**OTS Collector Guidebook** 

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# **1.0 Definitions**

# **1.1 Operational Registrant Roles**

The Program has outlined four key roles as Operational Registrants of the Used Tires Program:

- 1) Collectors (includes but is not limited to: tire retailers, vehicle dealers, auto service centers and dismantlers, municipalities and private waste management companies)
- 2) Haulers
- 3) Processors
- 4) Recycled Product Manufacturers (RPMs)

Each of these categories of registrants will fulfill unique operational roles and responsibilities under the Program. The sections below in this Guidebook will explain the further define each of these Operational Registrants; please refer to additional Operational Guidebooks for further details on each role.

For information on Stewards (Brand Owners, First Importers, Manufacturers of new tires supplied into Ontario), please refer to the Steward Guidebook

## **1.2 Operational Registrant Role Definitions**

#### 1.2.1 Collectors

Under the Used Tires Program Plan, a Collector is a for-profit, not-for-profit, or municipal corporation that has entered into an agreement with OTS for the collection of designated used tires. This is potentially any organization that removes tires from a vehicle, or that collects used tires, including but not limited to:

- Tire dealers, retailers or wholesalers
- Car, Truck or Trailer dealers
- Mass merchants
- Auto Service Center/Garages
- Auto Dismantlers/Recyclers
- Ontario Municipalities that collect used tires
- Private waste management companies

**Please Note:** Businesses that transport used / scrap program tires to Processors are not Collectors under the Used Tires Program. They are termed Haulers under the Program. Please read the definition for Haulers provided below.

#### 1.2.2 Haulers

Under the Used Tires Program Plan, Haulers are businesses which transport used / scrap program tires to an OTS registered Processor.

#### 1.2.3 Processors

The Used Tires Program Plan defines Processors as businesses that:

- a) Process scrap tires into streams that can be further processed in order to recover specific components within the same organization or;
- b) Send scrap tires to downstream Processors for use as a raw material in another process, or;
- c) Where 3Rs options are not available or technically feasible, send scrap tires for use in an energy recovery process or managed through disposal.

#### **1.2.4 Recycled Product Manufacturers (RPMs)**

Recycled Product Manufacturers (RPMs) are considered businesses that use the raw material from Processors for new products or other approved end uses.

## **1.3 Role of a Collector in the OTS Plan**

With locations across Ontario, through stores, vehicle dealerships, garages, and many more, **Collectors** are the organizations that provide a valuable service to the consumer by collecting used tires. These are the tires that are diverted from the waste stream, (i.e. not disposed of by burning or in a landfill, but rather sent to recycling facilities and made into new products that add value to the life of Ontario's communities).

Please note that a collection site is defined by OTS as a designated commercial property. The registration of a Collector's residential address is not permitted as this address would become a designated tire drop off location for the general public. It is at the discretion of OTS to register a residential address given the circumstances however this Collection site will be considered a generator under the program, and eligible for free pick up only.

Funded by tire Brand Owners and First Importers, collectively called Stewards, the Used Tire Program is supported by Tire Stewardship Fees levied on each tire supplied into Ontario. These fees are collected by Ontario Tire Stewardship (OTS) and will allow the Program to manage the collection, storage, transportation, reuse and recycling, and processing of used tires.

## **1.4 Incentives to Register as a Collector with OTS**

Registered Collectors that meet the requirements of a Collector (outlined below, in Appendix A and in the Used Tires Program Plan) are eligible for the following benefits and incentives:

- Free pick up of used tires (collected from residents or generated from their own business) by registered Haulers
- OTS point of sale (POS) material for customers (upon request)
- Business name posted on the OTS website as a registered Collector
- Registered Collectors that file claims in accordance with OTS guidance, will receive a used tire Collection Allowance on eligible tires received from Ontario residents (please refer to the Used Tires Program Plan Collection Incentive Chart below for details on current incentive rates)

Used Tires Program Plan Collection Incentive Chart (Year 1)

Program Tire Classification	Incentive per Collected Tire
Passenger Light Truck (PL/T) Tires	\$0.88
Medium Truck (MT) Tires	\$3.05
Off the Road (OTR) Tires (< or = 1 PTE)	\$0.88
Off the Road (OTR) Tires ( > 1 PTE)	\$3.05

\*\*One (1) Passenger Tire Equivalent (PTE) is equal to ten (10) kg\*\*

## **1.5 Requirements of OTS Registered Collectors**

Once registered with OTS, Collectors are responsible for meeting the following requirements:

- Reporting on the types and quantity of tires they collect in the manner specified by OTS
- Keep track of all tires being received at their facility, including tire drops offs from consumer, resident and/or farmers (i.e. a tire log)
- Accepting, free of charge, used tire drop-offs for the types of used tires that they agree to collect (and that are part of the Used Tires Program Plan) from farmers and residents. In addition to those tires, registered Collectors are obligated to accept up to 4 used tires per person at no charge without the person having to make a purchase
- Storing tires in accordance with Ministry of Environment and Fire Marshall Regulations, and in a manner that ensures they are free of foreign material and excessive moisture, and are secure yet accessible for easy pick up
- Using OTS registered Haulers for free pick up of tires
- Keeping records of the number of used tires accumulated and the Hauler(s) who pick up their used tires in accordance with OTS requirements
- Agree to wait until a minimum number of tires have been accumulated before calling for a pick-up. The minimum number of tires is 50 tires in Southern Ontario, and 75 tires for Northern Ontario. However, this number is negotiable between the registered Collector and registered Hauler.

For further information on the requirements for Collectors, refer to the Collector Agreement in Appendix A of this Guidebook. For information on the types of tires Collectors are to accept in accordance with the program, refer to Appendix B Tire Definitions.

Note: Haulers may charge Collectors a surcharge for non-program tires, tires on rims, tires that are dirty and/or have water in them, etc.

## **1.6 Difference between Collectors and Generators**

A Collector is an organization (registered with OTS) located within Ontario that removes tires from vehicles or receives used tires from consumers.

A Generator is a registered Collector that produces used tires as a result of their own internal operations. For example, such tires have been removed from a vehicle owned and serviced by the same organization. The primary difference between a Generator and a Collector in terms of eligibility for a Collection Allowance is that Collectors are handling consumers' tires (which does attract a Collection Allowance) while Generators are handling their own tires.

Public Self/Storage would be considered a Generator regardless if a tire drop off bin is located in front of the facility as they are not in the business of servicing vehicles and or providing waste disposal pick-up. A Mobile tire service with non- owned commercial property (renting storage space for their scrap tires) would be considered a generator. The renting facility may not have regular business hours, the public would not have access to drop off tires.

It is the responsibility of a Collector to ensure that the tires it receives are eligible to be claimed as "collected". Collectors are not to accept tires that may have originated from a business as drop offs. OTS may request that a Collector provide supporting information regarding tires received by the Collector to verify that these are eligible to be claimed as "Collected". In the event that this supporting information is not available any Collection Allowance and/or Incentives paid by OTS in respect of these tires may be reclaimed from the Collector.

Generators must follow the conditions set out in their agreement with OTS. Organizations which collect only generated tires are not required to accept tires from the general public. Generated tires are not eligible for the Collection Allowance; however they are eligible for free tire pick-up from a registered Hauler.

#### 1.6.1 Collector & Generator of Tires

In certain cases a Collector may both collect and generate tires. This is allowable under the Used Tires Program Plan. Collected tires need to be tracked separately from generated tires by the Collector and manifested on a separate Tire Collection Receipt (TCR) form when having the tires picked up by a registered Hauler. Generated tires do not attract a Collection Allowance (CA) whereas collected tires do attract a Collection Allowance. Both Collected and Generated tires from registered Collection sites are eligible for free pick up.

The status of a tire as being "Collected" or "Generated" is not altered by transferring the possession of a tire from one organization to another. For example, if a Generator transfers tires to a Collector these tires remain "generated", and Collection Allowance may not be claimed on them by the Collector. Any Collection Allowance claimed by the Collector on these tires may be rejected by OTS, and any amounts paid recovered from the Collector.

#### 1.6.2 Auto Recyclers, Scrap Yards, Auto Wreckers and Sites that Otherwise Take Ownership of a Used Tire

Auto Recyclers, Scrap Yards, Auto Wreckers and other sites that take ownership of a Used Tire from a business are able to apply to be Collectors under the Used Tires Program Plan. Tires Collected from passenger cars and farm equipment received/purchased from Ontario residents will be eligible for both free pick up and Collection Allowances. Tires Collected from commercial equipment that have been received/purchased by a Auto Recycler, Scrap Yard or Auto Wrecker (or any other firm who takes legal possession of the vehicle/used tire) are only eligible for free pick up, these tires do not attract a Collection Allowance as they may be considered generated tires.

In reviewing the applicability of the Collection Allowance (CA) on tires from Auto Recyclers, Scrap Yards, Auto Wreckers of any other firm who takes legal possession of the used tire, OTS first consider the

ownership of the tires. As these firms generally take ownership of the vehicles or equipment these tires could be considered generated and therefore not eligible for payment of CA.

However, OTS recognizes that there are two different situations where an auto recycler or scrap yard etc., may acquire vehicles or equipment, from private individuals where the vehicle is for personal use, and from businesses or individuals where the vehicle or equipment was used for commercial purposes. In order to be eligible for payment of a Collection Allowance tires from vehicles or equipment (e.g. trailers) must be from a non-commercial source. Tires from sources that were for personal use should still attract payment of the CA as they could be considered collected, tires from sources that were for commercial use would only be considered generated, the transfer of ownership does not change their status with regards to the CA.

For vehicles that are received/purchased by an Auto Recycler where the vehicle is brought in from another source, a sample size of VIN numbers may be requested with supporting documentation (ex. OMVIC, Exemption Declaration or similar) to show that the vehicle was received from private individuals in order for the CA to be collected, otherwise will be treated as generated from a business.

#### **1.6.3 Scrap Tires from Out of Province**

Scrap tires or used tires that are imported into the Province of Ontario (either loose or as part of a vehicle/scrap purchase) are not eligible for any incentives under the program. These tires are to be treated as non-program tires and disposed of at the cost of the importer.

#### **1.6.4 Tires Received from Businesses**

Collectors are not to accept tires from businesses that would otherwise be eligible to register with OTS and have their tires picked-up by registered Haulers (unless the business in question is a Sub-Collector as defined in the amendment to the Collectors Agreement and such Agreement has been executed by the Collector; refer to section 3.6 of this Guidebook for further details). Transferring a generated tire to another site or Collector does not make it a collected tire; it remains generated and therefore does not attract a Collection Allowance).

#### 1.6.5 Tires dropped off during non-business hours

Scrap tires or used tires that have been dropped off on your property during non-business hours are not eligible for any incentives under the program. These tires are to be treated as generated tires and tracked separately from tires which have been dropped off during business hours. Collectors must keep record of these afterhours tire drop offs (i.e Date of tires found, tire counts and tire types). The registered Collector may have these tires collected by a registered OTS Hauler; however the tires will be classified as Generated tires upon collection by the Hauler. Generated tires are only entitled to free pick up but not the Collection Allowance. For more information on Generated tires, refer to Section 1.6 of the Collector Guidebook.

## **1.7 Accepting a Reasonable Quantity of Tires from Residents**

Registered Collectors are required to accept, free of charge, used tire drop-offs for the types of used tires that they agree to collect (and that are part of the Used Tires Program Plan) from farmers and residents. Registered Collectors are obligated to accept up to 4 used tires per person at no charge without the person having to make a purchase (from Ontario residents and farmers). Collectors are not required to accept large quantities of used tires from a resident/farmer. In the event that a Collector chooses to

accept large quantities of tires from a resident/farmer it is their responsibility to demonstrate that these quantities may have reasonably originated from a resident/farmer. For example Collectors may choose to keep a Collection Log documenting drop offs of used tires (see Appendix G for a sample of such a log).

OTS suggests that those residents/farmers with a large number of tires to be disposed be directed to contact OTS to request a Special Tire Collection Event.

# 2.0 Registration

This section provides prospective Collectors with an overview of the key components of the registration process. By following the step-by-step instructions provided, potential Collectors will be able to submit a Collector registration application.

OTS reserves the right to request that additional information be submitted in order to process an application. Additional information requested is to be provided to OTS within 1 business day of OTS requesting such information. If all additional formation requested is not received within the time frame specified the application will be rejected.

## **2.1 Application Requirements**

In order to proceed with a Collector registration you must have first reviewed the definition of a Collector as provided by OTS and in the Used Tires Program Plan. It is possible to have more than one role under the program (i.e. Collector and Steward). For multi-role participants, separate application form(s) will need to be completed and submitted.

The following information is required before filling out the Collector registration form:

- Name and expiry date of commercial liability insurer
- Worker Health & Safety certification number (WSIB Account number)
- Ontario Business number (if applicable)
- Business start date
- Harmonized Sales Tax (HST) number
- Valid Email Address
- Other relevant permits and worker certifications associated with the storage of used tires.
- OTS will request copies of the additional documents:
  - Copy of Master Business License (if applicable)
  - Copy of Articles of Incorporation (if applicable)
  - Copy of Commercial Liability Insurance, (must have up to \$1,000,000 coverage)
- Electronic Funds Transfer (EFT) form along with a copy of a void cheque

These requirements will vary depending on your municipality and/or business activities. If you have any questions about these requirements, please contact OTS.

## **2.2 Collector Application Process**

Reminder: If you identify yourself as having multiple roles under the Program, you must apply separately for each role by completing the relevant form for that role.

Once have determined that it is appropriate for your business to apply with OTS to become a Collector, you can submit an application form one of three ways;

1) **Online:** takes 10 business days from submission along with additional documents being received in good standings

2) Fax: takes 15 business days along with additional documents being received in good order

3) Mail: Takes 15 business days along with additional documents beings received in good order

#### Note: all time lines are subject to change due to further investigation on the applications.

NOTE: In order to complete the registration application, you need to have the authority to bind your corporation/business or have been granted the authority to bind your corporation / business.

#### 2.2.1 Online Application

Please allow 10 business days for processing your application when applying online. Follow the steps listed below in order to submit a Collector application online

- Go to the OTS website at <u>www.rethinktires.ca</u> Click the "Login" button at the top right of the screen and then select the "Create New Account" tab to create your new online account. Enter a username which is not an email address then enter a valid email address. Submit your request once this information has been entered. An email notification with your OTS username will be sent to your email address.
- 2) Select the link provided or copy and paste in the link into your internet browser to be brought back to the OTS website to create a password. Create a password, note that medium strength is ok- retype the password and select "save". You will receive a message indication that your changes have been saved. You will now be automatically logged in to <u>www.rethinktires.ca</u> with a list of online activities displayed at the right side of the screen.
- 3) Select the role that you are going to apply for (i.e. Collector)
- 4) Complete the registration steps one to four (see Registration Form Help for explanations on the fields that need to be completed on the form
- 5) Click "Finish" to submit your application.
- 6) You will receive a message on your screen that confirms your registration has been submitted. If this message is not received, contact OTS to confirm receipt of your submission.
- 7) OTS will review your application, and contact you in the event that additional information is required to complete your registration. If OTS needs to contact you, the processing time of the application may be more than 10 business days.
- You will be contacted by OTS to advise you as to whether or not your Collector application was approved or rejected (please see Approval or Rejections of Applications section below for further details)

#### 2.2.2 Faxed Application

When applying by fax please allow 15 business days for typical processing. Follow the steps below in order to submit a Collector application by fax:

- Download and print your application form(s) by visiting the OTS website at <u>www.rethinktires.ca</u>. If you are unable to download the forms, contact OTS and hard copies will be provided to you.
- 2) Manually complete the form (see Registration Form for explanations on the fields that need to be completed)
- 3) Once you have completed the form(s), fax them to OTS at 1-866-884-7372; call OTS at 1-888-687-2202 to confirm that the application was received.
- OTS will review the application, and contact you if more information is required to complete your registration. If OTS needs to contact you, the processing time of the application may be more than 15 business days.
- 5) You will be contacted by OTS to advise you as to whether or not your Collector application was approved or rejected (please see Approval or Rejections of Applications section below for further details).

#### 2.2.3 Mailed Application

When applying by mail, please allow 15 business days for typical processing. Follow the steps below (and details on the next page) in order to submit a Collector application by mail:

- 1) Download and print your application form(s) by visiting the OTS website at <u>www.rethinktires.ca</u>. If you are unable to download the forms, contact OTS and hard copies will be provided to you.
- 2) Manually complete the form (see Registration Form Help on the next page for explanations on the fields that need to be completed)
- 3) Once you have completed the form(s), mail them to the address below:

Ontario Tire Stewardship Attn: Registration Centre 300 The East Mall, Suite 100 Toronto, ON M9B 6B7

- 4) OTS will review the application, and contact you if more information is required to complete your registration. If OTS needs to contact you, the processing time of the application may be more than 15 business days.
- You will be contacted by OTS to advise you as to whether or not your Collector application was approved or rejected (please see Approval or Rejections of Applications section below for further details).

## 2.2.4 Collector Registration Form Help

Here are instructions to complete the paper-based Ontario Tire Stewardship registration form. The numbered boxes provide some details to help you complete the form. Note that all fields need to be completed. For further details about terms and conditions of registration, please review the Collector Agreement in Appendix A. To complete this form online, go to: www.rethinktires.ca.

	Comp	<b>Intario</b> blete all the fields on dizations wishing to	this form if you ar	re applying	to be a Col	lector under	the program.	Collector stration Form
1. Complete the <b>Business</b>		ore information, ref	er to <u>www.Rethink</u>		on sites ma	y contact of	is uncerty for spec	
<b>Location Address</b> <b>information.</b> This is the physical location where used	đ	RINT in black ink ss Location Addro	ess (This is the ph	ysical loca		used tires are	e picked up by Hau	lers in the
tires are picked up by Haule: in the Used Tires program. Please note: The Legal Business Name is the legal	rs	Business Name		<u> </u>	<u> </u>			
nameof the business that is registering with OTS and is eligible to claim financial		ss Operating Name	(if different from	legal busir	ness name)		Franchise Name (	if applicable)
assistance credits for collecting scrap tires. The <b>Business Operating Name</b> is the name that the company commonly operates under and may be different from the legal name of the business. <b>The Franchise Name</b> is the name of the Franchise which		on is						
				Province	2	Postal Coc	le	Country
the company operates in affiliation with or with the permission of.		Number	Fax Number		E-mail Address (mandatory)			2. Complete the <b>Primary</b>
		ry Contact Information (This is the primary contact information that should be used for contact information with OTS n 2 Contact Information Section The Primary Contact is the key person who should be contact for communication with OTS Please note: The Fax number should not be on Canada's National Do Not Call List.						
	Conta Addre		as Business Locat	tion Addro	ess above,	or complete	details below	-
(	City			Province	e/State	Postal Coo	de/Zip/Other	Country
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		1: Fax number must ng Address	not be on Canada	s National	Do Not Ca	II L1st.		

