

OTS Hauler Guidebook

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Appendix

[Appendix A: Hauler Agreement & Mobile Device Agreement \(Sample\)](#)

[Appendix B: Tire Definitions](#)

[Appendix C: Incentive Summary](#)

[Appendix D: Hauler Training \(Claims\)](#)

[Appendix E: Hauler Standards \(Sample\)](#)

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 operational categories of registrants will fulfill unique roles and responsibilities under the Program. Information on Stewards, can be found in the Used Tires Program Plan, Rules for Stewards and the unique Steward Guidebook.

1.2 Operational Registrant Role Definitions

The information below provides a brief summary of the operational roles; additional information can be found in the Used Tires Program Plan, the operational roles specific Guidebook and the OTS website www.RethinkTires.ca.

1.2.1 Collectors

Under the Used Tires Program, 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/Auto Recyclers
- Ontario Municipalities that collect used tires
- Private waste management companies

Please Note: Businesses that transport used / scrap program tires to registered 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, Haulers are businesses which transport used / scrap program tires to an OTS registered Processor.

1.2.3 Processors

The Program 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 uses.

1.3 Role of a Hauler under the OTS Plan

The Haulers role is essential to the flow of used tires and is an important link between consumers, Collectors and Processors. Upon successfully registering with Ontario Tire Stewardship (OTS), **Haulers** will have the ability to take advantage of a recycling program that promotes sustainability and growth within Ontario's Used Tire industry. Under the Used Tires Program registered Haulers will pick up program tires from registered Collectors free of charge, and deliver them to a local registered Processor with no "tip fee" payable, or eligible end use in order to obtain their Transportation Incentive (TI), as applicable, from OTS (TI is payable on eligible transactions only after a successful Hauler claim has been submitted and processed).

Funded by tire Brand Owners and First Importers, collectively called Stewards, the Used Tires 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 and incent the collection, storage, transportation, reuse and recycling, processing of used program tires and creation of rubber-based manufactured products as applicable.

1.4 Incentives to Register as a Hauler with OTS

Registered Haulers that meet the minimum vendor standards (see Registration section for further details) and comply with the Used Tires Program Plan requirements are eligible for the following benefits and incentives:

- Business name posted on the OTS website as a registered Hauler
- Hauler Transportation Incentive payment on applicable tire movement, subject to making a complete and accurate claims submission (see Transportation Incentive section of this guidebook for further details)

1.5 Requirements of OTS Registered Haulers

Once registered with OTS and the Used Tires Program, Haulers are responsible for meeting the following, as well as, the terms and conditions in the Hauler Agreement (please refer to Appendix A of this Guidebook for further information):

- Delivering scrap program tires to OTS registered Processors (or approved end use) to be eligible to receive a Transportation Incentive as applicable.

- Picking up eligible used tires from registered Collectors at no charge. Instead of receiving payment from Collectors for picking up used tires, Haulers will receive a Transportation Incentive from OTS for all eligible tires transported. Haulers will be paid by OTS for the transportation services for delivery of program scrap tires to a registered Processor or other eligible end use based on the Transportation Incentive Model (and after filing a successful Hauler Claim that has been processed) as applicable.
- Completing all appropriate OTS paperwork and submitting to OTS
- Providing detailed information to OTS on final destinations and end-uses of tires directed to reuse including tires that are exported or sold for reuse
- Submitting complete and accurate claims monthly in order to be eligible to receive Transportation Incentive (TI) Payments (see Transportation Incentive Section for further details)
- Maintain accurate records in accordance with audit requirements
- Comply with Hauler Standards, Operating standards and contractual obligations

Note: Haulers may charge Collectors a surcharge for non-program tires, tires on rims, etc.

1.5.1 Hauler Standards

Effective May 1st 2012 Haulers must comply with the Hauler Standards (please refer to Appendix E of this guidebook). Periodic Hauler Standard audits may be conducted in accordance with the Standards. Failure to comply with the Standards may result in the Haulers contract being terminated with OTS.

2.0 Registration

This section provides prospective Haulers with an overview of the key components of the registration process. By following the step-by-step instructions provided, a Hauler will be able to submit a Hauler 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 one (1) business day of OTS requesting such information. If information requested is not received within the time frame specified the application will be rejected.

2.1 Application Requirements

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

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

- Certificate of Approval Number (applicable to businesses storing tires with a combined weight of 50 Tonnes or more)
- Insurer name and expiry date of commercial liability insurance
- Worker Health & Safety certification number (WSIB account number)
- Ontario Business number (if applicable)
- Business start date
- Harmonized Sales Tax (HST) number
- Business must be actively hauling tires at the time of application
- Proof of Hauler to Processor Relationship (a letter from the Registered Processor or past invoices to/from the Processor or indicating that they are willing to do business with the potential Hauler)
- Valid email address
- Other relevant permits and worker certification associated with the transportation of used tires. These requirements will vary depending on your municipality and/or business activities. If you have any questions about these requirements, please contact OTS.
- Proof of valid Commercial Vehicle Operator's Registration (CVOR Abstract Level II) and Carrier Safety Rating (CSR) (refer to the Hauler Standards posted on the OTS website for additional requirements)
- OTS will also request additional supporting documentation to be sent in with the application (i.e. Master Business License, Articles of Incorporation, and Certificate of Insurance etc.)
- Electronic Funds Transfer (EFT) form along with a copy of a void cheque

2.2 Hauler Registration Process

Reminder: If a participant identifies themselves as having multiple roles under the Program, separate applications are required for each role they wish to apply for by completing the relevant registration form for that role.

Once a business/corporation has determined that it is appropriate to apply with OTS to become a registered Hauler, application forms can be submitted in one of three ways;

- 1) **Online:** Fastest option typically taking 10 business days to process (To use this option a valid email address must be used)
- 2) **Fax:** Typically takes 15 business days to process from the time the application is received by OTS
- 3) **Mail:** Typically Takes 15 business days to process from the time the application is received by OTS

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

NOTE: In order to complete the registration application, the individual completing the form will need to have the authority to bind the corporation/business or have been granted the authority to bind the corporation / business.

2.2.1 Online Application

Please allow 10 business days for processing an application when applying online. The steps below are to be followed in order to submit a Hauler application online:

- 1) Go to the OTS website at www.RethinkTires.ca. Click the "Login" button at the top right hand corner of the page to register as a new user. Once you sign-up, a notification letter with your OTS username will be sent to the email address provided during sign up.
- 2) Once you have received the confirming email, in the body of the email you will be provided with two links, you will click on the longer link for your one time use to create a password for your log in.
- 3) Once you have your new ID, if you are not logged in, go back to the OTS website at www.RethinkTires.ca and logon to the site (top right of home page)
- 4) Select the role that you are going to apply for (i.e. Hauler)
- 5) Complete the registration (see Registration Form Help for explanations on the fields that need to be completed on the form)
- 6) Click "Finish" to submit your application.
- 7) 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.
- 8) Remember to fax in all supporting documents (business license, CVOR etc.)
- 9) 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.
- 10) You will be contacted by OTS to advise you as to whether or not your Hauler application was approved or rejected (please see Approval or Rejections of Applications section below).

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 Hauler application by fax:

- 1) Download and print your application form(s) by visiting the OTS website at www.RethinkTires.ca, register for the program page. 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 forms, fax them to OTS at 1-866-884-7372. Call 1-888-687-2202 to confirm that your application was received.
- 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.
- 5) You will be contacted by OTS to advise you as to whether or not your Hauler application was approved or rejected (please see Approval or Rejections of Applications section below).

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 Hauler application by mail:

- 1) Download and print your application form(s) by visiting the OTS website at www.RethinkTires.ca, register for the program page. 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.
- 5) You will be contacted by OTS to advise you as to whether or not your Hauler application was approved or rejected (please see Approval or Rejections of Applications section below).

2.2.4 Hauler Registration Form Guide

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 refer to the Agreement section. To complete this form online, go to: www.RethinkTires.ca.



Hauler Registration Form

1. Complete the **Business Location Address** information. This is the of the main business location where books and records kept.

Please note: The Legal Business Name is the legal name of the business registering with OTS to haul tires eligible to be claimed for financial assistance credits (must be the legal Business Name not an individual)

The Business Operating Name is the name that the company commonly operates under and may be different from the legal name of the business.

The Franchise Name is the name of the Franchise which the company operates in affiliation with or with the permission of.

Complete all the fields on this form if you are applying to be a Hauler under the program.
For more information, refer to www.ontarioTS.ca.

Please PRINT in black ink.

Business Location Address (If applicable, please indicate the location of your sorting yard here)			
Legal Business Name			
Business Operating Name (if different from legal business name)		Franchise Name (if applicable)	
Location Address			
City			
Province/State		Postal Code/Zip/Other	Country
Phone Number ()	Fax Number ()	E-mail Address	

Primary Contact Information (This is the primary contact information that should be used for communication)			
Name			
Position			
Contact Address	<input type="checkbox"/> Same as Business Location Address above, or complete details below		
City			
Province/State		Postal Code/Zip/Other	Country
Phone Number ()	Fax Number ()	E-mail Address	
Preferred Contact Method			
<input type="checkbox"/> E-mail		<input type="checkbox"/> Fax (Note 1)	

Note 1: Fax number must not be on Canada's National Do Not Call List.

<i>For OTS office use only</i>		
Date received	Activation Date	Confirmation Mailed
(MM DD YYYY)	(MM DD YYYY)	(MM DD YYYY)
Registration Number		

2. Complete the **Primary 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.



Sort Yard Details If you operate 1 or more Sort Yards, provide the details below.			
Number of Sort Yards		Maximum Capacity for all Sort Yards	
3 Location of Sort Yard 1			
	City	Province	Postal Code
	Sort Yard 1 Capacity (in tonnes (scrap tires))		
Location of Sort Yard 2			
	City	Province	Postal Code
	Sort Yard 2 Capacity (in tonnes (scrap tires))		
Location of Sort Yard 3			
	City	Province	Postal Code
	Sort Yard 3 Capacity (in tonnes (scrap tires))		
Location of Sort Yard 4			
	City	Province	Postal Code
	Sort Yard 4 Capacity (in tonnes (scrap tires))		
Location of Sort Yard 5			
	City	Province	Postal Code
	Sort Yard 5 Capacity (in tonnes (scrap tires))		

3. If your business operates one or more Sort Yards, provide details of each location here.
Please note: A Sort Yard is an area where tires can be classified, sorted and stored for a period of time.
Maximum Capacity for all Sort Yards refers to the total amount of scrap tires, in tons, that can be accommodated in all locations.
 If there are more than five Sort Yards, please include an additional copy of this page with your application.

Hauler Registration Form Help

Hauler Registration Form

Hauler Details

Business Start Date **3** (MMM DD, YYYY) Ontario Business Number (please provide if applicable) **4**

Certificate of Approval Number **5**

Types of Tires Handled Check **all boxes** that apply.

<input type="checkbox"/> Passenger & Light Truck Tires	<input type="checkbox"/> Small OTR Tires
<input type="checkbox"/> Medium Truck Tires	<input type="checkbox"/> Medium OTR Tires 6
<input type="checkbox"/> Agricultural Drive and Logger	<input type="checkbox"/> Large OTR Tires
<input type="checkbox"/> Skidder Tires	<input type="checkbox"/> Giant OTR Tires
<input type="checkbox"/> Small and Large Industrial Tires	

Note: we will require a declaration of opening inventory on Aug. 31, 2009.

Primary Business Address Storage Capacity (intonnnes) **7**

Are you planning to, or already registered for, another role in the program? Check **all boxes** that apply.

8 Steward Recycled Product Manufacturer Processor

Name of Commercial Liability Insurer **9** Expiry Date of Commercial Liability Insurance **10**
(MMM DD, YYYY)

Worker Health and Safety Certification (WSIB Registration Number) **11**

Describe Relevant Permits and Worker Certifications **12**

GST Registration Number **13**

Acknowledgment of Terms and Conditions

The applicant hereby acknowledges reading and understanding the "Terms and Conditions of Registration with Ontario Tire Stewardship as a Hauler" set out below, and agrees to be bound by them.

Authorized signature 14	Print name 15	Date 16 (MMM DD, YYYY)
Name (form completed by) 17	Phone (form completed by) 18	

3. Enter the **Start Date** of when your business became operational.

5. Enter the **Certificate of Approval: Waste Disposal Site (Processing) number**, for processing scrap tires. For more information, refer to the Ministry of Environment.

7. Provide the **Tire Storage Capacity of the Primary Business Address**, in tonnes.

8. If you qualify for **another role in the program**, please indicate the role(s) here.

9. Enter the **Name of Commercial Liability Insurer**.

13. Enter the **GST /HST Registration Number** here. (This is a 9 digit number that ends in RT001 e.g. 123456789 RT001). For more information, contact Canadian Revenue Agency (CRA).

14. **Signature** of company representative who has signing authority.

17. Print the **Name** of the person who completed the form.

18. Provide the **phone number** of the person who completed the form.

4. The **Ontario Business Number** is assigned when registering the Business name with ServiceOntario. For more information, please visit the ServiceOntario Gateway for Business website.

6. What types of tires does your business handle? Please select **ALL** that apply. **Please note:** The dimensions for the Off-the-Road (OTR) tires are as follows:

- **Small OTR Tires**= 1300R24 to 23.5R25 Rim Size
- **Medium OTR Tires**= Above 23.5R25 to 33 inch Rim Size
- **Large OTR Tires**= Above 33 inch to and including 39 inch Rim Size
- **Giant OTR Tires**= Over 39 inch Rim Size

Note: OTS will require a declaration of opening inventory on August 31, 2009. Please refer to the Agreement section of the registration form for more information.

10. Enter the **Expiry Date of the Commercial Liability Insurance**.

11. Enter the **Worker Health and Safety Certification Number or Work place Safety and Insurance Board (WSIB) account number** in Ontario. It is a 7 digit number. If you have no employees you must write "No Employees"

12. Enter a brief description of **Relevant Permits and Worker Certifications** associated with the storage, handling and processing of used tires.

15. Print the **Name and Position** of the signing authority.

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 sent 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 relating to the OTS program.

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.).

2.4 Adding an Authorized User to an Account

Certain information regarding a registered Haulers account may only be divulged to the contact person OTS has on file. 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 hauler must contact OTS either via email at info@RethinkTires.ca or by phone at 1-888-677-2202 and provide OTS with the following:

- Name of Additional Contact
- Number and/or email address 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 without completing a new registration form.

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

- Changes to Legal Business Name (including those resulting from a company purchase or takeover)
- Business has been purchased/taken over

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.

For all other change requests, the contact or company official with signing authority may request that the file information be updated by contacting OTS via email at info@RethinkTires.ca or by phone at 1-888-687-2202. Confirmation will be given by OTS once the updates have been made.

2.5.1 Company Acquisitions

In the event that a Hauler 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 Hauler or by a registered Hauler should be sent to info@RethinkTires.ca.

2.6 Supply of OTS Forms (TCR, UCR, HIT, RTR, DOT, PTR Forms etc.)

All tire movement is tracked on a mobile device or approved OTS forms which are provided to the Hauler by OTS. Upon successful registration Haulers will need to request a supply of the various forms available to Haulers in the program. In order to request forms, Haulers must send an email to info@RethinkTires.ca or call the Call Centre (1-888-687-2202) to order these forms. The following information is required to request forms:

- Hauler Registration Number
- Company Name
- Type of Form Being Requested
- Number of Forms Being Requested

Forms will be issued as deemed appropriate by OTS; Haulers will be notified as to the details of the status of the request (i.e. approved forms to be sent out by date etc.).

Once the initial supply of forms becomes depleted, Haulers can request additional forms using the above outlined process.

Newly registered Haulers will only receive a mobile device upon three consecutive months of hauling tires under the OTS program on approved OTS forms. Once OTS deems your Hauler company approval to receive a mobile device for tracking tire movements the Hauler must visit the OTS office for a training session and to pick up their device.

2.7 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 pick-ups a Hauler may undertake as a registered Hauler with OTS.

3.1 Pre-Program/Tires in Inventory Tire Pick Ups

3.1.1 Pre-Program Tire Pick Ups

Pre-program tires are defined as used tires that were generated and collected prior to the OTS program implementation date of September 1st 2009.

Pre-program tires do not attract any type of incentive payment as they are not considered part of the OTS program. There are no required OTS forms to be completed by a Hauler when dealing re-program tires unless the pick-up is part of a Special Tire Collection Event authorized by OTS (see below).

Haulers may choose to charge Collectors for the pick-up of these tires as they will not be compensated by OTS. Processors may charge Haulers a Tip Fee when these tires are dropped off.

3.1.2 Tires in Inventory Tire Pick Ups

Tires in inventory are those scrap program tires that were generated or collected after September 1st 2009 but PRIOR to a Collector becoming registered with OTS.

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

3.1.2.1 Completing a UCR Form for Tires in Inventory

The Collector Completes Part 1 (either the Unregistered Site information if the Collector is not registered with OTS or the registered Collector section if they are).

- 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 as part of the Hauler Claim. Please refer to section 3.3 of this Guidebook for further details on completing a UCR form for unregistered collector sites.

3.2 Registered Collector Tire Pick Ups

Haulers are to pick up program tires collected by registered Collectors free of charge, as Transportation Incentives (TI) will be paid to registered Haulers on eligible tire pick-ups by the registered OTS Processor upon delivery of tires at the processing facility and once the Hauler has completed and submitted a successful Hauler Claim. (please refer to section 6.0 of this guidebook for more information on TI incentive eligibility). A Hauler must check the OTS website to ensure that a Collector is registered (i.e. the pick-up location is listed as a registered site on the OTS website www.RethinkTires.ca). Please note that addresses for sites that are registered as Generators (please refer to the Collector Guidebook for specifics on Generators and Collectors) only and have asked OTS not to display their information on the website can be requested from OTS by emailing info@RethinkTires.ca. The addresses of the pick-up locations must completely match the address showing on OTS website; if the pick-up location is different from the listing on the website contact OTS at 1-888-687-2202.

Only tires picked up from registered collection sites are eligible for TI payments to Haulers (with the exception of approved STC tire pickups described in section 3.5). A Tire Collection Receipt (TCR) Form must be completed when picking up tires from a registered Collector.

NOTE: Addresses for registered Collector sites listed on TCR forms must match the address 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 and TI will not be applicable.

3.2.1 Completing a Tire Collection Receipt (TCR) Form

Prior to 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 were generated by the Collector (or is a Generated tire), check off the box “These tires are “generated” and therefore not eligible for payment of the Collection Allowance by OTS.”

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 operations (e.g. corporate fleet vehicles etc) and are not eligible for the CA but will be picked up for no charge). Collected tires are used tires received from

Ontario residents that are eligible for the CA according to the conditions of the Used Tires Program Plan). It is possible for a Hauler to pick up both collected and generated tires from the same Collector during a given pick up; this means that two TCR forms would be generated, one for the collected tire quantities picked up and one for the generated tire quantities picked up.

The Hauler and the Collector jointly complete the Tire Type and Quantity section of the TCR. Upon completion, both parties are required 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 as part of the Haulers Claim.

Refer to the Tire Receipt Collection (TCR) Help Form below for additional guidance on completing a TCR form.

3.2.2: Tire Collection Receipt (TCR) Form Help

2) Collector/Generator to Complete Part 1:

Please Note: Collection Site must be registered with OTS. All Collector information must match what OTS has on file to be considered a "Registered Collector" verify at www.Rethinktires.ca

3) Collector /Generator to "Check Box" if the tires being collected were generated by the Collector.

NOTE: Definitions are given at the bottom of the form.

4) Hauler to Complete Part 2:

Please Note: all Hauler information must be consistent with the information OTS has on file.

TCR Form Number

TCR 11234567

PICK-UP DATE: DD / MM / YY

OTS **TIRE COLLECTION RECEIPT FORM**
This form may be used for both "Generated" and "Collected" tires. All fields are mandatory on this form. Enter a 0 where appropriate. NOTE: Generated tires are not eligible for Collection Allowance.

PART 1: COLLECTOR / GENERATOR Ensure PART 2 (Hauler Section) is complete before signing this form. Retain a copy for the purpose of inventory reporting.

Registration Number _____ Company Name _____ Address (the pick-up location) _____ City _____ Postal Code _____ Telephone () _____ I certify that these used tires were accumulated in Ontario after Aug. 31, 2009. Signature of Collector representative _____ Print Name _____ <input type="checkbox"/> These tires are "Generated" and therefore not eligible for payment of the Collection Allowance by OTS.	TIRE TYPE: <small>DEFINITIONS AVAILABLE AT www.ontarioTS.ca</small> 1. Passenger & Light Truck Tires _____ 2. Medium Truck Tires _____ 3. Agricultural Drive & Logger Skidder Tires _____ 4. Small and Large Industrial Tires _____ 5. Small OTR Tires _____ 6. Medium OTR Tires _____ 7. Large OTR Tires _____ 8. Giant OTR Tires _____	Quantity (units) _____ _____ _____ _____ _____ _____ _____ _____
---	---	--

PART 2: HAULER Retain a copy for the purpose of inventory reporting.

Registration Number _____ Company Name _____ Contact Telephone # () _____	I certify picking up the quantities of tires noted above. Signature of Hauler _____ Print Name _____
--	--

Generated Tires are used tires produced from an organization's internal operations (e.g. corporate fleet vehicles) that are not eligible for the Collection Allowance but will be picked up for no charge according to the conditions of the Used Tires Program Plan.

Collected Tires are used tires received from Ontario residents that are eligible for the Collection Allowance according to the conditions of the Used Tires Program Plan.

"Generated" and "Collected" tires must be reported on separate forms.

White - OTS Yellow - HAULER Pink - COLLECTOR

1) Hauler to Enter the Date of the Pick Up

5) Hauler and Collector /Generator jointly complete the Tire Type and Quantity section. List out tires that are being picked up by Tire Type and Qty.

