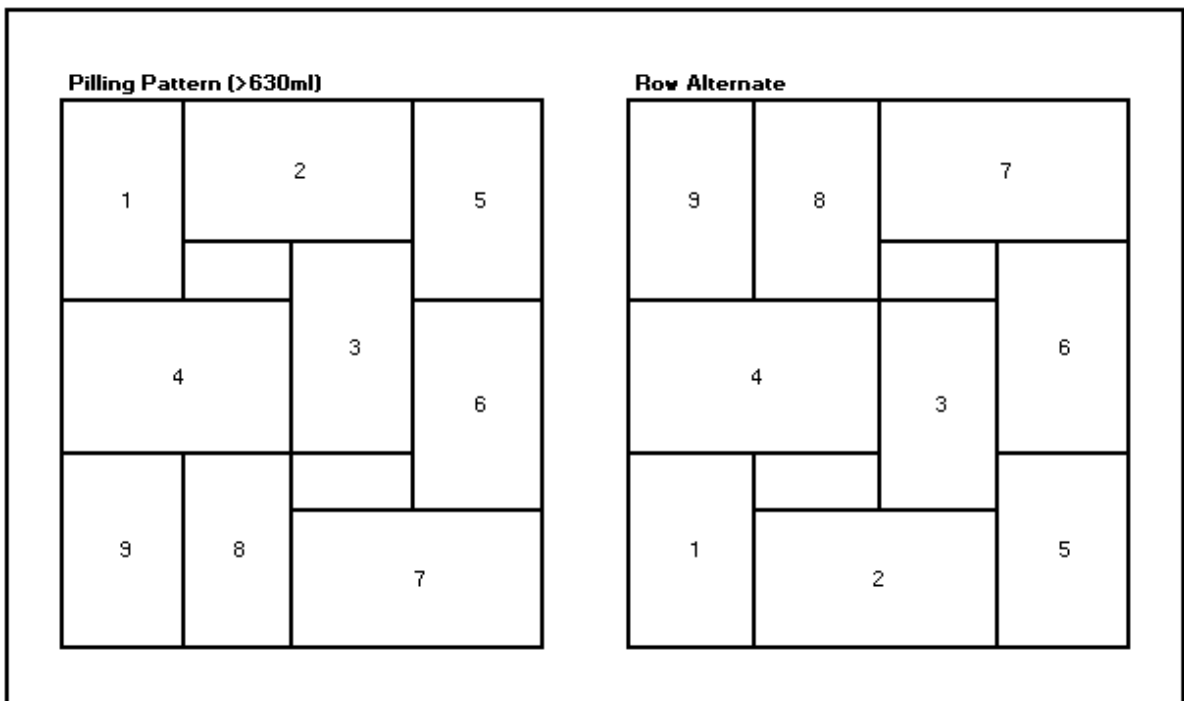
Track the quantity of each bag on a count sheet provided by your supplying DC. Complete a separate count sheet for each bag. Record your customer # on the count sheet and attach to the bag for shipping.

When justified, plastic empty can containers (PECCs) may instead be used with a “check-off sheet” to denote the number of units in the container.

ODRP Containers - Pallet Construction

When palletizing full cases of 20-cent glass ODR bottles, use the guide below for proper placement. If palletizing 10-cent glass ODR bottles, follow the same casing and palletizing procedures as outlined for TBS bottles. The mixing of \$0.10 containers and \$0.20 containers in cartons on the same row is not permitted, with the exception of the top row of a return pallet.

Table L-3: Cases of containers \geq 630 ml



- The row piling pattern must be alternated as depicted in each table to ensure stability.
- Only Brewers Standard Pallets must be utilized for the return of empties.
- A maximum of 9 cases (12 bottles per case) must be placed on each row.
- Two 6-pack cartons can be used in place of one 12-pack case.
- Palletized empty bottles $>$ 630 ml must either be tied on every row or the entire pallet must be shrink wrapped.
- When piling cartons with various heights on a single row, attention must be taken in order to ensure pallet stability when additional rows are added. When possible, place these cartons on top pallet rows to ensure stability.

Ceramic & Porcelain Containers

Ceramic and porcelain containers MUST be kept separate from glass containers.

Glass cannot be recycled to high end use when it is contaminated with ceramic.

It takes only ONE 800-gram ceramic bottle to contaminate 88,000 pounds of glass.

Please keep these containers separate from glass bottles. Ship ceramic containers in a sealed box marked "CERAMIC" that is kept separate from glass containers.

Listed below are examples of brands that have been produced in a ceramic or porcelain container:

Azulejos Anejo
Gallon Of Love



Beau's Lug-Tread



Catrina Reposado
Tequila



Clase Azul Tequila



Confucius Family Liquor



Fen Chiew 30 Years
Spirit



Grand Mayan Ultra
Extra Anejo



Kinmen Guardian Lion
Kaoliang Liquor



Niu Lan Shan Er Guo
Tou 50 Year Old



Samuel Adams
Utopias



Skelly Anejo



Yunjiu Qinghua



Secondary Packaging

Plastic

The Beer Store accepts back all of the packaging involved in our sales to be recycled. Customers using one-use plastic bags from retailers other than TBS should be encouraged to next time use a re-usable bag or a beer box to transport empty containers back to The Beer Store. However, we will still accept the plastic bag for recycling as a customer service.

Plastic bags are to be returned in a clear plastic bag provided by your DC. You do not need to affix a count sheet or sticker to the bag.

Cardboard

Cardboard can be returned in either a green plastic bin (PECC) or cardboard bin (gaylord). The bins do not need a liner. Please break down the cardboard prior to placing in the bin to increase space. Selling supplies such as Beer Store paper bags and 8-pack carriers can be mixed with the cardboard. Please do not mix twine or cord with the cardboard.