	Contact Address	Same as Business Lo	ocation Address above,	or complete details	s below	
	City		Province/State	Postal Code/Zip/	/Other	Country
	For OTS off	ïce use only				
	Date received	d	Activation Date		Confirmati	ion Mailed
	(DD MMM , Registration		(DD MMM , YYYY)		(DD MMM	1 , <i>YYYY)</i>
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	Collector De					
3. Enter the <b>Start Date</b> the business became operational.	MM,	3 <i>YYYY</i> )	Ontario Business I		4	4. The Ontario Business Number is assigned when registering the Business name with Service Ontario. For more information, please visit
	Car / 1 Comm Comm Recrea Agrice Motor Indust	le Manufacturer Light Truck hercial Truck er ational Vehicle ultural Vehicle rcycle or Moped trial Vehicle he-Road Equir 5 he-Road Vehic	Trailer Recreational Agricultural Motorcycle	Fruck Truck Dealer Vehicle Vehicle or Moped ehicle d Equipment d Vehicle Type	<ul> <li>Tire D</li> <li>Tire D</li> <li>Auto S</li> <li>Auto I</li> <li>Genera</li> <li>First N</li> <li>Private</li> <li>Towin</li> <li>School</li> </ul>	lations e Waste Disposal g Company
6. What types of used ti	Passer Medi	Light Truck Tires		Small OTR	R Tires TR Tires	le at <u>www.RethinkTires.ca</u>
<ul> <li>b. What types of used in does your business colle Please select ALL that a Please note: The dimen for the Off-the-Road (O' tires are as follows:</li> <li>Small OTR Tires: 1300R24 to 23.5R Rim Size</li> <li>Medium OTR Tin Above 23.5R25 to inch Rim Size</li> <li>Large OTR Tires</li> </ul>	ct? Agric ppply. kidde sions TR) Small = 25 u hat res= pes av 33 Dasse	ultural Drive and Logger er Tires and Large Industrial Tire ve Scrap Tires in storag vailable at <u>www.RethinkT</u> nger & Light Truck Tires	es ge? Please indicate f <u>Fires.ca</u>	Large OTR Giant OTR	a Tires	7. Complete this section if you have any <b>tires in storage at the</b> <b>date of this application.</b> Select all categories that apply by checking the box and indicate the number of units on the corresponding line.
<ul> <li>Above 33 inch to a including 39 inch l Size</li> <li>Giant OTR Tires 39 inch Rim Size</li> </ul>	nd Rim	ne 12th, 2017 ect to Change Without	Notice Unless Othe	rwise Stated		15

	<ul> <li>Medium Truck Tires</li> <li>Agricultural Drive and Logger Skid</li> <li>Small and Large Industrial Tires</li> <li>Small OTR Tires</li> <li>Medium OTR Tires</li> <li>Large OTR Tires</li> <li>Giant OTR Tires</li> <li>Do you collect tires from other collect Please indicate the category and number</li> </ul>	tion points not registered	<ul> <li>8. Complete this section if yo other locations e.g. local gar registered sites where used ti Note: For these tires to be eli collection, no disposal fee ca other collection point.</li> </ul>	rages. These are non- res are collected. gible for no-cost
9. If you qualify for another role in the program, please indicate the role(s) here.	Garages Used vehicle retailers Other Please specify description: Are you planning to, or already register	ered for another role in th		Enter the Expiry
10. Enter the Name of the Commercial Liability Insurer.	9 Steward I Hauler Name of Commercial Liability Insurer	Recycled Prod	luct Manufacturer Liab te of Commercial Liabilit	e of the Commercial pility Insurance. ty Insurance 12. Enter the Worker Health and Safety Certification Number or Work place Safety
14. Enter the GST /HST Registration Number	Worker Health and Safety Certification Describe Relevant Permits and Worker Certifications	13		(WSIB) registration number in Ontario. If there are no employees write "No Employees"
here. (This is a 9 digit number that ends in RT001 e.g. 123456789 RT0001). For more information, contact Canadian Revenue Agency (CRA).	HST Registration Number (7 digits)	of W as ha	3. Enter a brief description f <b>Relevant Permits and</b> <b>Vorker Certifications</b> ssociated with the storage, andling and processing of sed tires.	
	Acknowledgment of Agreement The applicant hereby acknowledges re Ontario Tire Stewardship as a Collect agrees to be bound by them. Authorized signature	or" set out below, has the		ipany, and
15. <b>Signature</b> of company representative who has signing authority.		Position	17 (DD MM	<ul> <li>16. Print Name and Position of the person with signing authority.</li> <li>17. Enter today's Date.</li> </ul>
18. Print <b>Name</b> of who completed the		Phone (fc 19 ( )	1	

#### 2.2.5 Collector EFT Form

OTS is moving towards the elimination of cheques as a form of payment to reduce fraud and mailing issues. EFT payment from OTS will allow payment to be expedited to your organization using secure software technology.

Collector payments starting as of April 1<sup>st</sup> 2015 will only be paid via EFT. Should OTS not receive your EFT information then all payments outstanding will remain on hold until we receive this information. If there is a payment pending with OTS, a year-end review will be completed to void all payments that have not been able to be processed by EFT. If your EFT information change in the future, please ensure to update OTS with this information so that we can update our system.

If you have multiple collector registration accounts, please fill out an individual EFT form, with copy of your void cheque for each registration number.

	<b>©</b> TS
	Rethink your relationship with tires
	EFT Payment Form
please fill out the banking info	or will only by EFT. To ensure your information is received and updated on ormation below, have an authorized signing officer from your company sign ue and return this information to OTS no later than <u>February 1<sup>st</sup> 2015</u> .
Please return this FORM belo	w with a copy of your VOID CHEQUE to:
	E-mail: <u>scorasaniti@rethinktires.ca</u> OR Fax: 1-866-884-7372, Attn: Stefanie
OTS Registration Number	
Company Legal Name	
Name of Bank	
Bank Number (3 digits)	
Transit Number (5 digits)	
Account number	

Name & Title of Authorized Signing Officer from your company Authorized Signature

# 2.3 Application Approvals & Rejections

Once an application is received and reviewed by OTS it will either be approved or rejected.

If an application is approved, the participant will be contacted by OTS and provided with a welcome letter, as well as a registration number. This registration number is unique to each company and is to be used on all documentation completed by that registrant in accordance with the Program. The participant will receive a welcome letter along with a QR code to be placed at their collection site for pick up purposes.

If an application is rejected, the applicant will be contacted by OTS and provided with the reason(s) for the rejection (i.e. missing information, incorrect information etc.). OTS will reject any application within 48 hours of contacting the company for additional information and it is not sent to OTS within the 48 hour time frame.

## 2.4 Adding an Authorized User to an Account

Certain information regarding a registered Collectors account may only be divulged to the contact OTS has on file (and the person with signing authority who signed the contract with OTS upon registration). Additional users may be added using the applicable procedure below:

## 2.4.1 Adding an Additional Company Contact

To add an additional company contact, the current contact or contact with signing authority on file for the registered Collector must contact OTS either via email at info@rethinktires.ca or by phone at 1-888-687-2202 and provide OTS with the following:

• Full name of Additional Contact

These details will be added to your OTS account by an OTS staff member.

# 2.5 Making Changes to Registrant Information

There are some types of information changes that cannot be made to Collector accounts without completing a new registration form.

#### Changes to the following fields require the participant to submit a new Collector application:

- Changes to Legal Business Name (including those resulting from a company purchase or takeover)
- Businesses that have been purchased or taken over (changes to ownership)

If the Primary Business Address has changed however the Legal Business Name remains the same the participant may keep the same registration number. The business address will not be amended until all additional documents containing the new business address have been provided to OTS. Please contact OTS if this is applicable to your account, and OTS will instruct the participant on which documents must be sent in.

In the case a participant needs to re-register with OTS the registration number will be closed as of the date of change or the date OTS was informed of the change.

For all other change requests, the contact or contact with signing authority may request that the file information be updated by contacting OTS via email at <u>info@rethinktires.ca</u> or by phone at 888-687-2202. Confirmation will be given by OTS once the updates have been made.

#### 2.5.1 Company Acquisitions

In the event that a Collector is purchased by another firm/company OTS is to be contacted in writing. OTS will then work with the firm(s) involved to ensure that all parties operate in accordance with OTS rules and agreements. Notices of acquisitions of a registered Collector or by a registered Collector should be sent to info@rethinktires.ca. QR Codes are not transferable to different legal names please see section 2.5.2 on replacing a QR code.

## 2.5.2 Requesting Replacement QR Code

In the event that a Collector requires a replacement QR Code the Collector needs to contact OTS so a replacement can be issued. The request can be placed by phone at 1-888-687-2202 or via email at info@rethinktires.ca.

# 2.6 Assigning Accounts

In accordance with the applicable participant agreement, participants may choose to assign their accounts receivable from OTS to another party. Any participant wishing to have any future receivables assigned to another party must submit their request in writing to OTS indicating their participant number, requested assignment effective date (assignments may only be requested for future periods). Once received OTS will review the request and make the applicable adjustments to the file. OTS will confirm back via written confirmation (or via email) that the account changes have been accommodated and note the effective date of the assignment. OTS will complete these requests, or respond with additional questions within 30 days of receiving the written request of account assignment.

# 3.0 Tire Pick Ups

This section is meant to outline some of the various types of tire pickups a Collector may request under the Used Tires Program Plan.

# 3.1 Pre-Program/Tires in Inventory Tire Pick Up Options

For Pre-Program Tire pick ups (see definition below), there are two options for Collectors in terms of pick ups that are in accordance with the Use Tires Program Plan. The first option is to handle the tires outside of the program. This option would be fully arranged by and paid for by the Collector. The second option is to sign an addendum to the Collectors agreement whereby the tires will be picked up by registered Haulers and tracked by OTS. The costs associated with this pick up would be recovered from the Collector from future Collector over a three year term (additional details are available in section 3.1.3 of this Guidebook).

## 3.1.1 Definition of Pre-Program Tires

"Pre-program tires" are defined as used tires generated or collected prior to the September 1, 2009 which was the Used Tires Program launch date.

Generally pre-program tires are not part of the Used Tires Program and are not subject to any of the program rules as no tire stewardship fees are collected and no incentives (CA, TI, PI, MI) are paid.

Collectors / Generators who have pre-program tires will not qualify for Collection Allowance (CA) payments or free tire pick-up on these tires.

Collectors need to declare the inventory of pre-program tires prior to the September 1, 2009 program start date or at time of registration if after September 1, 2009. Failure to accurately complete the inventory declarations may result in OTS withholding any outstanding CA payments. Note that Haulers may charge Collectors for the pick-up of pre-program tires as no Transportation Inventive is paid on these tires.

Tires that are collected after September 1, 2009 but before a Collector are registered are considered program tires termed Tires in Inventory and are not eligible for the Collection Allowance or free pick up.

Tires collected after a Collector has successfully registered with OTS and after September 1<sup>st</sup> 2009 are considered Program Tires and may be eligible to attract CA and free pick up.

#### 3.1.2 Pre-Program Tire Pick Ups Fully Arranged by Collector

Collectors may choose to have their pre-program tires removed by a Hauler and sent to a Processor outside of the OTS program. There are no required OTS forms to be completed by a Collector or Hauler when picking up pre-program tires in this manner as this arrangement is between the Collector and Hauler, no OTS incentives will be paid for these tires.

Haulers may choose to charge Collectors for the pick up of these tires as they will not be compensated by OTS. Collectors must keep documentation of any Pre-Program tire removals arranged in this manner for tracking purposes.

#### 3.1.3 Pre-Program Tire Pick Ups; Addendum to Collector Agreement

OTS has created a "Pre-Program Tires in Inventory Clean-up Program" including an Addendum to the Collector Agreement that can be signed by a Collector with Pre-Program tires that they would like to have removed through the OTS program. These tires are not eligible for Collection Allowances, however upon entering into an agreement with OTS, a Special Tire Collection can be arranged at the discretion and timing of OTS, where the tires would be picked up by a registered Hauler.

All costs associated with the removal and processing of these tires would need to be paid back by the Collector over a three year term. No CA for tires collected while the Collector has a remaining balance with OTS will be paid; any CA accumulated would be automatically applied against any outstanding balance. All costs must be repaid to OTS within a 3 year term. For additional information about the terms of this type of pre-program tire removal refer to Appendix C of this Guidebook for the Addendum to Collector Agreement.

#### 3.1.3.1 Addendum to the Collector Agreement for Pre-Program Tires

If a Collector wishes to have any pre-program tires picked up through the OTS program they must first review and sign the Addendum to the Collector Agreement for Pre-Program Tires.

A copy of the agreement can be downloaded from the OTS website (and a sample can be viewed in Appendix C. All sections must be completed and the original signed form forwarded to OTS at the following address:

Ontario Tire Stewardship ATTN: Registration Centre 300 The East Mall, Suite 100 Toronto, ON M9B 6B7

Once OTS has received the signed, unaltered original addendum the Collector will be notified by OTS and they may proceed with requesting a Special Tire Collection event to have the tires removed.

#### 3.1.3.2 Requesting a Special Tire Collection Event for Pre-Program Tires

Once a Collector has received confirmation from OTS that the Addendum to the Collector agreement was received in good order, the Collector may contact OTS to request a Special Tire Collection (STC) by emailing <u>Info@rethinktires.ca</u> with "STC Request as Per Addendum to Collector Agreement" in the Subject field. The email must including the following information:

- Collector Number, Name, Contact Information
- Collection location (must be the same as the Collectors registered location)
- Number and Type of Pre-Program tires to be picked up
- Preferred Hauler (if applicable)

OTS will acknowledge your email within 24 hours. The STC will be scheduled at the discretion of OTS and will be based on a number of factors including the capacity for tire processing in Ontario. Once approved, the Collector will be given an STC Authorization Code, and an estimated cost (which is subject to change) that will need to be paid back by the Collector as per the terms of the addendum.

# 3.1.3.3 Completing a Special Tire Collection Form for Pre-Program Tires as per Addendum

At the time of pick up (prior to the Hauler removing the tires from the property) a Special Tire Collection (STC) Form must be completed.

The Collector primary contact or representative confirms the information in Part 1 of the form (excluding the Event Number):

- Group/Individual Name
- Address
- City
- Postal Code
- Telephone Number

The Hauler completes all Information Fields in Part 1 & 2: Part 1:

- Event Number
- Group/Individual Name
- Address
- City

- Postal Code
- Telephone Number

Part 2:

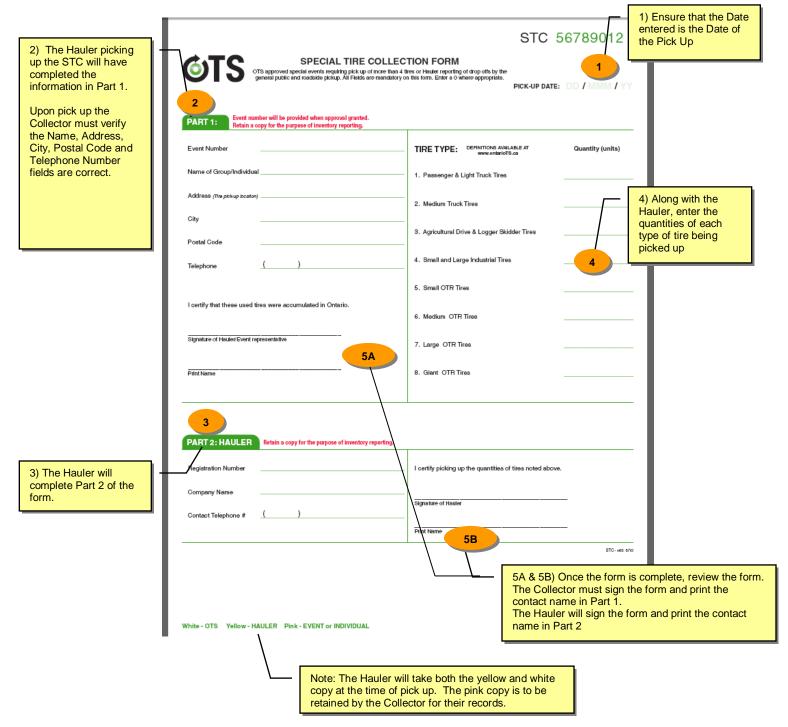
- Hauler Registration Number
- Company Name
- Contact Telephone Number

The Hauler and the Collector primary contact or representative, jointly complete the "Tire Type and Quantity" section of the STC Form. Upon completion, both parties need to sign the STC Form in the appropriate fields.

The pink copy of the STC form is to be left with the Collector primary contact or representative, the Yellow copy will be kept by the Hauler and the white copy will be forwarded to OTS by the Hauler as part of the Hauler claim.

Please see the Completing a Special Tire Collection Form for Registered Collectors – Help section below for additional details.

#### 3.1.3.4 Completing a Special Tire Collection For Registered Collectors Form – Help



#### 3.1.3.4 Total Costs Related to Pre-Program Tire STC Pick Ups

Once the pick up of Pre-Program tires is complete, OTS will notify the Collector of the final costs incurred, as a result of the pre-program tire pick up, in writing. The total amount owing will be put into the Collectors account as an amount owing to OTS and will likely result in a debit balance. The amount will be recovered in accordance with the terms and conditions in the Addendum to the Collectors agreement.

## 3.2 Tires in Inventory Tire Pick Ups

Tires in inventory are those scrap tires that where generated or collected after September 1<sup>st</sup> 2009 but PRIOR to a Collector becoming registered with OTS.

When Haulers are picking up tires in inventory from a Collector, the collection must be documented on an Unregistered Collection Receipt (UCR) Form. Collection Allowance (to the Collector) and Transportation Incentives (to the Hauler) are not paid on Tires in Inventory; therefore the Hauler may charge the Collector a fee for tire pick up.

#### **3.2.1 Completing a UCR Form for Tires in Inventory**

The Collector Completes Part 1 of the Form (enter the site information in the Registered Collector section of the UCR Form).