6A & 6B) Once the form is complete, review the form. The Collector/Generator must sign the form and print the contact name in Part 1. The Hauler will sign the form and print the contact name in Part 2

Note: The Hauler will take both the yellow and white copy at the time of pick up. The pink copy is to be retained by the Collector for their records.

3.2.3 Picking Up Tires at a Registered Collection Site that is also a Registered Processor

As of May 1st 2012, tires Collected from a registered Collector site that is also registered as a Processor in the OTS program are to be documented using a UCR from (please refer to the Unregistered Tire Collection section of this guidebook for details on completing the forms). Tires collected at these sites do not attract a Transportation Incentive or a Collection Allowance, however are documented for inventory tracking purposes.

Processor/Collector locations that have approved sub-collector locations will still be able to document the tires picked up from those locations (in accordance with the sub-collector program, please refer to the Collector guidebook for details) on TCR forms.

3.3 Unregistered Tire Collection Pick Ups

Haulers may pick up tires from unregistered collection locations (i.e. sites that are not listed on the OTS website, and have not been issued an OTS registration number), however TI will not be paid for tires picked up at these locations therefore Haulers may choose to charge unregistered collection sites for the pick-up of scrap tires. When picking up eligible scrap tires from an unregistered collection site an Unregistered Collection Receipt (UCR) form must be completed.

3.3.1 Completing a UCR Form

The unregistered collector completes part 1 (The Unregistered Site information section) of the 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 unregistered collector jointly complete the Tire Type and Quantity section of the UCR. Upon completion, both parties need to sign the UCR form.

The pink copy of the UCR form is to be left with the unregistered 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 Haulers Claim.

Refer to Completing a UCR Form Help section below for further details on completing a UCR form.

3.3.1 Completing a UCR Form Help

NOTE: 8 Digit UCR Form Number

1) Enter the Date of the pick up

UCR 67890123

PICK-UP DATE: DD / MM / YY

OTS **UNREGISTERED COLLECTION RECEIPT FORM**
Tires that are not eligible for free pick up or collection allowance because a disposal fee charged or the tires were generated prior to September 1, 2009.
 All Fields are mandatory on this form. Enter a 0 where appropriate.

PART 1: COLLECTOR Ensure PART 2 (Hauler Section) is complete before signing this form. Retain a copy for the purpose of inventory reporting.

Unregistered Site Information		TIRE TYPE:	DEFINITIONS AVAILABLE AT www.ontarioots.ca	Quantity (units)
Company Name	_____	1. Passenger & Light Truck Tires	_____	_____
Address (the pick-up location)	_____	2. Medium Truck Tires	_____	_____
City	_____	3. Agricultural Drive & Logger Skidder Tires	_____	_____
Postal Code	_____	4. Small and Large Industrial Tires	_____	_____
Telephone ()	_____	5. Small OTR Tires	_____	_____
Signature of representative	_____	6. Medium OTR Tires	_____	_____
Registered Collector Information		7. Large OTR Tires	_____	_____
Registration Number	_____	8. Giant OTR Tires	_____	_____
Postal Code	_____			
Signature of Registered Collector representative	_____			
Print Name	_____			
These tires are not eligible for payment of the Collector Allowance by OTS. <input type="checkbox"/> Charged a disposal fee. <input type="checkbox"/> Generated prior to September 1, 2009.				

PART 2: HAULER Retain a copy for the purpose of inventory reporting.

Registration Number	_____	I certify picking up the quantities of tires noted above.
Company Name	_____	Signature of Hauler
Contact Telephone # ()	_____	Print Name

UCR - v03 5/10

White - OTS Yellow - HAULER Pink - COLLECTOR

2) Unregistered collectors are to complete the top portion of Part 1.

Registered Collectors are to complete the bottom Part 1 with their Registration Number provided to them by OTS upon successful registration and address information as provided to OTS at the time of registration.

4) Along with the unregistered collector representative or Collector, enter the quantities of each type of tire being picked up

3) Registered Haulers are to complete Part 2.

5A & 5B) Once the form is complete, review the form. The unregistered site representative or Collector must sign the form and print the contact name in Part 1. The Hauler must sign the form and print the contact name in Part 2

Note: The Hauler will take both the yellow and white copy at the time of pick up. The pink copy is to be retained by the unregistered site or Collector for their records.

3.4 Dedicated Off the Road Tire Pick Ups

This process is to be used by Haulers when they anticipate a pickup/pickups (in a 'milk run') that will result in a dedicated load of off road tires that need to be delivered to an approved processor where they wish to access the applicable DOT premium. DOT pick-ups need to be authorized by OTS prior to tire pick up and a DOT form needs to be completed at the time of pick up.

Dedicated Off The Road (DOT) Tire Pick Ups are those tire pickup/pick-ups that will result in a full load of off the road tires (as defined by the OTS program plan).

3.4.1 Requesting Authorization for a Dedicated Off the Road Tire Pick Up

Prior to picking up a dedicated load of off the road tires a Hauler must receive authorization from OTS in order to be eligible to access the transportation premium on the load. The request must be submitted at least ONE WEEK prior to the estimated pick up date in order to facilitate processing.

To request a DOT pick up the Hauler must:

- Send an email to OTS at info@RethinkTires.ca to request authorization for the delivery and include the following information:
 - Date of Pick Up
 - Collector Registration Number
 - Hauler Registration Number
 - Hauler Company Name
 - Estimated Tire Counts & Types (MOTR, LOTR, GOTR)
 - Postal Code of Collection Point
 - Additional Notes (if applicable)

OTS will review your request and notify you via email if the request has been rejected or approved. If you have been approved, you will be provided with an **authorization code** and **2 week expiry date** to complete this DOT transaction.

- Note: If the approved DOT cannot be collected by the expiry date, you must send another email explaining the reason for an extension. You must receive approval from OTS via email on your request for an extension before you can proceed with collecting the tires on a DOT.

Haulers must collect the tires on a iPad by creating a DOT mobile transaction at that specific approved Collector before the expiry date. On the DOT transaction, the Hauler **must** select "**Comments (optional)**", to add in the approved authorization code in order to be paid for the eligible DOT rates. If the Hauler attempts to adjust a completed transaction to add in the comments after the fact or has not placed the authorization code as a comment at the time of collection, the Hauler will not be paid the DOT rate and the transactions will be treated like a TCR.

- For Haulers wishing to be paid on scale weight instead of estimated weight, the Hauler must select **Scale Ticket (optional)** on their mobile device. Enter an estimated gross weight and add a tare weight along with adding a scale ticket(s)/temp scale ticket(s). Haulers will be required to modify the completed transaction via the TM system before submitting their

claim to correct the gross weight and replace the scale ticket image(s) with the correct information corresponding to the collection before submitting your claim.

If a Hauler is providing a scale weight for DOT transactions, the haulers must either weigh the DOT at a local scale near the collection site on the same day of the transaction or demonstrate a direct delivery from the DOT collection site to the Processor within 7 days in order to use the Processor scale ticket.

Rejected Requests:

- If a request is rejected OTS will contact the Hauler by email or phone and advise the Hauler that the request has been rejected and the reason for the rejection
- Rejections may occur if a DOT request is incomplete or contains errors, or for other reasons that may be determined by OTS from time to time

Approved Requests:

- If a DOT request is approved, OTS will contact the Hauler by email or phone to advise the Hauler of the approval and the following information will be provided:
 - The date the DOT has been approved
 - The expiry date in which the DOT load need to be picked-up by

Should the approved DOT tire count request change once the DOT has been approved, the Hauler must contact OTS regarding the change. Should OTS approve this amended request the original approved DOT request becomes invalid.

A Hauler should receive a response from OTS acknowledging receipt of the request within 1 business day (this time frame is not applicable to requests submitted on weekends, after normal business hours or holidays). In the event that a response is not received within this time frame contact info@RethinkTires.ca for further information.

Haulers should normally receive approval / rejection notice within 2 business days of submitting the DOT request. However, from time to time, review and approval or rejection of a DOT request may require more time than 1 business day for processing. While OTS will make every effort to ensure that the requests are addressed in the shortest possible time, approval must be received PRIOR to picking up tires from a registered OTS Collector. Failure to respect this process may result in OTS not paying the Hauler the Transportation Incentive and any applicable Premium Incentive that would have applied to that load. Additionally OTS may seek to recover other costs associated with the management of the affected load (e.g. Processing costs of the unapproved load) and may result in OTS revoking the registration of the Hauler)

3.4.4 DOT Pick Ups without Prior OTS Approval

In the event that a Hauler does not obtain approval from OTS for a DOT pick up, any applicable premium transportation rate that may have otherwise been available will not be paid on the load(s). DOT transportation premiums will only be paid out on loads with OTS approval and on transactions which have been picked up by the specified expiry date OTS has provided in the original request of the DOT pick up. DOT will only be approved on the specific tire types; Medium Off Road (MOTR), Large off Road (LOTR), and Giant off Road (GOTR). All other tire categories do not qualify under a DOT approval.

3.4.5 Completing a DOT Form

Upon receiving a DOT authorization code, the Hauler is to handwrite the unique code onto the top right of the corresponding DOT form. Once at the DOT pick up location, complete the DOT form as follows:

The Collector Completes Part 1

- Company Name
- Address
- City
- Postal Code
- Telephone Number
- If scrap tires were generated by the Collector, check off 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 by the Hauler as part of the Hauler Claim.

Refer to the Completing a DOT Form Help section below for further details on completing a DOT form.

3.4.6 Completing a DOT Form Help

NOTE: 8 digit form number required for Hauler Claim

2) Collector/Generator Completes Part 1: including Registration Number (as provided to Collector by OTS at the time of registration); Company Name; Address, City, Postal Code and Telephone Number. The location information must match the information provided to OTS at the time of registration.

3) Collector/Generator will "check" this box if the tires on the DOT form are not eligible for Collection Allowance (i.e. The tires were generated by the Collector)

Note: Definitions of Generated vs Collected Tires are found in section 1.6 of the Collector Guidebook

4) The Hauler will complete Part 2 of this form.

1) Enter the Date of the Pick Up and hand write the Authorization code associated with the DOT form here

5) Along with the Collector/Generator, enter the quantities of each type of tire being picked up

DOT 23456789
 PICK-UP DATE: DD / MMM / Y

DEDICATED OTR TIRE COLLECTION FORM
Dedicated loads of off-the-road (OTR) tires generated in Ontario. All Fields are mandatory on this form. Enter a 0 where appropriate.

PART 1: COLLECTOR / GENERATOR Ensure PART 2 (Hauler Section) is complete before signing this form. Retain a copy for the purpose of inventory reporting.

Registration Number _____ Company Name _____ Address (the pick-up location) _____ City _____ Postal Code _____ Telephone () _____ I certify that these used tires were accumulated in Ontario after Aug. 31, 2009. _____ Signature of Collector representative _____ Print Name _____ <input type="checkbox"/> These tires are not eligible for payment of the Collector Allowance by OTS.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">TIRE TYPE:</th> <th style="text-align: left; font-size: x-small;">DEFINITIONS AVAILABLE AT www.ontarioTS.ca</th> <th style="text-align: left;">Quantity (units)</th> </tr> </thead> <tbody> <tr><td>1. Agricultural Drive and Logger Skidder Tires</td><td></td><td>_____</td></tr> <tr><td>2. Small and Large Industrial Tires</td><td></td><td>_____</td></tr> <tr><td>3. Small OTR Tires</td><td></td><td>_____</td></tr> <tr><td>4. Medium OTR Tires</td><td></td><td>_____</td></tr> <tr><td>5. Large OTR Tires</td><td></td><td>_____</td></tr> <tr><td>6. Giant OTR Tires</td><td></td><td>_____</td></tr> <tr><td colspan="2">Scale Ticket #</td><td>_____</td></tr> <tr><td colspan="2">Scale Ticket Weight (KG)</td><td>_____</td></tr> </tbody> </table>	TIRE TYPE:	DEFINITIONS AVAILABLE AT www.ontarioTS.ca	Quantity (units)	1. Agricultural Drive and Logger Skidder Tires		_____	2. Small and Large Industrial Tires		_____	3. Small OTR Tires		_____	4. Medium OTR Tires		_____	5. Large OTR Tires		_____	6. Giant OTR Tires		_____	Scale Ticket #		_____	Scale Ticket Weight (KG)		_____
TIRE TYPE:	DEFINITIONS AVAILABLE AT www.ontarioTS.ca	Quantity (units)																										
1. Agricultural Drive and Logger Skidder Tires		_____																										
2. Small and Large Industrial Tires		_____																										
3. Small OTR Tires		_____																										
4. Medium OTR Tires		_____																										
5. Large OTR Tires		_____																										
6. Giant OTR Tires		_____																										
Scale Ticket #		_____																										
Scale Ticket Weight (KG)		_____																										

PART 2: HAULER Retain a copy for the purpose of inventory reporting.

Registration Number _____ Company Name _____ Contact Telephone # () _____	I certify picking up the quantities of tires and the total weight noted above. _____ Signature of Hauler _____ Print Name _____
--	--

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White - OTS Yellow - HAULER Pink - COLLECTOR

Note: The Hauler will take both the yellow and white copy at the time of pick up. The pink copy is to be retained by the Collector/Generator for their records.

6A & 6B) Once the form is complete, review the form. The Collector/Generator must sign the form and print the contact name in Part 1. The Hauler will sign the form and print the contact name in Part 2

3.5 Special Tire Collection (STC) Events

There are generally two types of Special Tire Collection Events (STC's) as defined by OTS, those conducted by Registered program participants and those requested by individual Ontario residents (non registered sources).

3.5.1 Registered Collector Special Tire Collection

Registered Collectors who wish to hold a special tire collection event will contact OTS to notify them of the event. Haulers will pick up tires at these locations following the same procedures as for picking up scrap tires from a Registered Collection site (see section 3.2 of this Guidebook)

3.5.2 Unregistered Collector Special Tire Collection

Individual residents (non registered with OTS) requesting a pick-up of tires on a specific property which meet criteria set out by OTS may be considered an STC. Individuals wishing to request an STC will need to submit a request to OTS following procedures set out by OTS. OTS reserves the right to decline an STC request if it does not meet the criteria set out by OTS.

Haulers will be contacted by OTS to arrange pick-ups of tires for approved STCs and upon agreement, an STC form will be mailed by OTS to the Hauler (via courier) who has confirmed to assist in the event. Once the Hauler has received the STC form, then the Hauler may pick up the tires related to the authorized STC. Tires generated from a non-registered source approved STC do not attract CA but will attract TI, PI and MI as applicable.

If a Hauler is contacted by a non-registered Collector about picking up tires that may be an STC, the Hauler is to ask the participant to contact OTS to make necessary arrangements (the resident may request that a specific Hauler be assigned to their event, and when possible OTS will try to accommodate the request).

Haulers picking up scrap tires generated from an unregistered collectors' approved STC will need to complete a Special Tire Collection (STC) form with the authorized event coordinator upon picking up the tires.

3.5.2.1: Completing a Special Tire Collection Form

At the time of pick up:

The Event Contact Completes Part 1:

- Event Number (will be written on the STC form by the Hauler)
- Group/Individual Name
- Address
- City
- Postal Code
- Telephone Number

The Hauler Completes Part 2:

- Hauler Registration Number
- Company Name
- Contact Telephone Number

The Hauler and the event contact jointly complete the Tire Type and Quantity section of the STC Form. Upon completion, both parties need to sign the STC Form.

The pink copy of the STC form is to be left with the group/event contact, 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.

Refer to the Completing a Special Tire Collection Form help section below for further details on completing an STC form.

3.5.2.2: Completing a Special Tire Collection Form

NOTE: 8 digit form number required for Hauler Claim

STC 56789012



SPECIAL TIRE COLLECTION FORM

OTS approved special events requiring pick up of more than 4 tires or Hauler reporting of drop offs by the general public and roadside pickup. All Fields are mandatory on this form. Enter a 0 where appropriate.

PICK-UP DATE: DD / MMM /

1) Enter the Date of the Pick Up

2) The event organizer completes Part 1 of the form. All information is to be consistent with the information provided to OTS at the time that the organizer requested the STC. Haulers can verify this as they will have been given a copy of the approval of the STC for which they have been assigned.

This section will be completed by a registered Collector if they are part of an approved Pre-Program STC pick up

PART 1: Event number will be provided when approval granted. Retain a copy for the purpose of inventory reporting.

2

Event Number _____

Name of Group/Individual _____

Address (The pickup location) _____

City _____

Postal Code _____

Telephone () _____

TIRE TYPE:	DEFINITIONS AVAILABLE AT www.ontarioTS.ca	Quantity (units)
1. Passenger & Light Truck Tires		_____
2. Medium Truck Tires		_____
3. Agricultural Drive & Logger Skidder Tires		_____
4. Small and Large Industrial Tires		_____
5. Small OTR Tires		_____
6. Medium OTR Tires		_____
7. Large OTR Tires		_____
8. Giant OTR Tires		_____

4) Along with the event organizer, enter the quantities of each type of tire being picked up

I certify that these used tires were accumulated in Ontario.

Signature of Hauler/Event representative _____

Print Name _____

5A

PART 2: HAULER Retain a copy for the purpose of inventory reporting.

3

Registration Number _____

Company Name _____

Contact Telephone # () _____

I certify picking up the quantities of tires noted above.

Signature of Hauler _____

Print Name _____

5B

5A & 5B) Once the form is complete, review the form. The event coordinator must sign the form and print the contact name in Part 1. The Hauler will sign the form and print the contact name in Part 2

3) The Hauler will complete Part 2 of this form.

White - OTS Yellow - HAULER Pink - EVENT or INDIVIDUAL

OTS

Note: The Hauler will take both the yellow and white copy at the time of pick up. The pink copy is to be retained by the Collector/Generator for their records.

3.6 Hauler to Hauler Tire Transfer

From time to time, Haulers may need to transfer tire inventory to another Hauler (for example to transport tires across borders with OTS approval). Haulers may transfer tires to another Hauler, however base TI (the TI that would apply based on the FSA where the tires was picked-up and based on the type of pick up as applicable) will only be paid to the Hauler that picked up the tires from a registered collection site. The Haulers may agree to compensate one another depending on the circumstances; however this is outside of the OTS program. As of May 1st 2012 HIT forms for On Road tires must be authorized by OTS prior to the transfer occurring. Please refer to the authorization section below for further details.

Haulers who transfer tires to another Hauler for which an Adhoc or Redirect Authorization Code has been issued must transfer the Authorization Code to the receiving Hauler (in this case the Code must be written on the Hauler Inventory Transfer Form) and notify OTS that they have transferred the code to a different delivering Hauler or notify OTS that the code will not be used (refer to section 3.6.2 of this Guidebook). Please refer to the “Minimum Delivery Threshold” section of this guidebook as well to ensure that all Haulers are meeting the minimum delivery threshold before considering Hauler to Hauler transfers.

A Hauler Inventory Transfer (HIT) form must be completed for Hauler to Hauler transfers.

3.6.1 Completing Hauler Inventory Transfer Forms

When transferring tires to, or receiving tires from, another Hauler a Hauler Inventory Transfer (HIT) form is to be completed (one form per transfer):

The Hauler who picked up tires at a collection site is to complete Part 1 with the following information:

- Haulers Registration Number
- Company Name
- Contact Telephone Number
- Authorization Number (if previously approved as a Redirect or Adhoc load by OTS)

The Hauler receiving tires is to complete Part 2 of the form and include:

- Haulers Registration Number
- Company Name
- Contact Telephone Number

Both Haulers jointly complete the Tire Type and Quantity section of the HIT Form. Upon completion, both parties need to sign the HIT Form.

The white copy will be submitted to OTS by the Hauler who transferred the tires along with their claim for the applicable period. The canary colour copy is retained by the Hauler who transferred the tires. The pink copy will be used as part of the receiving Haulers Claim submission and the goldenrod colour copy will be retained by the receiving Hauler.

Refer to the Hauler Inventory Transfer Form Help section below for additional details on completing an HIT form.

3.6.2 Transferring Authorization Codes with a Hauler to Hauler Transfer

If an Authorization Code is transferred to the receiving Hauler via a HIT form, the premium associated with that shipment will be paid to the receiving Hauler assuming that all adhoc/redirect delivery requirements are met. If these requirements are not met the same penalties apply to the receiving Hauler as they would if that Hauler requested the Authorization Code themselves (refer to Adhoc/Redirect Delivery sections of this Guidebook for details). If the receiving Hauler wishes to alter the previously approved load (i.e. add tires/remove tires) a new Authorization Code must be obtained from OTS; this request will be treated as a standalone request and may or may not be approved for the same destination as the Authorization Code transferred to them. Notification must be sent to info@RethinkTires.ca to notify OTS when a code is being transferred to another Hauler indicating the Authorization Code being transferred, the Hauler that will be receiving the load/code and if known the HIT form number it will be used on.

3.6.2.1 Notification of OTS of Transferred Authorization Codes or Codes that Will Not Be Used

If the transferring Hauler chooses to transfer a previously issued Authorization Code to a Hauler as part of a Hauler to Hauler transfer, in addition to ensuring that the Code is written on the HIT form, they must also notify OTS that the transfer of an authorization code has occurred by sending an email to info@RethinkTires.ca and including the following information:

- Authorization Code Transferred
- Hauler the Code was Transferred to
- HIT form number used (if known at the time of notification)

In the event that the Authorization Code is not being transferred to the receiving Hauler, the Hauler to which the initial code was issued is to contact OTS to notify them that the code will not be used by emailing info@RethinkTires.ca.

If a receiving Hauler opts not to use an Authorization Code that was transferred to them as part of an HIT they must then notify OTS that they do not wish to use the Authorization Code via email to info@RethinkTires.ca.

3.6.3 Authorizations for On Road HIT Forms

Effective May 1st 2012 HIT forms are no longer permitted for the transfer of On Road tires. In the event of a shortage in capacity in the province, there may be a need for Haulers to execute a transfer of On Road tires. In this event a Hauler may request to have a HIT authorized for On Road tires. To request an authorization of an On Road tire HIT a Hauler must email OTS at info@RethinkTires.ca with the following information prior to transferring the tires:

- Hauler name and registration number
- Hauler name and registration number of Hauler who would be accepting the tires if authorized
- Number and type of tires being requested to transfer
- Reason for the transfer request

OTS will endeavor to response within 48 hours and will notify the Hauler of whether the request was approved or rejected. If the request is approved OTS will provide the Hauler with an authorization code for the On Road HIT transaction. If the request is rejected OTS will provide the reason for the rejection.

In any case HITS containing on road tires must be authorized prior to the transfer occurring. HITS containing On Road tires that were not authorized by OTS will not be paid, and will result in the receiving Haulers incentive being reduced at a rate equal to the total weight of the HIT (estimated weight) multiplied by the Haulers average inventory value.

3.6.4 Completing a Hauler Inventory Transfer Form – Help

NOTE: 8 digit form number required for Hauler Claim

HIT 34567890



HAULER INVENTORY TRANSFER FORM

All Fields are mandatory on this form. Fill 0 if required.

DATE OF TRANSFER:

1

1) Enter the Date of the tire transfer (if the HIT form has been authorized for use for On Road Tires include the ONROAD authorization number below the date)

PART 1: HAULER WHO PICKED UP TIRES AT OTS REGISTERED COLLECTOR Retain a copy for the purpose of inventory report

2

2) The transferring Hauler is to complete Part 1 of this form including their registration number, company name and contact telephone number.

Registration Number _____

Company Name _____

Contact Telephone # _____

TIRE TYPE:	DEFINITIONS AVAILABLE AT www.ontarioTS.ca	Quantity (_____)
1. Passenger and Light Truck Tires		_____
2. Medium Truck Tires		_____
3. Agricultural Drive and Logger Skidder Tires		_____
4. Small and Large Industrial Tires		_____
5. Small OTR Tires		_____
6. Medium OTR Tires		_____
7. Large OTR Tires		_____
8. Giant OTR Tires		_____

I certify that these used tires were picked up from an OTS registered Collector or through an eligible OTS Special Collection Event and were collected after August 31, 2009.

Signature of Hauler representative _____

5A

Print Name _____

NOTE

Note: If the transferring Hauler is also transferring an Authorization Code to the receiving Hauler, it is to be handwritten just below the "Print Name" field. It must be copied exactly as issued by OTS originally. The transferring Hauler must notify OTS of the transferred code by email at info@RethinkTires.ca

4) The transferring and receiving Haulers jointly complete the Tire Type section. Indicate the type and quantity of tires being transferred.

NOTE: If the load being transferred is associated with an Authorization Code, the tire types and quantities must be consistent with the information provided to OTS at the time the Authorization was requested.

PART 2: HAULER RECEIVING THE INVENTORY TRANSFER Ensure you retain your copies for the purpose of inventory reporting.

3

3) The Hauler is to complete Part 2 of this form.

Registration Number _____

Company Name _____

Contact Telephone # () _____

I certify receiving the quantities of tires noted above and will deliver the appropriate OTS end use.

Signature of Hauler _____

Print Name _____

5B

5A & 5B) Once the form is complete, review the form. The transferring Hauler is to sign the form and print the contact name in Part 1. The receiving Hauler will sign the form and print the contact name in Part 2

White - OTS FOR HAULER TRANSFERRING TIRES CLAIM
 Yellow - HAULER OF TRANSFERRING TIRES CLAIM
 Pink - OTS FOR HAULER RECEIVING TIRES FOR INVENTORY REPORT
 Goldenrod - HAULER RECEIVING TIRES

Note: The transferring Hauler will keep the yellow and white copy (the white copy will be forwarded to OTS with the Haulers Claim). The receiving Hauler will keep the pink and goldenrod copy of the form (the pink copy will be forwarded to OTS as part of the Haulers claim).

3.7 Completing a Reuse Sale between Haulers

Commencing February 1st 2012, in the event that a Hauler chooses to sell a used tire to another Hauler, the selling Hauler must complete an RTR form (please refer to the "Reuse" section of this guidebook for further details) and attach a copy of the invoice to the RTR form. The Hauler purchasing these tires must not claim the tires as reused or otherwise delivered in their own Hauler account as these tires are for resale and will not be allocated into their Hauler account. Please note that the selling Hauler may be required by OTS to provide further evidence of the end use of the tires (i.e. be able to demonstrate that the tires were in fact reused). Haulers not able to provide this supporting information may have their inventory reduced by an amount equal to twice the inventory declared as sold to reuse, and may result in the Hauler's termination from the program.

3.8 Processor to Processor Tire Transfer

From time to time, Processors may need to transfer whole tires from their facility to another Processor's facility. These are now completed on Processor Inventory Transfer (PIT) forms. Details of this process can be found in the Processor Guidebook.

3.9 Minimum Delivery Thresholds

Effective January 1st, 2012, Haulers will be required to deliver 75% of the tires delivered to either a Processor (in province or out) and/or to a Reuse/Retreading destination. Therefore, should a Hauler transfer 25% or more of their inventory to another Hauler (HIT), they will be reviewed by OTS and given notice that they are not meeting the minimum delivery threshold to a Processor and/or a Reuse/Retreading destination.

Should it be deemed, via a review by OTS, that a Hauler is not meeting the 75% threshold, a notice will be provided to the Hauler (from OTS in writing) and a deadline of 3 months from the point of notification will be given to the Hauler to prove they can/are meeting the expected threshold from that point forward. Haulers failing to meet the 75% delivery to registered Processors and/or Reuse/Retreading destinations threshold after the 3 month period may lead to the Hauler being deregistered from the program.

3.10 Making Changes to TCRs, UCR, DOT, HIT, STC , PTR & RTR Forms

Any change that is made to a TCR, UCR, DOT, HIT, STC, PTR or RTR form must be initialed. Any form submitted to OTS that contains changes that have not been initialed, will not be processed and may be sent back to the Hauler and may affect TI claim processing and payment.

4.0 Tires for Reuse

Haulers may choose to inspect the scrap tires they pick up and determine if they are suitable for a reuse market. Tires that are re-sold must be documented on a Reuse Tire Reporting (RTR) Form and reported to OTS with the Haulers monthly submissions.

Effective February 1st 2012 sales of tires to Reuse/Retreading, will not attract an incentive payment at the time of "Sale/Delivery". Haulers will still be compensated for transportation of tires delivered to reuse/retreading from a collection location to an assumed sort yard by inflating the Base TI Rate to account for the changes regarding reuse (based on the average rate of reuse).

Example of Reuse effective February 1st 2012:

Hauler Picks Up 100 Tires:

- 5 Go to Reuse
- 95 Go to a Registered Ontario Processor
- Incentive is paid out on the 95 tires delivered to an ON Processor
- Incentive is not paid on the 5 tires sold to reuse, however the inventory and credit is reduced by the applicable weight and dollar amount.

Haulers are still required to report all sales/deliveries to Reuse/Retreading to OTS (RTR forms and supporting documents must still be submitted to OTS as part of the claim process). Haulers found to have underreported reuse/retreading will be assessed an amount determined by calculating the average inventory value multiplied by the weight of the undocumented / unreported tires delivered to the reuse/retreading application.

4.1 Completing a Reuse Tire Reporting Form

A Reuse Tire Reporting form is to be completed any time tires are sold into a reuse market (resale etc.). The Hauler will complete the form and include the following information in the space provided:

- Registration Number
- Company Name
- Contact Number
- Identify the type of reuse market
- Identify the market location where the re-used tires were sold
- Company name sold to
- Company address and telephone number sold to
- Complete the tire type and quantity section
- Attach original invoice(s) for the sale to the form and include the invoice number on the form
- Complete the "Bill of Lading" section if shipped out of the province
- Sign the form and print name once the form is complete

The white copy of the form is to be submitted to OTS as part of the Haulers Claim (see Transport Incentives section of this manual for additional information on filing a claim) while the yellow copy is to be retained by the Hauler for audit purposes.

Refer to the Completing a Reuse Tire Reporting (RTR) Form Help section below for further details on completing an RTR form.

4.1.2: Completing a Reuse Tire Reporting Form – Help

RTR 45678901

OTS

All Fields are mandatory on this form. Fill in 0 if required.

DATE DELIVERED: DD / MM

NOTE: 8 digit form number required for Hauler Claim

1) Enter the Date of the reuse tire sale

2) The Hauler selling the tires into a reuse market is to complete Part 1; including registration number, company name and contact number

3) Based on information surrounding the sale, the Hauler completes Part 2 of the form. Indicate the type of reuse market into which the tires are being sold as well as the location of the market being sold into.

Indicate the Company Name, Address, City Postal Code and telephone number of the purchaser.

4) The Hauler completes the Tire Type and Quantity section of the form (indicate the type and quantity of tires being sold into a reuse market)

5) Include the invoice to this from upon submission to OTS as part of the Hauler claims.

6) Provide the Bill of Lading Number for shipments out of Province.

7) Review the form and if correct, sign and print Hauler contact name in Part 1.

PART 1: HAULER INFORMATION Retain a copy for the purpose of inventory reporting.

Registration Number _____

Company Name _____

Contact Telephone # () _____

I certify that these tires were picked up from an OTS registered Collector or Special Collection Event and were collected after August 31, 2009.

Signature of Hauler representative _____

Print Name _____

TIRE TYPE: DEFINITIONS AVAILABLE AT www.ontarioTS.ca

TIRE TYPE	Quantity (units)
1. Passenger and Light Truck Tires	_____
2. Medium Truck Tires	_____
3. Agricultural Drive and Logger Skidder Tires	_____
4. Small and Large Industrial Tires	_____
5. Small OTR Tires	_____
6. Medium OTR Tires	_____
7. Large OTR Tires	_____
8. Giant OTR Tires	_____

PART 2:

Identify the type of reuse market For Sale Retread

Please identify the market location Ontario Canada (Non-Ontario) USA Other (please specify) _____

Company Name _____

Address (city/province) _____

City _____

Postal Code _____

Telephone () _____

_____ to attach original invoices to this form.

Invoice Number _____

You must provide a signature or Bill of Lading Number if shipped out of province.

Signature _____

Print Name _____

Bill of Lading Number (Out of Province) _____

White - OTS Yellow - HAULER

RTR - v03 2/10
OTS

5.0 Delivery of Tires to Processors

The Transportation Incentives (TI) are available as applicable to Haulers only after scrap tires have been delivered to an approved end use (and subject to submitting a successful Hauler Claim). Base Transportation Rate is defined as the rate paid from the point of pick up from a registered collection site/approved STC site (if the program tire is picked up in accordance with OTS procedures) to the assumed delivery point built in to the transportation model. There are circumstances that may attract additional premiums on top of base transportation rates (i.e. DOT premiums, redirect premiums, adhoc premiums etc.)

5.1 Ontario First Policy

OTS will encourage that tires are supplied to Ontario-based Processors to meet their scrap tire needs before any tires are transported out of Ontario. This is regardless of the Processors location in Ontario. For example, if tires are generated in Ottawa, the closest Processor with available capacity may be in Quebec, but if a Processor in Chatham Ontario has capacity, the tires will be shipped to Chatham, regardless of the greater distance travelled. Please see the various tire delivery processes below for further details.

5.2 Delivery of Scrap Tires to the Nearest Processor

Haulers are permitted to deliver scrap tires to any registered Processor within Ontario, however payment of the Transportation Incentive is such that the amount is calculated based on the average cost of delivering tires from the point of collection (registered collection site/approved STC site) to the nearest Processor able to accept those types of tires. If a Hauler is unable to deliver to a Processor within their zone due to those Processors being closed (not accepting tires), a Hauler may request a redirect or adhoc (refer to section 5.3 of this Guidebook for further details) to locations that are considered to be outside of the TI model. To view a listing of locations that may require redirect authorizations or out of province destinations that do require authorizations please visit the OTS website at www.RethinkTires.ca

Haulers can locate a listing of OTS registered Processors at www.RethinkTires.ca. Haulers are responsible for forming their own business relationships with Processors, and arranging their own appointments to deliver tires.

Upon delivering tires to a Registered Processor, the inbound trailer must be weighed at a government certified scale within a 3-10 kilometer radius of the processing facility. Hand written scale readings may not be accepted by OTS. Scales used must be certified for commerce. Hauler Claims submitted without original scale tickets that comply with these requirements may be rejected by OTS.

A Processor Tire Receipt Form (PTR) must be completed for every load delivered to a processor.

5.2.1 Completing a Processor Tire Receipt (PTR) Form

The Hauler and Processor are jointly responsible for completing a PTR form for each load of scrap tires delivered by a registered Hauler to a registered Processor.

The Hauler completes Part 1 of the form:

- Date Delivered
- Registration Number
- Company Name
- Telephone Number
- Authorization Number (only applicable to DOT loads, Redirect loads and Adhoc Loads)
- Signs and prints name of Hauler representative

The Processor completes Part 2 of the form:

- Registration number
- Company Name
- Contact Telephone Number
- signature

The Hauler and Processor jointly complete the Tire Type and Quantity portion of the form, and enter the scale information obtained from the weights of the incoming delivery.

The Hauler must obtain a copy of the original scale ticket from the Processor.

As of February 1st 2015 the Processor will be the party responsible for creating all PTR transactions unless otherwise authorized by OTS.

NOTE: The date on the scale ticket must be the same date as the PTR form associated with the scale ticket. In the event that a load is dropped off and not weighed during the same day, the PTR form remains incomplete until such time that the scale weight is taken.

5.2.2 Completing a PTR Form Help

PTR 78901234

NOTE: 8 digit form number required for Hauler Claim

DATE DELIVERED: DD / M / Y **1**

OTS

PROCESSOR TIRE RECEIPT FORM
All Fields are mandatory on this form. Fill in a 0 if required.

PART 1: HAULER Retain a copy for the purpose of inventory reporting.

2) The Hauler completes Part 1 of the form.
If an authorization number was given for the delivery be sure to enter it here (hand write it in the Authorization Number filed)

Registration Number **2** _____

Company Name _____

Telephone (____) _____

Authorization Number (if applicable) _____

I certify that these used tires were picked up from an OTS registered Collector, an unregistered collection site or an eligible OTS Special Collection Event after August 31, 2009.

Signature of Hauler representative _____

Print Name **6A** _____

TIRE TYPE: DEFINITIONS AVAILABLE AT www.ontarioTS.ca Quantity (units)

1. Passenger and Light Truck Tires	_____
2. Medium Truck Tires	_____
3. Agricultural Drive and Logger Skidder Tires	_____
4. Small and Large Industrial Tires 4	_____
5. Small OTR Tires	_____
6. Medium OTR Tires	_____
7. Large OTR Tires	_____
8. Giant OTR Tires	_____

4) Along with the Processor, complete the Tire Type/Qty section. Indicate the number and quantity of each tire type delivered.

SCALE TICKET # _____

SCALE TICKET WEIGHT (KG) _____

Ensure to submit original scale ticket **5**

5) Ensure that the scale ticket number and weight are entered here at the time of delivery. Retain a copy of the Scale ticket for Claims purposes.

PART 2: PROCESSOR Retain a copy for the purpose of inventory reporting.

Registration Number _____

Company Name **3** _____

Contact Telephone # (____) _____

I acknowledge receipt of the tires in Part 1 for processing / recycling on the delivery date indicated on this form.

Signature **6B** _____

Print Name _____

3) The Processor will complete Part 2 of the form.

6A & 6B) Once the form is complete, review the form. The Hauler must sign the form and print the contact name in Part 1. The Processor contact will sign the form and print the contact name in Part 2

White - OTS FOR PROCESSOR INVENTORY REPORTING
Yellow - PROCESSOR
Pink - OTS FOR HAULER CLAIM
Goldenrod - HAULER

OTS FOR PROCESSOR INVENTORY REPORTING

Note: The Hauler will take both the pink and goldenrod copy of the form at the time of delivery. The white and the yellow copy are to be retained by the Processor.

5.3 Surplus Tires

This process is to be used by Haulers in the event that there is no capacity at a Registered Ontario Processor within their zone contemplated by the TI model and either a Redirect or Adhoc delivery is required.

Redirect and Adhoc delivery locations are based on the Ontario First policy. Commencing March 1st 2011, Haulers may indicate their preferred Processor location (i.e. registered Processor location outside of the Province or in a redirect rate zone etc.) where they would like to deliver their surplus tires if the load is approved by OTS.

5.3.1 Redirect and Adhoc Definitions

Redirect: is a delivery of a load of tires that is sent to an Ontario Processor that is outside of the normalized zone for tire deliveries based on the point of pick up. All redirect deliveries must be approved by OTS using the correct procedures at least 24 hours prior to the drop of date/time. Please refer to the OTS website for a listing of locations within Ontario that may have a redirect rate and require approval prior deliver.

Adhoc: is a delivery of a load of tires that is sent to an approved out of province Processor, as a result of the lack of capacity at in-province registered Processors. All Adhoc deliveries must be approved by OTS using the correct procedures at least 24 hours prior to the drop of date/time

5.3.2 When is a Redirect or Adhoc Appropriate?

To administer the Ontario First policy, OTS requires that a registered Hauler obtain prior approval to deliver tires to Processor destinations outside of the delivery destinations assumed in the Transportation Incentive model. This may include deliveries to Ontario Processors where the Hauler seeks to access the Transportation Incentive premiums due to the distances involved, or for deliveries to out-of-Province Processors. This applies to all Haulers and all types of tires included in the Used Tire Program plan.

Haulers are required to contact OTS at Info@RethinkTires.ca in advance of shipment to request approval and be able to demonstrate they have contacted the 3 closest Ontario Processors able to take the types of tire picked up by the Hauler prior to making the request for alternate delivery options for each load.

OTS' role includes helping facilitate the smooth flow of tires from Collectors to Processors within the limitations of the Ontario First policy. This role does not include making day to day decisions or coordinating Collector to Hauler to Processor transactions. OTS is to become involved only when a Hauler is unable to locate an Ontario processor with capacity in the area assumed in the OTS Transportation Incentive model and: requires approval to receive a premium to cover the costs of scrap tires redirected to an Ontario Processor outside of the expected area assumed in the OTS transportation model; or to ship tires to an out of province Processor. OTS will attempt to collect weekly information from Ontario Processors about excess / unsatisfied processing capacity by tire type, and weekly information from Haulers about anticipated surplus tire requirements to help facilitate tire flow.

Redirect and Adhoc requests may be rejected for a number of reasons; the main reason being if there is capacity for those tires to be processed at local registered Ontario Processor. Redirect and Adhoc locations and rates can be reviewed at www.RethinkTires.ca under the Haulers section of Roles & Responsibilities.

Prior to requesting a Redirect or Adhoc Delivery, a minimum of 3 of the closest approved Ontario Processors able to take the tire types picked up by the Hauler, must have been approached by the Hauler and have subsequently advised the Hauler that the processing facility has no capacity for additional tire loads.

Note that OTS assesses Ontario Processor capacity by Tire type, not load type. Haulers with mixed loads seeking authorizations for a Redirect or Ad Hoc delivery may be directed by OTS to sort the load if there are local/Ontario Processors able to accept some of the tires on that load. The TI rates include a factor to account for the costs associated with sorting and as such Haulers are expected to sort loads so as to be able to deliver to their local/Ontario Processors.

5.3.3 Requesting a Redirect or Adhoc Delivery & Completing a Hauler Surplus Tire Redirect Form:

In order to request a Redirect or Adhoc Delivery:

- Complete the Hauler Surplus Tire Redirect Form (available on the OTS website) with the following mandatory information:
 - Hauler Registration Number
 - Company Name
 - Reason for Redirect
 - 3 Active Ontario Processors contacted (a list of active Processors is available on the OTS website at www.RethinkTires.ca)
 - Preferred Processor (the name of the registered Processor the Hauler is requesting to go to if the redirect or adhoc request is approved; Haulers are responsible for making arrangements with the Processor if the load is approved)
 - Origination Zone (first 3 letters of the postal code) and/or current Location of the tires.
 - Types of Tires by Quantity or Weight(kg)
- Send the Hauler Surplus Tire Redirect Form to info@RethinkTires.ca

5.3.4 Approvals/Rejections of Redirect or Adhoc Delivery Requests

A Hauler should receive a response from OTS acknowledging receipt of the request within 1 business day (this time frame is not applicable to requests submitted on weekends, after normal business hours or holidays). In the event that a response is not received within this time frame contact info@RethinkTires.ca for further information.

Haulers should normally receive approval / rejection notice within 48 hours of submitting the Redirect / Adhoc delivery request. However, from time to time, review and approval or rejection of a Redirect or Adhoc request may require more time than 1 business day for processing. While OTS will make every effort to ensure that the requests are addressed in the shortest possible time, approval must be received PRIOR to delivering tires to an out of province Processor or redirected Processor. Failure to respect this process may result in OTS not paying the Hauler the Transportation Incentive and any applicable Premium Incentive that would have applied to that load. Additionally OTS may seek to recover other costs associated with the management of the affected load (e.g. Processing costs of the unapproved load) and may result in OTS revoking the registration of the Hauler.