- Company Name
- Address
- City
- Postal Code
- Telephone Number

The Hauler Completes Part 2:

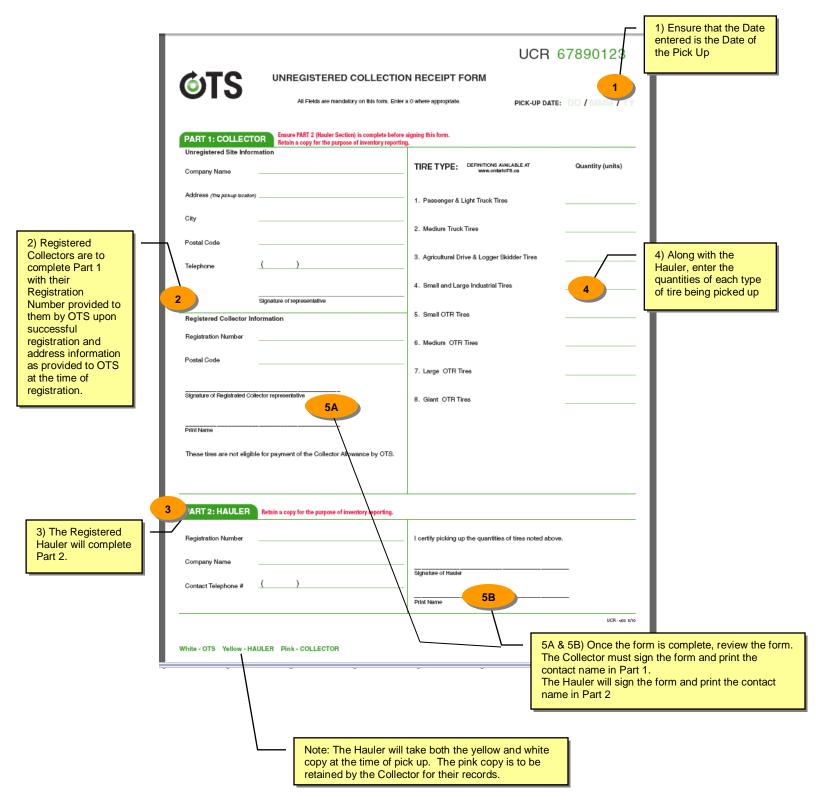
- Hauler Registration Number
- Company Name
- Contact Telephone Number

The Hauler and the Collector jointly complete the "Tire Type" and "Quantity" section of the UCR. Upon completion, both parties need to sign the UCR.

The pink copy of the UCR form is to be left with the Collector, the Yellow copy will be kept by the Hauler and the white copy will be forwarded to OTS by the Hauler as part of the Hauler Claims process. The Collector will not need to file the UCR form with OTS.

Please see the Completing a UCR Form for Tires in Inventory-Help section below for additional details.

## 3.2.2 Completing a UCR Form for Tires in Inventory-Help



# **3.3 Registered Collector Tire Pick Ups**

Collectors registered with OTS are entitled to scrap program tire pick ups by registered OTS Haulers free of charge. Only Collection sites that are registered with OTS are eligible for free pick up; a Collector must ensure that the information provided to OTS is correct for the pick up location (including postal code) this information can be verified on the OTS website <u>www.rethinktires.ca</u>. A Tire Collection Receipt (TCR) Form must be completed when a Hauler is picking up tires from a registered Collector.

NOTE: Addresses for registered Collector sites listed on TCR forms must match what OTS has on file for that registered Collection site. If they do not match, the pick up may be considered as being from an unregistered collection site (not eligible for CA or free pick up).

## 3.3.1 Requesting a Tire Pick Up

Collectors are expected to arrange tire pick ups with registered Haulers. OTS does not get involved in the day to day scheduling of tire pick ups between Collectors and Haulers. Collectors should contact a Hauler that they have a relationship with to request a pick up be scheduled once the minimum number of tires have been accumulated by the Collector. The minimum number of tires is 50 tires in Southern Ontario, and 75 tires for Northern Ontario, however, this number is negotiable between the registered Collector and registered Hauler.

#### 3.3.1.2 Collectors Who Are Also Registered Processors

Effective May 1<sup>st</sup> 2012 Collectors whose location is also that of a registered Processors will not be eligible to claim a Collection allowance on tires they collect that will be Processed at the same site. These tires will be documented on UCR forms.

## 3.3.2 Difficulty Arranging a Tire Pick Up

In the event that a Collector is having difficulty being serviced by a Hauler, please contact OTS at <u>info@rethinktires.ca</u>. Outlining the situation. Be sure to include the following information:

- Collector Number, Name and Contact Information
- Hauler(s) contacted
- Number and type of tires that need to be picked up
- Length of time you have been waiting for a pick up to be scheduled

OTS will acknowledge your email within 24 hours; a pick up solution may take up to 48 hours or longer, depending on the circumstances surrounding your request.

## 3.3.3 Completing a Tire Collection Receipt (TCR) Form

Once a pick up has been scheduled and the Hauler is on site, but prior to the Hauler removing tires from a registered Collection site, a TCR form must be completed.

The Collector/Generator Completes Part 1:

• Registration Number (OTS registration number)

- Company Name
- Address
- City
- Postal Code
- Telephone Number
- If scrap tires are generated by the Collector, check of the box "These tires are "generated" and therefore not eligible for payment of the Collection Allowance by OTS." Please refer to Section 1.6 of this Guidebook for definitions of Generated vs. Collected tires.

The Hauler Completes Part 2:

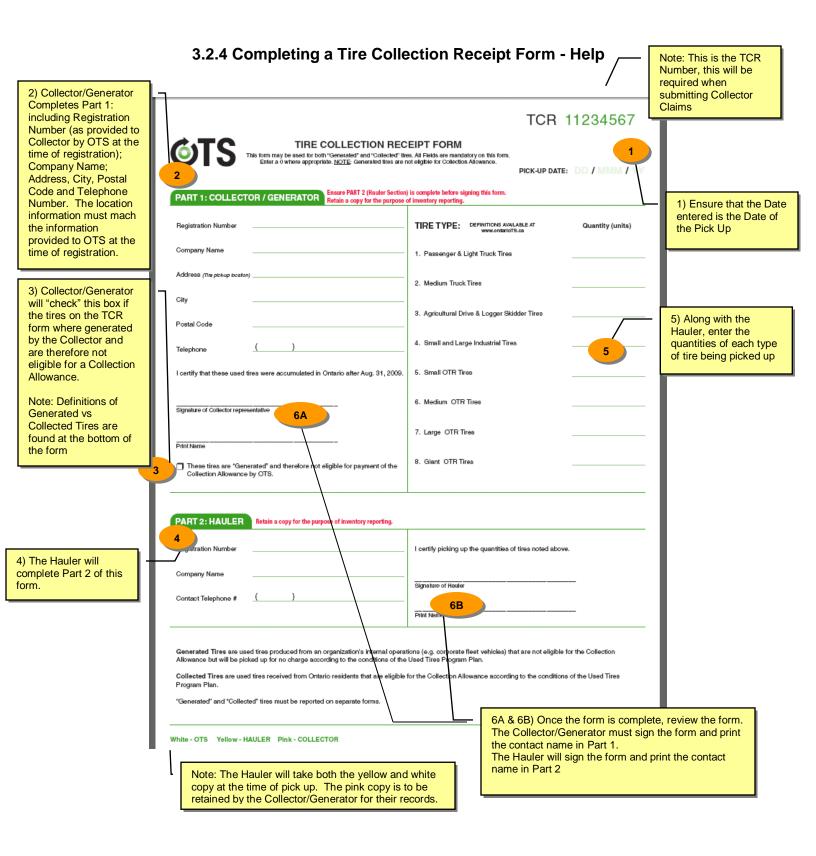
- Hauler Registration Number
- Company Name
- Contact Number

Note: Generated and Collected Tires must be reported on SEPARATE TCR forms. Generated tires are used tires produced from an organizations internal operation (e.g. corporate fleet vehicles) and are not eligible for the CA but will be picked up free of charge. Collected tires are eligible for the CA according to the conditions of the Used Tires Program Plan.

The Hauler and the Collector jointly complete the Tire Type and Quantity section of the TCR. Upon completion, both parties need to sign the TCR.

The pink copy of the TCR form is to be left with the Collector, the yellow copy will be kept by the Hauler and the white copy will be forwarded to OTS by the Hauler as part of their Hauler Claim.

Please see the Completing a Tire Collection Receipt Form -Help section below for additional details.



# 3.4 Dedicated Off the Road Tire Pick Ups

If a Collector needs to schedule a pick up of Off the Road Tires, the Collector needs to specify the types of tires to be picked up when contacting their Hauler to arrange a pick up. The Hauler will need to make arrangements with OTS to pick up the Off The Road tires prior to the pick up.

### 3.4.1 Completing a DOT Form

Once a pick up of the Off Road Tires has been scheduled, the Hauler arrives at the Collection site and prior to the Hauler removing the tires from a registered Collection site, a DOT form must be completed (this is only for FULL loads of OTR Tires).

The Collector Completes Part 1

- Company Name
- Address
- City
- Postal Code
- Telephone Number
- If scrap tires are generated by the collector, check of the box "These tires are "generated" and therefore note eligible for payment of the Collection Allowance by OTS."

The Hauler Completes Part 2:

- Hauler Registration Number
- Company Name
- Contact Telephone Number

The Hauler and the Collector jointly complete the "Tire Type" and "Quantity" section of the DOT. Upon completion, both parties need to sign the DOT.

The pink copy of the DOT form is to be left with the Collector, the yellow copy will be kept by the Hauler and the white copy will be forwarded to OTS.

## 3.4.2 Completing a Dedicated OTR Tire Collection Form - Help

			1) Ensure that the Date
2) Collector/Generator Completes Part 1: including Registration Number (as provided to	DEDICATED OTR TIRE COL Dedicated loads of off-the-road (OTR) tires All Fakis are mandatory on this form. Entire	generated in Ontario.	entered is the Date of the Pick Up
Collector by OTS at the	All Heids are mandatory on this form. Enter	a o where appropriate. PICK-UP DATE: DD / MMM	
time of registration); Company Name; Address, City, Postal	2 ATT 1: COLLECTOR / GENERATOR Retain a copy for the purpose	) is complete before signing this form. of inventory reporting.	
Code and Telephone Number. The location information must mach	Registration Number	TIRE TYPE: CEFINITIONS AVAILABLE AT Quantity (units)	
the information provided to OTS at the	Company Name	1. Agricultural Drive and Logger Skidder Tires	
time of registration.	Address (The policy boaton)	2. Small and Large Industrial Tires	
3) Collector/Generator	City	3. Small OTR Tires	5) Along with the Hauler, enter the
will "check" this box if the tires on the DOT form are not eligible for	Telephone	4. Medium OTR Tires 5	quantities of each type of tire being picked up
Collection Allowance (i.e. The tires were	I certify that these used tires were accumulated in Ontario after Aug. 31, 2009.	5. Large OTR Tires	
generated by the Collector)	Signature of Collector representative	6. Giant OTR Tires	
Note: Definitions of Generated vs	6A Print Name	Scale Ticket #	
Collected Tires are found in section 1.6 of the Collector	These tires are not eligible for payment of the Collector Allowance by OTS.	Scale Ticket Weight (KG)	
Guidebook	3		
	PART 2: HAULER Retain a copy for the purpose of inventory reporting.		
	4 Registration Number	I certify picking up the quantities of tires and the total weight noted above.	
	Company Name	бВ	
4) The Hauler will complete Part 2 of this form.	Contact Telephone # _()	Schatuse of Hauler	
	<mark>-</mark>	D07-ves sho	
	White - OTS Yellow - HAULER Pink - COLLECTOR	6A & 6B) Once the form is c The Collector/Generator mu the contact name in Part 1. The Hauler will sign the form name in Part 2	ust sign the form and print
	Note: The Hauler will take both the		
	copy at the time of pick up. The pi retained by the Collector/Generato	nk copy is to be r for their records.	

#### 3.4.3 TreadMarks Mobile

TreadMarks Mobile is an Application (app) developed by OTS that runs on an iPad Mini. This is an electronic manifest system replaces the paper forms currently used by Collectors and Haulers (TCR/ DOT/ UCR forms).

TreadMarks Mobile captures all the components of a form electronically, including supporting documentation. This system transmits your forms (transactions) to OTS over a WiFi Internet connection and all transaction can be found on your online username on <u>www.rethinktires.ca</u>.

All participants identified with Quick Response (QR) Codes. Each Collector will be required to post a unique QR code near their pile of tires. When a Hauler picks up tires, they will scan your QR code. The Collector is responsible for verifying all the information entered onto the ipad is correct (i.e tire counts) and provide their signature at the end of the transaction. Collectors are still responsible for submitting their claim online every quarter.

#### 3.4.4 QR Codes

A QR code is a bar code that can be scanned by electronic devices. Your QR code contains your registration number, and is scanned by the Hauler at the time of tire pickup. Photocopying or moving the QR code is prohibited – may lead to OTS deleting tire quantities from a Collectors claim.



#### Example of how a OTS Collector QR code looks

All Collectors must have their QR code in place for any TCR pick-ups as of August 1, 2014. Tire pick-ups at Collectors without a QR code as of this date must go on a UCR form NO CA or TI will be paid.

	TCR 10120981	No Service 🗢		9-28 AM		\$ 85% 🗩 f
GOTS THE COLLECTION RE This form may be used for both "Generated" and "Collication Enter a 0 where appropriate. <u>NOTE:</u> Generated ties a	ECEIPT FORM "free. AF Freids are mandatory on this form, or not eligible into Collection Allowance.	< Back	TCR 196	395909		0
PART 1: COLLECTOR / GENERATOR Relate a copy for the purpose	PICK-UP DATE: DD / MMM / YY of is complete before signing this tores. of investory reporting.		Transaction	Information	$\sim$	Ø
Registration Number	TIRE TYPE: DEPartors Ann.Asc. AT Quantity (units)				_	
Company Nanie	1. Passenger & Light Truck Tires		Hauler	MACPHATTER GROUP INC	$\sim$	$\mathbf{\sim}$
Address (794 pick-up Incation)	2. Medium Truck Tires		Collector	KELLY AUTO SERVICE	$\mathbf{\mathbf{v}}$	
Postal Code	3. Agricultural Drive & Logger Skidder Tires		concetor	REELT NOTO SERVICE		-
Telephone ()	4. Small and Large Industrial Tires		Tire Quanti	ties	$\sim$	Ø
I certify that these used fires were accumulated in Ontario after Aug. 31, 200	5. Small OTR Tires				_	
Signature of Collector representative	6. Medium OTR Tres		Eligibility		$\sim$	$\mathbf{\sim}$
Print hame	7. Large OTR Tires		Photos (opt	ional)	$\sim$	
These tires are "Generated" and therefore not eligible for payment of the Collection Allowance by OTS.	8. Giant OTR Tires	-				
		pt	Comments	(optional)	$\checkmark$	
PART 2: HAULER Retain a copy for the purpose of inventory reporting.						
Registration Number	I certify picking up the quantities of tires noted above.	Rec				
Company Name	Signature of Haules					
Contact Telephone # ()		itio				
	Prist Name	lec				
Generated Tines are used tires produced from an organization's internal ope Allowance but will be picked up for no charge according to the conditions of t	irations (e.g. corporate fleet vehicles) that are not eligible for the Collection the Used Tires Program Plan.	Collection Receipt				
Collected Tires are used tires received from Ontario residents that are eligible Program Plan.	tie for the Collection Allowance according to the conditions of the Used Tires	ire (			_	
"Generated" and "Collected" tires must be reported on separate forms.	te prime to the second state of the	i i		Confirm, Sign, Submit >		
White - OTS Yellow - HAULER Plink - COLLECTOR	709-48 996 OTS			~ ~ ~		

## 3.4.5 Difference between Paper transactions and TM Mobile

## Tire Counts Section Paper vs Mobile

		No Service T			BISZ AM		1 74%
		< Back	TCR 1	96395	909		0
TIRE TYPE: DEFINITIONS AVAILABLE AT www.ontarioTS.ca	Quantity (units)		Enter Ti	ire Quant	tities		
			46	Passenge	er and Light Tr	ruck Tires	
<ol> <li>Passenger &amp; Light Truck Tires</li> </ol>		-	0	Medium	Truck Tires		
			2	Agricultu	iral Drive & Lo	gger Skidder	
2. Medium Truck Tires			0	Small an	d Large Indus	trial Tires	
			0	Small OT	'R Tires		
3. Agricultural Drive & Logger Skidder Tires			0	Medium	OTR Tires		
			0	Large OT	TR Tires		
4. Small and Large Industrial Tires			0	Giant OT	'R Tires		
5. Small OTR Tires		Tire Collection Receipt					
6. Medium OTR Tires		tion		1	2	3	
		llec		4	5	6	
7. Large OTR Tires		8	~	7	8	9	~
	·					-	
8. Giant OTR Tires				DONE	0		
						And an other designs of the local distribution of the local distributi	

# 3.4.6 Reviewing and Verifying a Tire Collection Receipt (TCR) Form on the Mobile App

Once a pickup has been scheduled and the Hauler is on site, but prior to the Hauler removing tires from a registered Collection site, a TCR form on the mobile device must be completed.

The Collector/Generator reviews Part 1:

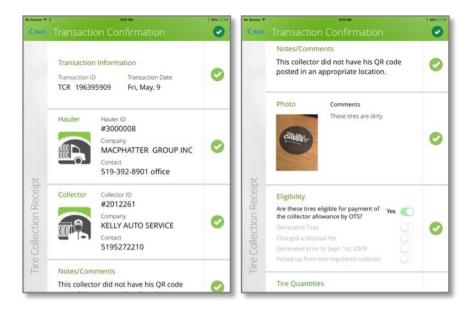
- Registration Number (OTS registration number)
- Company Name
- Telephone Number
- Tire Counts
- If scrap tires are generated by the Collector, check of the box "These tires are "generated" and therefore not eligible for payment of the Collection Allowance by OTS." Please refer to Section 1.6 of this Guidebook for definitions of Generated vs. Collected tires.

Note: Generated and Collected Tires must be reported on SEPARATE TCR form on the mobile app. Generated tires are used tires produced from an organizations internal operation (e.g. corporate fleet vehicles) and are not eligible for the CA but will be picked up free of charge. Collected tires are eligible for the CA according to the conditions of the Used Tires Program Plan.