Rejected Requests:

- If a request is rejected OTS will contact the Hauler by email or phone and advise the Hauler that request has been rejected and the reason for the rejection

- Rejections may occur if a Hauler Surplus Tire Redirect Form is incomplete or contains errors, or if there is known capacity at a Ontario Processor within the zone, or for other causes from time to time

Approved Requests:

- If a request is approved, OTS will contact the Hauler by email or phone to advise the Hauler of the approval and the following information will be provided:
 - A unique authorization code for the approved redirect or adhoc and location confirmation
 - Confirmation of the type and number of tires in the approved load
 - Expiry Date of Authorization Code

5.3.5 Authorization Code Expiration for Redirects and Adhocs

Authorization codes that are issued by OTS for an approved Redirect or Adhoc load are valid for TWO WEEKS from the date of issue.. These codes must be used within the valid window (i.e. after receiving it and prior to the expiration date). Loads delivered prior to an authorization code being issued, or delivered after the code has expired may result in the base TI and premium that would have otherwise been paid on the load to be withheld; also the Hauler may have the PI paid to the Processor by OTS deducted from future Hauler Claims payments and this may be grounds for OTS to revoke the Haulers registration in the program.

Extensions to authorization codes may be granted at the discretion of OTS. A request for an extension must be sent to OTS via email at info@Rethinktires.ca for consideration at least 48 hours prior to the expiration date. Requests for extensions must include the following information:

- Hauler Name and Registrant Number
- Authorization Code for which an extension is being sought
- Reason for request for extension

Upon review, OTS will either issue an extension or reject the request. The Hauler will be contacted by phone or email and notified of the OTS decision. If the extension is granted, a new expiration date will be issued.

As noted above, OTS has offered a 4 week authorization period to Haulers who request if they provide weekly delivery reports to OTS. Contact info@RethinkTires.ca for further details.

5.3.6 Adhoc/Redirect Delivery to Destinations Other Than That Approved by OTS; or Not Approved at All

Authorization codes for Adhocs and Redirects are destination and load specific. Only loads that are delivered to the authorized location within the authorization code dates will be eligible for applicable transportation premiums. The load delivered must be the same type and quantity as was specified in the Adhoc or Redirect request. OTS recognizes that at the time of request the load quantities reported may be estimated, however variances between the quantities of the actual load delivered vs the estimate provided at the time of request will be evaluated for reasonableness by OTS. In the event that variances between requested loads and delivered loads is found, in the opinion of OTS, to be excessive, or the load is delivered to an out of province destination other than that approved by OTS, OTS may withhold the Transportation Incentive and Transportation Premium that would otherwise have been paid on the load, charge the Hauler for the processing rates paid to the Processor and may be grounds for OTS to revoke the Haulers registration in the program.

Haulers must have prior approval from OTS for any out of province deliveries. Haulers who do not receive prior approval to deliver out of province will not receive any base TI or premium for the delivery

and may have the PI paid to the Processor by OTS clawed back from future Hauler TI claims, and may have their registration revoked by OTS.

Haulers who deliver to an In-Province Processor where a premium may apply, need to have prior authorization from OTS to deliver to that facility in order to qualify for said premium. Otherwise only base TI rates will be paid.

5.4 Tread Marks 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 www.rethinktires.ca .

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.

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.

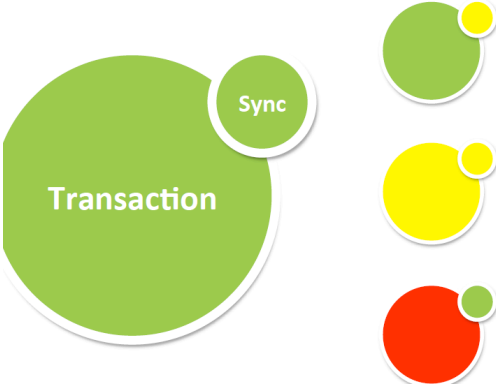
Example of how a OTS Hauler QR code badge looks:



Each driver/truck will receive a QR code badge. The mobile device can not be operated without your QR code. OTS suggests that all QR code badges be kept in a secure location.

Photocopying the QR code is strictly prohibited and will result in suspension and/or termination from the program. Should you require additional badges or lose existing badges please contact OTS at info@rehtinktires.ca or 1-888-687-2202.

Transactions and Sync Status



All transactions created on the ipad will be given a transaction and sync status.

Difference between Paper transactions and TM Mobile

OTS TIRE COLLECTION RECEIPT FORM
 This form may be used for both "Generated" and "Collected" tires. All fields are mandatory on this form. Enter a 0 where appropriate. NOTE: Generated tires are not eligible for Collection Allowance.

TCR 10120981
 PICK-UP DATE: DD / MMM / YY

PART 1: COLLECTOR / GENERATOR *Retain a copy for the purpose of inventory reporting.*

Registration Number _____
 Company Name _____
 Address (The pick-up location) _____
 City _____
 Postal Code _____
 Telephone () _____

TIRE TYPE: DEFINITIONS AVAILABLE AT www.ontarioTS.ca **Quantity (units)**

1. Passenger & Light Truck Tires _____
2. Medium Truck Tires _____
3. Agricultural Drive & Logger Skidder Tires _____
4. Small and Large Industrial Tires _____
5. Small OTR Tires _____
6. Medium OTR Tires _____
7. Large OTR Tires _____
8. Giant OTR Tires _____

I certify that these used tires were accumulated in Ontario after Aug. 31, 2005.

Signature of Collector/Generator _____
 Print Name _____

These tires are "Generated" and therefore not eligible for payment of the Collection Allowance by OTS.

PART 2: HAULER *Retain a copy for the purpose of inventory reporting.*

Registration Number _____
 Company Name _____
 Contact Telephone # () _____

I certify picking up the quantities of tires noted above.

Signature of Hauler _____
 Print Name _____

Generated Tires are used tires produced from an organization's internal operations (e.g. corporate fleet vehicles) that are not eligible for the Collection Allowance but will be picked up for no charge according to the conditions of the Used Tires Program Plan.

Collected Tires are used tires received from Ontario residents that are eligible for the Collection Allowance according to the conditions of the Used Tires Program Plan.

*"Generated" and "Collected" tires must be reported on separate forms.

White - OTS Yellow - HAULER Pink - COLLECTOR

No Service 9:28 AM 85%

Back TCR 196395909

Transaction Information ✓

Hauler MACPHATTER GROUP INC ✓

Collector KELLY AUTO SERVICE ✓

Tire Quantities ✓

Eligibility ✓

Photos (optional) ✓

Comments (optional) ✓

Tire Collection Receipt

Confirm, Sign, Submit >

Tire Counts Section Paper vs Mobile

TIRE TYPE: DEFINITIONS AVAILABLE AT www.ontarioTS.ca **Quantity (units)**

1. Passenger & Light Truck Tires _____
2. Medium Truck Tires _____
3. Agricultural Drive & Logger Skidder Tires _____
4. Small and Large Industrial Tires _____
5. Small OTR Tires _____
6. Medium OTR Tires _____
7. Large OTR Tires _____
8. Giant OTR Tires _____

No Service 8:52 AM 74%

Back TCR 196395909

Enter Tire Quantities

46 Passenger and Light Truck Tires

0 Medium Truck Tires

2 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

Tire Collection Receipt

1 2 3

4 5 6

7 8 9

DONE 0 <

5.4.1 Reviewing and Completing a Tire Collection Receipt Form (TCR) on the Mobile Device

Prior to 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 were generated by the Collector (or is a Generated tire), check off the box “These tires are “generated” and therefore not eligible for payment of the Collection Allowance by OTS.”

The Hauler Completes Part 2:

- Hauler Registration Number
- Company Name
- Contact Number

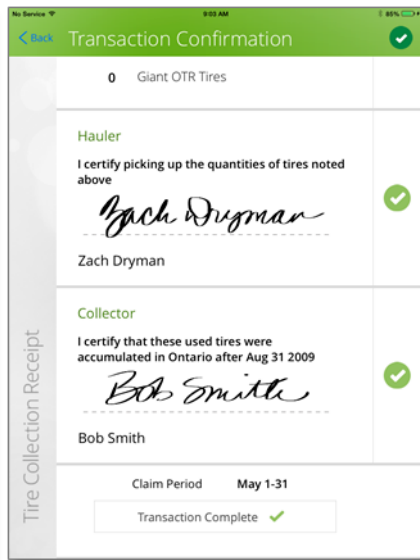
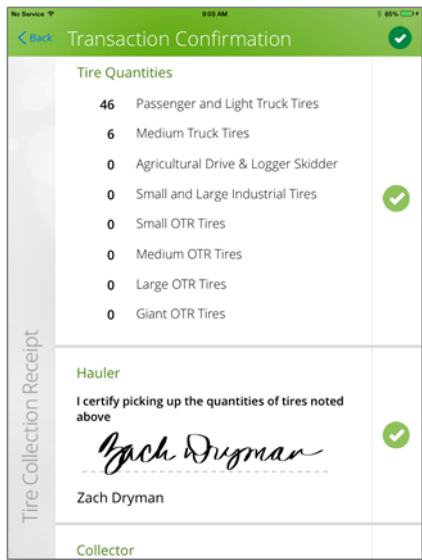
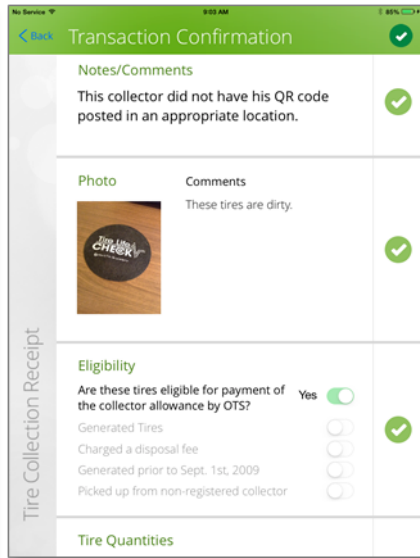
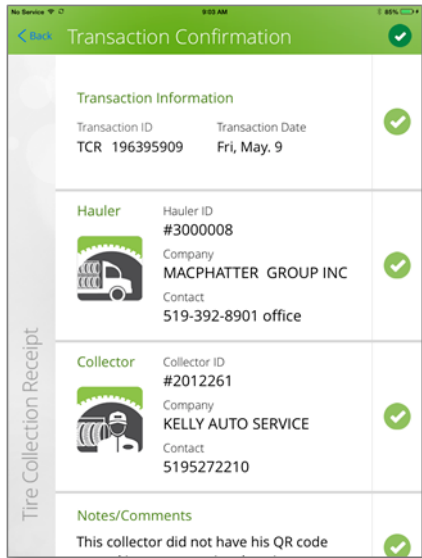
Note: Generated and Collected Tires must be reported on SEPARATE TCR forms. Generated tires are used tires produced from an organizations internal operations (e.g. corporate fleet vehicles etc) and are not eligible for the CA but will be picked up for no charge). Collected tires are used tires received from Ontario residents that are eligible for the CA according to the conditions of the Used Tires Program Plan). It is possible for a Hauler to pick up both collected and generated tires from the same Collector during a given pick up; this means that two TCR forms would be generated, one for the collected tire quantities picked up and one for the generated tire quantities picked up.

The Hauler and the Collector jointly complete the Tire Type and Quantity section of the TCR. Upon completion, both parties are required to sign the TCR on the mobile device.

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 as part of the Haulers Claim.

Please refer to the below screens for help or go to www.rethinktires.ca Hauler Resources for the full training package on mobile devices transactions.

Sample of a TCR transaction on the mobile device



5.4.2 Reviewing and Completing a Special Tire Collection Receipt (STC) Form on the Mobile App

At the time of pick up:

The Event Contact Completes Part 1:

- Group/Individual Name
- Postal Code

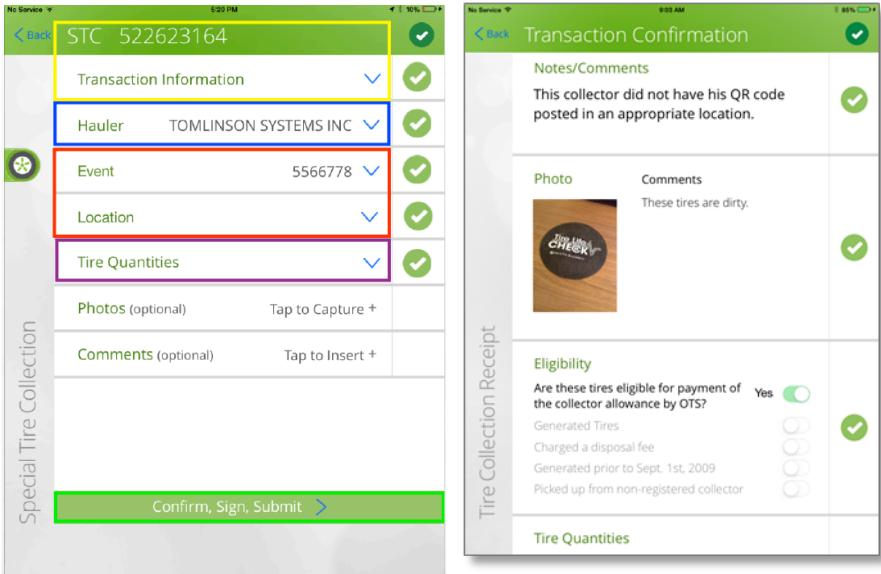
The Hauler Completes Part 2:

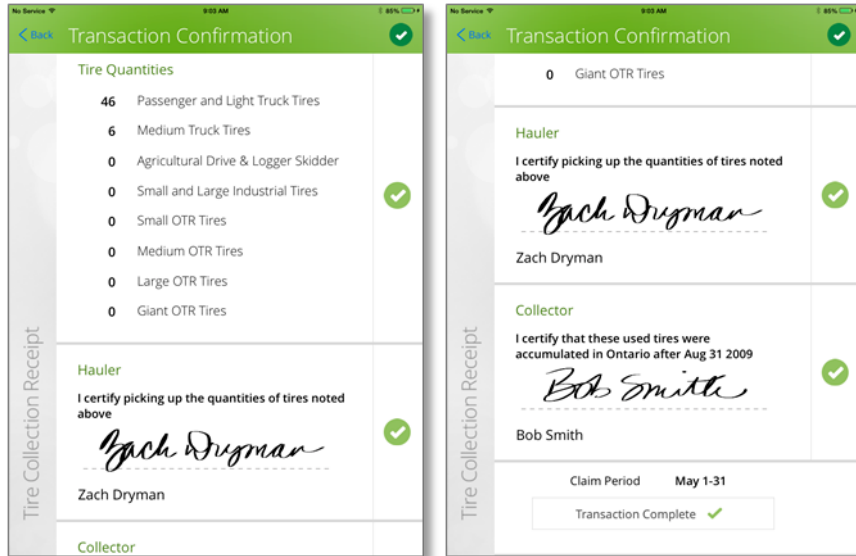
- Hauler Registration Number
- Company Name
- Contact Telephone Number

The Hauler and the event contact jointly complete the Tire Type and Quantity section of the STC Form. Upon completion, both parties need to sign the STC Form.

The pink copy of the STC form is to be left with the group/event contact, 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 refer to the below screens for help or go to www.rethinktires.ca Hauler Resources for the full training package on mobile devices transactions.





5.4.3 Viewing/ Submitting Mobile Transaction Online

There are no changes to the claims submission process. All claims must be submitted to OTS within 30 days of the start of the claim period.

Login to the OTS website, select the claim period you would like to submit your claim for. Verify all the transaction are correct and click the submit button.

Please refer to the below screens for help or go to www.rethinktires.ca Hauler Resources for the full training package on mobile devices transactions. If you require further assistance on submitting your claim which has been completed through a mobile device please contact OTS at 1-888-687-2202.

Note: As of February 2015 there are only two transaction forms available for Haulers to create. These forms consist of the TCR and STC form. All other forms will be made available in the near future. All PTR transaction are to be made only by the Processor upon delivery of the tires to their facility.

If you're unable to start/complete a transaction on your mobile device and need to use OTS approved forms as a substitute you must contact OTS for approval prior to using a paper form. In the event that Hauler does not obtain approval from OTS for a paper form use may not be paid on the load(s).

Ontario Tire Stewardship Industry Rolls Old Tires into **Green Products** Question

My Claims Claim Deliveries to Ontario Processors page

Hauler: OTS GROUP INC (#3000000) | Claim Period: 01-Jun-2014 to 30-Jun-2014 (New)

Deliveries to Ontario Processors Form

Date Delivered: Jun 1 2014
 Remember Date Delivered

Processor Registration #:
 Remember Processor Registration #

PTR Form #:

Scale Weight (kg):

Processor Name:

Address:

City:

Scale Ticket #:

Tire Counts

PLT:	MT:	AG/LS:	IND:	SOTR:	MOTR:	LOTR:	GOTR:
0	0	0	0	0	0	0	0

Add Form

Summary of Forms Entered

Filter

Date Delivered (DD-MM-YYYY): PTR Form #: Processor Reg. #:

	Date Delivered	PTR Form #	Processor Reg #	Processor Name	Scale Ticket	Total Scale Weight (kg)	Est. Weight (kg)
Grand Totals							45
<input type="button" value="delete"/>	<input type="button" value="edit"/>	01-Jun-2014	79000022	4000000	OTS PROCESSOR	19998	20.0000
<input type="button" value="delete"/>	<input type="button" value="edit"/>	01-Jun-2014	79000001	4000000	OTS PROCESSOR	19997	15.0000
<input type="button" value="delete"/>	<input type="button" value="edit"/>	01-Jun-2014	79000002	4000000	OTS PROCESSOR	19999	10.0000

Ontario Tire Stewardship Industry Rolls Old Tires into **Green Products** Questions? Contact us by email, or call 1-888-OTS-2202

My Claims Claim Deliveries to Ontario Processors - View Entered Forms page

Hauler: OTS GROUP INC (#3000000) | Claim Period: 01-Jun-2014 to 30-Jun-2014 (New)

Deliveries to Ontario Processors - View Entered Form Details

Date Delivered: Jun 1 2014

Processor Registration #: 4000000

Processor Address: 215 OTS DRIVE

Scale Weight (kg): 20.0000

PTR Form #: 79000022

Processor Name: OTS PROCESSOR

Postal Code: L4Z3K5

Scale Ticket #: 19998

Tire Count

Unit Count

PLT:	MT:	AG/LS:	IND:	SOTR:	MOTR:	LOTR:	GOTR:
4	0	0	0	0	0	0	0

Standard Weight (kg)

PLT:	MT:	AG/LS:	IND:	SOTR:	MOTR:	LOTR:	GOTR:
10	50	60	40	120	580	740	1,560

Estimated Weight (kg)

PLT:	MT:	AG/LS:	IND:	SOTR:	MOTR:	LOTR:	GOTR:
40	0	0	0	0	0	0	0
Total							40.0000

< Back

test2

- My Account
- Online Collector Activities
 - Collector Opening Inventory Declaration
 - Online Collector Claim Form
- Online Hauler Activities
 - Online Hauler Claim Form
- Online Processor Activities
 - Online Processor Claim Form
- Online RPM Activities
 - Online RPM claim Form
- Online Steward Activities
 - Online TSF Remittance Form
 - Download Operational PDF Forms click here
- Online Registration
 - Steward Registration
 - Collector Registration
 - Hauler Registration
 - Processor Registration
 - Recycled Product Manufacturer Registration
- Download Registration PDF Forms
- Contact Us
- Log Out
- Claim SOC Summary
- Online Collector Claim Form

Quick Links

[TSF Remittance Form \(HST\)](#)

[Collector Claims Training](#)

[OTS Newsletters](#)

[Rules for Stewards](#)

[RPM Collection Location](#)

[Registered Stewards, Collectors, Haulers, Processors](#)

[OARA Spring 2011 Tire Take Back Event](#)

[Frequently Asked Questions \(FAQ\)](#)

6.0 Transportation Incentives

Transportation Incentives will be made available to registered Haulers that meet all applicable filing obligations and terms of their contract with OTS for all eligible tires (refer to the Incentive Summary in Appendix C of this Guidebook). Payment for eligible tires is not triggered until such time that the tires are delivered to an approved Processor or end use (i.e. re-use) and the applicable OTS paper work has been

completed correctly and submitted within the reporting period. TI incentives are paid directly to Processors on the Processor claim. OTS Haulers are responsible to arrange with an OTS Processor the timing of the TI incentive rates and payment.

Effective October 1st 2014 transportation incentives shifted from the Hauler to the Processor, which is known as the DZM (Delivery Zone Model) Model.

DZM Transportation Incentive Rates are based on the point of delivery (processor) and are calculated as a single blended rate per Delivery Zone based on assumptions on processing capacity and estimates of tire generation by point of origination and assumes an efficient collection pattern, i.e. tires go to the nearest processing facility with capacity and capability to process these tires on a reliable basis

- Rate is weight based
- The previous calculations of the cost of moving a tire from the point of generation are aggregated together to determine the average cost of delivering a tire from point of origin
- Premiums will be paid for tires that must leave the Northern processor collection zone
- Any tires delivered to processing yards as of October 1st will be paid the processor zone rate (to processor).
- It is the responsibility of the Hauler to negotiate the rate and timing of their TI payment directly with the Processor. Any disputes regarding rates and timing of payments are to be resolved directly with the Processor.
- Haulers do not receive TI incentives for collections done at an Unregistered Collection Site (UCR). OTS will reassess funds at the rate of the Processors Delivery Zone Model (rates are subject to change at the discretion of OTS).

DZM rate established for each DZM zone:

- 4 Delivery Zones for on-road tires
 - Moose Creek
 - GTA / Brantford
 - Windsor/Tilbury/ Chatham
 - Sturgeon Falls
- 3 Delivery Zones for off-road tires
 - Moose Creek
 - GTA / Brantford
 - Windsor/Tilbury/ Chatham

Northern Premiums/ DOT Premiums

Premiums will be paid for Northern Deliveries to each Delivery zone from each Northern Collector Zone on top of the DZM rates. The premium rate will be paid as a separate incentive to the Hauler directly. A consolidation will be made at the end of the claim period for all Hauler pickups in the North. Calculation will be based on total estimated weight picked up in the north and divided by the total aggregate tonnes of tires delivered for that month. DOT approvals will as well be paid directly to the Hauler in a similar manner.

To view the detailed rates for each DZM zone and Northern premiums visit the following link:

<http://rethinktires.ca/program-participants/hauler/incentives-for-haulers>

6.1 Reporting Schedule

Haulers must submit their claims monthly (see example in the charts below). Claims submitted after the reporting deadline for a period may not be accepted by OTS. Claims may be submitted for a given

reporting period as early as the day following the close of the data period. Claims are not considered to be submitted until OTS has received both the hard copy forms and the electronic submission for a given claim. If transactions are being created on the mobile device claims are not considered to be submitted until OTS has received your electronic submission.

Beginning the reporting month of February 2015 Haulers will have 30 days to submit their claims. If claims are not received in full within the allotted time period refer to the "Missed Claim Periods" section of this guidebook for details on how the claim is processed.

Reporting Period Schedules:

Reporting Data Period	Reporting Deadline
January 1st to January 31st	February 28 th
February 1st to February 28th	March 31st
March 1st to March 31st	April 30th
April 1st to April 30th	May 31st
May 1st to May 31st	June 30 th
June 1st to June 30th	July 31 st
July 1st to July 31st	August 31st
August 1st to August 31st	September 30 th
September 1st to September 30th	October 31st
October 1st to October 31st	November 30th
November 1 st to November 30th	December 31st
December 1 st to December 31 st	January 31 st

Note: All claims being submitted to OTS for a claim period prior to February 2015 are eligible for the 60 days submission period. If any claims prior to February 2015 are not received in full within the allotted time period refer to the "Missed Claim Periods" section of this guidebook for details on how the claim is processed.

6.2 Filing a Claim

The following is a guide on how to file and submit a Hauler claim to OTS. If you need further assistance in filing a claim or have any questions, please contact OTS at 1-888-687-2202, and/or refer to the Hauler training material posted on the OTS website. The following procedures may change from time to time. Please note that effective for the April 2012 period and forward, Haulers will not be permitted to submit multiple submissions for the same claim period unless they are specifically instructed to do so by OTS.

If, for any reason, a Hauler does not have information to be entered on a specific page, it is to be left blank.

Hauler claims are to be completed electronically, and all hardcopy forms submitted to OTS via mail. Please note that a submission is not considered to be submitted until both the electronic submission and hardcopy forms are received by OTS.

If you are only submitting a claim in which all the transactions have been completed on a mobile device please refer to the following link: <http://rethinktires.ca/wp-content/uploads/Premiere-Hauler-and-Processor.pdf>

6.2.1 Logging On to the Website and Creating a Hauler Claim

Haulers must log on to a secure section of the OTS website and create a new claim where the data pertaining to that claim period will be entered and ultimately submitted, which forms the electronic portion of the claim.

Logging on and creating a claim:

- 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) Enter Hauler registration number and click “Proceed”
- 5) From the right hand menu option choose “On-Line Hauler Claim Form”
- 6) From the “My Claims” Screen enter the claim period being created (choose the month and year from the drop down menu)
- 7) Enter the name of the individual preparing the claim and their contact number
- 8) Enter the opening inventory (closing inventory from previous claim) in KG and the opening credits (closing credits from previously claim) in dollars.
- 9) Click on “Create Claim”
- 10) Once the claim period has been successfully created a confirmation message will appear at the top of the screen

Note: Data can now be entered in the applicable pages by either clicking on the hyper link from the Claim Summary page, or by using the drop down menu on the page.

6.2.2 Completing the Hauler Information Page

The Hauler Information Page contains information about the organization submitting a claim including name, registration number, opening inventory weight and opening credits. To access this page, choose “Hauler Information” from the drop down menu at the top of the claim being entered.

Completing the Hauler Information Page:

- 1) Verify all pre-populated information (Hauler Name, Registration Number etc); if incorrect contact OTS immediately.
- 2) Verify Prepared by information and contact information; if incorrect update and click “Update Claim”
- 3) Verify opening inventory
- 4) Verify opening credits

6.2.3 Inventory from Collectors Page

The Inventory from Collectors page is where the Hauler reports the inventory received from registered Collectors. These tires are eligible to be claimed for Transportation Incentives. The information contained on TCR forms is reported on this page. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

To access this page choose the “Inventory from Collectors” option from the drop down menu located at the top of the claim being entered.

Completing the “Inventory from Collectors” Page:

- 1) From the drop down menu, choose the date (month, day, year) of the pick-up (must match the date on the TCR form)
- 2) Enter the seven digit Collector number (note that the address information excluding postal code will auto populate, verify that this information is correct)
- 3) Enter the postal code associated with the Collector and the pick up
- 4) Enter the eight digit TCR form number
- 5) From the drop down menu, indicate whether the tires picked up where collected or generated
- 6) Enter the tire quantities (by type) picked up
- 7) Review the data entered, if correct click “Add Form” to save the data
- 8) Once the form has been added a confirmation message will be displayed
- 9) Continue entering all applicable TCR forms in this manner
- 10) When entering TCR forms with common data (i.e. same date or same Collector number) use the “Remember” buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled “Summary of Forms Entered”. From here the Hauler can click to edit or delete a TCR form that was entered, click on the TCR to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.2.3.1 Inventory from Collectors – View Entered Forms Page

Haulers wishing to view TCR forms entered and/or export the data to an excel format can choose the “Inventory from Collectors – View Entered Forms” option from the drop down menu.

This screen will display all TCR forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.4 Inventory from Dedicated OTR Page

The Inventory from Dedicated OTR page is where the Hauler reports the inventory received from approved DOT pick ups. Prior approval is required to pick up dedicated OTR loads (refer to section 3.4 of this Guidebook for further details). These tires are eligible to be claimed for Transportation Incentives. The information contained on DOT forms is reported on this page. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

To access this page choose the “Inventory from Dedicated OTR” option from the drop down menu located at the top of the claim being entered.

Completing the “Inventory from Dedicated OTR” Page:

- 1) From the drop down menu, choose the date (month, day, year) of the pick-up (must match the date on the DOT form)
- 2) Enter the seven digit Collector number (note that the address information excluding postal code will auto populate, verify that this information is correct)
- 3) Enter the postal code associated with the Collector and the pick up
- 4) Enter the eight digit DOT form number
- 5) From the drop down menu, indicate whether the tires picked up were collected or generated
- 6) Enter the tire quantities (by type) picked up
- 7) Review the data entered, if correct click "Add Form" to save the data
- 8) Once the form has been added a confirmation message will be displayed
- 9) Continue entering all applicable DOT forms in this manner
- 10) When entering DOT forms with common data (i.e. same date or same Collector number) use the "Remember" buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled "Summary of Forms Entered". From here the Hauler can click to edit or delete a DOT form that was entered, click on the DOT to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.4.2.1 Inventory from Dedicated OTR – View Entered Forms Page

Haulers wishing to view DOT forms entered and/or export the data to an excel format can choose the "Inventory from Dedicated OTR – View Entered Forms" option from the drop down menu.

This screen will display all DOT forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.5 Inventory Received from Unregistered Sites Page

The Received from unregistered Collection Sites page reports inventory received from unregistered collection sites (refer to section 3.3 of this Guidebook for further details) or other sites for which a UCR is to be used. These tires are not eligible for Transportation Incentives. The information contained on UCR forms is reported on this page. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

To access this page choose the "Inventory from Unregistered Collection Sites" option from the drop down menu located at the top of the claim being entered.

Completing the "Inventory Received from Unregistered Sites" page:

- 1) From the drop down menu, choose the date (month, day, year) of the pick-up (must match the date on the UCR form)
- 2) Enter the seven digit Collector number OR the address information for the unregistered collection site
- 3) Enter the postal code associated with the pick up
- 4) Enter the eight digit UCR form number
- 5) Enter the tire quantities (by type) picked up
- 6) From the drop down menu choose the reason that this pick up is on a UCR form
- 7) Review the data entered, if correct click "Add Form" to save the data
- 8) Once the form has been added a confirmation message will be displayed
- 9) Continue entering all applicable UCR forms in this manner
- 10) When entering UCR forms with common data (i.e. same date) use the "Remember" buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled “Summary of Forms Entered”. From here the Hauler can click to edit or delete a UCR form that was entered, click on the UCR to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.2.5.1 Inventory from Unregistered Collection Sites – View Entered Forms

Haulers wishing to view UCR forms entered and/or export the data to an excel format can choose the “Inventory from Unregistered Collection Sites – View Entered Forms” option from the drop down menu.

This screen will display all UCR forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.6 Inventory Received from Registered Haulers Page

The Inventory Received from Registered Haulers Page reports inventory received from another registered Hauler (refer to section 3.6 of this Guidebook for further details). These tires are not eligible for Transportation Incentives. The information contained on a HIT form when you are the receiving Hauler is reported on this page. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

To access this page choose the “Inventory Received from Haulers” option from the drop down menu located at the top of the claim being entered.

Completing the “Inventory Received from Haulers” page:

- 1) From the drop down menu, choose the date (month, day, year) of the pick-up (must match the date on the HIT form)
- 2) Enter the seven digit Hauler number (the transferring Hauler)
- 3) Enter the eight digit HIT form number
- 4) Enter the tire quantities (by type) transferred
- 5) Enter the authorization code being transferred along with the load (if applicable)
- 6) Review the data entered, if correct click “Add Form” to save the data
- 7) Once the form has been added a confirmation message will be displayed
- 8) Continue entering all applicable HIT forms (when you are the receiving Hauler) in this manner
- 9) When entering HIT forms with common data (i.e. same date) use the “Remember” buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled “Summary of Forms Entered”. From here the Hauler can click to edit or delete a HIT form that was entered, click on the HIT to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.2.6.1 Inventory Received from Registered Haulers – View Entered Forms

Haulers wishing to view HIT forms entered and/or export the data to an excel format can choose the “Inventory Received from Haulers – View Entered Forms” option from the drop down menu.

This screen will display all HIT forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.7 Inventory Received from Special Tire Collection Events Page

The Inventory from Special Tire Collection page reports inventory received from Special Tire Collection events (refer to section 3.5 of this Guidebook for additional details on event types and prior authorization requirements). These tires are typically eligible for Transportation Incentives. The information contained on STC forms is reported on this tab. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

To access this page choose the “Inventory Received from Special Tire Collection” option from the drop down menu located at the top of the claim being entered.

Completing the “Inventory Received from Special Tire collection” page:

- 1) From the drop down menu, choose the date (month, day, year) of the pick-up (must match the date on the STC form)
- 2) Enter the STC Event number (as issued by OTS)
- 3) Enter the eight digit STC form number
- 4) Enter the address information pertaining to the pick-up location of the STC
- 5) Enter the tire quantities (by type) picked up
- 6) Review the data entered, if correct click “Add Form” to save the data
- 7) Once the form has been added a confirmation message will be displayed
- 8) Continue entering all applicable STC forms in this manner
- 9) When entering STC forms with common data (i.e. same date) use the “Remember” buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled “Summary of Forms Entered”. From here the Hauler can click to edit or delete a STC form that was entered, click on the STC to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.2.7.1 Inventor Received from Special Tire Collection Events– View Entered Forms

Haulers wishing to view STC forms entered and/or export the data to an excel format can choose the “Inventory Received from Special Tire Collection – View Entered Forms” option from the drop down menu.

This screen will display all STC forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.8 Deliveries to Ontario Processor Page

The Deliveries to Ontario Processor page reports inventory shipped to Registered Processors in Ontario. Information contained on PTRs that are associated with approved surplus tire deliveries (i.e. Redirects, Ad Hocs or Guaranteed Supply) are NOT to be entered on this page (these entries are to be entered on the Surplus Deliveries Tab). Data from non-Redirect Ontario deliveries (on PTRs) are to be entered on this page. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

To access this page choose the “Deliveries to Ontario Processors” option from the drop down menu located at the top of the claim being entered.

Completing the “Deliveries to Ontario Processors” page:

- 1) From the drop down menu, choose the date (month, day, year) of the delivery (must match the date on the PTR form)
- 2) Enter the seven digit Processor number
- 3) Enter the eight digit PTR form number
- 4) Enter the scale weight (in KGs) and the scale ticket number
- 5) Enter the tire quantities (by type) delivered
- 6) Review the data entered, if correct click “Add Form” to save the data
- 7) Once the form has been added a confirmation message will be displayed
- 8) Continue entering all applicable PTR forms in this manner
- 9) When entering PTR forms with common data (i.e. same date) use the “Remember” buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled “Summary of Forms Entered”. From here the Hauler can click to edit or delete a PTR form that was entered, click on the PTR to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.2.8.1 Deliveries to Ontario Processors – View Entered Forms Page

Haulers wishing to view PTR forms entered and/or export the data to an excel format can choose the “Deliveries to Ontario Processors – View Entered Forms” option from the drop down menu.

This screen will display all PTR forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.9 Inventory Transferred to Registered Haulers Page

The Inventory Transferred to Other Haulers page reports inventory transferred to another registered Hauler. The information contained on HIT forms when you are the transferring Hauler is to be recorded here. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

To access this page choose the “Inventory Transferred to Other Haulers Page” option from the drop down menu located at the top of the claim being entered.

Completing the “Inventory Transferred to Other Haulers” page:

- 1) From the drop down menu, choose the date (month, day, year) of the transfer (must match the date on the HIT form)
- 2) Enter the seven digit Hauler number
- 3) Enter the eight digit HIT form number
- 4) Enter the authorization code being transferred (if applicable) with the load
- 5) Enter the tire quantities (by type) transferred
- 6) Review the data entered, if correct click "Add Form" to save the data
- 7) Once the form has been added a confirmation message will be displayed
- 8) Continue entering all applicable HIT forms in this manner
- 9) When entering HIT forms with common data (i.e. same date) use the "Remember" buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled "Summary of Forms Entered". From here the Hauler can click to edit or delete a HIT form that was entered, click on the HIT to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.2.9.1 Inventory Transferred to Other Haulers – View Entered Forms Page

Haulers wishing to view HIT forms entered and/or export the data to an excel format can choose the "Inventory Transferred to Other Haulers – View Entered Forms" option from the drop down menu.

This screen will display all HIT forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.10 Surplus Deliveries Page

The Surplus Deliveries page reports inventory shipped to Processors outside of Ontario and special trips to Ontario processors resulting in significant additional travel distances (Haulers delivering Guaranteed Supply loads in carrying out an agreement with OTS will enter their delivery information on this tab as refer to section 5.4 for more information if applicable). Prior approval from OTS is required before departing for Redirect or Adhoc locations (refer to section 5.3 of this Guidebook for additional details). The information contained on PTR forms associated with approved Redirect or Adhoc deliveries are to be reported on this page. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

In order to complete the Surplus Delivery tab, the Hauler must obtain a current copy of the "Surplus Adhoc Transportation Incentive Rates" which contain Claim Codes available on the OTS website.

Claim codes are destination specific and dependent on the Haulers 'local' zone. Only claims submitted that have that have a valid authorization code as given out by OTS prior to the delivery and correct claim code (obtained from the Surplus Adhoc Transportation Incentive Rates Chart) will be eligible for transportation incentives.

To access this page choose the "Surplus Deliveries" option from the drop down menu located at the top of the claim being entered.

Completing the "Surplus Deliveries" page:

- 1) From the drop down menu, choose the date (month, day, year) of the delivery (must match the date on the PTR form)
- 2) Enter the seven digit Processor number
- 3) Enter the authorization code as issued by OTS pertaining to the load

- 4) From the drop down menu choose the “Surplus Code” (this will automatically populate processor and load type information, verify that this information is correct)
- 5) Enter the eight digit PTR form number
- 6) Enter the scale weight (in KG) and scale ticket number
- 7) Enter the tire quantities (by type) delivered
- 8) Review the data entered, if correct click “Add Form” to save the data
- 9) Once the form has been added a confirmation message will be displayed
- 10) Continue entering all applicable PTR forms in this manner
- 11) When entering PTR forms with common data (i.e. same date) use the “Remember” buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled “Summary of Forms Entered”. From here the Hauler can click to edit or delete a PTR form that was entered, click on the PTR to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.2.10.1 Surplus Deliveries – View Entered Forms Page

Haulers wishing to view PTR forms entered and/or export the data to an excel format can choose the “Surplus Deliveries – View Entered Forms” option from the drop down menu.

This screen will display all PTR forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.11 Sale to Reuse

The Transfer to Reuse page reports inventory shipped and sold to reuse markets. A signature and Bill of Lading Number is required for all shipments that leave the country to an approved destination for used tires in the program. The information contained on the RTR form is reported on this page. The data from one form is to be entered and added to the claim, followed by subsequent forms on subsequent pages as applicable.

To access this page choose the “Transfer to Reuse” option from the drop down menu located at the top of the claim being entered.

Completing the “Transfer to Reuse” page:

- 1) From the drop down menu, choose the date (month, day, year) of the transaction (must match the date on the RTR form and invoice)
- 2) From the drop down menu choose the market location (i.e. the location the reused tires are being sold)
- 3) From the drop down menu choose the reuse type (i.e. reuse or retreading market)
- 4) Enter the purchasers name, address and contact information
- 5) Enter the eight digit RTR form number
- 6) Enter the invoice number or bill of lading number as applicable
- 7) Enter the tire quantities (by type) sold
- 8) Review the data entered, if correct click “Add Form” to save the data
- 9) Once the form has been added a confirmation message will be displayed
- 10) Continue entering all applicable RTR forms in this manner
- 11) When entering RTR forms with common data (i.e. same date) use the “Remember” buttons to have this information populate onto the next form entry

Notes: Data that has been entered will appear on the bottom of the screen in a section titled “Summary of Forms Entered”. From here the Hauler can click to edit or delete a RTR form that was entered, click on the RTR to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

6.2.11.1 Transfer to Reuse – View Entered Forms

Haulers wishing to view RTR forms entered and/or export the data to an excel format can choose the “Transfer to Reuse – View Entered Forms” option from the drop down menu.

This screen will display all RTR forms entered (in read only mode) allow the Hauler to filter data and export the data to an excel format for their internal use.

6.2.12 Adjustments to Inventory & Claims

From time to time OTS may request that Haulers submit yard counts in order to true up the yard count on site to the inventory as reported to OTS. Haulers will be sent a request notice at least 60 days in advance of the date of the required yard count along with instructions on completing a yard count.

In the event that a Hauler wishes to report an adjustment to their inventory (i.e. a loss of tires or a correction to a tire classification made previously) please contact OTS at info@RethinkTires.ca with the following information:

- Hauler Registration Number
- Contact Name
- Reason for adjustment
- Yard count (up to date as of the last day of the month)

An OTS staff member will contact you to discuss the adjustment and advise you as to whether the adjustment has been approved or not, request additional information and provide details regarding next steps.

Adjustments to yard counts can lead to adjustments in weight, credits and/or payments in claims.

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.

6.2.12.1 Hauler Yard Count Forms

Haulers will be required to mandatory submit yard count forms to OTS for specific months. OTS will provide the Hauler with a 60 days notice prior to when the mandatory yard count form is due.

When filling out the mandatory yard count form Haulers must ensure the following:

- Please ensure your count the tires and identify them into the correct tire categories which includes tires on your:
 - Property/All Sort Yards
 - Truck/ Van/ Trailers
- Please ensure the listed tire counts are all tires which have not been delivered to a processor
- Do not leave tire category blank. Should you have zero tires in a given tire category, please indicate “Zero” or “0”.

- Yard count should be dated for the last day of the month even if there has been no activity on that day
- Adjustments to yard counts can lead to adjustments in weight, credits and/or payments in claims.
- Adjustments will not be altered once applied.

A copy of the Yard count form can be found on our website at www.rehintkires.ca, under the Hauler resource page.

6.2.12.2 Adjustments Due to Weight Variances

Effective February 1st 2013, OTS will be comparing the overall weight variance reported by Haulers and Processors between actual weights versus estimated weights. In the event that the weight variance is deemed by OTS to warrant an adjustment to payment, an adjustment will be discussed with the Hauler and/or Processor and made as deemed appropriate by OTS. These adjustments may result in a positive or negative adjustment to the Hauler or Processor Incentive.

Any adjustment deemed appropriate for the purposes of weight variance corrections will be made at a rate equal to the Haulers average inventory value for that month multiplied by the weight discrepancy.

Tire being delivered to a Processor not free of debris (eg. Snow, ice, water, dirt) will not be paid based on the actual weight amount. Tires being delivered in these conditions will be paid based on the estimated weight deemed appropriate by OTS.

6.2.12.3 Tire with Rims at Delivery

Haulers are required to have tires off rims before crossing the scale at the Processor's location as OTS does not pay for rim weight.

Starting as of the November 2014 claim period and going forward, Processors are required to declare the rim weight as of part of their Disposition of Residuals (will be available in the drop down menu called "Tire Rims") and reference the corresponding PTR # and date which pertains to the load that had tires with rims. A scale ticket for the rim weight is required. This will allow the rim weight and payment to be backed out from the overall weight of that specific delivery. OTS will assess the Processors for rim weight/payment by rim weight x the Processor rate.

Processors are to document all rim weight under the Disposition of Residuals tab under "Tire Rims" and reference the corresponding PTR # and date that pertained to the load which had the tires on rims. Scale ticket(s) will be required for the rim weight. OTS will adjustment the processors payment accordingly.

6.2.12.4 Receiving Tires

Haulers are required to ensure that the tires are clean, tires are off the rim and free of debris before going to the Processing Plant. Tires not in this condition will be rejected by the Processor at the time of delivery and will be returned to the Hauler. Haulers need to work with their Collectors to ensure that the condition of the tires meet these requirements. It is in the best interest for the Collector to de-rim the tire before the tire is hauled. However if the tire was on a rim at the time of collection, the Haulers may charge the Collector a surcharge to de-rim a tire.