The Hauler and the Collector jointly review the Tire Type and Quantity section of the TCR. Upon completion, both parties need to sign the TCR transaction. The Collector needs to ensure that all information entered on the mobile device are correct. The Hauler can only make changes to a form prior to signatures being entered.

Once the TCR transaction has been signed by both parties the Hauler will sync the transaction when he is in a WI-FI zone and a copy of the transaction will be uploaded the Collectors username on our OTS website <u>www.rethinktires.ca</u> under the corresponding claim period.

Please see the verifying a Tire Collection Receipt Transaction -Help section below for additional details.



Kalanina T Kack	Transaction Confirmation		Ha Back	Transaction Confirmation	THN D
	Medium Truck Tires         6       Medium Truck Tires         6       Medium Truck Tires         0       Agricultural Drive & Logger Skidder         0       Small and Large Industrial Tires         0       Small OTR Tires         0       Medium OTR Tires         0       Large OTR Tires         0       Giant OTR Tires	0		0 Giant OTR Tires Hauler I certify picking up the quantities of tires noted above March Dryman Zach Dryman Collector	0
Tire Collection Receipt	Hauler I certify picking up the quantities of tires noted above March Dryman Zach Dryman	0	Tire Collection Receipt	Claim Period May 1-31	0
	Collector				

## 3.4.7 Difficulty Arranging an Off the Road Tire Pick Up

In the event that a Collector is having difficulty finding a Hauler to pick up off road tires, please contact OTS at <u>info@rethinktires.ca</u> outlining the situation. Be sure to include the following information:

- Collector Number, Name and Contact Information
- Hauler(s) contacted
- Number and type of tires that need to be picked up
- Length of time you have been waiting for a pick up to be scheduled

OTS will acknowledge your email within 24 hours; a pick up solution may take up to 48 hours or longer, depending on the circumstances surrounding your request.

## **3.5 Registered Collector Special Tire Collection Events**

There are two types of Special Tire Requests that can be requested by <u>Registered Collectors</u>. The first is an event open to the public to encourage tire drop off at their location (i.e. tire clean up days etc). The second is an STC that can be arranged which would allow the Collector to have Pre-program tires picked up and this is covered under Section 3.1 of this guidebook.

#### **3.5.1 Registered Collectors Special Tire Collection Event**

Registered Collectors who wish to hold a Special Tire Collection event encouraging Ontario residents/farmers to drop off tires at their registered Collection site will contact OTS to notify them of the event. Collectors will arrange pick ups for the tires collected at the event through a Hauler of their choice or request that OTS identify a Hauler. These pick ups will follow the same procedures as for picking up scrap tires from a Registered Collection site (see section 3.2 of this Guidebook for further details)

## 3.6 Sub-Collector to Collector Tire Transfer

OTS acknowledges there may be situations where a registered Collector may seek to provide used tire collection services to a number of small organizations that are not registered with the program (e.g. a tire dealer registered as a Collector taking used tires from their maintenance garage or from customers who are not registered with OTS). In order for tires collected through these channels to be attributed to the primary Collector a "Sub-collector Agreement(s)" will need to be executed. Only tires received from Sub-collectors <u>after</u> the date that the Sub-collector agreement is signed, submitted to and approved by to OTS will be eligible for free pick-up and payment (to the registered Collector) of Collection Allowance on tires collected by the sub-collector as applicable (i.e. generated tires do not become collected tires by transferring the location of the tire and are therefore not eligible for CA). This agreement is available on the OTS website at www.rethinktires.ca and a sample in Appendix D of this Guidebook. Under this arrangement the registered Collector assumes full responsibility for the used tires it receives from the Sub-collectors, and for ensuring the Sub-collector complies at all times with the terms of the Sub-collector Agreement.

Effective October 1<sup>st</sup> 2014 any sub-collector agreement being submitted to OTS will be approved based on the discretion of OTS. Once approved the Collector will also be required to post (cheque made payable to Ontario Tire Stewardship) in the amount of \$500.00 per Sub-Collector location which will be held by OTS in order to have the Sub-Collector location approved.

Collectors with approved Sub-Collectors will be required to provide updates to OTS on the dates that tires from the Sub-Collector was received (by Sub-Collector) indicating the type and quantity of tires received by the Collector from the Sub-Collector. This update will be required at least annually, but may be requested at any time by OTS

## 3.6.1 Sub-Collector Agreements

Firms wishing to accept tires from smaller unregistered collection sites, may choose to execute the OTS "Sub-collector Agreement Form" with each location they will be receiving tires from.

Only eligible collected tires collected from Sub-Collector sites AFTER a Sub-Collector Agreement has been signed, received and approved by OTS will be eligible to attract Collector Allowances (generated tires that are transferred to a Collector via a sub-collector must be treated as generated tires and are only eligible for free pick up) upon submitting a complete Collector Claim.

#### 3.6.1.1 Completing Sub-Collector Agreements:

The Sub-Collector Agreement can be downloaded from the OTS website at <u>www.rethinktires.ca</u> for review.

If a Collector wishes to enter into such an agreement, they must contact OTS at 1-888-687-2202 or via email at <u>info@rethinktires.ca</u> and request that they be sent a "Collector Agreement Change Notice' issued to their specific Collector Number; this process typically takes ten (10) days.

Once the Collector has received the completed Collector Agreement Change Notice from OTS they may begin completing Schedule A to the Collector Agreement Change Notice "Sub-Collector Letter Agreement" with the Sub-Collectors they wish to collect from. Sub-Collectors must not be registered Collectors in the OTS program. The Collector will also be required to post (cheque made payable to Ontario Tire Stewardship) in the amount of \$500.00 per Sub-Collector location which will be held by OTS as a security.

All sections of the agreement must be completed and signed by all parties. The Once completed, the Agreement(s) must be forwarded to OTS at the address below:

Ontario Tire Stewardship ATTN: Registration Centre 300 The East Mall, Suite 100 Toronto, ON M9B 6B7

Upon receipt of the completed, unaltered Sub-Collector Agreements, OTS will review the letter agreement to ensure that the Sub-Collectors are not registered as Collectors (and the other applicable requirements) and if approved, OTS will contact the Collector in writing with the effective date that the Collector may begin collecting tires from the Sub-Collector(s). The requesting Collector should receive a response from OTS with in fifteen 15 days of OTS receiving the letters. OTS reserves the right to request additional information regarding the agreement as deemed necessary by OTS; this may delay the 15 day turn around.

A copy of the Sub-Collector Agreement can be found in Appendix D of this Guidebook.

#### NOTE: Transportation will not be paid by OTS for the transfer of tires between Collectors and Sub-Collectors.

OTS reserves the right to disallow a Collector to hold Sub-Collector agreements at any time.

#### 3.6.1.2 Accountability of Collectors with Sub-Collector Agreements

In accordance with the terms and conditions of the Change Notice, the Collector will be held accountable for any breaches of contract made by the Sub-Collector.

#### 3.6.1.3 Pick Up of Tires from Collector with Sub-Collector Agreements

Collectors who have received tires from Sub-Collectors with valid contracts and approval to receive the tires from OTS may include the tires collected from Sub-Collectors in the same manner as other collected/generated tires (see section 3.3 of this guidebook for pick up details) pickups, however they must document the date the tires were received and the type/quantity of tires received. The record of tires from Sub-Collectors may be requested at any time by OTS and must be submitted to OTS at least annually.

### 3.7 Making Changes to TCRs, UCR, DOT or STC Forms

Any change that is made to a TCR, UCR, DOT or STC form must be initialled.

#### 3.7.1 Making changes to TCR's on the Mobile App

The Collector needs to ensure that all information entered on the mobile device are correct. The Hauler can only make changes to a form prior to signatures being entered.

### **4.0 Collection Allowances**

Collection Allowances will be made available to registered Collectors that meet all applicable filing obligations and terms of their contract with OTS for all eligible tires (refer to the Incentive Summary in Appendix E of this Guidebook). Payment for eligible tires is not triggered until such time that the tires are picked up by a Registered Hauler and the applicable OTS paper work has been completed correctly and submitted. All Collectors must complete quarterly OTS collection reports starting as of October 1<sup>st</sup> 2014, filing of quarterly reports are mandatory. If you are filing a <u>nil claim</u>, it still needs to be submitted the same way as a regular claim but without transactions in it. A nil claim is when the hauler did no collections for that period. You must click on Confirm Submission in order to submit the claim to OTS. Late claim are still reviewed by OTS, however the claims will be deemed as late and will not be entitled to CA incentives. Refer to Appendix F of this guidebook for more information on how to file a claim.

### 4.1 Reporting Schedule

Collectors must submit their claims quarterly (see schedule below for examples). Claims not submitted in full prior to the reporting deadline for a period may not be accepted by OTS (i.e. saving claim on the web is not a submission it must be fully submitted prior to the deadline).

Reporting Data Period	Reporting Deadline
January 1 <sup>st</sup> to March 31 <sup>st</sup>	June 30 <sup>th</sup>
April 1 <sup>st</sup> to June 30 <sup>th</sup>	September 30 <sup>th</sup>
July 1 <sup>st</sup> to September 30 <sup>th</sup>	December 31 <sup>st</sup>
October 1 <sup>st</sup> to December 31 <sup>st</sup>	March 31 <sup>st</sup>

### **4.2 Collection Allowance Amounts**

The current Collection Allowance amounts for eligible tires collected by Registered Ontario Collectors in accordance with the Plan are listed in the chart below.

**Used Tires Program Collection Incentive Chart** 

Program Tire Classification	Incentive per Collected Tire
Passenger Light Truck (PL/T) Tires	\$0.88
Medium Truck (MT) Tires	\$3.05
Off the Road (OTR) Tires (< or = 1 PTE)	\$0.88
Off the Road (OTR) Tires ( > 1 PTE)	\$3.05

\*\*One (1) Passenger Tire Equivalent (PTE) is equal to ten (10) kg\*\*

Organizations that choose to register with OTS and adhere to the Terms & Conditions contained in the Registered Collector Agreement will be eligible for payment of a Collection Allowance (CA) on every eligible scrap tire they receive from Ontario residents/farmers.

In order to receive the applicable CA the Collector must file a CA Claim report on a quarterly basis with OTS in the form specified by OTS. This Claim report must be submitted within 90 days of the end of the quarterly reporting period in order to be paid by OTS. Claims not fully submitted prior to the close of the 90 day reporting period may be rejected by OTS.

OTS reserves the right to request that additional information be submitted in order to process a claim. The Collector will be given a time line in which to provide this information, in the format requested, to OTS. If the additional information is not received within the specified time frame the claim may be rejected, in whole or in part, by OTS. It is the Collector responsibility to call OTS Call Center to confirm that OTS received the additional information requested by OTS.

# 4.2.1 Collection Allowance Applicability of Tires Where a Disposal Fee was charged

Registered Collectors are obligated to accept up to four (4) tires free of charge from Ontario residents at one time up to a reasonable amount of tires. Collectors are permitted to charge a fee to residents on additional tires received from a resident (i.e. the 5<sup>th</sup> and 6<sup>th</sup> tire dropped off at the same time); Collectors can also claim these tires as collected and are eligible for CA.

### 4.3 Filing a Claim

The following is a guide on how to file and submit a Collector claim to OTS. If you need further assistance in filing a claim or have any questions, please contact OTS at 1-888-687-2202. The following procedures may change from time to time.

Note that it is the responsibility of the Collector to fully and accurately report the numbers and types of tires collected in accordance with the Terms & Conditions of the Collector Agreement. Failure to accurately report this information may lead to OTS recovering any Allowance and/or incentives paid as a result of the inaccuracy from the Collector.

Collector Claims must be filed online within the filing period for the specific data reporting period (refer to section 4.1 above).

NOTE: Additional training material on filing a Collector claim is available in Appendix F of this guidebook.

#### 4.3.1 Logging on to the OTS Site to File a Collector Claim

Logging on and Accessing the Collector Claims Site:

- 1) Go to www.rethinktires.ca
- 2) Click on "Log in" on the right hand side of the home page
- 3) Enter your Username and Password then click 'Log in"
- 4) Select "On-Line Collector Claim Form" located on the right hand side of the page
- 5) Enter your Collector Registration Number in the field that appears on the screen followed by clicking the "Search" button.
- 6) The Claim Forms will be brought up for your Collector Number

TIP: Verify your Collector Address and Business Name that is automatically populated. If the information is correct, proceed with your claim. If there is an error or it is not your account, contact OTS at 1-888-687-2202.

#### 4.3.2 Completing the Collector Information Section

Once you have confirmed that the Address and Business information in the Collector Information Section that was automatically populated is correct select the Claim Period for which you wish to file a claim for from the drop down menu titled "Claim Period".

You will only be able to select claim periods for which claims data can be entered. If a Reporting Data Period has closed, you will not be able to enter any information as the claim period deadline has passed.

Once you have confirmed all data on this page is correct, click "Next Page" which will take you to the Collection Allowance Claim Form Page where you can enter your TCR and DOT forms.

#### 4.3.3 Entering TCR and DOT Forms for Collector Claims

Data from each TCR and DOT form must be entered on separate Collection Allowance Claim Forms. UCR Forms are not entered by Collectors. Each line/row on the Collection Allowance Claim form page represents a TCR or DOT form.

To enter a Form Complete each of the Following Fields:

- 1) Date Collected: Choose the Date that corresponds to the date on the TCR or DOT form being submitted (choose the date from the drop down menu) must be within the claim period
- 2) Form Type: Choose the Form Type from the drop down menu (either TCR or DOT)
- 3) Form Number: Enter the Form Number that corresponds to the TCR or DOT you entering (this is an 8 digit number located on the upper right hand side of the form. Do not enter the 'hyphen")
- 4) Hauler Number: Enter the Hauler Number from the TCR or DOT form (this number will be verified against the OTS data base)
- 5) Generated Tires:
  - a. Choose "Yes" from the drop down menu if you generated; these tires are not eligible for Collection Allowances.
  - b. Choose "No" from the drop down menu if the tires collected were not generated tires
- PLT to GOTR Fields: Enter the number of tires by tire type as they were listed on the TCR or DOT form
- 7) Eligible for Payment:
  - a. If you chose "Yes" in the generated tires box in step 5 above, choose "No" in the Eligible for payment box.
  - b. If you chose "No" in the generated tires box in step 5 above, choose "Yes" in the Eligible for payment box.

8) If you have additional forms to enter for this claim period, choose the "Add Form" button at the bottom of the page and repeat steps 1-7 for each form.

9) Once you have entered all forms for the claim period, click "Next Page"

Note: If there is an error on the form you will be given an error message when you click either "Add Form" or "Next Page". These errors must be corrected prior to proceeding with your claim. If you encounter an error that you are unable to correct, contact OTS at 888-687-2202.

Once you have completed this section, you can either click "Save" to save your progress so that you may enter additional forms at a later date (if you do this, remember that you have to go back to the site to complete the submission process PRIOR to the deadline for the reporting period) OR click "Next Page" to proceed with filing your claims.

Note: Collectors may have a combination of OTS forms or Mobile Transaction or both in their claim. Please see section 4.3.3 and 4.3.4 on the different types of submissions. Contact OTS at 1-888-687-2202 if you have any other questions.

#### 4.3.4 Tread Marks Mobile Form Submissions

As of August 2014 all tire collections made a Collectors facility will be processed on a mobile device. Once the transaction have been verified by both the Collector and Hauler, the Hauler must synced their device for the TCR/DOT transaction to be placed into the corresponding claim period. All Collector claims as of August 1<sup>st</sup> 2014 will automatically be uploaded to their online submission form via the Haulers mobile device.

TCR/DOT information from TreadMarks Mobile appears on your existing online portal under the corresponding claim period. Collectors cannot edit or delete mobile transactions. Note that the mobile transaction do not automatically get submitted to OTS until you actually confirm submissions through your online username on <u>www.rethinktires.ca</u>.

Once you have confirmed all the mobile transactions under the corresponding claim period are correct click "Next Page" to proceed with filing you claim.

If your claim consist of paper and mobile transaction please be sure to enter your paper transaction as these need to be manually entered into the system. To manually add paper transactions into your claim please see section 4.3.3 "Entering TCR and DOT form in a Collector Claim".

Note: If there is an error with any Mobile transaction which you are not able to edit, please contact your Hauler to ensure they are aware of the error. The error must be corrected on both the Collector and Hauler claim before proceeding with the submissions of the claim. If you encounter an error and have any questions please contact OTS at 1-888-687-2202.

#### 4.3.5 Completing the Reuse Tire Report Section

Once you have proceeded to the Reuse Tire Reporting Section of the online Collector Claim, the Collector must enter the quantities of tires that were removed from vehicles that were directed to other purposes including but not limited to retreading or used tire sale during the reporting period. The tire quantities listed here have not been and will not be transported from the site by a registered Hauler.

Be sure to enter the quantities by tire type. Tires that are directed to reuse markets by Collectors do not attract a collection allowance. If you have not sent any collected tires to a reuse market, leave all tire counts blank.

Once you have completed this section, you can either click "Save" to save your progress so that you may enter additional forms at a later date (if you do this, remember that you have to go back to the site to complete the submission process PRIOR to the deadline for the reporting period) OR click "Next Page" to proceed with filing your claims.

#### 4.3.6 Completing the Tire Origin Report Section

Once you have proceed to the Tire Origin Reporting Section of the online Collector Claim, the Collector is required to verify and validate the origin of the where the tire were collected. Once all the tire allocations are accurate and complete, check the "certify box" and "click next page"

Please see image below for an example of the tire origin report:

	PLT:	MT:	AG/LS:	IND:	SOTR:	MOTR:	LOTR:	GOTR:
Tire drop-offs by consumers	100	20	10	0	0	0	0	0
Tire drop-offs by businesses	0	0	0	0	0	0	0	(
Tire pick-ups from businesses	0	0	0	0	0	0	0	(
Tire changes of owned or leased vehicles or equipment	0	0	0	0	0	0	0	(
Tire changes of customer vehicles or equipment	0	0	0	0	0	0	0	
Tires from vehicle or equipment recycling	0	0	0	0	0	0	0	(
Tires from hosted collection event	0	0	0	0	0	0	0	(
Other	0	0	0	0	0	0	0	0
TOTAL Incoming	100	20	10	0	0	0	0	0
TOTAL Outgoing	100	20	10	0	0	0	0	0

### 4.3.7 Reviewing your Submission

Once you have entered all TCR, DOT forms and completed the Reuse Tire Report section of the claim, a summary of your submission and an estimated amount payable according to the data entered to date will be displayed.