6.2.13 Claims Summary Page (& Electronic Claim Submissions)

The Claims Summary page calculates an estimate of the eligible payment from OTS to the Hauler, based on the information entered into all pages of the online submission.

The claims summary page is also the only page from which the claim can be submitted electronically. To Submit the Electronic Submission:

- 1) Review the data on the summary page
- 2) If the data is accurate proceed in submitting the claim by clicking “Submit Claim”
- 3) A message window will be displayed that asks if you want to proceed with submitting the claim, if you do click “Yes”
- 4) Once the electronic claim is successfully submitted a confirmation message will populate.

Once a claim has been submitted, only the “View” screens from the drop down menu for that claim will be available.

6.2.14 Reporting “Zero Activity”

Haulers may have a given month where they conduct no reportable activity under the Ontario Tire Stewardship plan. Having no reportable activity means that the Hauler did not transport tires to or from any pick up/drop off locations in the given month. In such cases the Hauler must still report that they had no reportable activity to OTS by submitting a zero activity (blank electronic template) along with a completed hardcopy ‘Zero Activity Form’ to OTS.

6.2.14.1 Submitting a Zero Activity Electronic Submission

As part of submitting a zero activity claim, an electronic submission where only the Hauler Information Tab is completed must be submitted.

Refer to sections 6.2.1, 6.2.2 and 6.3 for information on how to access the electronic claim site, complete the Hauler Info Tab and submit the electronic claim to OTS.

6.2.14.2 Submitting a Zero Activity Form

For each period where a Hauler has zero reportable activity to claim or report to OTS, a Hauler Zero Activity Form must be completed.

Completing the Hauler Zero Activity Form:

- 1) Go to the OTS website at www.RethinkTires.ca
- 2) Under the Roles & Operations tab choose the “Hauler” link
- 3) Under the Hauler page, scroll down and under Hauler Forms, click on the “Hauler Zero Activity Form” and print off the form
- 4) Enter the Hauler Name
- 5) Enter the Hauler Registration Number
- 6) Enter the name of the person completing the form on behalf of the Hauler
- 7) Enter the contact phone number
- 8) Enter the Period for which there is no reportable activity (month and year)
- 9) Review the form for completeness and accuracy and the statement regarding the information contained on the form

- 10) Once the form is accurate and complete, the contact person must print their name and sign and date the form
- 11) The form is to be sent into OTS (with a copy kept at the Haulers location)

For additional information on completing the Hauler Zero Activity Form, please refer to section 6.2.14.2 Zero Activity Form Help.

6.2.14.3 Completing a Zero Activity Form Help



OTS Hauler Zero Activity Form

1) Enter Hauler Name

Hauler Name: 1

2) Enter Hauler Registration Number

Hauler Registration Number: 2

3) Enter Name of Hauler Contact

Contact Name: 3

4) Enter Contact Phone Number

Contact Phone Number: 4

5) Enter the Reporting Period for which the Hauler is confirming that no reportable activity occurred (Month/Year)

Reporting Period: Month 5 Year

By signing below, I confirm that there is no reportable activity for this Hauler account and reporting period mentioned above and will not be submitting any future claims for this period.

6

NAME	SIGNATURE	DATE SIGNED

6) Review the confirmation statement and, after ensuring the information is accurate, complete the name, signature and date signed section of the form. Keep a copy of the form on file and submit the original to OTS via mail.

6.3 Submitting a Hauler Claim

There are two main requirements to submitting a complete Hauler claim to OTS for review. The online submission and the hardcopy forms submission. A Hauler claim is not considered to be submitted until OTS receives both the online submission and the hardcopy forms.

6.3.1 Submitting Online Forms

Once a Hauler Claim Form for a given month has been completed (prior to the reporting deadline) the file can be submitted from the OTS website. Please note that the claims submission process is not considered to be complete until both the electronic submission and hardcopy submission are received by OTS. Please refer to the Claim Summary and Submission section above.

6.3.2 Submitting Hardcopy Forms

Once a Hauler Claim Form has been completed, the correct copy (white for some forms, pink for others) of the hardcopy forms (i.e. TCR, PTR, HIT, RTR, DOT, STC etc.) used to generate the claim must be forwarded to OTS. Forms can be sent via regular mail or courier to the address below:

Ontario Tire Stewardship
ATTN: Hauler Claims Processing
300 The East Mall, Suite 100
Toronto, ON
M9B 6B7

Please note that the claims submission process is not considered to be complete until both the electronic submission and hardcopy submission are received by OTS.

TIP: To speed up the claims processing time ensure that hardcopy forms are submitted in the same order they were reported on the electronic submission.

6.4 Claims Processing

Hauler claims will be processed within 35 calendar days of OTS receiving a complete Hauler Claim Submission (i.e. 35 days from receiving both the electronic and hardcopy forms submissions for a given reporting period). The 35 day turnaround time does not include time that the claim is in 'ON HOLD' where OTS is waiting for additional information or clarification from the Hauler.

6.4.1 Additional Information Requested by OTS

OTS reserves the right to request additional information to support a Haulers claim, or clarification on any aspect of a submission. Requests for information/clarification will be made to the Hauler contact listed on file and/or the individual that submitted the claim.

If OTS sends a form back for correction and/or initials or if a hardcopy form is submitted that does not have a corresponding line in the electronic copy (or visa versa) the claim is put on "Hold" and the Hauler

will be contacted via telephone and notified of the required correction. Claims that are on "Hold" for more than 30 days will be returned to the Hauler.

Hauler claims reports received with more than 10 errors will be returned in full to the Hauler for correction/revisions.

Haulers can resubmit corrected claims as long as the claim filing period is still open. Hardcopies will be returned to the Hauler to correct and the Hauler must revise and re-upload electronic submission. Future claim period submission will be put on "HOLD" for the same number of days it takes for OTS to receive the revised electronic and hardcopy. Once the claim filing period is closed, the Hauler will not be eligible for TI payment for the claim if the Hauler has not revised and re-upload the claim. For example, if OTS sends a July 2010 claim back to the Hauler to be revised and does not receive the revision back by end of October 2010, the Hauler will not be eligible for payment. In this example OTS requires Haulers to submit the July 2010 claim to correctly report the closing inventory and credits since closing inventory and credit from one month is carried over to the next month.

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

NOTE: To reduce the number of requests for additional information, ensure that any changes that were made to any form were initialed by all parties completing the form prior to sending your hardcopies to OTS for review.

6.4.2 Payment of Applicable Incentives

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

6.4.3 Missed Claim Periods

Claims that are not submitted in full (i.e. the claim is missing electronic copy submissions, hardcopy submissions or both) prior to the closing of a claim period may be rejected for payment by OTS. Claims will still be processed at a zero dollar rate and the Hauler will be notified of their new opening inventory and credits.

In addition, claims where no incentives are 'cashed out', but where credits or eligible inputs are earned that are received late will be eligible for half of the credits/eligible inputs. Haulers will be notified of their new opening credits.

Please note that claims must be filed in sequential order, meaning if a claim period is missed future claims cannot be processed and will be put on hold until the missing month is completed.

6.5 Review of Transportation Incentive Rates

The OTS normal practice will be to review the Transportation Incentive rates paid to Haulers 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.

The rates of incentive available to will be based on the level of assistance required to realize the diversion and viability potential of the program as determined by OTS and as approved by Waste Diversion Ontario.

6.5.1 Fuel Adjustments

From April 1st 2011 OTS will be adjusting the Transportation Incentive (TI) rates 2011 to account for fluctuating fuel costs in order to help ensure the smooth flow of tires with in the Program.

Fuel adjustments will be made at the start of each quarter based on the average fuel price index change (as documented by the Ontario Ministry of Energy) of the previously completed quarter (see example below).

Fuel Adjustment Example:

In July 2011, OTS will calculate the average monthly fuel costs for the April - June 2011 period. This will be compared to fuel costs for the prior period ending March 2011 and changes (up and down) which are to be announced approximately 30 days in advance, will be effective October 1, 2011.

Fuel price fluctuations will be assess quarterly and changes resulting in upward, downward changes will be announced to Haulers as warranted.

OTS reserves the right to continually monitor overall transportation costs and make adjustments to TI rates as warranted.

7.0 Audits

7.1 Audit Requirements

7.1.1 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.

7.1.2 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 Executive which in turn will determine the necessary measures against the participant.

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

- Disposition documents for re-use Tires (Invoices and evidence of payment),
- Tire Inventory count report,
- Evidence of disposal of Pre-program Tires.

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

7.1.3 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.

7.2 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.

7.3 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.

8.0 Communications

8.1 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:

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

Dedicated E-mail Address: OTS has established a dedicated e-mail addresses for use by haulers; Info@RethinkTires.ca. This address is monitored by members of the OTS Operations center that have a specific focus on Haulers.

Toll-Free Phone Line: OTS has established a toll-free phone line directly to the Operations Center. This line (1-888-687-2202) allows stakeholders to connect directly to members of the OTS Operations Center for support in addressing program-related issues and questions.

Committees to the Board: 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.

Consultations: 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.

8.2 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@ontariots.ca'. The request will be forwarded to the appropriate OTS contact for a response where applicable.

8.3 Dispute Resolution

If any dispute arises between a Hauler 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.

8.4 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 program plan. OTS may seek the expressed written permission of a participant to release information from time to time.

HAULER 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, Ontario, M9B 6B7 (“**OTS**”) and _____, a _____ constituted under the laws of _____, with a principal office address of _____ (the “**Hauler**”).

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 Hauler wishes to operate as a hauler of Used Tires and become entitled to retrieve Used Tires from Registered Collectors at no charge, and to deliver such Used Tires to Registered Processor at no charge, in accordance with the Plan;
- C.** The Hauler has been approved by OTS as an approved hauler in accordance with the Plan; and
- D.** The purpose of this Agreement is to set out the terms and conditions under which the Hauler will operate as an approved hauler 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(r);
- (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) “**Culled Used Tires**” has the meaning given in Section 2.4;
- (j) “**Effective Date**” “ has the meaning given to that term in the listing of parties to this Agreement;
- (k) “**Environmental Laws**” means any and all applicable laws, statutes, regulations, treatise, orders, judgements, decrees, official directives and all authorizations of any department or body of any federal, provincial, regional or municipal government of any agency thereof relating to the protection of the environment, including in particular, but without limiting the generality of the foregoing, the manufacture, use, storage, disposal and transportation of any Hazardous Substance;
- (l) “**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;
- (m) “**False Statement**” has the meaning given in Section 7.1(d);
- (n) “**Guidelines**” means any directives, forms, procedure manuals, administrative guidance, or other document regarding the implementation of the Plan published by OTS from time to time on its web site;
- (o) “**Hauler**” has the meaning given to that term in the listing of parties to this Agreement;
- (p) “**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 Hauler is subject;
- (q) “**Inventory Statement**” means any report submitted by the Hauler with regard to the inventory of Used Tires and/or parts thereof held on the Hauler’s premises and/or in the Haulers’s inventory, as at a certain date;
- (r) “**Mediation Guidelines**” has the meaning given in Section 13.3;
- (s) “**Minister**” means the Minister of the Environment for Ontario;
- (t) “**Non-Eligible Material**” means:
 - (i) Used Tires, tire parts or processed rubber held in Hauler’s inventory prior to September 1st, 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 Hauler 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;

- (u) “**OTS**” has the meaning given to that term in the listing of parties to this Agreement;
- (v) “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; and Parties means every Party;
- (w) “**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;
- (x) “**Processor Delivery**” means delivery by the Hauler of eligible Used Tires to a Registered Processor, in accordance with the Plan and this Agreement;
- (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 Collector**” means an entity that has registered and remained in good standing with OTS and entered into a Collector 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 Haulers 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 Hauler 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) “**Transportation 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;
- (ii) “**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;
- (jj) “**Used Tire Pickup**” means the retrieval of eligible Used Tires from Registered Collectors by the Hauler, in accordance with the Plan and this Agreement; and
- (kk) “**WDO**” means Waste Diversion Ontario.

1.2 **Interpretation.** Unless otherwise specified, all references to currency herein shall be to lawful money of Canada. Headings, table of contents, and Article and Section names and divisions are

for convenience of reference only and shall not affect the meaning or interpretation of the Agreement. Any accounting terms not specifically defined shall have the meanings ascribed to them in accordance with Canadian generally accepted accounting principles. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. The words “hereto”, “herein”, “hereof”, “hereunder”, “this Agreement” and similar expressions mean and refer to this Agreement. All references to laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions. All references to any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals. The words “includes” or “including” shall mean “includes without limitation” or “including without limitation”, respectively.

- 1.3 **Agreements as Covenants.** Each agreement and obligation of any of the Parties hereto in this Agreement even though not expressed as a covenant, is considered for all purposes to be a covenant.

ARTICLE 2

RESPONSIBILITIES OF HAULER

- 2.1 **Responsibilities of Hauler.** In addition to the other obligations of the Hauler set out in this Agreement, the Hauler hereby agrees to:
- (a) abide by the requirements set out in this Agreement and its schedules, the Plan, and all Guidelines applicable to Hauler;
 - (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;
 - (c) retain in good order and legible or accessible condition all records required under any Guideline or which relate to Haulers’s transfer or use of Used Tires, any Report made by Hauler hereunder, and/or Hauler’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) retrieve Used Tires from registered Collectors, and deliver all Used Tires which are not culled by the Hauler to registered Processors, as directed by OTS;
 - (e) store all Used Tires with all requirements of Applicable Law, including without limitation all requirements of the Ontario Ministry of the Environment and the Ontario Office of the Fire Marshal;
 - (f) update any registration information provided to OTS in the Registration System within 10 business days after the information is changed;
 - (g) fully and properly complete required manifests and other documents in preparation for transportation of Used Tires, in the manner directed by OTS from time to time;
 - (h) within five days after receiving the request from OTS, provide an Inventory Statement regarding Used Tires on the Hauler’s premises and/or in the Hauler’s inventory at the time of the request, in such format as OTS shall direct;

- (i) submit to periodic inspections of the Hauler's premises and equipment by OTS or OTS's designated representative, at intervals which are reasonable in the sole judgement of OTS;
- (j) submit to a mandatory yard count of all Used Tires in the Hauler's possession or on the Hauler's premises or trucks or other vehicles as and when directed by OTS or OTS's designated representative(s); it is expressly agreed by the Hauler that OTS is not required to provide the Hauler with any advance notice of any such yard count;
- (k) submit to an inspection and inventory count of the Used Tires in any of its trucks or other vehicles being used to transport Used Tires under this Agreement by OTS or OTS's designated representative(s) including field agents, whether such truck or other vehicle is stationary or in the process of transporting Used Tires; it is expressly agreed by the Hauler that OTS is not required to provide the Hauler with any advance notice of any such inspection or inventory count;
- (l) use equipment, supplies and service provided by OTS only for their intended purposes and in an efficient manner;
- (m) file all required documents and reports in the manner directed by OTS from time to time;
- (n) respond in a timely manner to all requests by OTS for information relating to Used Tires;
- (o) comply, abide by and carry into effect, as may be required, the objectives of, and the obligations imposed upon the Hauler contained in and set out in this Agreement, all applicable Guidelines, and the Plan;
- (p) conduct itself in a professional and business-like manner in dealings with Registered Collectors, Registered Processors, members of the public and OTS;
- (q) not use any trade-mark, trade name, or logo owned by OTS in any way not specifically authorized by OTS in writing, to provide samples of any proposed use to OTS for written approval which must be received before use begins, and to comply in all respects with any Guideline in effect from time to time regarding the use of OTS's trade-marks;
- (r) 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 Hauler, its business, and its performance under this Agreement; for greater clarity, the Applicable Laws include, without limitation, all laws relating to taxation, transportation and motor vehicles, employment standards and compensation of workers, and the Environmental Laws;
- (s) obtain and maintain all permits, certificates, licenses and other qualifications required under any Applicable Law;
- (t) provide notice to OTS of any fines or regulatory orders relating to the Hauler's business made against it in the previous five years; and

- (u) provide notice to OTS within 24 hours after any fine or regulatory order relating to the substance of this Agreement made against it after the date hereof.

2.2 **Conflict Between Plan, Agreement, and Guidelines.** 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 **Subcontractors.** The Hauler agrees that if any third party (a “**Subcontractor**”) performs all or part of any of Hauler’s obligations hereunder (“**Subcontracted Obligations**”) at any time, while this Agreement is in effect:

- (a) Hauler 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 Hauler shall constitute an actual default by the Hauler; and
- (c) Hauler may not engage as a Subcontractor any person having any unresolved default(s) of which Hauler 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 Hauler from time to time, Hauler 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 **Culled Tires.**

- (a) Hauler may transfer, divert or use Used Tires for lawful purposes other than transporting them to Registered Processors (such Used Tires referred to as “**Culled Used Tires**”), subject to the requirements set out in this Section 2.4.
- (b) Hauler 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 Hauler’s own risk absolutely.
- (c) Hauler 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 Hauler, in the form required by OTS from time to time.
- (d) No Transportation Incentives shall be paid in respect of any Culled Used Tires, and Hauler agrees that it shall not misrepresent any Culled Used Tires in any Report as being eligible for or having actually been subject to Processor Delivery under the Plan, and that submission of such a Report with respect to Culled Used Tires shall constitute a False Statement.
- (e) Hauler shall not sell, transfer or dispose of Culled Used Tires for any final purpose which is not an Approved Purpose, and which the Hauler 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 Transportation Incentives shall be paid in respect of any Non-Eligible Material, and Hauler agrees that it shall not provide Used Tire Pickup or Processor Delivery to any Non-Eligible Material, or represent to any person including any Registered Collector or Registered Processor that Used Tire Pickup or Processor Delivery is available 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 or Processor Delivery. Hauler agrees that submission of such a Report with respect to Non-Eligible Material shall constitute a False Statement.
- (b) Hauler 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 Hauler's own risk absolutely.
- (c) Upon request by OTS, Hauler 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 Hauler, in the form required by OTS from time to time.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF HAULER

3.1 **Representations and Warranties.** The Hauler 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 Hauler's registration with OTS or by virtue of the requirements of law, are true and accurate;
- (c) the registration of the Hauler with OTS as an approved Hauler, the provision of all required information to OTS, and the entering into of this Agreement by Hauler 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 Hauler's business 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 Hauler are complete and correct.

3.2 **Statements.** All statements contained in any Reports, documents or other instruments delivered by or on behalf of the Hauler to OTS shall be deemed to be representations and warranties of the Hauler of the facts therein contained.

3.3 **Reliance.** The Hauler 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 Hauler agrees to permit OTS or its agents to inspect the Hauler's business site upon reasonable notice, during normal business hours, from time to time.

4.2 **Audit.** The Hauler agrees that OTS may, from time to time, audit any records of the Hauler maintained in support of the Hauler's claims, and further, may examine and review, and audit records relating to the Hauler'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 Hauler's operations to determine the Hauler's compliance (hereinafter referred to as the "Audit").

4.3 **Yard Count.** The Hauler agrees that OTS or its OTS's designated representative(s) may, from time to time and without advance notice to the Hauler, attend at the Hauler's premises, to perform a spot audit yard count of all Used Tires in the Hauler's possession or located on the Hauler's premises, including Used Tires and other materials located in any vehicles, including without limitation vehicles of a Registered Collector or Registered Processor or any other person, which are at Hauler'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 Hauler shall provide OTS's auditor 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 Hauler 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 Hauler within 30 days of demand therefor being transmitted from OTS to the Hauler. In the event the Hauler 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 **Used Tire Pickup and Processor Delivery.** OTS shall allow and/or facilitate Used Tire Pickup and Processor Delivery by Hauler.

5.2 **Information and Support.** OTS shall provide promotional and informational material and telephone support to Hauler, as OTS deems necessary.

- 5.3 **Transportation Incentive.** With respect to Used Tires retrieved from a Registered Collector by Hauler and subsequently delivered to a Registered Processor, OTS shall pay a Transportation 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 OPERATIONAL MATTERS

- 6.1 **Observation Following Default.** Notwithstanding any other provision of this Agreement, if the Hauler 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 Hauler advise it, no less than **[48 hours]** in advance, of the time and location all deliveries of Used Tires to Registered Processors, and permit an OTS representative to observe any aspect of such delivery.
- 6.2 **No Additional Fees.** Hauler shall not charge any additional fee to Collectors for the retrieval of Used Tires in accordance with the Plan. Hauler acknowledges and agrees that OTS will advise Collectors of the requirement of this section, and that OTS will establish mechanisms to enable Collectors to advise OTS of any breach of the requirements of this section.
- 6.3 **Load Size.** The minimum standard load size for retrieval of Used Tires in Southern Ontario is 50 Used Tires; the minimum standard load size for retrieval of Used Tires in Northern Ontario is 75 Used Tires.
- 6.4 **Agreements Between Hauler, Registered Collectors, and/or Registered Processors.** Notwithstanding any other provision of this agreement, Hauler may in its own right enter into any number of contracts with Registered Collectors and/or Registered Processors:
- (a) regarding the pickup from such Registered Collector(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 Hauler with respect to the services described in such contracts; and/or
 - (b) Containing additional terms as between Hauler and such Registered Collector(s) and/or Registered Processor(s) regarding Used Tire Pickup and/or Processor Delivery; such contracts may provide for payments made by or to the Hauler.
- 6.5 **Third Party Monies.** The Hauler 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.