Review the summary given and the statements given on the page. If you agree with the statements, click the boxes and then click "Submit Claim".

You will be asked to verify that your Collector Name, Registration and Address are correct and confirm that you have entered all applicable claim information for the claim period. Once you have reviewed the information and if you agree click "Confirm Submission". Ensure your claim is complete and accurate and all forms have been entered before you "Confirm Submission". Your claim is considered "final" and you will not be able to update it once you "Confirm Submission". You will receive a confirmation message once your submission is successfully submitted if you do not receive this message, OTS has not received your claim, you should contact OTS at 1-888-687-2202 for support.

### 4.4 Claims Processing

Collector claims will be processed within 35 calendar days of OTS receiving a Collector Claim. The 35 day turnaround time does not include time that the claim is in 'follow up' where OTS is waiting for additional information or clarification from the Collector.

#### 4.4.1 Additional Information Requested by OTS

OTS reserves the right to request additional information to support a Collectors claim, or clarification on any aspect of a submission. Requests for information/clarification will be made to the Collector primary

contact listed on file and/or the individual that submitted the claim. It is the Collector responsibility to call OTS Call Center to confirm that OTS received the additional information requested by OTS.

If the requested information has to do with a specific form or line of the submission, the Collector will be given 3 business days to respond to OTS; if no response is received within the 3 day time period, a written request will be sent (typically via email) requesting that the information be sent to OTS within 5 business days. If after the 5 day period, the information has not been received, a final notice will be sent to the Collector advising them that form(s) will be deleted from the claim if information is not received within 3 business days.

In addition to the information that may be required by the Claims Processing department of OTS, Collector submissions are subject to the auditing terms and conditions outlined in the Audit section of this Guidebook as well as in accordance with the Collector contract.

NOTE: To reduce the number of requests for additional information, ensure that all information from all forms and mobile transactions are entered accurately.

#### 4.4.2 Payment of Applicable Incentives

Once a claim has been approved by OTS payment will be issued to the Collectors legal name and sent to the business address on file in the OTS system.

All incentive payments are required to be made to the company on record. The legal business name of the company cannot be an individual's name as OTS will not issue any payment to person's personal name. As of April 1<sup>st</sup> 2015 all CA incentives will be issued by Electronic Funds Transfer (EFT), if you have not provided OTS with your EFT form and a copy of a void cheque your CA incentive will not be paid until this information has been updated in the OTS system. If you have not sent in this information please send in this information.

### 4.5 Collector Claims Adjustments

In the event that a Collector has submitted a claim for processing and later realizes that they missed a form, or added a form in error they may request that OTS allow an adjustment to be made to the claim. Collectors who meet defined criteria for allowing adjustments will be permitted to make adjustments subject to an administration fee on the net adjusted amount (please see below for criteria).

#### 4.5.1 Criteria for Adjustments

Adjustments will only be granted to Collectors who have submitted a claim for a given claim period and who request an adjustment prior to the close of that period. Missing the reporting deadline is not grounds to allow a Collector to file an adjustment.

Collectors who have been contacted by OTS to file for an adjustment due to errors caused by the website will be allowed to file adjustments and will not be subject to any administrative penalties.

Any cheques issued to OTS by a participant that is either NSF or stopped by the issuer a \$10.00 fee will be charged to the participant.

#### 4.5.2 How to Apply for an Adjustment

Collectors wishing to apply for a Collector Claim Adjustment must send an email to <u>info@rethinktires.ca</u> or call OTS at 1-888-687-2202 and provide the following information:

- Collector Number
- E-mail Address
- Phone Number
- Organization Name
- Contact Name
- Claim Period they wish to have adjusted
- Total tire counts that need to be adjusted by tire type (i.e. PLT, MT, AG/LS, IND, SOTR, MOTR, LOTR, GOTR)
- Reason for adjustment (i.e. missing forms etc.)

OTS will acknowledge your email within 24 hours; however approval or rejections may take 48 hours or longer to process depending on the circumstances of the situation.

#### 4.5.3 Administrative Penalties on Adjusted Claim Amounts

All adjustments made to Collector Claims requested for 2011 and future claim periods will be subject to a 35% administration fee on the net adjustment amount.

The application of this Administrative penalty is subject to review by OTS, and will apply only to the adjustment portion of the Collector Claim, and not the entire Claim that a Collector may have submitted for a given claim period.

#### 4.5.4 Adjustments to Claims in the 2009-2010 Program Year

Adjustment requests for September 2009 – September 2010 claim periods will not be considered for review in the 2011 period.

Adjustment requests for the October-December 2010 claim period will be accepted for review up until April 30<sup>th</sup> 2011 and will be subject to the 2010 administration penalty of 20% on the net adjustment.

### 4.6 Review of Collection Allowance Rates

The OTS normal practice will be to review the Collection Allowance on an annual basis, with any changes to be announced on or as soon as possible after November 1st of each year.

OTS will endeavour to give participants 90 days notice in the event of changes which reduce the level of incentive, however changes may be implemented sooner at the discretion of OTS.

Changes which increase the level of an incentive may be implemented immediately or at some other time as determined appropriate by OTS.

OTS reserves the right to change incentive levels at any time when necessary for the viability of the program or to achieve important program goals, following consultation with, and as much notice as possible to, affected industry stakeholders and as approved by Waste Diversion Ontario.

### 5.0 Audits

### **5.1 Audit Requirements**

#### 5.1.1 Audit Types

OTS reserves the right to audit participants regularly or at specific dates during day time business hours. OTS may conduct a desk review of a registered participant or an audit at the participant's location. OTS may conduct both types of audits in situations where it deems necessary. OTS may conduct unannounced audits as deemed appropriate by OTS.

#### 5.1.2 Participant Cooperation

During a desk review or an audit, OTS may request access to key personnel and supporting documents that it deems necessary to substantiate the information provided by the participant. The participant must facilitate the review/audit requirements in an effective and efficient manner. Failure to meet any of the review/audit requirements by the participant may result in escalation of the issue to the OTS Executives which in turn will determine the necessary measures against the participant. Collectors must keep track of all tires being received at their facility, a sample Tire drop off log can be found on the OTS website at www.rethinktires.ca or please see appendix F in this guidebook for a sample.

Listed below are some of the common question(s) and/or document(s) requested during the facilitation of an audit (for example):

- List of names and number of tires with address for tires collected from Residence/Farmer,
- Tire sales report and/or receipts if collector is a tire service center,
- Garage License and VIN Transfer document if Collector is an auto dismantler
- Evidence of disposal of Pre-program Tires,
- Tire collection policies of Municipality

The participant must make reasonable arrangements to accommodate the audit team during audits.

#### 5.1.3 Audit Frequency

Registered participants have agreed to review/audits done by OTS or its approved agents upon signing registration agreements with OTS. The frequency of the reviews/audits will be at the discretion of OTS.

### 5.2 Audit Adjustments

Adjustments to participants' claims or remittances resulting from reviews/audits will be communicated in writing to the participant. The review/audit adjustments could impact a current period or a future period and in some instances both periods.

Review/audit adjustments might elicit fines and penalties in accordance with OTS rules governing penalties and interest to participants.

### **5.3 Confidentiality Disclosure**

OTS agrees to treat all information and documents obtained during the review/audit as confidential. Disclosure of sensitive audit findings and observations will be restricted to audit personnel, OTS Senior Management and will not be shared with other participants.

### 6.0 Communications

### 6.1 Program Communications

Ontario Tire Stewardship recognizes that continuous and effective communications with all Used Tire Program stakeholders is essential to the smooth and effective operation of the Program. To accomplish this OTS has established a number of modes and venues for communication including:

<u>Website:</u> <u>www.RethinkTires.ca</u> OTS has established a website that includes useful information and news for program stakeholders.

**Dedicated E-mail Addresses:** OTS has established a dedicated e-mail address for use by Collectors info@rethinktires.ca. This address is monitored by members of the OTS Operations center that have a specific focus on Collectors. In addition OTS has established a general e-mail in-box at Info@rethinktires.ca.

**Toll-Free Phone Line:** OTS has established a toll-free phone line directly to the Operations Center. This line (1-888-OTS-2202) allows stakeholders to connect directly to members of the OTS Operations Center for support in addressing program-related issues and questions.

<u>Committees to the Board:</u> OTS has established a number of Committees to the OTS Board to provide direct support to the Board on issues related to the Used Tires Program; these committees may change from time to time to meet the needs of the program.

**<u>Consultations</u>**: Formal and informal consultations are an integral component of OTS's overall communication strategy. Notices of formal consultations will be communicated to registered participants using their preferred method of communication. Formal consultations will also be posted on the OTS website and various other sites as applicable.

### 6.2 Requests for Clarification

In the event that a participant requires clarification on an OTS policy, procedure or decision the request shall be submitted to OTS in writing by contacting the general information email box at 'info@ontartiots.ca'. The request will be forwarded to the appropriate OTS contact for a response where applicable.

### 6.3 Dispute Resolution

If any dispute arises between a Collector and OTS, the parties will attempt to resolve the dispute through designated representatives from either party within 30 days after written notice of the dispute was first given, or as otherwise agreed to. If the dispute is not resolved within the specified time frame the dispute resolution process as agreed to by each party upon entering into the contract shall be followed.

### 6.4 Confidentiality

Any information collected by OTS will be kept confidential unless otherwise specified in the participant agreement, if OTS is required to disclose said information by law or as required under the Used Tires Program Plan. OTS may seek the expressed written permission of a participant to release information from time to time.

#### **COLLECTOR AGREEMENT**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the "Effective Date") between

 ONTARIO TIRE STEWARDSHIP, a corporation without share capital continued under the *Waste* 

 Diversion Act, 2002, with a principal office address of 300 The East Mall, Suite 100, Toronto, ON, M9B

 6B7 ("OTS") and \_\_\_\_\_\_, an organization constituted under the laws of \_\_\_\_\_\_, with a principal office address of \_\_\_\_\_\_ (the "Collector").

#### **RECITALS**:

- **A.** OTS has been designated as the industry funding organization under the Act to be responsible for the collection and environmentally responsible recycling of Used Tires;
- **B.** The Collector wishes to operate a collection site for Used Tires and become entitled to Used Tire Pickup at no charge in accordance with the Plan;
- **C.** The Collector has been approved by OTS as an approved collector in accordance with the Plan; and
- **D.** The purpose of this Agreement is to set out the terms and conditions under which the Collector will operate a collection site under the Plan.

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

#### ARTICLE 1

#### DEFINITIONS

- 1.1 **Definitions**. In addition to the words and phrases defined in the recitals or elsewhere in this Agreement, as used in this Agreement, in any schedule hereto, in any amendment hereof, and in any documents to be executed and delivered pursuant to this Agreement, the following words and phrases have the following meanings, respectively:
  - (a) "Act" means the *Waste Diversion Act*, 2002, S.O. 2002 c.6 as amended from time to time;
  - (b) "Act of Default" has the meaning given in Section 7.1;
  - (c) "Agreement" means this Agreement, including the schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section of other portion of this Agreement;
  - (d) "Applicable Laws" has the meaning given in Section 2.1(q);
  - (e) "**Approved Purpose**" means a purpose for the use of recycled tires which is found on the list of Approved Purposes for Recycled Tires maintained by OTS and published on OTS's web site from time to time;
  - (f) "Arbitration Guidelines" has the meaning given in Section 13.3;
  - (g) "Audit" has the meaning given in Section 4.2
  - (h) "Change Notice" has the meaning given in Section 13.6;

- (i) "**Collection Incentives**" means those certain financial incentives from time to time determined and payable by OTS to a person designated by OTS from time to time;
- (j) "Collector" has the meaning given to that term in the listing of parties to this Agreement;
- (k) "Culled Used Tires" has the meaning given in Section 2.4;
- (1) "Effective Date" " has the meaning given to that term in the listing of parties to this Agreement;
- (m) "Environmental Laws" means any and all applicable laws, statutes, regulations, treatise, orders, judgments, decrees, official directives and all authorizations of any department or body of any federal, provincial, regional or municipal government of any agency thereof relating to the protection of the environment, including in particular, but without limiting the generality of the foregoing, the manufacture, use, storage, disposal and transportation of any Hazardous Substance;
- (n) "**Exemption Order**" means a written confirmation issued by OTS that certain Used Tires, tire parts or processed rubber which would otherwise be Non-Eligible Material, are eligible for the claiming of certain financial incentives, on the terms set out therein;
- (o) **"False Statement**" has the meaning given in Section 7.1(e);
- (p) "**Guidelines**" means any directives, procedure manuals, administrative guidance, or other document regarding the implementation of the Plan published by OTS from time to time on its web site;
- (q) "**Hazardous Substance**" includes any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, or hazardous substance as defined in or pursuant to any law, judgement, decree, order, injunction, rule, statute or regulation of any court, arbitrator or federal, provincial, state, municipal, county or regional government or governmental authority, domestic or foreign, or any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing to which the Collector if subject;
- (r) "**Inventory Statement**" means any report submitted by the Collector with regard to the inventory of Used Tires and/or parts thereof held on the Collector's premises and/or in the Collector's inventory, as at a certain date;
- (s) "Mediation Guidelines" has the meaning given in section 13.3;
- (t) "**Minister**" means the Minister of the Environment for Ontario;
- (u) "Non-Eligible Material" means:
  - Used Tires, tire parts or processed rubber held in Collector's inventory prior to September 1<sup>st</sup>, 2009, unless the subject of an Exemption Order issued by OTS; and/or

- (ii) Used Tires or parts thereof originating outside Ontario or obtained by the Collector directly or indirectly from any source outside Ontario; and/or
- (iii) any material, article or item that is not a Used Tire or part thereof;
- (v) "OTS" has the meaning given to that term in the listing of parties to this Agreement;;
- (w) "**Party**" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; and Parties means every Party;
- (x) "**Plan**" means the Used Tires Program Plan submitted by OTS on 27 February 2009 and approved by Waste Diversion Ontario and the Minister of Environment, as amended;
- (y) **"Program Participant**" means any collector, hauler, or processor which has registered and entered into an agreement with OTS to provide services under the Plan;
- (z) "**Registered Hauler**" means an entity engaged in the business of collecting and transporting Used Tires to Registered Processors, and which has registered and remains in good standing with OTS and entered into a Hauler Agreement with OTS;
- (aa) "Registered Processor" means a business that processes Used Tires into material that can be further processed in order to recover specific components within the same organization or sent to downstream processors for use as a raw material in another process, and which has registered and remains in good standing with OTS and entered into a Processor Agreement with OTS;
- (bb) "**Registration System**" means the electronic database maintained by OTS in which registration and other information regarding Collectors is kept;
- (cc) "**Rejection Notice**" has the meaning given in Section 13.6;
- (dd) "**Repayment Amounts**" has the meaning given in Section 7.2;
- (ee) "**Report**" means any report or submission made by the Collector from time to time regarding Used Tires;
- (ff) "**Subcontractor**" has the meaning given in Section 2.3;
- (gg) "Subcontracted Obligations" has the meaning given in Section 2.3;
- (hh) "**Used Tires**" means used tires or parts of tires that that have not been refurbished for road use, or that, for any reason, are not suitable for their intended purpose; for greater clarity, "Used Tires" refers only to the tire body (or parts thereof), and does not include rims or any other component which is not an integral part of the tire body;
- (ii) "**Used Tire Pickup**" means the retrieval of Used Tires from Collector by Registered Haulers and subsequent transport to a Registered Processor in accordance with this Agreement and the Plan; and
- (jj) "WDO" means Waste Diversion Ontario.

#### ARTICLE 2 RESPONSIBILITIES OF COLLECTOR

- 2.1 **<u>Responsibilities of Collector</u>**. In addition to the other obligations of the Collector set out in this Agreement, the Collector hereby agrees to:
  - (a) abide by the requirements set out in this Agreement, the Plan, and all Guidelines applicable to Collector;
  - (b) use the system of Guidelines and paper-based or electronic manifests and documents created by OTS to accurately, correctly and completely record and report all transactions involving Used Tires, as the system is modified by OTS from time to time in its sole discretion. Without limiting the generality of the foregoing, the Collector agrees and understands that it is required to maintain records of the Plan eligibility of all Used Tires. If such eligibility cannot be substantiated by other business records maintained by the Collector, the Collector may be required to obtain and record the names and contact information (addresses and telephone numbers) of any and all persons or companies from whom Used Tires are collected;
  - (c) retain in good order and legible or accessible condition all records required under any Guideline or which relate to Collector's transfer or use of Used Tires, any Report made by Collector hereunder, and/or Collector's activities to comply with the terms of this Agreement and the Plan, for a minimum of three years after such transfer, Report or activity;
  - (d) store all Used Tires in accordance with all requirements made from time to time by the Ontario Ministry of the Environment and the Ontario Office of the Fire Marshal;
  - (e) store all Used Tires in a manner that ensures they are free of foreign material and excessive moisture, secure, and accessible for efficient pickup;
  - (f) with the exception of Culled Used Tires, ensure that all eligible Used Tires in the possession of the Collector from time to time are released only to Registered Haulers;
  - (g) update any registration information provided to OTS in the Registration System as soon as possible after the information is changed;
  - (h) within five days after receiving a request from OTS, provide an Inventory Statement regarding Used Tires on the Collector's premises and/or in the Collector's inventory at the time of the request, in such format as OTS shall direct;
  - submit to a mandatory yard count of all Used Tires in the Collector's possession or on the Collector's premises as and when directed by OTS or OTS's designated representative(s); it is expressly agreed by the Collector that OTS is not required to provide the Collector with any advance notice of any such yard count;
  - (j) fully and properly complete required documents in preparation for transportation by Registered Hauler of Used Tires, in the manner directed by OTS from time to time;
  - (k) use equipment, supplies and service provided by OTS only for their intended purposes and in an efficient manner;

- (l) file all required documents and reports in the manner directed by OTS from time to time;
- (m) respond in a timely manner to all requests by OTS for information relating to Used Tires;
- (n) comply, abide by and carry into effect, as may be required, the objectives of, and the obligations imposed upon the Collector contained in and set out in this Agreement, all applicable Guidelines, and the Plan;
- (o) conduct itself in a professional and business-like manner in dealings with Registered Haulers, Registered Processors, members of the public and OTS;
- (p) not use any trade-mark, trade name, or logo owned by OTS in any way not specifically authorised by OTS in writing, and to comply in all respects with any Guideline in effect from time to time regarding the use of OTS's trade-marks;
- (q) comply at all times with all laws issued by any government or governmental authority of Canada or any province of Canada, or any municipal, regional or other authority, including, without limitation, any governmental department, commission, bureau, board or administrative agency ("**Applicable Laws**"), which affect or govern the conduct and operation of the Collector, its business, and its performance under this Agreement; for greater clarity, the Applicable Laws include, without limitation, all laws relating to taxation, employment standards and compensation of workers, and the Environmental Laws;
- (r) obtain and maintain all permits, certificates, licences and other qualifications required under any Applicable Law;
- (s) provide notice to OTS of any fine or regulatory order made against Collector in the past five years relating to the substance of this Agreement or any aspect of the Plan; and
- (t) provide notice to OTS within 60 days after any fine or regulatory order relating to the substance of this Agreement made against it after the date hereof.
- 2.2 <u>Conflict Between Plan, Agreement, and Guidelines</u>. To the extent any provision of the Plan may conflict with a term or terms of this Agreement or any Guideline, other than those dealing with the amount or payment of any incentive, then the Plan shall prevail. For greater clarity, in the event of any conflict between the Plan and any Guideline dealing with the amount or payment of any incentive, such Guideline shall prevail.
- 2.3 <u>Subcontractors</u>. The Collector agrees that if any third party (a "Subcontractor") performs all or part of any of Collector's obligations hereunder ("Subcontracted Obligations") at any time, while this Agreement is in effect:
  - (a) Collector shall be solely responsible for ensuring that a Subcontractor complies fully with all requirements set out in this Agreement, the Plan, and any Guidelines which are applicable to Subcontractor or any Subcontracted Obligations;
  - (b) Any act or omission by Subcontractor which would constitute a default if performed by the Collector shall constitute an actual default by the Collector; and

(c) Collector may not engage as a Subcontractor any person having any unresolved default(s) of which Collector is aware under any agreement with OTS; if Collector does engage such a person as a Subcontractor, the Collector shall become jointly and severally liable with such person for all amounts owed to OTS with respect to the default(s). For greater clarity, in addition to the actual knowledge of Collector from time to time, Collector shall be deemed to have awareness of any unresolved default included in any list published by OTS from time to time of persons in default of obligations to OTS.

#### 2.4 <u>Culled Tires</u>.

- (a) Collector may transfer, divert or use Used Tires for lawful purposes other than releasing them to Registered Haulers (such Used Tires referred to as "**Culled Used Tires**"), subject to the requirements set out in this Section 2.4.
- (b) Collector agrees that all dealings in connection with Culled Used Tires, including without limitation the selection, use, or sale of Culled Used Tires, shall be at Collector's own risk absolutely.
- (c) Collector shall provide detailed information to OTS regarding the final destinations and end-uses of Culled Used Tires transferred, diverted, used, or otherwise dealt by the Collector, in the form required by OTS from time to time.
- (d) No Collection Incentives shall be paid in respect of any Culled Used Tires, and Collector agrees that it shall not misrepresent any Culled Used Tires in any Report as being eligible for or actually having been retrieved by a Registered Hauler, and that submission of such a Report with respect to Culled Used Tires shall constitute a False Statement.
- (e) Collector shall not sell, transfer or dispose of Culled Used Tires for any final purpose which is not an Approved Purpose, and which the Collector can demonstrate as such to OTS's satisfaction, acting reasonably.

#### 2.5 Non-Eligible Material.

- (a) Except where OTS has issued an Exemption Order with respect thereto, no Collection Incentives shall be paid in respect of any Non-Eligible Material, and Collector agrees that it shall not request Used Tire Pickup with respect to any Non-Eligible Material, or misrepresent any Non-Eligible Material in any Report as being eligible for or actually having been subject to Used Tire Pickup, and that submission of such a Report with respect to Non-Eligible Material shall constitute a False Statement.
- (b) Collector agrees that all its dealings in connection with Non-Eligible Material, including without limitation the selection, use, or sale of Non-Eligible Material, shall be at Collector's own risk absolutely.
- (c) Upon request by OTS, Collector shall provide detailed information to OTS regarding the final destinations and end-uses of Non-Eligible Material transferred, diverted, used, or otherwise dealt by the Collector, in the form required by OTS from time to time.

#### ARTICLE 3

#### **REPRESENTATIONS AND WARRANTIES OF COLLECTOR**

#### 3.1 **<u>Representations and Warranties</u>**. The Collector represents and warrants that:

- (a) it is duly constituted and is validly existing and in good standing under the laws of its home jurisdiction, and has the necessary corporate or other powers, authority and capacity to own its property and assets and to carry on the business as presently conducted and contemplated by the terms of this Agreement;
- (b) all information provided by it to OTS pursuant to this Agreement, including in all documents required by virtue of the Collector's registration with OTS or by virtue of the requirements of law, are true and accurate;
- (c) the registration of the Collector with OTS as an approved Collector, the provision of all required information to OTS, and the entering into of this Agreement by Collector and the performance of its obligation hereunder have been duly authorized by all necessary corporate action.
- (d) it is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*;
- (e) it holds all permits, licences, consents and authorities issued by all government or governmental authorities of Canada or any province of Canada, or any municipal, regional or other authority, including, without limitation, any governmental department, commission, bureau, board or administrative agency which are necessary and/or desirable in connection with the conduct and operation of the Collector's business as it relates to any aspect of the Plan or this Agreement and is not in breach of or in default of any term or condition thereof;
- (f) all Inventory Statements provided to OTS are true and accurate as of the date of the inventory; and
- (g) all Reports, documentation and other instruments provided to OTS by the Collector are complete and correct.
- 3.2 <u>Statements.</u> All statements contained in any Reports, documents or other instruments delivered by or on behalf of the Collector to OTS shall be deemed to be representations and warranties of the Collector of the facts therein contained.
- 3.3 **<u>Reliance</u>**. The Collector acknowledges and agrees that OTS has entered into this Agreement relying on the warranties, representations and other terms and conditions set out in this Agreement notwithstanding independent searches or investigations that may have been undertaken by or on behalf of OTS and that no information which is now known or should be known or which may hereinafter become known to OTS or its officers, directors or professional advisors shall limit or extinguish any right of indemnification contained herein or otherwise limit, restrict, negate or constitute a waiver of any of the rights or remedies of OTS hereunder.

#### ARTICLE 4 AUDITS AND INSPECTION

- 4.1 **Inspection**. The Collector agrees to permit OTS or its agents to inspect the Collector's business site upon reasonable notice, during normal business hours, from time to time.
- 4.2 <u>Audit</u>. The Collector agrees that OTS may, from time to time, audit any records of the Collector maintained in support of the Collector's claims, and further, may examine and review, and audit records relating to the Collector's compliance with the terms of this Agreement, the Plan, and all Applicable Laws, and in the course of doing so may review or inspect the Collector's operations to determine the Collector's compliance (hereinafter referred to as the "Audit").
- 4.3 <u>Yard Count</u>. The Collector agrees that OTS or its OTS's designated representative(s) may, from time to time and without advance notice to the Collector, attend at the Collector's premises to perform a spot audit yard count of all Used Tires in the Collector's possession or located on Collector's Premises, including Used Tires and other materials located in any vehicles, including without limitation vehicles of a Registered Hauler or Registered Processor or any other person, which are at Collector's premises, and may also at this time review any records which OTS may review in the course of an Audit as described in Section 4.2.
- 4.4 **Provision of Records**. The Collector shall provide OTS's auditor or designated representative with any and all records requested and shall cooperate with the Audit at no expense to OTS. It is agreed that OTS shall bear the cost of performing the Audit except in circumstances where the auditor determines that the Collector has not complied with the terms of this Agreement and the Plan in which case OTS' reasonable costs of the Audit, including any follow-up review or inspection undertaken as a result of a finding of non-compliance, shall be paid by the Collector within 30 days of demand therefor being transmitted from OTS to the Collector. In the event the Collector fails to pay OTS' reasonable costs of the Audit as aforesaid, such costs of the Audit shall be treated as Repayment Amounts and subject to set-off in accordance with Section 7.3.

#### ARTICLE 5

#### **OBLIGATIONS OF OTS**

- 5.1 <u>Used Tire Pickup</u>. OTS shall allow and/or facilitate the retrieval of Used Tires from Collector by Registered Haulers, at no charge for volumes of used tires greater than 50 PTE in for Collectors in Southern Ontario and 75 PTE in Northern Ontario, under the Plan.
- 5.2 **Information and Support**. OTS shall provide promotional and informational material and telephone support to Collector, as OTS deems necessary.
- 5.3 <u>Collection Incentive</u>. With respect to Used Tires retrieved from Collector by a Registered Hauler and subsequently delivered to a Registered Processor, OTS shall provide a Collection Incentive at such rate, to such person, and upon such schedule determined by OTS in its sole discretion from time to time, all as may be published by OTS in one or more Guidelines from time to time.

#### ARTICLE 6 COLLECTION; PAYMENT OF INCENTIVES

#### 6.1 **Pickup and Haulage**.

(a) In arranging any Used Tire Pickup, the Collector must attempt to make its own arrangements with a Registered Hauler for Used Tire Pickup; Collector must contact at least three Registered Haulers before contacting OTS to facilitate Used Tire Pickup.

- (b) If the Collector is unable to arrange Used Tire Pickup by a Registered Hauler, the Collector may request the assistance of OTS, and OTS shall facilitate retrieval of Used Tires by a Registered Hauler to occur within five days of receiving a request for Used Tire Pickup from Collector.
- (c) In Southern Ontario, Collector may request OTS facilitate the pick-up of Used Tire Pickup only for lots of 50 Used Tires or more; in Northern Ontario, Collector may request OTS facilitation of Used Tire Pickup only for lots of 75 Used Tires or more.
- (d) Notwithstanding any other provision of this Agreement, if the Collector commits an Act of Default, then until the resolution of such Act of Default and for a period of **[two years]** thereafter, OTS may in its sole discretion require that all Used Tire Pickup from Collector be arranged through OTS.
- 6.2 <u>No Additional Fees</u>. Collector may not charge additional fees, such as "tire recycling" or "environmental" fees, to motor vehicle owners after Used Tires are removed from the motor vehicle, or upon receipt of used tires from a consumer, provided the quantity of tires delivered by the consumer does not exceed four (4) tires. Collector acknowledges and agrees that OTS will advise members of the public of the requirement of this section, and that OTS will establish mechanisms to enable members of the public to advise OTS of any breach of the requirements of this section.
- 6.3 <u>Agreements between Collectors, Registered Haulers and/or Registered Processors</u>. Notwithstanding any other provision of this agreement, Collector may in its own right enter into one or more contract(s) with Registered Haulers and/or Registered Processors:
  - (a) regarding the retrieval by such Registered Hauler(s) and/or delivery to such Registered Processor(s) of tires which are not Used Tires as defined in the Plan, or delivery schedules which are different from those contemplated hereunder; such contracts may provide for fees charged by or to Collector with respect to the services described in such contracts; and/or
  - (b) containing additional terms as between Collector and such Registered Hauler(s) and/or Registered Processor(s) regarding Used Tire Pickup; such contracts may provide for payments made by or to the Collector.
- 6.4 <u>**Third Party Monies.</u>** The Collector shall not collect monies on behalf of OTS from any other person but in the event that such does occur notwithstanding the requirements of this section, those monies shall be held for the benefit of, and remitted (without deduction or set-off), forthwith to OTS.</u>

#### ARTICLE 7

#### **COLLECTOR DEFAULT**

- 7.1 <u>Events of Default</u>. The occurrence of any of the following while this Agreement is in effect shall constitute an "Act of Default" by the Collector under this Agreement:
  - (a) If the Collector fails to make payment of any amount required in this Agreement when such payment becomes due and payable, and fails to pay such amount in full within five days of written demand therefor being sent by OTS;

- (b) If Collector breaches or fails to perform, observe or comply with any provision of this Agreement, the Plan, or any Guideline, and does not rectify such breach or failure to OTS's reasonable satisfaction within 15 days of written notice of the breach or failure being sent by OTS;
- (c) If Collector defaults in the due observance or performance of any covenant, undertaking, obligation or agreement given to OTS at any time, whether contained in this Agreement, the Plan, or any Guideline, or not, and Collector does not rectify such default to OTS's reasonable satisfaction within 15 days of written notice of the breach or failure being sent by OTS;
- (d) If Collector fails to submit any document or Report required under this Agreement or any Guideline, or to maintain records as required under this Agreement or any Guideline;
- (e) If any Report, representation, warranty, claim, certificate, submission, or statement made by Collector to OTS is in any respect untrue, erroneous, incomplete, inaccurate, misleading, or not able to be supported by Collector's records in an Audit or the results of a yard count pursuant to Section 4.3, all in OTS's sole determination (each a "False Statement");
- (f) If Collector commits any default or breach under any other agreement between Collector and OTS;
- (g) If Collector engages any Subcontractor who has an unresolved default contrary to Section 2.3(c);
- (h) If Collector conspires or colludes with or assists any other person in making any False Statement to OTS or obtain under false pretenses the payment of any amount from OTS;
- (i) If Collector fails to comply with any applicable law affecting the Collector's operation;
- (j) If Collector is convicted of an offense under the *Environmental Protection Act* (Ontario);
- (k) If Collector becomes insolvent or bankrupt or subject to the Bankruptcy and Insolvency Act (Canada) or the Companies Creditors Arrangement Act (Canada), or goes into winding-up or liquidation, either voluntarily or under an order of a court of competent jurisdiction, or makes a general assignment for the benefit of its creditors or otherwise acknowledges itself insolvent;
- (1) If any execution, sequestration, extent, or any other process of any court becomes enforceable against Collector or if a distress or analogous process is levied on the property and assets of the Collector; or
- (m) any proceedings shall be commenced for the winding-up, dissolution or liquidation of the Collector or under which the Collector could lose its corporate status, such proceedings not being *bona fide* opposed by the Collector within five days of the date of commencement or service on the Collector.

#### 7.2 **<u>Repayment of Payments Based on False Statements</u>**. Collector acknowledges and agrees that :

- (a) if any Collection Incentives are paid to Collector as a result of or in connection with any False Statement of the Collector or any other person, in OTS's sole determination, Collector shall forthwith upon demand repay the full amount of such payments to OTS, together with an amount equal to 10 per cent thereof as a reasonable pre-estimate of OTS's liquidated damages and administrative expenses arising therefrom; and
- (b) if any payment or incentive of any kind, including without limitation any Collection Incentive, is paid by OTS to any third party as a result of or in connection with any False Statement of the Collector, in OTS's sole determination, Collector shall forthwith upon demand reimburse OTS for the full amount of such payments, together with an amount equal to 10 per cent thereof as a reasonable pre-estimate of OTS's liquidated damages and administrative expenses arising therefrom.

Amounts payable by Collector in accordance with this Article are collectively such amounts "**Repayment Amounts**". OTS may, its sole discretion, waive all or a portion of any Repayment Amount.

- 7.3 <u>Set-off</u>. Collector agrees that OTS may set off Repayment Amounts owing by Collector to OTS against any future payments of Collection Incentives with respect to Used Tire Pickup from Collector, or any other amount of any kind to Collector under this Agreement or any other agreement between Collector and OTS. If such future payment amounts are insufficient to recoup Repayment Amounts owed by Collector to OTS, Collector agrees that such Repayment Amounts are recoverable from Collector as liquidated damages.
- 7.4 <u>**Consequences of Default**</u>. Immediately following any Act of Default, OTS may, in its sole and absolute discretion, do any, some or all of the following by written notice to the Collector:
  - (a) suspend payment of all incentives and other amounts hereunder, with immediate effect, until the Act of Default is resolved to OTS's satisfaction;
  - (b) require Collector to pay any Repayment Amount arising in connection with an Act of Default;
  - (c) terminate this Agreement, with immediate effect;
  - (d) include the Collector on a published list of persons having unresolved defaults under agreements with OTS, until the Act of Default is resolved to OTS's satisfaction; or
  - (e) exclude Collector from future participation in the Used Tires Program on a temporary or permanent basis.

#### ARTICLE 8 TERM & TERMINATION

- 8.1 <u>**Term**</u>. This Agreement shall commence on the Effective Date and continue thereafter until terminated as provided for herein.
- 8.2 <u>**Termination by OTS**</u>. OTS may immediately terminate this Agreement by written notice to the Collector, in addition to any other remedies available at law or in equity, in any of the following events:

- (a) if the collector commits an Act of Default;
- (b) if the Plan is terminated by the Minister or any other governmental authority, or the program agreement between OTS and WDO is terminated, provided that prior notice of such termination is communicated to the Collector as soon as it is available;
- (c) if the Collector transfers by sale, assignment, bequest, inheritance, by operation of law or other disposition, or shares issued by subscription or allotment, or shares cancelled or redeemed, so as to result in a change in the effective voting or other control of the Collector from the person or persons holding control on the date of execution of this Agreement without the written consent of OTS, such consent not to be unreasonably withheld; or
- (d) in the event any other legal proceeding involving the Collector is instituted that in the reasonable opinion of OTS materially impairs the ability of the Collector to discharge its obligations hereunder.
- 8.3 <u>**Termination for Convenience**</u>. Either Party may terminate this Agreement for convenience upon 90 days' written notice to the other Party.
- 8.4 **<u>Reports Following Termination</u>**. Following Termination, Collector agrees that it will submit any Reports required hereunder with respect to any Used Tire Pickup occurring before the Termination of this Agreement.

#### 8.5 **Incentive Payment Following Termination**.

- (a) In the event of termination by OTS where Collector has committed an Act of Default, OTS may in its sole and absolute discretion cancel all payments of Collection Incentives which are pending as of the date on which notice of termination is given or which may arise at any time thereafter.
- (b) Upon termination of this Agreement, provided that payment has not been suspended by OTS in accordance with Section 7.4, OTS shall continue to pay Collection Incentives with respect to services performed before the termination of this Agreement (notwithstanding that claims for such services may be submitted to OTS after or termination of this Agreement).

#### ARTICLE 9 INDEMNITY & INSURANCE

- 9.1 <u>Indemnity</u>. The Collector covenants and agrees with OTS to indemnify and hold harmless OTS, its directors, officers, employees and agents against all costs, charges, expenses, legal fees and any other losses or claims which OTS may hereinafter suffer, sustain or may incur or be compelled to pay as a result of any performance or non-performance by Collector of its obligations hereunder, or any claim, action or proceeding which is brought, prosecuted or threatened against OTS, its directors, officers, employees and agents for any act, deed or omission of the Collector related in any way to Culled Used Tires or arising from the breach of this Agreement, the Plan, or any applicable law.
- 9.2 <u>**Release**</u>. The Collector, for itself, its successors and assigns, agrees to release OTS and its officers, directors, employees and agents from all manners of action, causes of action, claims,

demands, losses, damages, charges, expenses and the like, of any nature whatsoever which the Collector ever had, now has or hereafter can, shall or may have against OTS and its officers, directors, employees and agents related in any way to Culled Used Tires or arising out of or in connection with this Agreement provided that all acts, deeds or omissions or the alleged acts, deeds or omissions in respect of which any action, cause of action, claim, demand, loss, damage, charge, expense and the like is based or performed in good faith, and when not performed or omitted to be performed fraudulently or in bad faith by OTS, its directors, officers, employees or agents.

9.3 <u>Insurance</u>. Collector shall maintain comprehensive "occurrence" general liability insurance, including personal injury liability, property damage, contractual liability insurance and employer's liability coverage, with minimum limits of liability of \$1,000,000, containing a severability of interests and cross-liability clause, and deliver to OTS on request a certificate of insurance thereof.

#### ARTICLE 10 NO OTS LIABILITY FOR USED TIRES

10.1 **Exclusion of Liability**. Collector acknowledges and agrees that at no time shall OTS take possession of any Used Tires and that OTS shall not, in any event, be liable under any theory of liability to Collector, the previous owner(s) or user(s) of any Used Tires or any other party or parties for any damages, losses, expenses, liabilities and/or other amounts of any nature or kind whatsoever, including without limitation, any direct, indirect, incidental, special, consequential, exemplary and/or punitive damages, arising out of or related to any loss, improper use, improper culling, improper transfer or sale, improper disposal or environmental degradation resulting, proceeding or connected in any way to Used Tires.

#### ARTICLE 11 PUBLICATION OF INFORMATION

- 11.1 **Publication of Information**. The Collector understands that its name, main contact information, and the registration number assigned to it by OTS, as well as information regarding the Collector's operation, may be published by OTS on OTS's website or other publically-accessible websites. OTS will take commercially reasonable and appropriate precautions to maintain the confidentiality of information in its database, but will not be liable to the Collector, or anyone claiming by, through or under it for any losses, claims and damages arising out of negligent disclosure of any confidential information.
- 11.2 **Release of Information Following Act of Default**. The Collector agrees that, in the event the Collector commits an Act of Default, OTS may publish its name and registration number on a list of persons with unresolved defaults, as described in Section 7.4(d), and may release details of the Act of Default to any Program Participant who may be affected thereby.

#### ARTICLE 12 MODIFICATIONS TO PLAN

12.1 <u>Modifications to Plan</u>. The parties agree and understand that the Plan may be revised from time to time without the input or consent of the Collector, and the Collector shall be bound by each revised version of the same as each revision may be issued, as though each was set out herein and formed a contractual obligation upon the Collector and the Collector covenants and agrees to abide by, comply with and satisfy such revised Plan.

- 12.2 <u>Notice</u>. In the event of the Plan or any part of it being cancelled or altered, then OTS shall issue notice to that effect.
- 12.3 <u>Modification of Incentives</u>. The incentives payable and the payment schedule implemented by OTS may be modified from time to time. All changes will be posed on OTS's internet web site no less than 60 days before the effective date of such change.

#### ARTICLE 13 GENERAL

- 13.1 <u>Assignment</u>. The parties hereby agree that the Collector's rights under this Agreement are not assignable or transferable, in any manner, without the prior written consent of OTS, which consent may not be unreasonably withheld.
- 13.2 <u>Agreement Binding</u>. This Agreement shall enure to the benefit of and be binding on the parties, their heirs, legal personal representatives, successors and permitted assigns.
- 13.3 **Dispute Resolution**. The parties agree that in the event of a dispute between them with respect to the terms or performance of this Agreement then such dispute shall first be subject to Mediation under Appendix 12 in the Plan, "**Mediation Guidelines**", and if such dispute is not able to be resolved through mediation, then it shall be subject to arbitration under Appendix 13 in the Plan, "**Arbitration Guidelines**".
- 13.4 <u>Notices</u>. Any notice, determination, consent, request or other communication from one party to the other or others or other documents required or which may be given under this Agreement may be delivered or transmitted by means of electronic communication with confirmation of transmission, personal service, facsimile with confirmation of transmission or by prepaid first class postage to the party at the addresses, in the case of the Collector at the address on the registration form completed by the Collector and in the case of OTS at the address noted at the top of page 1 of this Agreement, to the attention of the "Executive Director". Such notifications shall be deemed to have been received on the third day after posting and on the first day after the date of electronic or facsimile transmission, in each case which is not a Saturday, Sunday or public holiday in Ontario. In the event of a postal disruption, notices must be given by personal delivery, e-mail or by a signed back facsimile and all notices delivered by post within one week prior to the postal disruption must be confirmed by a signed back facsimile to be effective.
- 13.5 **Independent Contractors**. The Parties hereto are and shall at all times in the performance of this Agreement be independent contractors and neither Party shall have the authority to assume or create any obligations expressed or implied, in the name of the other Party, nor to contractually bind the other Party in any manner whatsoever.
- 13.6 <u>Amendment</u>. OTS retains the right to revise or amend this Agreement. OTS will give notice to the Collector of such change (the "Change Notice"). Unless the Collector gives notice to OTS (the "Rejection Notice") within 45 days of receipt of the Change Notice that the Collector OTS not accept the revisions or amendments in the Change Notice, this Agreement, as amended, remains in effect and is binding. If the Collector gives a Rejection Notice to OTS, this Agreement shall be terminated 30 days after the delivery by the Collector of the Rejection Notice and the Collector will forgo its approval status and not be compensated under the OTS program.
- 13.7 <u>Waiver</u>. No failure by any of the parties to insist on strict performance of any covenant, agreement, term or condition (the "**provision**") of this Agreement, or to exercise any right or remedy consequent on the breach of any provision, and no acceptance of partial payment during

the continuance of any such breach, shall constitute a waiver of any such breach or provision. No waiver of any breach shall affect or alter this Agreement, but each and every provision of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach of such provision.

- 13.8 <u>Severability</u>. If any provision of this Agreement or the application of the provision to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application of them to other circumstances shall not be affected by the invalidity or unenforceability and shall be valid and enforceable to the fullest extent permitted by law.
- 13.9 **Entire Agreement**. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth in it. Except as specifically provided herein, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound by it.
- 13.10 **<u>Remedies</u>**. No remedy herein conferred upon or reserved in favour of any party hereto shall exclude any other remedy herein or existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereinafter existing.
- 13.11 **Force Majeure**. Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party, including but not limited to Acts of God, acts of war, riot, fire, flood or other disaster, acts of government, strike, lockout or communication line or power failure.
- 13.12 **<u>Governing Law</u>**. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws in force in the Province of Ontario.
- 13.13 **Headings**. The headings used throughout this Agreement are solely for convenience of the parties and are not to be used as an aid in the interpretation of this Agreement.
- 13.14 **<u>Time of Essence</u>**. Time shall be of the essence of this Agreement and every part of it.
- 13.15 **Survival**. All provisions of this Agreement which are expressed or which by their nature are intended to survive termination of this Agreement shall survive termination, and continue to bind the parties.
- 13.16 <u>Electronic Commerce</u>. Any execution or amendment of this agreement which is conducted electronically by any of the parties is made in accordance with and governed by the *Electronic Commerce Act*, 2000, (Ontario). If this Agreement is executed on behalf of any party electronically, the natural person who selects the "Agree" button at the bottom of the "Agreement Ratification" page on OTS's web site on behalf of the executing party certifies that by selecting the "Agree" button, the natural person represents and warrants that he or she is at least eighteen years of age, and has been duly appointed with the authority to bind the executing party.

#### [intentionally blank below this line]

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

#### **ONTARIO TIRE STEWARDSHIP**

By:

Name Title I have authority to bind the Corporation

#### [NAME OF COLLECTOR]

By:

Name Title I have authority to bind the Collector

### Appendix B: Tire Definitions

Passenger & Light Truck: on-road passenger and light truck tires and also includes but is not limited to:

- Small RV, ST trailer, Temp Spare, Motorcycle, Golf Cart and ATV tires
- Free-rolling Farm, Small Utility, Small industrial, Forklift and Skid Steer tires rim diameter of 16" and under (pneumatic forklift)
- Solid industrial forklift tires with a rim diameter less than or equal to 8"

<u>On-Road Medium Truck Tires:</u> includes Truck and Bus tires including Wide Base or Heavy Truck tires designed for truck/bus applications and larger RV tires not marked "P or LT".

<u>Agricultural Drive and Logger Skidder</u>: includes drive wheel tire used on tractors and combines and tree harvesting equipment. Normally identified with sidewall marking suffix letters ® or (HF) or (LS) and are 16.5" and larger in rim size.

<u>Small and Large Industrial:</u> includes solid industrial tires (eg Forklift Truck etc.)with a rim diameter of greater than 8" and pneumatic forklift tires and Skid Steer Tires measuring 16.5" rim diameter and over.

Small OTR: Off road tires from 1300-24 to 23.5-25 rim diameter.

Medium OTR: Off road tires over 23.5-25 to 33" rim diameter.

Large OTR: Off road tires over 33" upto and including 39" rim diameter.

Giant OTR: off road tires over 39" rim diameter.

For a full list of tires accepted under the Used Tires Program Plan refer to the Approved Program Plan.

#### ADDENDUM TO COLLECTOR AGREEMENT

#### THIS ADDENDUM TO COLLECTOR AGREEMENT is made as of

\_ (the "Addendum Date") between ONTARIO TIRE

STEWARDSHIP, a corporation without share capital continued under the Waste Diversion Act, 2002, with a principal office address of 405 The West Mall, Suite 500, Toronto, Ontario, M9C 5K7 ("**OTS**") and \_\_\_\_\_\_, a \_\_\_\_\_ constituted under the laws of \_\_\_\_\_\_, with a principal office address of [address] (the "**Collector**").

#### WHEREAS:

- A. Collector and OTS have executed a certain Collector Agreement (the "**Collector Agreement**") as of the **[date of Collector Agreement]**, setting out their respective rights and duties regarding the collection of Used Tires under the Plan, both as defined in the Collector Agreement;
- B. Collector possesses a quantity of Pre-program Tires, as defined below, and desires that the Pre-program Tires be processed in accordance with the Plan.

NOW THEREFORE the parties, in consideration of their respective execution of the Collector Agreement, agree as follows:

- (1) "**Pre-program Tires**" means Used Tires that were located on the Collector's premises and/or in the Collector's inventory as of 31 August 2009.
- (2) For greater clarity, the definition of Used Tires under the Collector Agreement includes all Pre-program Tires.
- (3) Notwithstanding any provision to the contrary in the Collector Agreement, Collectors may make requests to OTS for Used Tire Pickup with respect to Pre-program Tires through a "Special Tire Collection", and such Pre-program Tires shall be retrieved by Haulers in accordance with the Collector Agreement.
- (4) In addition to the documentation requirements under Article 3 of the Collector Agreement, Collector shall provide OTS with such information as OTS may from time to time require with respect to each transaction involving Used Tires, including without limitation what proportion of the Used Tires which are the subject of any transaction are Pre-program Tires.
- (5) Notwithstanding the provisions of Article 7 of the Collector Agreement, the amount of each Collection Subsidy payment to Collector shall be reduced by an equivalent amount or a portion of the amount, such amount to be retained by OTS (such reduction the "Subsidy Recovery"). Subsidy Recovery will continue until the amount recovered equals to the expenditures by OTS in processing the Collector's Pre-program Tires, or the third anniversary of the "Special Tire Collection" date, whichever is earlier.
- (6) The Collector agrees that within 90 days of the annual anniversary of the collection by OTS of the Pre-program Tires the Collector shall pay OTS the difference between the Subsidy Recovery and one-third of the costs incurred by OTS in regards to the Pre-Program Tires in the event that the Subsidy recovery is less than this amount.
- (7) The Collector agrees that if the payment specified by section (6) of this Agreement is not made in accordance with this Agreement OTS may terminate this and all other Agreements between OTS and the Collector including Agreements relating to other services provided to OTS related to the Used Tires Program.

### Appendix C: Addendum to Collector Agreement for Pre-Program Tires

- (8) All capitalized terms not defined in this Addendum have the meaning given in the Collector Agreement and or the Operational Registrants Guidebook posted on the OTS website and updated from time-to-time.
- (9) This Addendum is a supplement to the Collector Agreement executed in writing by the parties, within the meaning of Section 15.8 of the Collector Agreement, and the parties agree to be bound hereby. Where any conflict exists between the Collector Agreement and this Addendum, this Addendum shall govern.

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

#### **ONTARIO TIRE STEWARDSHIP**

By:

Name Title I have authority to bind the Corporation

#### [NAME OF COLLECTOR]

By:

Name Title

I have authority to bind the Collector

#### SAMPLE COLLECTOR AGREEMENT CHANGE NOTICE

TO: [name of collector] ("Collector")

RE: Change Notice No. [1] regarding Collector Agreement dated [original agreement Effective Date] ("Collector Agreement") between Collector and Ontario Tire Stewardship ("OTS")

DATE: [date] ("Change Notice Date")

Please be advised that, in accordance with Section 15.5 of the Collector Agreement, OTS is amending the Collector Agreement as follows:

I. Article 3 of the Collector Agreement is amended by adding the following as Section 3.2:

- 3.2 Except as provided in Section 8.9, Collector shall accept for collection and consign to a Registered Hauler only Used Tires which are consigned by the original end-user of such Used Tires. For greater clarity, Collector may not accept Used Tires which have been collected or accumulated by another business.
- II. Article 8 of the Collector Agreement is amended by adding the following as

Section 8.9:

- 8.9 Notwithstanding the provisions of Section 3.2 hereof, the Collector may accept Used Tires for collection which have been collected or accumulated by another business (such business a "**Sub collector**"), upon the following terms:
  - (a) Collector may only accept Used Tires from Sub collectors which have executed an agreement (the "**Sub collector Agreement**") in the form attached as Schedule "A" hereto, and a copy of which has been provided to OTS and has been approved in writing by OTS.
  - (b) By accepting Used Tires collected by a Sub collector, Collector becomes fully responsible for such Used Tires, and assumes liability for any breach of this Agreement associated with such Sub collector or the Used Tires accepted from the Sub collector. For greater clarity, if any act of a Sub collector with respect to Used Tires accumulated, stored or consigned to a Registered Hauler would constitute a breach of this Agreement if Sub collector were a party, such breach shall be considered to be a breach by the Collector, and OTS may take any action against the Collector which is provided under this Agreement, as though the breach had been performed by the Collector.
  - (c) Collector agrees that only tires deemed eligible for the payment of a Collection Allowance may be claimed by the Collector as eligible for the payment of such Collection Allowance. Used Tires received by a Collector from a Sub collector that would not be eligible for payment of such Collection Allowance were the Sub collector party to an Agreement with OTS shall not be claimed by the Collector as eligible.

- (d) Collector agrees to keep records detailing the types and quantities of tires received from Sub collectors (by Sub collector) and provide that record to OTS at least annually, or at any time as requested by OTS.
- (e) Collector agrees to post a security deposit (cheque made payable to Ontario Tire Stewardship) in the amount of \$500.00 for each Subcollector registered by the Collector.
- III. The Collector Agreement is amended by appending the following as Schedule "A" to the Collector Agreement:

#### SCHEDULE "A" SUBCOLLECTOR LETTER AGREEMENT

[date]

#### [name of subcollector]

#### [address of subcollector]

Dear Sir:

Re: Used Tire Collection Services

You have expressed an interest in having **[name of collector]** provide used tire collection service to you under the Used Tires Program Plan administered by Ontario Tire Stewardship. We are happy to provide you with used tire collection services, on the following terms:

- (1) You may not charge any fees, such as "tire recycling" or "environmental" fees, to members of the public when used tires are removed from their vehicle.
- (2) You agree to complete all manifests and documents provided by us, to record and report all transactions involving used tires.
- (3) You agree that Ontario Tire Stewardship, or agents working on its behalf, may inspect any portion of your business which deals with used tires, including books and records, at any time during business hours, and you agree to cooperate with any inspection and provide all books and records which Ontario Tire Stewardship or its agents request.
- (4) If you violate any part of this agreement, we may immediately cease all used tire collection services without any prior notice to you.

If you agree with these terms, please sign and date below and return an original signed copy to us at **[collector address]**.

Yours truly.

[Collector name& Signature]

[Date]

On behalf of **[subcollector name]**, I agree to the terms of this letter as of the date written at the top of this page.

[Subcollector name & Signature]

[Date]

This is a Change Notice under Section 15.5 of the Collector Agreement.

In accordance with Section 15.5 of the Collector Agreement, the amendments to the Collector Agreement described in this Change Notice will become effective 45 days after the Change Notice Date indicated on the first page of this Change Notice, following which this Change Notice should be consulted together with the Collector Agreement in order to determine the rights and duties of the parties under the Collector Agreement.

If the Collector does not accept the changes described in this Change Notice, the Collector's must deliver a Rejection Notice in accordance with Section 15.5 of the Collector Agreement, 30 days after which the Collector Agreement and the Collector's entitlements and responsibilities under it will be terminated.

## Appendix E: Incentive Summary

Situation	Collection Allowance	Transportation Incentive	Processing Incentive	Manufacturing Incentive
	Anowance	meentive	meentive	
Non Program Tires from any Source	NO	NO	NO	NO
Pre-Program Tires (Generated/Collected Prior to September 1 <sup>st</sup> 2009(Unregistered Sites or Collector Site, No Pre-Program Addendum)	NO	NO	NO	NO
Pre-Program Tires (Collector Site With Approved Pre-Program Addendum)	NO	YES	YES	YES
Program Tires In Inventory (Generated/Collected on or After September 1 <sup>st</sup> 2009 prior to Registering as a Collection site with OTS)	NO	NO	YES	YES
Special Tire Collection Events (Resident or Unregistered Collector Site)	NO	YES	YES	YES
Special Tire Collection Events (Registered Collector)	YES	YES	YES	YES
Reused Tires (Sorted at Collector Site)	NO	n/a	n/a	n/a
Reused Tires (Sorted at Hauler Site)	Varies	NO	n/a	n/a
Reused Tires (Sorted at Processor Site)	Varies	Varies	NO	n/a
Tires Generated by a Collector	NO	YES	YES	YES
Tires Generated by a Registered Hauler (registered as a Hauler only)	n/a	NO	YES	YES
Program Tires from an Unregistered Business (not including those covered via Sub-Collector Agreement)	NO	NO	YES	YES
Collected Tires collected via Sub-Collector Agreements *	YES	YES	YES	YES
Generated Tires collected via Sub-Collector Agreements	NO	YES	YES	YES
Tires Received from Residents (reasonable quantity)	YES	YES	YES	YES
Dedicated Off the Road Tire (DOT) Pick Ups	YES	YES (plus premium)****	YES	YES
Hauler to Hauler Tire Transfer	n/a	YES **	YES	YES
Processor to Processor Transfer	n/a	NO	YES***	YES
Auto Recycler/Auto Wrecker/Scrap Yard and Sites that Otherwise Take Ownership of a Used Tire: PLTs, AGS	YES	YES	YES	YES
Auto Recycler/Auto Wrecker/Scrap Yard and Sites that Otherwise Take Ownership of a Used Tire: MTs (unless Collector can provide proof that the MT is from a resident or farmer)	NO	YES	YES	YES

### **Appendix E: Incentive Summary**

Auto Recycler/Auto Wrecker/Scrap Yard and Sites that Otherwise Take Ownership of a Used Tire: OTRs excluding AGs (unless Collector can provide proof that the OTR is from a resident or farmer)	YES	YES	YES

\*The CA is paid to the Collector registered with OTS only when a Sub-Collector agreement has been executed between parties and approved by OTS; further details can be found in the Collector Guidebook

\*\* Base TI is paid to the Transferring Hauler only (i.e. the Hauler who originally picked up tires from a Registered Collector)

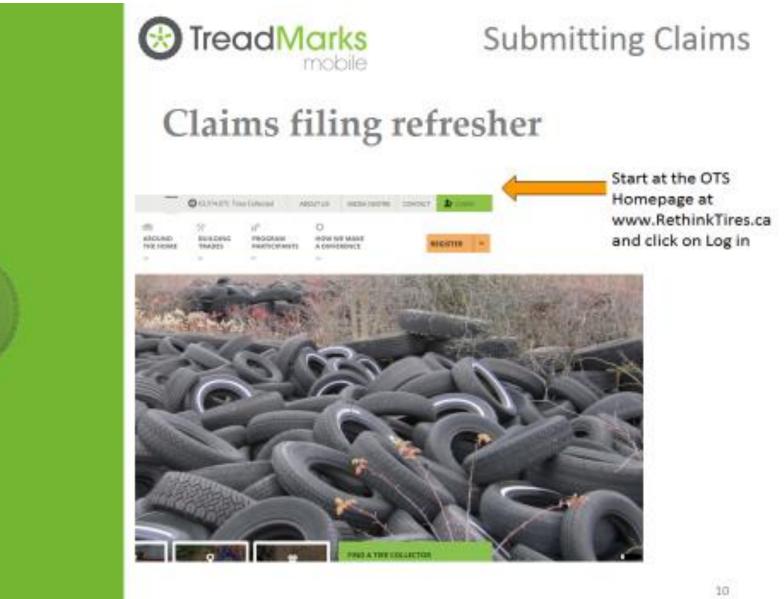
\*\*\*In Province Processors transferring whole tires need to arrange transportation and cover costs

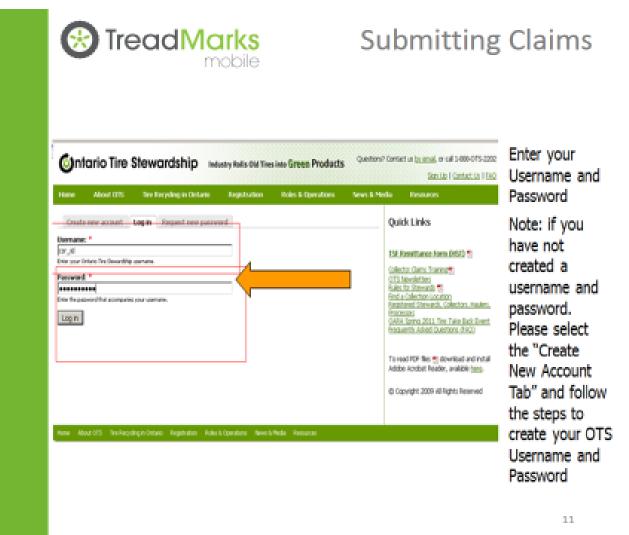
\*\*\*\*DOT Premiums are only paid on approved DOT loads

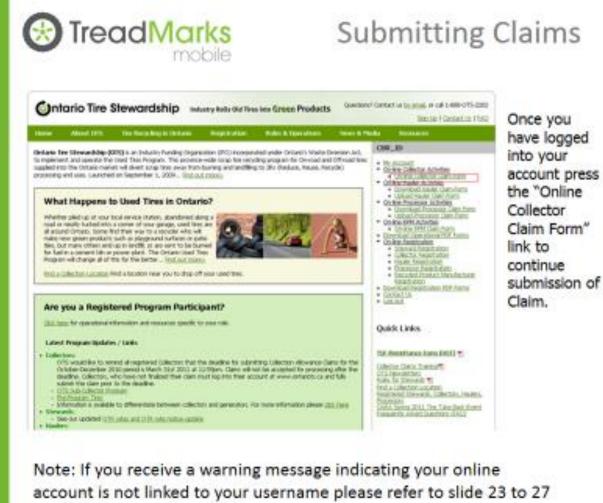
The Incentive Summary Chart above is provided as a guideline to assess whether a used tire transaction, is eligible for an incentive under the Ontario Used Tire Program Plan. This is a guideline only: specific cases should be discussed with OTS. If you are unsure if a used tire transaction attracts an Incentive contact OTS at <u>info@rethinktires.ca</u>. Additional details and definitions for the situations outlined in the chart above can be found in the applicable Guidebook (Collector, Hauler, Processor, RPM).

Incentives are only eligible to be paid assuming the participant files claims in accordance with the applicable claims process and complete the claim within the data reporting period.

OTS reserves the right to review all Claims from time to time and may require stakeholders to provide additional detail to substantial claims and to make adjustments to a Claim based on those re







on "Linking your Account"

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# Submitting Claims

Note: You will only be able to view this page once your account has been linked.

Education Restar to A	le/U	collector
Index your Registration Number 1*	Marker Sciences Activities     Control Collector Dam Name     Collector Dam Nam     Collector Dam Name     Collect	registration number assigned to you by OTS, and then hit the search function.

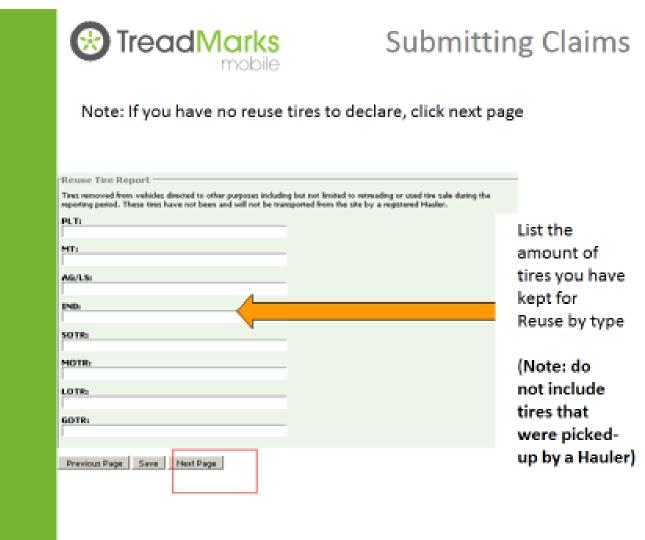


Collector Information	Click on the
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Note: You will only be required to add a form if the Hauler provided you with a paper copy of a TCR or DOT form. If you have no paper form(s) proceed by clicking the next page button.

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## Submitting Claims

- Collector claim reports will automatically be uploaded to the claims via the Haulers mobile device
- Collectors will be required to verify and validate the screen below of where the origin of the tires were collected.
- Once the tire allocations are accurate & complete, check the certify box and click next page

	PLT:	ME	AULS	IND)	5018)	HOTEL	1008	BOTR:
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Tas drop-offs by businesses	1 4	0	0	-			0	0
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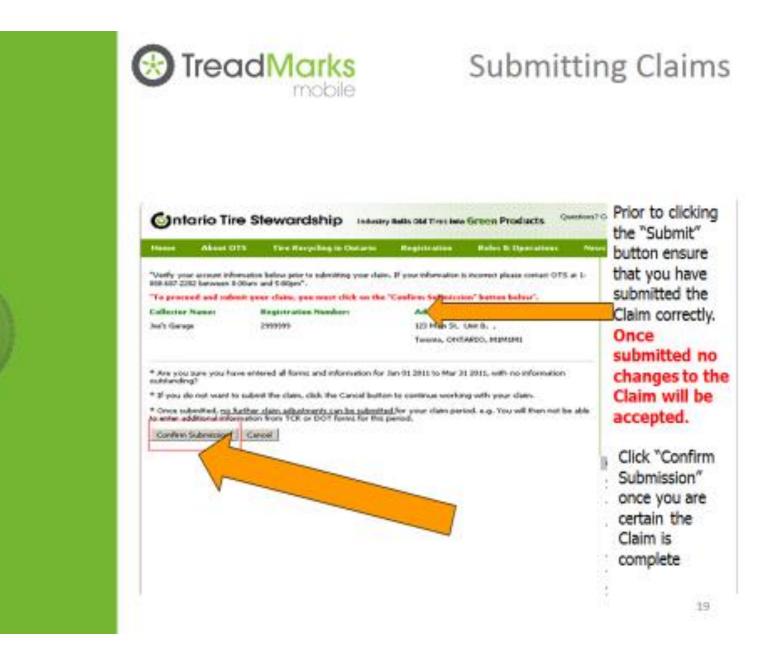


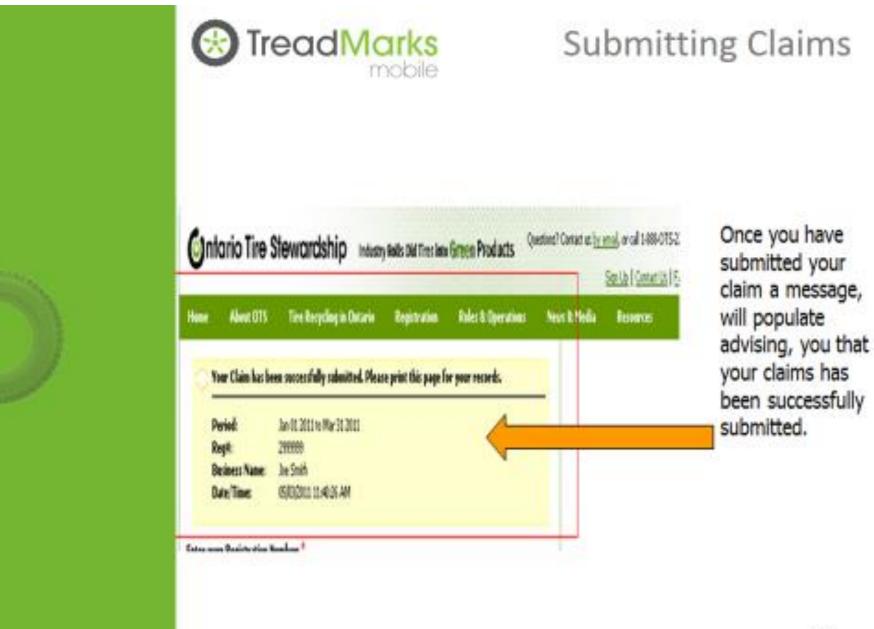
# Submitting Claims

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Previous	Page Subret Clu	6	

This is your Collectors Claim summary review for accuracy and print out for your records.

Read the certification statements, check boxes where appropriate and click submit claim button







#### instructions: Requesting your Web User Name to be connected to your Collector Account.

Note: User Name Accounts that require requests to connect their collector account may or may not be approved by OTS. Approvals or rejections of any collector activation of an account may take up to 2 business days. You will be notified from OTS on the status.

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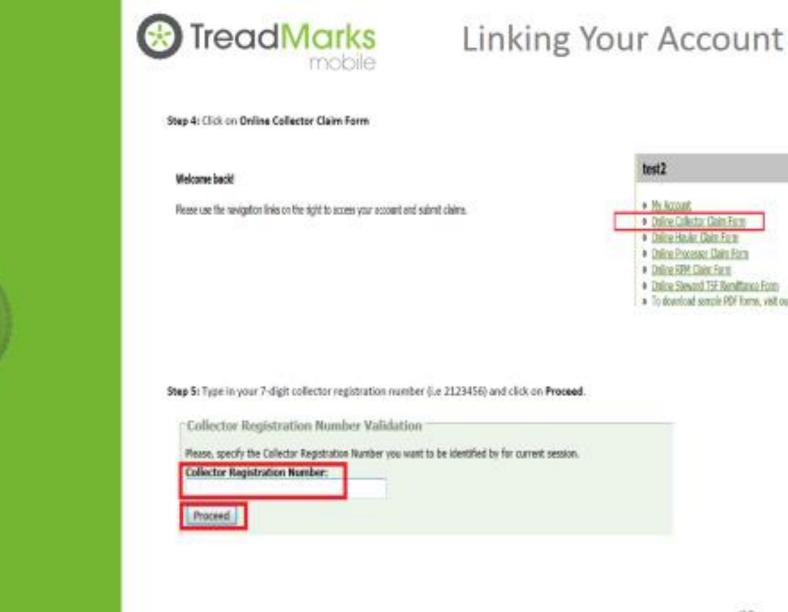
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#### Step 8: Type in your user name and password. Click Log In.

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Step 5: Type in your 7-digit collector registration number (i.e 2123456) and click on Proceed.

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Rease, specify the Callector Registration Number you want to be identified by for current session.	
Collector Registration Number:	
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Proceed	

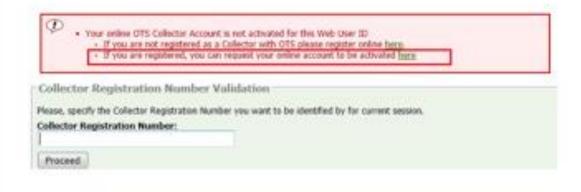


# Linking Your Account

#### Step 6:

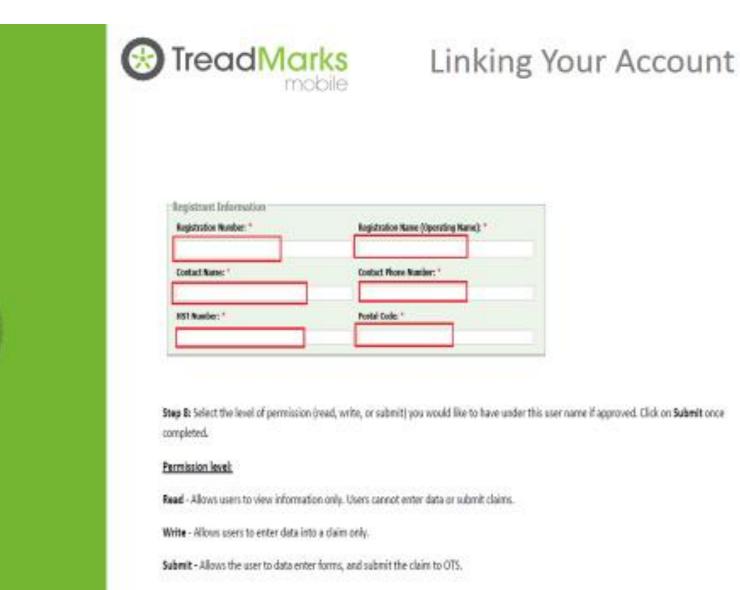
If you <u>received</u> the following warning message "Your online OTS Collector Account is not activated for this Web User ID" proceed with clicking on the second link. The second link will indicate the following: "If you are registered, you can request your online account to be activated <u>here</u>". Proceed by clicking on the "<u>here</u>" link and proceed with steps 7-0.

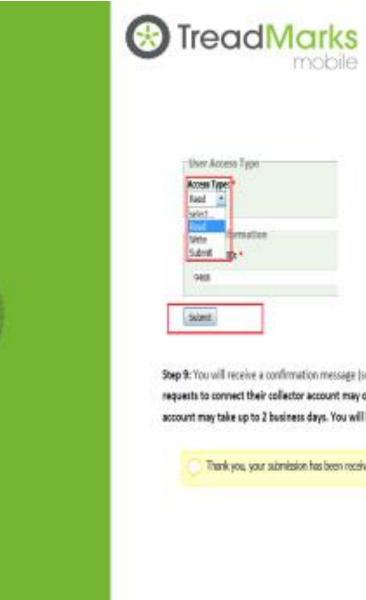
If you did not receive this message, this means the Web User Name and Password are automatically connected to this specific collector registration.



Step 7: Complete the following mandatory fields:

- 1. Registration Number
- 2. Registration Name (Operating Name)
- 3. Contact Name
- 4. Contact Phone Number
- 5. HST Number
- 6. Postal Code





Linking Your Account

Step 9: You will receive a confirmation message (see image below) that OTS has received your request. Note: User Name Accounts that require requests to connect their collector account may or may not be approved by OTS. Approvals or rejections of any collector activation of an account may take up to 2 business days. You will be notified from OTS on the status.

Thank you, your submission has been received.

# **UTP Program Model**

Incentive Programs – Collection Allowance Changes

Completion of quarterly reports will allow OTS to process Collection Allowance payments to Collectors on eligible tires picked-up by registered Haulers.

Failure to complete the required reports may result in a Collector being suspended or terminated from the program.



## Tire Drop off Log

Collector	Reg #:
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		1	ire Dro	<u>p o</u>	ff Lo	g					
Collector Reg #:		Date:									
<b>Collector Business</b>											
Name:											
							# of	tires by	Tire Typ	be	<u> </u>
Name	Contact #	Commercial / Residential	PLT	мт	IND	AG/LS	SOTR	MOTR	LOTR	GOTR	Total
Highest S	ingle Delivery :					1		1			<u> </u>

It is the responsibility of the Collector to ensure that the tires being reported here are eligible to be Claimed as Collected. This log may be maintained by the Collector and made available on request by OTS.