ARTICLE 7 HAULER DEFAULT

- 7.1 **Events of Default.** The occurrence of any of the following while this Agreement is in effect shall constitute an “**Act of Default**” by the Hauler under this Agreement:
- (a) If the Hauler fails to make payment of any amount required in this Agreement, including any Repayment Amount, 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 Hauler 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 Hauler 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 Hauler 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 Hauler 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, certificate, submission, or statement made by Hauler to OTS is in any respect untrue, erroneous, incomplete, inaccurate, misleading, or not able to be supported by Hauler'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 Hauler commits any default or breach under any other agreement between Hauler and OTS;
- (g) If Hauler engages a Subcontractor who has an unresolved default contrary to Section 2.3(c);
- (h) If Hauler 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 Hauler fails to comply with any applicable law affecting the Hauler's operation;
- (j) If Hauler is convicted of an offense under the *Environmental Protection Act* (Ontario);
- (k) If Hauler 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;
- (l) If any execution, sequestration, extent, or any other process of any court becomes enforceable against Hauler or if a distress or analogous process is levied on the property and assets of the Hauler; or
- (m) any proceedings shall be commenced for the winding-up, dissolution or liquidation of the Hauler or under which the Hauler could lose its corporate status, such proceedings not being *bona fide* opposed by the Hauler within five days of the date of commencement or service on the Hauler.

7.2 **Repayment of Payments Based on False Statements.** Hauler acknowledges and agrees that:

- (a) if any Transportation Incentives are paid to Hauler as a result of or in connection with any False Statement of the Hauler or any other person, in OTS's sole determination,

Hauler 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 Transportation Incentive, is paid by OTS to any third party as a result of or in connection with any False Statement of the Hauler, in OTS's sole determination, Hauler 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 Hauler in accordance with this Article are collectively "**Repayment Amounts**". OTS may, in its sole discretion, waive all or a portion of any Repayment Amount.

7.3 **Set-off.** Hauler agrees that OTS may set off Repayment Amounts owing by Hauler to OTS against any future payments of Transportation Incentives with respect to Used Tire Pickup or Processor Delivery by Hauler, or any other amount of any kind to Hauler under this Agreement or any other agreement between Hauler and OTS. If such future payment amounts are insufficient to recoup Repayment Amounts owed by Hauler to OTS, Hauler agrees that such Repayment Amounts are recoverable from Hauler as liquidated damages.

7.4 **Consequences of Default.** 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 Hauler:

- (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 Hauler to pay any Repayment Amount arising in connection with an Act of Default;
- (c) terminate this Agreement, with immediate effect;
- (d) include the Hauler 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 Hauler from future participation in the Used Tires Program in any capacity, on a temporary or permanent basis.

ARTICLE 8 TERM & TERMINATION

8.1 **Term.** This Agreement shall commence on the Effective Date and continue thereafter until terminated as provided for herein.

8.2 **Termination by OTS.** OTS may immediately terminate this Agreement by written notice to the Hauler, in addition to any other remedies available at law or in equity, in any of the following events:

- (a) if the Hauler 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 Hauler as soon as it is available;
- (c) if the Hauler 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 Hauler 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 Hauler is instituted that in the reasonable opinion of OTS materially impairs the ability of the Hauler to discharge its obligations hereunder.

8.3 **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon 90 days' written notice to the other Party.

8.4 **Reports Following Termination.** Following Termination, Hauler agrees that it will submit any Reports required hereunder with respect to any Used Tire Pickup or Processor Delivery occurring before the Termination of this Agreement.

8.5 **Incentive Payment Following Termination.**

- (a) In the event of termination by OTS where Hauler has committed an Act of Default, OTS may in its sole and absolute discretion cancel all payments of Transportation 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 cancelled by OTS in accordance with Section 8.5(a), OTS shall continue to pay Transportation 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 **Indemnity.** The Hauler 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 Hauler 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 Hauler related in any way to Culled Used Tires or arising from the breach of this Agreement, the Plan, or any applicable law.

9.2 **Release.** The Hauler, 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 Hauler 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 **Insurance.** Hauler 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 \$2,000,000, containing a severability of interests and cross-liability clause, and deliver to OTS on request a certificate thereof with OTS named as an additional insured thereon.

ARTICLE 10 NO OTS LIABILITY FOR USED TIRES

- 10.1 **Exclusion of Liability.** Hauler 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 Hauler, 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 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 Hauler understands that its name, main contact information, and the registration number assigned to it by OTS, as well as information regarding the Hauler’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 Hauler, 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 Hauler agrees that, in the event the Hauler 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 & INCENTIVE STRUCTURE

- 12.1 **Modifications to Plan.** The parties agree and understand that the Plan may be revised from time to time without the input or consent of the Hauler, and the Hauler 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 Hauler and the Hauler covenants and agrees to abide by, comply with and satisfy such revised Plan.
- 12.2 **Notice.** 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 **Modification of Incentives.** The incentives payable and the payment schedule implemented by OTS may be modified from time to time. All changes will be posted on OTS's internet web site no less than 60 days before the effective date of such change.

**ARTICLE 13
GENERAL**

- 13.1 **Assignment.** The parties hereby agree that the Hauler'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 **Agreement Binding.** This Agreement shall ensure to the benefit of and be binding on the parties, their heirs, legal personal representatives, and 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 **Notices.** Any notice, determination, consent, request or other communication from one party to the other or others or other documents required or which may be given under this Agreement may be delivered or transmitted by means of electronic communication with confirmation of transmission, personal service, facsimile with confirmation of transmission or by prepaid first class postage to the party at the addresses, in the case of the Hauler at the address on the registration form completed by the Hauler 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 **Amendment.** OTS retains the right to revise or amend this Agreement. OTS will give notice to the Hauler of such change (the "**Change Notice**"). Unless the Hauler gives notice to OTS (the "**Rejection Notice**") within 45 days of receipt of the Change Notice that the Hauler does not accept the revisions or amendments in the Change Notice, this Agreement, as amended, remains in effect and is binding. If the Hauler gives a Rejection Notice to OTS, this Agreement shall be terminated 30 days after the delivery by the Hauler of the Rejection Notice and the Approved Collection Site will forgo its approval status and not be compensated under the OTS program.
- 13.7 **Waiver.** No failure by any of the parties to insist on strict performance of any covenant, agreement, term or condition (the "**provision**") of this Agreement, or to exercise any right or remedy consequent on the breach of any provision, and no acceptance of partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or provision. No waiver of any breach shall affect or alter this Agreement, but each and every provision of this

Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach of such provision.

- 13.8 **Severability**. If any provision of this Agreement or the application of the provision to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application of them to other circumstances shall not be affected by the invalidity or unenforceability and shall be valid and enforceable to the fullest extent permitted by law.
- 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 **Remedies**. No remedy herein conferred upon or reserved in favour of any party hereto shall exclude any other remedy herein or existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereinafter existing.
- 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 **Governing Law**. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws in force in the Province of Ontario.
- 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 **Time of Essence**. 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 **Electronic Commerce**. Any execution or amendment of this agreement which is conducted electronically by any of the parties is made in accordance with and governed by the *Electronic Commerce Act, 2000*, (Ontario). If this Agreement is executed on behalf of any party electronically, the natural person who selects the “Agree” button at the bottom of the “Agreement Ratification” page on 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 HAULER]

By: _____

Name

Title

I have authority to bind the Hauler

DEVICE LENDING AND SOFTWARE LICENSE 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 of 300 The East Mall, Suite 100, Toronto, Ontario, M9B 6B7 ("**OTS**") and _____, an organization existing under the laws of _____, with a principal office address of _____ ("**You**" or "**Your**").

CONTEXT:

- A. OTS is the organization responsible for the collection and environmentally responsible recycling of used tires in the Province of Ontario in accordance with the Plan (as defined below).
- B. OTS and You have entered into an agreement to set out the terms and conditions under which You will operate as a registered **Mauler**] **OR IFF667411** [*Select the appropriate classification by circling the correct stakeholder type J* under the Plan (the "**Registration Agreement**").
- C. OTS has developed a proprietary software service (the "**OTS Software**") to enable You to electronically input and provide to OTS manifest information or other reports or submissions pertaining to used tires or Your activities under **the Plan**.
- D. As the use of tablet computers or similar mobile device is required pursuant to Section 2.1(b) of the Registration Agreement, OTS is willing to loan to You, and You are willing to accept and use, Devices (as defined below) on the terms and conditions of this Agreement.

THEREFORE, the Parties agree as follows:

- 1. **Definitions.** In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - (a) "**Agreement**" means this device lending agreement, including all Schedules and Exhibits, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.
 - (b) "**Content**" means any all content, data and other materials including, without limitation, audio and video materials or files, text, images, logos, artwork, graphics, pictures, advertisements, sound, documents, reports, works, works of authorship or any other intellectual property contained in any such materials.
 - (c) "**Device**" means any tablet computer, mobile device or other hardware provided to You by OTS for use in connection with the OTS Software, and includes all parts, components and accessories relating to or forming part of such Devices, or any part thereof.
 - (d) "**Encumbrance**" means any mortgage, charge, lien, security interest, pledge, hypothec, attachment, seizure or other encumbrance, right or claim of any kind.
 - (e) "**Loss or Damage**" means loss, theft or destruction of, or damage to, any Devices or any of it caused by any means, and whether or not caused through any fault or negligence of You, Personnel or third parties, and includes any Substantial Loss.
 - (f) "**Manifest Data**" means any and all: (i) data or information provided by You and/or Personnel to OTS during the course of accessing and using the OTS Software, including individual user data, and reports or submissions pertaining to used tires or Your activities under the Plan; and/or (ii) data or information that is generated by or derived from Your use, or Personnel's use, of the OTS Software, including reports or submissions pertaining to used tires or Your activities under the

Plan; and/or (iii) data or information that is otherwise generated by or derived from Devices and made accessible to OTS, including without limitation, Location Data (as defined herein).

- (g) "Parties" means OTS and You collectively, and "Party" means either of them.
 - (h) "Permitted Ancillary Use" means use of application software pre-loaded on Devices, provided that in no event shall any Device be used for the downloading, uploading, accessing, viewing or distribution of Prohibited Content.
 - (i) "Personal Information" means information about an identifiable individual.
 - a) "Personnel" means Your employees, contractors, subcontractors, agents, or representatives.
 - (k) "**Plan**" means the Used Tires Program Plan submitted by OTS on February 27, 2009 and approved by Waste Diversion Ontario and the Minister of Environment, as amended or restated from time to time.
 - (l) "Prohibited Content" includes, without limitation, Content that, in the sole discretion of OTS: (i) is pornographic or contains sexually explicit content (including nudity) or offensive subject matter or contains a link to an adult website; (ii) contains graphic or gratuitous violence; (iii) conveys a message of hate against any individual or group based upon their race, religion, age, gender, nationality, sexual orientation or language; (iv) encourages or glorifies drug use; (v) is predatory in nature, or is submitted for the purpose of harassment or bullying; (vi) is offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual; (vii) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (viii) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or (ix) violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any Person.
 - (m) "**Software**" means Third Party Software and OTS Software collectively.
 - (n) "**Substantial Loss**" means Loss or Damage to all or substantially all of a Device, or the seizure, expropriation, confiscation or condemnation of all or substantially all of a Device.
 - (o) "**Third Party Software**" means any third party software or any other software that is provided with a Device.
2. **Certain Rules of Interpretation.** In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. References in this Agreement to an Article, Section or Schedule are to be construed as references to an Article, Section or Schedule of or to this Agreement unless otherwise specified. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.
3. **Lending of Devices.** OTS agrees to lend, and You agree to accept this loan of, the Devices under the terms and conditions of this Agreement. Title to Devices is and will at all times be and remain vested in OTS, and nothing in this Agreement will give You any right, title or interest in and to Devices, except the right to use

Devices on the terms of this Agreement. From and including the date upon which Devices are delivered to You until all Devices are returned to OTS, You assume the entire risk of Loss or Damage to Devices.

4. **Use and Operation.** You covenant and agree in favour of OTS that You will, and will cause Personnel to:
 - (i) operate and use Devices for business purposes and for Permitted Ancillary Uses only;
 - (ii) operate and use Devices only in accordance with this agreement and any other agreement with OTS governing the use of Devices or the OTS Software;
 - (iii) not download or install any Software and/or applications on any Device;
 - (iv) not delete any applications or Software loaded on any Device at the time of delivery to You;
 - (v) not change any settings on the Device, including without limitation, not turning off a disabling, deactivating or modifying any location functionality;
 - (vi) not remove any protective casings delivered with any Device;
 - (vii) take appropriate measures to protect Devices against Loss or Damage and use the same degree of care to protect Devices against Loss or Damage as You use to protect Your equipment, hardware or technology and, in any event, no less than a commercially reasonable standard or care;
 - (viii) use Devices (including any Software) only for the purposes for which it was designed, and in accordance and in compliance with all municipal, provincial, territorial and federal laws, regulations, bylaws, and ordinances applicable to Devices, and in accordance with all manuals, instructions and specifications of the supplier or manufacturer that have been provided to You; and
 - (ix) not change or remove any insignia, labelling or lettering on Devices including any items indicating that a Device is the property of OTS.

5. **Maintenance.** You will perform or cause to be performed all acts required to maintain any supplier's or manufacturer's warranties and guarantees for Devices.

6. **Synchronization of Devices.** You covenant and agree in favour of OTS that You will and will cause Personnel to connect each Device in active service to the internet at least every second business day for a period sufficient to allow for synchronization of the Device with OTS's systems and to receive any push notifications or other updates or modifications to the OTS Software.

7. **Loss or Damage/Replacement.**
 - (a) You will maintain at your office a sufficient inventory of replacement Devices ("**Inventory Devices**") such that if any Device suffers Loss or Damage You shall promptly replace such Device with an Inventory Device.
 - (b) In addition to replacement of Devices, if any Device suffers Loss or Damage, You will, return any damaged Device to OTS by courier, provide OTS with a description of how the damage was incurred and OTS shall provide You with a replacement Device and require You to pay to OTS its costs and expenses to replace the applicable Device. OTS may set off or deduct any such replacement costs from any amounts to be paid by OTS to You under the Plan or otherwise.
 - (c) Any total or partial Loss or Damage of or to Devices or to the use or possession of them by You will not relieve **You from** Your liabilities and obligations under this Agreement.

8. **Additional Obligations.**
 - (a) Pursuant to Your Registration Agreement, You shall at OTS's request provide an inventory of Devices in Your possession to OTS which inventory shall include model information, serial numbers and other information as OTS may require pursuant to Your Registration Agreement.
 - (b) You will not directly or indirectly create, incur, assume or allow to exist any Encumbrance on or with respect to Devices, title to it or any interest in it, except for any Encumbrance in favour of OTS. You will give OTS immediate notice of any seizure, attachment, Encumbrance or other process, judicial or otherwise, affecting any of the Devices and will immediately obtain, as applicable, the discharge, removal or discontinuation of the seizure, attachment, Encumbrance or other process. Any amounts paid by OTS upon failure by You to make those payments will be immediately due from You to OTS upon its written demand for payment.

9. Software.

- (a) Rights to Use OTS Software. OTS hereby grants You, and You hereby accept from OTS, a personal, non-exclusive and non-transferable limited right to access and use OTS Software. The foregoing right to use OTS Software is limited to Your own internal business purposes. You shall not use OTS Software in any way except as expressly permitted by this Agreement. Without limiting the generality of the foregoing, You shall not, and will not permit any other party to, directly or indirectly, do any of the following: (i) reverse engineer, de-compile, disassemble, decrypt or otherwise attempt to discover the source code or underlying algorithms of OTS Software (whether in whole or in part); (ii) modify, translate, or create derivative works based on any portion of OTS Software; (iii) access, decrypt or use any portion of OTS Software in order to build a competitive product or service or copy any features, functions or look and feel of OTS Software; (iv) circumvent, decrypt or modify, attempt to circumvent, decrypt or modify, or encourage or assist any other party in circumventing, decrypting or modifying any security technology or software that is part of OTS Software; or (v) attempt to probe, decrypt, scan or test the vulnerability of any portion of OTS Software or to breach the security or authentication measures used in connection with OTS Software without proper authorization. You acknowledge and agree that in the event of the breach or threatened breach of the foregoing covenants as determined by OTS in its sole discretion, OTS shall be entitled to all rights and remedies available under applicable law including the right to seek and obtain an injunction with respect to such breach or threshold breach.
- (b) Use of Software. You acknowledge that You are not acquiring title to or any interest in any Software other than a license to use the Software in conjunction with the Devices. You agree that You will use, and cause Personnel to use, all Third Party Software strictly in accordance with the licenses applicable to such Third Party Software. No warranty is made by OTS in connection with the performance, functionality or date-related compliance of the Software or any included updates and all disclaimers of warranties and limitations of liability expressed herein in relation to the Devices shall also apply to the Software and included updates and any media containing either of the foregoing.
- (c) Ownership. You agree to hold the Software in confidence for OTS. All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to OTS Software are and will remain the exclusive property of OTS or its licensors, whether or not specifically recognized or perfected under local law. You will not acquire any rights in OTS Software except the limited use right specified in this Agreement. OTS Software is confidential and proprietary information of OTS and/or its licensors. You agree to take adequate steps to protect OTS Software from unauthorized disclosure or use.
- (d) Push Notifications. OTS and the OTS Software make use of push notifications. Push notifications are used to send updates, patches, notification messages, instructional videos and similar items to Devices for the purposes of updating and correcting the OTS Software and providing notices and assistance to users. You hereby agree to accept all push notifications from OTS.
- (e) Changes to OTS Software. OTS reserves the right to modify, suspend or terminate OTS Software (or any part thereof), either temporarily or permanently, at any time or from time to time, with or without prior notice or liability to You. You agree that OTS shall not be liable to You or any party for any modification or cessation of OTS Software. You acknowledge that OTS has no express or implied obligation to provide, or continue to provide, OTS Software, or any part thereof, now or in the future. You agree to promptly install on Devices all upgrades to OTS Software provided or made available by OTS.
- (f) Feedback. If You have ideas, comments, suggestions or other feedback regarding improvements or additions to any of the Software, OTS would like to hear them. OTS does not want You to send OTS any Submissions (as defined below) that are confidential or proprietary to You or to any other party. By submitting or providing OTS with comments, messages, suggestions, ideas,

concepts, feedback or other information about the Software, OTS and/or its operations (collectively, "Submissions") You thereby and hereby: (a) represent and warrant that none of the Submissions are confidential or proprietary to You or to any other party; (b) represent and warrant that none of the Submissions breach any agreement to which You are a party; and (c) grant OTS an exclusive fully paid-up, royalty-free, perpetual, irrevocable, unrestricted, transferable, sub-licensable, worldwide right and license to the right to use, share and commercialize Your Submissions in any way and for any purpose. You also waive in favour of OTS and its successors and assigns any and all moral rights in and to all Submissions. However, all Submissions will be subject to this Agreement.

10. Manifest Data and other Information.

- (a) You acknowledge and agree that all Manifest Data is and will be owned by OTS. You acknowledge and agree that each time any Device is connected to the interne, Manifest Data and Location Data may be transmitted to OTS. You represent and warrant that all Manifest Data provided, disclosed or transferred by You and/or Personnel to OTS does not and will not violate the privacy rights, employment rights or any other rights of any individual or entity. All Manifest Data shall be deemed to be Reports for the purposes of the Registration Agreement.
- (b) You acknowledge and agree that use of the Devices in combination with the OTS Software allows OTS to collect and process Manifest Data, which includes information about the location of where Devices are being, and have been, used or located ("**Location Data**"). You acknowledge and agree that by using Devices and the OTS Software, (i) OTS will retain the history of the locations where Devices are used in combination with the OTS Software or where Devices are located, and (ii) OTS may be able to obtain certain information about Personnel and the locations in which they store, carry or use Devices together with the OTS Software, including without limitation badge numbers of Personnel and may that OTS transmit such Location Data to You . You shall ensure that all Personnel are aware of OTS's ability to collect and distribute such information. Any information or data including, Manifest Data and Location Data, that is provided, disclosed or transferred to OTS through the OTS Software and/or Devices that is not Personal Information is not subject to any OTS privacy policy and will be treated as non-confidential, regardless of whether You mark them "confidential," "proprietary," or the like.

11. Internet Connection. You understand and agree that You must obtain Your own Internet connection in order to use the Devices and the OTS Software. OTS does not and will not control Your Internet access or the quality of Your Internet connection. You acknowledge and agree that use of or connection to the Internet provides the opportunity for unauthorized parties to circumvent security precautions and illegally gain access to the Devices. ACCORDINGLY, WE CANNOT AND DO NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY DEVICE OR SYSTEM CONNECTED TO THE INTERNET.

12. Indemnity. You agree to indemnify and save harmless OTS and its agents, employees, officers and directors from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses actually incurred by OTS, in connection with or arising from this Agreement or assumed or incurred by, or asserted or imposed against, OTS in any way relating to or arising out of: (i) the possession, use, operation, condition or repossession of the Devices or otherwise, including on account of any personal injury, death, damage to property or economic loss caused by or related to Devices or their use; (ii) any use of Software by You or Personnel; (iii) any violation of this Agreement by You; and/or (iv) any claims by Personnel or any other party that is in respect or otherwise related to the transfer of Manifest Data (including without limitation Location Data) to OTS or the transfer of such data by OTS to You. You will give OTS prompt notice of any claim or liability of which it becomes aware and for which You have provided an indemnity to OTS under this Agreement. The indemnity in this Section 12 will continue in full force and effect despite the expiration or other termination of this agreement

13. **Disclaimer of Warranties.** You acknowledge that OTS does not and will not make any representations or warranties, express or implied, with respect to Devices or any Software and that all Devices and all Software are being provide on an "AS IS" BASIS. OTS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF **THE** DEVICES OR SOFTWARE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO CONDITIONS OR WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AT LAW, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND IN PARTICULAR, WITHOUT LIMITATION, NO WARRANTY OF INTEROPERABILITY OR COMPATIBILITY WITH ANY PRODUCT OR SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. **Limitation of Liability.** OTS SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION NEGLIGENCE, BREACH OF CONTRACT OR FUNDAMENTAL BREACH) FOR (I) ANY BUSINESS OR ECONOMIC LOSS, INCLUDING WITHOUT LIMITATION FAILURE TO REALIZE EXPECTED SAVINGS, (II) ANY LOSS OF USE OR LACK OF AVAILABILITY OF DEVICES, INCLUDING COMPUTER RESOURCES, TELECOMMUNICATIONS SYSTEMS AND ANY STORED DATA, OR (HI) ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, THE PROVISION OR USE OF DEVICES OR SOFTWARE, EVEN IF OTS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. YOU AGREE THAT IN NO EVENT SHALL OTS BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF YOUR NONCOMPLIANCE WITH THIS AGREEMENT OR OTS'S DIRECTIVES REGARDING DEVICES OR SOFTWARE. OTS'S ENTIRE CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION NEGLIGENCE, BREACH OF CONTRACT OR FUNDAMENTAL BREACH) SHALL BE LIMITED TO \$2,000.00.
15. **Term and Termination.**
- (a) Term. The term of this Agreement shall commence on the Effective Date and continue until it is terminated in accordance with its terms.
- (b) Termination by OTS. This Agreement may be terminated by OTS upon notice to You upon occurrence of any of the following events:
- (i) if You are in default of any term of this Agreement and the default has not been cured within 5 business days of notice of that default having been given by OTS to You;
 - (ii) if You become insolvent, makes an assignment for the benefit of creditors or is the subject of any proceeding under any bankruptcy and/or insolvency law; wind up, dissolve, liquidate or take steps to do so or otherwise ceases to function as a going concern; or if a receiver or other custodian (interim or permanent) of any of Your assets is appointed by private instrument or by court order or if any execution or other similar process of any court becomes enforceable You or Your assets or if distress is made against any of You assets;
 - (iii) the holder of an Encumbrance or any other party takes possession of a substantial part of Your property or any of the Devices under legal process or otherwise;
 - (iv) You cease or threaten to cease to carry on the business currently being carried on by You or dispose of all or substantially all of Your property;
 - (v) any Device is confiscated, forfeited, seized or otherwise attached pursuant to any legal process or other means

- (vi) You are in default under any other lease, contract, agreement or obligation now existing or subsequently entered into with OTS;
 - (vii) You are no longer in good standing with and/or are registered with OTS under the Plan; or
 - (viii) at any time by OTS for any reason upon five business days notice.
- (c) Termination by You. This Agreement may only be terminated by You if Your Registration Agreement is terminated in accordance with its terms.
- (d) Obligations on Termination. Upon the termination of this Agreement, You will at Your own expense immediately return all Devices to OTS at an address to be provided by OTS at such time and the Devices will be in good repair and good working condition, reasonable wear and tear excepted, free and clear of all Encumbrances other than any Encumbrances of or against OTS. Upon return of the Devices to OTS, any data on the Devices will be removed from the Devices. If you fail to return any Device within ten (10) business days of the termination of this agreement you will be liable to pay to OTS the then current replacement cost of such Device. In addition, if such failure occurs, OTS shall have all remedies available to it under applicable law.
- (e) Survival. Any terms and conditions of this Agreement, which by their nature extend beyond the termination of this Agreement, shall survive the termination of this Agreement including Sections 2, 4, 5, 6, 9(b), 9(c), 9(f), 10 - 14 and 16.

16. General.

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this Agreement except as specifically set out in this Agreement.
- (b) Notice and Communication. Except as otherwise set forth in this Agreement, all notices, requests, consents, or other communications required or permitted to be given under this Agreement shall be in writing and either (i) delivered personally or by courier; (ii) sent by prepaid registered mail; or (iii) transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission charges (if any) prepaid.

Any Communication must be sent to the intended recipient as follows:

to OTS at:

300 The East Mall, Suite 100, Toronto, ON M9B 6B7

Attention: [_____]

Telephone: [_____]

Facsimile: [_____]

E-mail: [_____]

to You at Your address set out in the Registration Agreement, or, in respect of OTS, at any other address the OTS may at any time advise You by Communication given or made in accordance with this Section. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the

day it is delivered at that Party's address, provided that if that day is not a business day then the Communication will be deemed to have been given or made and received on the next business day. Any Communication sent by prepaid registered mail will be deemed to have been given or made and received on the fifth business day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be delivered personally or by courier or transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a business day or after 3:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next business day.

- (c) Amendment and Waiver. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by each Party. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
- (d) Severability. Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect: (i) the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or (ii) the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.
- (e) Governing Law. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province. The Parties hereby expressly attorn to the exclusive jurisdiction of the courts in the Province of Ontario.
- (f) Remedies Cumulative. The rights and remedies under this Lease are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.
- (g) Assignment. Without the prior written consent of OTS, which consent may[**not**] be unreasonably withheld, You will not assign any of Your rights, interests or obligations under this Agreement or sublet any Devices or permit any Devices to be in the possession of anyone other than You or Personnel. Any assignment or subletting consented to by OTS will not relieve or release You from Your obligations under this Agreement, all of which obligations will remain in full force and effect.

Enurement. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

Counterparts and Electronic Delivery. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Each of the Parties has executed and delivered this Agreement as of the Effective Date.

ONTARIO TIRE STEWARDSHIP

By: _____
Name:

Title:

I have authority to bind the corporation

[FULL LEGAL NAME OF DEVICE BORROWER'

By: _____
Name:

Title:

I have authority to bind the corporation

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 Steer tires rim diameter of 16" and under (pneumatic forklift)
- Solid Industrial Forklift Tires with a Tire diameter of 16" or less

On-Road Medium Truck Tires: 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".

Agricultural Drive and Logger Skidder: 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.

Small and Large Industrial: includes solid industrial tires (eg Forklift Truck etc.) and pneumatic forklift tires and Skid Steer Tires measuring 16.5" 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 Tire Program Plan refer to the Approved Program Plan..

Appendix C : Incentive Summary

<u>Situation</u>	<u>Collection Allowance</u>	<u>Transportation Incentive</u>	<u>Processing Incentive</u>	<u>Manufacturing Incentive</u>
Non Program Tires from any Source	NO	NO	NO	NO
Pre-Program Tires (Generated/Collected Prior to September 1 st 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 st 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 C: 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)	NO	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 as applicable

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 info@RethinkTires.ca. Additional details and definitions for the situations outlined in the chart above can be found in the applicable Guidebook (Collector, Hauler, Processor and RPM).

An incentive is only eligible to be paid assuming the participant files claims in accordance with the applicable claims process and completes 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 reviews

Appendix D : Hauler Claims Training

Please refer to the OTS website at <http://rethinktires.ca/program-participants/hauler/resources> for links to Hauler Claims Training materials.

Appendix E: Hauler Standards

Ontario Tire Stewardship Hauler Standards

Version 1.0

Disclaimer: Notwithstanding the inclusion in these standards of requirements respecting regulatory compliance with such matters as OSHA, WSIB, WHIMIS and MTO, OTS does not assume any responsibility for Hauler compliance with any applicable regulatory requirements by virtue of OTS's requirements hereunder or any audit hereunder.

Appendix E: Hauler Standards

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Appendix E: Hauler Standards

1.0 Overview

This document outlines the minimum standards that Haulers must meet in order to operate as a Registered Hauler under the Ontario Used Tires Program Plan. These standards apply to all types of Registered Haulers.

The Standards outlined in this manual do not override any federal, provincial and/or municipal legislative requirements that would otherwise govern the Haulers operation(s). In accordance with the Hauler Agreement, the Hauler agrees to abide by all applicable laws and regulations that may pertain to their operation(s).

Ontario Tire Stewardship may review and revise the Hauler Standards at any time.

Disclaimer: Notwithstanding the inclusion in these standards of requirements respecting regulatory compliance with such matters as OSHA, WSIB, WHIMIS and MTO, OTS does not assume any responsibility for Haulers compliance with any applicable regulatory requirements by virtue of OTS's requirements hereunder or any audit hereunder.

1.1 What Types of Haulers do the Standards Apply To?

The Standards apply to all Hauler registered as such with Ontario Tire Stewardship. Some of the standards may not be applicable to a given Hauler location due to the nature of the variations in Haulers businesses.

1.2 When are the Standards Effective?

This manual has been split into sections; Core Standards and Supplemental Standards. Core Standards have been in place and enforced since the program's inception and as such have been requirements of Haulers since September 1st 2009, or upon the Hauler's registration date, whichever date is the latter. Supplemental Standards have been developed and will be/are effective as of May 1st 2012.

Appendix E: Hauler Standards

2.0 Core Standards

The Core Standards have been laid out in the Approved Program plan and further detailed in the Registration process. Compliance with the Core Standards is a requirement at the time of Hauler Registration and must be maintained as long as the Hauler is registered as such in the Program. This section outlines the Core Standards.

2.1 Ontario Business Number

Haulers who are in commercial operation must hold a valid Ontario business number which corresponds to the Business name and start date which is provided to OTS during initial Hauler registration.

2.2 Harmonized Sales Tax Number

Haulers are required to provide OTS with their valid HST number which must be associated with the Ontario Business number provide to OTS during registration. Haulers that are not required to hold a valid HST number (eg. First Nations Community or business with gross earnings under the legislative threshold) must provided supporting documents to OTS stating that they are exempt from HST and in the event that their HST status changes, they are required to notify OTS in writing immediately.

2.3 Certificate of Approval

Haulers storing large quantities of used tires must be familiar with the applicable Certificate of Approval(s) requirements that may govern their operations. In the event that a Hauler is storing (on a sort yard or otherwise) quantities of tires that require the Hauler to hold a Certificate of Approval as issued by the Ontario Ministry of the Environment, OTS must be made aware of the Certificate of Approval number, the maximum number of tires permitted on the site and any other applicable information relating to the approval. The Hauler must ensure that they are storing tires in a secure manner and in quantities as permitted by their Certificate of Approval. If the Hauler does not hold a Certificate of Approval they must ensure that they are in compliance with all applicable legislative requirements surrounding the storage of used tires (i.e. under applicable storage limits in accordance with all Federal, Provincial and Municipal legislation or the requirements of any regulatory body having authority) at all times.

2.4 Appropriate Commercial Liability Insurance

Haulers must hold valid comprehensive general commercial liability insurance and ensure that it remains valid for the time that they are a registered Hauler with OTS. Commercial liability must include comprehensive coverage for bodily injury and property damage. The Haulers insurance must also cover contractual liability. Insurance policy certificates must be provided annually to OTS and at other times as requested by OTS. Haulers are also required to name OTS as an additional insured on their policy as requested by OTS and provide updates to OTS at least annually. The minimum amount of insurance required is \$2 million dollars per occurrence as outlined in the Hauler Agreement.

2.5 Worker Health & Safety Certification

Appendix E: Hauler Standards

Firms operating in Ontario and employing more than one individual are required to hold a valid Worker Health and Safety Certification number and be registered in good standing with the Ontario Workplace Safety and Insurance Board (WSIB).

Firms operating in Ontario with only one employee must notify OTS in writing at the time of application that they do not require a WSIB account and state the reason that they do not require an account (note that not all companies employing one person are exempt from WSIB requirements). In the event that the Hauler hires additional employees or otherwise becomes subject to the WSIB requirement, they must notify OTS immediately and ensure that they meet the requirements above immediately.

2.6 Document Retention

Registered Haulers are required to maintain records in accordance with the OTS process outlined for picking up tires (refer to Hauler Guidebook for details). All documentation (Tire Collector Receipt Forms, Dedicated Off the Road Tire Pickup Forms, etc.) must be retained for a minimum of seven years from issuance and be made available to OTS upon request anytime within the seven year period.

2.7 Relationship with a Processor

Registered Haulers are required to provide proof that they have a working relationship with a Registered Processor noting that the Processor agrees to take tires from the Hauler. The proof of relationship must be issued to the Hauler by the Processor in the form of a letter which must be forwarded to OTS.

Appendix E: Hauler Standards

3.0 Supplemental Standards

The Supplemental Standards outlined in the section below are those standards that were not requirements at the time of program inception but have been created over time and are being or have already been phased in. All Haulers have always been required to comply with all legislative requirements as per the Hauler Agreement. In some cases the Supplemental Standards are to provide OTS with supporting documentation to confirm that the legislative requirements are being met. All actively registered Haulers must meet or exceed the standards in this section on or before the phase in implementation date. Any Hauler who registered on or after a phase in implementation date as outlined below will need to meet the applicable Supplemental Standard(s) as well as all applicable Core Standards at the time of their registration.

3.1 Expanded Health & Safety: WHMIS

Registered Haulers are required to comply with all applicable Health and Safety requirements. All Haulers must be compliant with applicable Workplace Hazardous Materials Information System (WHMIS) requirements and provide training to their Employees. Training must include detailed instructions on the use of personal protective equipment (PPE) as applicable to their business.

Haulers must document all training activities related to WHMIS, maintain the documents and be able to present evidence of the training to OTS from time to time, as requested by OTS.

The requirement to provide evidence of WHMIS training being delivered to all Employees is to be phased in on May 1st 2012 after this date Haulers must be able to provide proof of WHMIS training to Employees as requested by OTS.

3.2 Expanded Health & Safety: Machinery Safety

Any Hauler that uses motorized or mechanical equipment (i.e. Forklifts etc.) must ensure that all Employees using the equipment are properly trained on the use of such equipment including how to properly lock out damaged equipment or equipment that requires maintenance (scheduled maintenance included) and how to store the equipment properly when it is not in use (refer to Ontario's Occupational Health and Safety Act and Regulations and all other applicable materials).

The requirement to provide evidence of Machinery Safety training being delivered to Employees (as applicable) is to be phased in on May 1st 2012 after this date Haulers must be able to provide proof of training being delivered to Employee as requested by OTS.

3.3 Emergency Response Numbers

Registered Haulers must ensure that all Emergency Numbers (Emergency, Spills Action Centre etc.) are posted at their Registered Hauler Sites, Sort Yards and available to drivers as applicable. Employees must be aware of the numbers to call in the event of an emergency.

The requirement to post Emergency Response Numbers and train Employees is to be phased in on May 1st 2012 after this date Hauler sites visited must have Emergency Numbers posted and ensure that employees are aware of the appropriate contacts.

Appendix E: Hauler Standards

3.4 Commercial Vehicle Operator's Registration & Carrier Safety Rating Program

Registered Haulers operating commercial motor vehicles (including rented and leased fleets/vehicles etc.) must hold a valid Commercial Vehicle Operator's Registration (CVOR) in good standing with the Ministry of Transportation and hold a Carrier Safety Rating (CSR) of at least "Satisfactory". If the Hauler holds a Conditional CSR, OTS must be provided with an action plan detailing the actions they are undertaking in order to move to a "Satisfactory" rating and be updated of the progress at least monthly and/or when the rating changes in any way. Satisfactory ratings may be audited or unaudited as per the Ministry of Transportation. The CVOR must be issued to the Haulers owners/principals directly.

Haulers must provide OTS with a CVOR Abstract (Level II) at least annually and may be required to produce the Abstract on a more frequent basis as requested by OTS. The Hauler must notify OTS of any CSR ratings changes immediately.

Haulers who currently are owners/directors (or principals) of a company (other than their registered Hauler business) which holds a CVOR must declare the additional CVOR numbers. Unsatisfactory standings of additional CVORs may affect the eligibility of the Hauler to become/remain registered in the program.

Haulers must declare if they have been principals of a company which has had its authorities revoked in either the US or Canada within the past 10 years. If the Hauler has had its authorities revoked in the past, it may affect the Haulers eligibility to become/remain registered in the program.

<p>The requirement to provide OTS with a valid CVOR will be phased in on May 1st 2012 after this time documents must be provided to OTS upon request and at the time of registration.</p>
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Appendix E: Hauler Standards

4.0 Monitoring & Enforcement

Standards will be monitored and enforced in a number of ways including annual updates provided to OTS by the Registered Hauler on certain items, coupled with periodic reviews and audits conducted by OTS that may include onsite visits and/or review of supporting documents.

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 notify the appropriate governing body of any violations of Tire Storage requirements (i.e. used tires in excess of their Certificate of Approval limits, used tires in excess of 5000 tire equivalents where the Hauler has no Certificate of Approval etc.).

4.1 Updates to OTS Regarding Insurance

Registered Haulers are required to notify OTS (in writing) within 5 days of their insurance policy expiry date with the following information: new policy number (if applicable), insurance company name, new expiration date and coverage limit. Registered Haulers must have their insurance company forward valid certificates of insurance to OTS prior to the expiration date of the prior certificate.

In any case, Registered Haulers must notify OTS immediately of any changes to their policy (number, provider, coverage etc.) that may take place at any time in writing.

4.2 Updates to OTS Regarding WSIB Status

Registered Haulers must notify OTS of changes in their WSIB account status/number either by phone or in writing immediately.

4.3 Updates to Certificate of Approvals

Registered Haulers must notify OTS of any changes to their Certificate of Approval (with respect to tire storage) in writing immediately. Haulers who obtain a Certificate of Approval (for the storage of used tires) after their registration are advised to contact OTS to ensure that the most current storage capacity information is kept on file at OTS.

4.4 Updates to CVORs

Registered Haulers must notify OTS of any changes in their overall CVOR rating, applicable contact information or other changes to the CVOR immediately in writing.

4.5 Participant Cooperation During Audits

During a desk review or an audit, OTS may request access to key personnel and supporting documents that it deems necessary to verify that the Standards are being met. 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 Executive which in turn will determine the necessary course of action.

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

Appendix E: Hauler Standards

4.6 Audit Frequency

Registered participants have agreed to review/audits conducted 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.

4.7 Audit Compliance Checklist

Onsite Audits will be completed by an OTS representative and a summary of the findings will be documented on the "OTS Hauler Standards Checklist" presented in Appendix A of this guidebook. Sections of the checklist that do not apply to a particular Hauler location will be noted as N/A and will not affect the overall Audit Result.

4.8 Audit Results

Once an audit or review has been completed by OTS, the Registered Hauler will be advised of their Audit results and will be assigned one of three potential statuses: Pass, Conditional Pass or Fail. Audits resulting in a Conditional Pass will require additional follow up and action to be taken by the Hauler in a specified time frame to ensure that they meet all Standards, otherwise the Audit result will become a Fail. Audits resulting in a status of Fail indicate that a Hauler has not met the Standards as applicable to their business and may result in their de-registration as a Hauler from the OTS Program.

4.9 Dispute Resolution

If any dispute arises between a Hauler 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.

Appendix E: Hauler Standards

OTS Hauler Standards Checklist

Hauler Name: _____
 Hauler Number: _____
 Hauler Contact Name: _____

Review: _____ or Visit: _____

Date of Hauler Review/Visit _____
 OTS Contact Name: _____

OTS INTERNAL USE ONLY: Status: Pass/Conditional Pass/Fail Follow Up Required: Y/N
--

1.0 Ontario Business Number

Valid Ontario Business Number	Notes	Status (Valid = Pass, Invalid = Fail)	Follow Up Required (Y/N)

2.0 Harmonized Sales Tax Number

Applicable (Y/N)	Valid HST Number	Notes	Status (Valid/N/A = Pass, Invalid = Fail)	Follow Up Required (Y/N)

3.0 Certificate of Approval (enter separate line per sort yard/facility)

Applicable (Y/N)	Valid Certificate of Approval Number	Notes (including tire quantities)	Status (Valid/N/A = Pass, Invalid = Fail)	Follow Up Required (Y/N)

4.0 Commercial Liability Insurance

Name of Insurer	Policy Date	Coverage Limit	Status (Valid & Adequate = Pass, Invalid or Inadequate = Fail)	Follow Up Required (Y/N)

Notes (confirm Certificate of Insurance to OTS):

5.0 Workers Health & Safety WSIB Information

Applicable (Y/N)	Valid WSIB Account Number	Notes	Status (Valid/N/A = Pass, Invalid = Fail)	Follow Up Required (Y/N)

Sample Hauler Standards Only. Refer to the OTS website for the current Hauler Standards

Appendix E: Hauler Standards

OTS Hauler Standards Checklist

6.0 Document Retention

Storage Onsite (Y/N)	Notes	Status (Y = Pass, N = Fail)	Follow Up Required (Y/N)

7.0 Proof of Relationship with a Registered Processor

Proof of Relationship on File (y/N)	Processor Name	History of Delivering Tires to Processor (Y/N)	Status (Y = Pass, N = Fail)	Follow Up Required (Y/N)
Notes:				

8.0 WHMIS (Workers Health and Safety)

WHMIS Training Program (Y/N)	Employee Training Records Available (Y/N)	PPE Present (if applicable)	Status (Y = Pass, Invalid = Fail)	Follow Up Required (Y/N)
Notes:				

9.0 Machinery Safety

Machinery Used (Y/N)	If Yes Employee Training Records Available (Y/N)	Do Employees Know Lock Out Procedures (Y/N)	Status (Y = Pass, N = Fail)	Follow Up Required (Y/N)
Notes (if not applicable indicate N/A)				

10.0 Emergency Response Numbers

Emergency Response Numbers Available(Y/N)	Do Employees Know ER Contacts?	Status (Y = Pass, N = Fail)	Follow Up Required (Y/N)
Notes:			

Appendix E: Hauler Standards

OTS Hauler Standards Checklist

11.0 Commercial Vehicle Operator Registration & Carrier Safety Rating

CVOR Applicable (Y/N)	CVOR Number & Certificate Expiry Date	CSR	Status	Follow Up Required (Y/N)
Notes (if not applicable indicate N/A; include any warning letters)				

Action Items/Plans:

OTS To Complete:

Overall Inspection Status: