

OTS Processor Guidebook

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Appendix

[Appendix A: Tire Derived Product Definitions](#)

[Appendix B: Processor Agreement \(SAMPLE ONLY\)](#)

[Appendix C: Tire Definitions](#)

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Appendix F: Processor Standards

1.0 Definitions

1.1 Operational Registrant Roles

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

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

Each of these categories of registrants will fulfill unique 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 on 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 processors are not Collectors under the Used Tires Program. They are termed Haulers under the Program. Please read the definition for Haulers provided below for information on this role.

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 Processor under the OTS Plan

Processors play an important role in Ontario's economy and environment, accepting used tires that may have previously gone toward burning and landfilling, and recycling these used tires into a range of tire-derived products that can be used to manufacture products such as automotive parts, home-based products such as floor covering and roofing shakes, water troughs, traffic cone bases, drainage beds and quieter, safer roads. The Program will invest in Ontario's scrap tire Processors, contributing to their growth and economic well-being by providing incentives for selling Tire Derived Products (TDPs).

These incentives will help create a favourable business environment that helps Processors capitalize on the economic growth opportunities created by the Program. Higher-value added products, e.g. finely ground crumb rubber, will receive higher incentives than coarse shred or mulch.

1.4 Incentives to Register as an In-Province Processor with OTS

Registered Processors that meet the Used Tires Program requirements (refer to section 1.5 and 1.6 for additional details) are eligible for the following benefits and incentives:

- Applicable Processing Incentives (see chart below)

In order to encourage the production of higher-value added products, an incentive ranking system will be used for the following product categories, with crumb rubber receiving the highest incentive level:

- Crumb Rubber
- Shred
- Fabricated Products

This list of approved end-uses may be amended by OTS from time to time as new processing options become available in Ontario. Incentives are fixed and will be reviewed annually

- Payment within 35 days of OTS receiving the required proof of sales of Tire-Derived Products (TDP) and a complete Claim (refer to Section 4 for details)
- Business name posted on the OTS website as a registered Processor

1.4.1 Processor Incentive Chart

Processor Incentive Chart – All TDP Sales being sold and claimed after July 1st 2014

OTS Product Type	Material Source	Feedstock (Y/N)	Eligible Product Code (For Claims)	Description	Eligible Rates per Metric Tonne of TDP
TDP1	Off Road	Y	TDP1FF	TDP1, made from Off-the-Road, Feedstock	164.00
TDP1	Off Road	N	TDP1FT	TDP1, made from Off-the-Road, Whole Tires	264.00
TDP1	On Road	Y	N/A	N/A	N/A
TDP1	On Road	N	TDP1NT	TDP1, made from On-the-Road, Whole Tires	230.00
TDP2	Off Road	Y	TDP2FF	TDP2, made from Off-the-Road, Feedstock	125.00
TDP2	Off Road	N	TDP2FT	TDP2, made from Off-the-Road, Whole Tires	225.00
TDP2	On Road	Y	N/A	N/A	N/A
TDP2	On Road	N	TDP2NT	TDP2, made from On-the-Road, Whole Tires	196.00
TDP3	Off Road	Y	TDP3FF	TDP3, made from Off-the-Road, Feedstock	52.00
TDP3	Off Road	N	TDP3FT	TDP3, made from Off-the-Road, Whole Tires	152.00
TDP3	On Road	Y	N/A	N/A	N/A
TDP3	On Road	N	TDP3NT	TDP3, made from On-the-Road, Whole Tires	132.00
TDP4	Off Road	Y	TDP4FF	TDP4, Feedstock produced from OTR Tires and sold to an Ontario Processor (for further processing into TDP 1- TDP 3).RTLediuH.dpuf	100.00
TDP4	On Road	N	TDP4NT	TDP4, made from On-the-Road, Whole Tires	55.00

TDP5 (Must meet the ASTM- D6270-08)	Off Road	N	TDP5FT	TDP5, made from Off-the-Road, Whole Tires	54.00
TDP5 (Must meet the ASTM- D6270-08)	On Road	N	TDP5NT	TDP5, made from On-the-Road, Whole Tires	47.00

Processor Incentive Chart – All TDP Sales being sold and claimed before July 1st 2014

OTS Product Type	Material Source	Feedstock (Y/N)	Eligible Product Code (For Claims)	Description	Eligible Rates per Metric Tonne of TDP
TDP1	Off Road	Y	TDP1FF	TDP1, made from Off-the-Road, Feedstock	175.00
TDP1	Off Road	N	TDP1FT	TDP1, made from Off-the-Road, Whole Tires	337.50
TDP1	On Road	Y	TDP1NF	TDP1, made from On-the-Road, Feedstock	140.00
TDP1	On Road	N	TDP1NT	TDP1, made from On-the-Road, Whole Tires	270.00
TDP2	Off Road	Y	TDP2FF	TDP2, made from Off-the-Road, Feedstock	143.75
TDP2	Off Road	N	TDP2FT	TDP2, made from Off-the-Road, Whole Tires	287.50
TDP2	On Road	Y	TDP2NF	TDP2, made from On-the-Road, Feedstock	115.00
TDP2	On Road	N	TDP2NT	TDP2, made from On-the-Road, Whole Tires	230.00
TDP3	Off Road	Y	TDP3FF	TDP3, made from Off-the-Road, Feedstock	81.25
TDP3	Off Road	N	TDP3FT	TDP3, made from Off-the-Road, Whole Tires	193.75
TDP3	On Road	Y	TDP3NF	TDP3, made from On-the-Road, Feedstock	65.00
TDP3	On Road	N	TDP3NT	TDP3, made from On-the-Road, Whole Tires	155.00
TDP4	Off Road	N	TDP4FT	TDP4, made from Off-the-Road, Whole Tires	81.25

TDP4	On Road	N	TDP4NT	TDP4, made from On-the-Road, Whole Tires	65.00
TDP5	Off Road	N	TDP5FT	TDP5, made from Off-the-Road, Whole Tires	150.00
TDP5	On Road	N	TDP5NT	TDP5, made from On-the-Road, Whole Tires	55.00

Definitions of TDP Categories can be found in Appendix A of this Guidebook, and in the Approved Used Tires Program Plan.

1.5 Requirements of OTS Registered In-Province Processors

Once registered with OTS and the Used Tires Program, Processors are responsible for meeting the following as well as all obligations in their Processor Agreement (please refer to Appendix B of this Guidebook to review the Processor Agreement):

- Register and sign the Processor Agreement with OTS
- Provide proof of sale of Tire Derived Products (TDP's)
- Accept tires from all registered Haulers for no charge where capacity permits (only applies to the types of tires that the Processor is registered to accept, and that meet the requirements of the program (i.e. clean and free of debris)
- Provide proof of end use of the TDPs sold and demonstrating that these materials are being used by their customers in a manner compliant with the diversion objectives of the program. These will be reviewed regularly by OTS
- Comply with Processor Standards, Operating standards and contractual obligations

Note: Processors may charge Haulers a surcharge for non-program tires (tires collected/generated prior to September 1st 2009) or dirty tires etc. For more details on Program tire types please see the Tires definitions located in APPENDIX C of this Guidebook).

1.5.1 Processor Standards

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

1.6 Requirements of OTS Registered Out of Province Processors

OTS has an Ontario First policy (see section 3.1 of this Guidebook for further details) which calls for scrap tire deliveries to Ontario-based Processors only, before any tires are shipped out of Ontario. OTS recognizes that from time to time there may be a need to direct tires out of the province to be processed

in a manner compliant with the program. OTS may register Out of Province Processors if they meet the applicable requirements as laid out for the In-Province Processors. Out of Province Processors may only apply to become registered upon responding to a Request for Proposal (RFP) issued by OTS from time to time, meeting the applicable requirements, and signing the Out of Province Processor addendum to the Processor Agreement.

2.0 Registration

This section provides prospective Processors with an overview of the key components of the registration process. By following the step-by-step instructions provided, potential Processors will be able to identify their role in the Program and submit a Registration request.

OTS reserves the right to request that additional information be submitted in order to process an application. Additional information requested is to be provided to OTS within 1 business day of OTS requesting such information. If 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 Processor registration an applicant must have first reviewed the definition of a Processor as provided by OTS. It is possible to have more than one role under the program (i.e. Processor and Hauler); for multi-role participants, separate application form(s) will need to be completed and submitted for each role.

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

- Ontario Business number (if applicable)
- Business start date
- Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number
- Certificate of Approval Number (for storage of more than 5,000 tires and as a waste receiver site and processing of those tires)
- Name and expiry date of commercial liability insurer
- Worker Health & Safety certification number (WSIB Account number)
- Valid Email Address
- Other relevant permits and worker certifications associated with the processing of used tires, and additional related information including but not limited to:
 - i. Description of methods used to process tires or to manufacture a new product
 - ii. Complete list of all products produced
 - iii. The environmental impacts related to the product's creation or use
- OTS may request additional supporting documentation including (but not limited to) Master Business License, Certificate of Insurance etc.
- Any documents required in accordance with the Processor Standards
- Electronic Funds Transfer (EFT) form along with a copy of a void cheque

Some requirements will vary depending on your municipality and/or business activities. If you have any questions about these requirements, please contact OTS at 1-888-687-2202.

2.2 Processor Registration Process

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

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

- 1) **Online:** Fastest option typically taking 10 business days to process
- 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, you need to have the authority to bind your corporation/business or have been granted the authority to bind your corporation / business.

2.2.1 Online Application

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

- 1) Go to the OTS website at www.RethinkTires.ca. Click the “Sign Up” button in the middle 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, 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. Processor)
- 5) Complete the registration form (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) 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.
- 9) You will be contacted by OTS to advise you as to whether or not your Processor 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 Processor application by fax:

- 1) Download and print your application form(s) by visiting the OTS website at www.RethinkTires.ca. If you are unable to download the forms, contact OTS and hard copies will be provided to you.
- 2) Manually complete the form (see Registration Form for explanations on the fields that need to be completed)
- 3) Once you have completed the form(s), fax them to OTS at 1-866-884-7372
- 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 Processor 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 Processor application by mail:

- 1) Download and print your application form(s) by visiting the OTS website at www.RethinkTires.ca. 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 Processor application was approved or rejected (please see Approval or Rejections of Applications section below)

2.2.4 Processor 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.



Processor Registration Form

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

1 PRINT in black ink.

Business Location Address (This is the physical location where scrap tires are processed according to the terms and conditions of the Used Tires Program)				
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		

1. Complete the **Business Location Address** information. This is the physical location where Haulers transport used tires for processing under the Used Tires program.

Please note: The **Legal Business Name** is the legal name of the business that is registering with OTS and is eligible to claim financial assistance credits for eligible scrap tires processing or manufacturing activities. The **Business Operating Name** is the name under which the company commonly operates 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.

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 numbers should not be on Canada's National Do Not Call List.



Processor Registration Form

General Information

Business Start Date (MMM DD, YY)	Ontario Business Number (please provide if applicable)
Certificate of Approval Number	
Are you planning to, or already registered for, another role in the Program? Check all boxes that apply. <input type="checkbox"/> Hauler <input type="checkbox"/> Steward <input type="checkbox"/> Collector <input type="checkbox"/> Recycled Product Manufacturer <input type="checkbox"/> Processor	
Company Year End (MMM DD, YYYY)	
Name of Commercial Liability Insurer	Expiry Date of Commercial Liability Insurance (MMM DD, YYYY)
Worker Health and Safety Certification (WSIB Registration Number)	
Describe Relevant Permits and Worker Certifications	
GST Registration Number	

We will require a declaration of opening inventory on August 31, 2009 if you have any of the following:

1. Tires in Storage
2. Finished Product Inventory
3. Work in Progress Inventory

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

8. Enter the **Name of Commercial Liability Owner**.

10. Enter the **Worker Health and Safety Certification Number** (9 digit number) or **Work place Safety and Insurance Board (WSIB) registration number** in Ontario (Can be 5 digits or more).

13. Do you have:

- **Tires in Storage?**
- **Finished Product Inventory?**
- **Work in Process Inventory?**

If so, OTS will require a declaration of opening inventory as of end of day August 31, 2009.

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.

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. Enter the **Company Year End**.

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

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

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



Processor
Registration Form

Storage or Processing Location Details

If you operate **1 or more Storage or Processing Locations**, provide the details below.
Please attach an additional sheet if more room is required.

14

Primary Business Address Storage Capacity (in tonnes at your **Primary Business Address** shown above)

Number of Storage or Processing Sites

Maximum Capacity for **all Storage or Processing Sites**

Storage or
Processing
Location
1

City	Province	Postal Code
Storage/Processing Location 1 Capacity (in tonnes (scrap tires))		

Storage or
Processing
Location
2

City	Province	Postal Code
Storage/Processing Location 2 Capacity (in tonnes (scrap tires))		

Storage or
Processing
Location
3

City	Province	Postal Code
Storage/Processing Location 3 Capacity (in tonnes (scrap tires))		

Storage or
Processing
Location
4

City	Province	Postal Code
Storage/Processing Location 4 Capacity (in tonnes (scrap tires))		

Storage or
Processing
Location
5

City	Province	Postal Code
Storage/Processing Location 5 Capacity (in tonnes (scrap tires))		

14. If you operate one or more Storage or Processing Locations, please indicate each location, along with the capacity in number of tires that can be stored at each location.

A **Storage Location** is the address where scrap tires are stockpiled.

A **Processing Location** is the address where scrap tires are processed into end use materials.

Please note: The Primary Business Address Storage Capacity refers to the

capacity of scrap tires, in tons, that can be

accommodated in your primary storage location.

Maximum Capacity for all Storage or Processing Sites refers to the total amount of scrap tires, in tons, that can be accommodated in all locations.

Note: If there are more than five storage or processing locations, please include an additional copy of this page with your application.



Processor Registration Form

15. If you are a Processor, please select **ONE Processor Type** that best describes your primary function.

15

Processor Details (If you are a processor, please provide the following additional information)

Processor Type Please check the **one box** that best applies.

- ☐ Fabrication
- ☐ Crumb Rubber
- ☐ TDA
- ☐ Other - Please specify: _____

16. If you are a Processor, indicate **ALL** Tire Derived Products (TDP), Tire Derived Fuel (TDF), Land Fill Cover and/or other products that your business produces.

16

Products Produced Please check **all** products that apply.

- ☐ TDP1
- ☐ TDP2
- ☐ TDP3
- ☐ TDP4
- ☐ TDP5
- ☐ TDF
- ☐ Land Fill Cover
- ☐ Other - Please specify: _____

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 |
| <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 | <input type="checkbox"/> None |

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

17

17. 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 3321.3inch 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 will be required on August 31, 2009..

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

18

Authorized signature

Print name

Date

19

Position

20

(MMM DD, YYYY)

21. Print **Name** of person who completed this form.

21

Name (form completed by)

Phone (form completed by)

()

22

19. Print **Name** and **Position** of signing authority.

20. Enter today's **Date**.

22. Enter **Phone** number of person who completed this form.

2.2.5 Processor EFT Form

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

All Hauler payments starting will only be paid via EFT. Should OTS not receive your EFT information then all payments outstanding will remain on hold until we receive this information. Should your EFT information change in the future, please ensure to update OTS with this information so that we can update our system.

Example of EFT form below:



EFT Payment Form

As of April 1, 2015 all Collector will only by EFT. To ensure your information is received and updated on our files, please fill out the banking information below, have an authorized signing officer from your company sign off, and attach a copy of a void cheque and return this information to OTS no later than February 1st 2015.

Please return this **FORM** below with a copy of your **VOID CHEQUE** to:

E-mail: scorasanti@rethinktires.ca

OR

Fax: 1-866-884-7372, Attn: Stefanie

OTS Registration Number	_____
Company Legal Name	_____
Name of Bank	_____
Bank Number (3 digits)	_____
Transit Number (5 digits)	_____
Account number	_____
E-mail address to send payment details	_____

Name & Title of Authorized Signing Officer
from your company

Authorized Signature

2.3 Application Approvals & Rejections

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

If an application is approved, the participant will be 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 for purposes of the 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 Out of Province Processor Addendum

From time to time OTS may issue a Request for Proposal (RFP) to allow Out of Province Processors to register with the Program to act as receptors for used tires that cannot be processed in Ontario due to capacity shortfalls. Responding Processors will be provided with an additional contract to complete that is specific to Processors located out of the Province. Additional information can be obtained by contacting OTS at 1-888-687-2202.

2.5 Adding an Authorized User to an Account

Certain information regarding a registered Processors account may only be divulged to the contact person OTS has on file. Additional users may be added using the applicable procedure below:

2.5.1 Adding an Additional Company Contact

To add an additional company contact, the current contact or person who signed the Agreement on file for the registered Processor 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

These details will be added to your OTS account by OTS.

2.6 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 Processor application:

- Changes to Legal Business Name (including those resulting from a company purchase or takeover)
- Businesses that have been purchased or 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 person who signed the original agreement with OTS may request that the file information be updated by contacting OTS via email at info@RethinkTires.ca or by phone at 1-888-677-2202. Confirmation will be given by OTS once the updates have been made.

2.6.1 Company Acquisitions

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

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 Receiving Tires

In accordance with the Processor Agreement, Registered Processors are required to accept all suitable used program tires (clean, off the rim and free of debris etc.) within the tire categories indicated on the Processors approved registration from all registered Haulers when they have capacity to accept those tires. For example if a Processor indicates that they can receive and process MT tires, they must accept all suitable tires that are contained within that tire category as per the Used Tires Program Plan from registered Haulers when the Processor has capacity to process those tires. Processors that require a subset of tires within a category can negotiate deliveries with Haulers (refer to section 3.7 of this Guidebook for further details).

Processors may seek to distinguish the types of tires they wish to accept within a category (e.g accepting only radial MTs, rejecting bias-ply MTs). Within the Program Plan and the OTS Ontario-first policy OTS does not recognize these distinctions. Processors seeking deliveries of these types of “custom loads” may contract directly with a Hauler, and the Hauler may charge for this service.

The process of receiving tires is consistent for both In-Province and Out-of Province Processors.

3.1 Ontario First Policy

OTS has an Ontario First policy which calls for scrap tire deliveries to Ontario-based Processors, to ensure they get the tire supply needed before any tires are shipped 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.

3.1.1 Surplus Tires

In the event that there is no “open” or available processing capacity within the Province, OTS may authorize shipments of used tires to go to approved Out of Province Processors. Processors should note that there can be one of two types of authorized out of province shipments; Adhoc shipments and Guaranteed Supply Shipments.

3.1.1.1 Adhoc Deliveries

Out of Province Processors may receive “Adhoc” loads of tires. These tire deliveries will have been previously authorized by OTS and will have an authorization code (provided to the Hauler) that will be located on the Processor Tire Receipt (PTR) form completed at the time of delivery; refer to section 3.3 of this Guidebook for further details on completing a PTR form.

Processors who are receiving loads from Registered Haulers that do not have an accompanying Authorization Code which are outside of their Guaranteed Supply contracts (if applicable), should notify OTS of the shipment by contacting Info@RethinkTires.ca.

3.1.1.2 Guaranteed Supply Deliveries

From time to time OTS will put out a Request for Proposal for Out of Province Processors to bid to accept a Guaranteed Supply of tires to be processed in accordance with their Processor Agreements. The guaranteed supply volumes will be negotiated with the successful Processors on a monthly basis and will be based on projected surpluses of scrap tires due to a lack of Ontario processing capacity. Deliveries of guaranteed supply tires will be taken to the Processors by Haulers who successfully responded to Hauler Surplus RFPs. Guaranteed supply deliveries, must be documented on a PTR form, however there will not be an authorization code on the form.

Processors are responsible for ensuring that they do not exceed their Guaranteed Supply contracted volumes in a given month (after the guaranteed supply volume is met, incoming deliveries must fall under the Adhoc category and be accompanied by OTS authorization numbers).

3.2 Receiving Tires from Unregistered Haulers

Processors may receive tires from unregistered Haulers; however the Tire Derived Products produced from processing those tires are not eligible for any incentives under the Program. Inventory received from unregistered sources is not to be reported to OTS and must be documented separately by the Processor and be available for OTS review during an audit.

3.3 Receiving Tires from Registered Haulers

Tire Derived Products from tires received by a registered Processor from registered Ontario Haulers are eligible for Processing Incentives (subject to the successful submission of a Processor Claim, refer to Section 4.0 of this Guidebook for further details) under the Program. Processors can find a listing of registered Haulers on the OTS website at www.RethinkTires.ca.

Processors are responsible for forming their own business relationships with Haulers to acquire needed supplies of scrap tires.

Upon receiving tires from a registered Hauler, the inbound trailer must be weigh scaled at a government certified scale within a three kilometer radius of the processing facility. Hand written scale readings will not be accepted by OTS. Scales used must be certified for commerce. Processor Claims submitted without scale tickets that comply with these requirements may be rejected by OTS.

Processors receiving used tires from a registered Hauler will be required to jointly complete a Processor Tire Receipt (PTR) form at the time of delivery of a load of used tires.

3.3.1 Completing a 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 portion of the form, and enter the scale information obtained from the weights of the incoming delivery.

The Processor must provide the Hauler with a copy of the original scale ticket as well as retain a copy for their records.

NOTE: The date on the scale ticket must be the same date as that on 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.

3.3.2 Completing a PTR Form Help

NOTE: 8 digit form number required for Processor Claim

PTR 78901234

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

DATE DELIVERED: DD / 1

1) Enter the Date of the Delivery (must match scale ticket date)

2) The Hauler completes Part 1 of the form.

Authorization codes will be listed for approved Redirected loads, or loads sent out of province (with the exception of Guaranteed Supply Loads); further details can be found in section 3.1.1 of this Guidebook.

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

Registration Number _____

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 _____

5. Small OTR Tires _____

6. Medium OTR Tires _____

7. Large OTR Tires _____

8. Giant OTR Tires _____

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

SCALE TICKET # _____

SCALE TICKET WEIGHT (KG) _____

Ensure to submit original scale ticket

5) Enter the Scale Ticket number and weight. Provide the Hauler with a copy of the original scale ticket, and retain a copy for claims purposes as well as your records.

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

Registration Number _____

Company Name _____

Contact Telephone # () _____

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

Signature of Processor representative _____

Print Name _____

6B

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 must 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

2.

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.

3.3.3 TreadMarks Mobile

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

TreadMarks Mobile captures all the components of a form electronically, including supporting documentation. This system transmits your forms (transactions) to OTS over a WiFi Internet connection and all transaction can be found on your online username on 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 at some point within a PTR transaction.

Example of how a OTS Processor QR code looks:



Each Processor will receive a QR code, which needs to be placed in a visible location at the scale house.

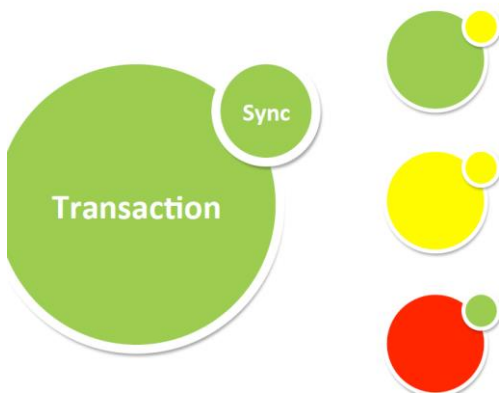
Example of how a OTS Hauler QR code badge looks:



Each driver/truck will receive a QR code badge. The mobile device can not be operated without a QR code. OTS suggest 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.

3.3.4 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 () _____

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.

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	_____

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) ✓

Confirm, Sign, Submit >

3.3.4.1 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	_____

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

1 2 3
4 5 6
7 8 9
DONE 0 <X>

3.3.5 Reviewing and Completing a Processor Tire Receipt Form (PTR) on the Mobile Device

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 mobile transaction:

- Date Delivered
- Authorization Number (only applicable to Redirect loads and Adhoc Loads)
- Signs and prints name of Hauler representative

The Processor completes Part 2 of the form:

- Signature

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

The Processor must provide the Hauler with a copy of the original scale ticket as well as retain a copy for their records.

NOTE: The date on the scale ticket must be the same date as that on 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.

3.4 Processor to Processor Inventory Transfer

From time to time, Processors may need to transfer whole tires from their facility to another Processors facility. These transfers may be facilitated by Haulers. No Transportation Incentive (TI) will be paid on these types of inventory transfers and therefore the Hauler may choose to charge a fee to the Processor(s) associated with the transfer. UCR forms are not to be used for tires coming from a Processor site. Effective February 1st 2012, transactions between Haulers and Processors documented on UCR forms may result in an amount assessed to the Processor in accordance with the Reuse section of this guidebook.

Tires that are in the Processors inventory that are being removed and transferred to another Processor require a Processor to Processor Inventory Transfer form (PIT) to be completed.

The transferring and receiving Processor will need to jointly complete the PIT form. Please note that a scale weight is required on the outbound and inbound shipment.

The PIT form will be included in/with both Processors claim for the month in which the transfer occurred; one as the receiving Processor (i.e. adding inventory) and one as the transferring Processor (removing inventory and in some cases generating payment when the transfer is part of an eligible sale of TDP5 materials).

Only one material type can be transferred per PIT form (i.e. TDP 5 must be on a separate PIT form then whole tires sent to the same Processor). Transfers of TDP 5 between two Processors (i.e. back and forth) are not permitted.

3.4.1 Completing a PIT Form for a Processor to Processor Tire Transfer

The Processor wishing to transfer whole tires out of their facility will complete Part 1 of the form while the Processor receiving the tires will complete Part 2 of the form.

The Transferring Processor is to complete Part 1:

- Processors Registration number (entered in the "Registration Number field)
- Processor Company Name
- Processor Contact Telephone Number
- Date of Transferred
- Scale ticket and weight

The Receiving Processor Completes Part 2:

- Processor Registration Number
- Processor Company Name
- Processor Contact Telephone Number

Both Processors jointly complete the material type and weight section of the PIT. Upon completion, both parties need to sign the PIT.

The transferring and receiving Processors must keep the copies of the form that correspond to their role in the transaction and will submit one of those copies to OTS as part of their hardcopy submission.

NOTE: When transferring whole tires the transferring Processor must note the quantities of tires being transferred on the form as well (preferably next to the scale ticket number) i.e. PLT20; MT; 46 etc. When transferring partial tires please indicate the type of tire (i.e. on-road PLT)

3.4.2 Completing a PIT Form Help

NOTE: 8 Digit required for submitting Processor Claim

PIT 34567890

1) Enter the Date of the Transfer

OTS **PROCESSOR INVENTORY TRANSFER FORM**
All Fields are mandatory on this form.
P&S if required. One TDP Type per form only.

DATE OF TRANSFER: DD / MM /

PART 1: PROCESSOR TRANSFERRING MATERIAL OUT OF INVENTORY *Retain a copy for the purpose of inventory reporting.*

2) The transferring Processor is to complete Part 1 with their Registration Number provided to them by OTS upon successful registration and Postal Code as provided to OTS at the time of registration.

Registration Number _____

Company Name _____

Contact Telephone # _____

2

I certify that this material was received from a registered Ontario Hauler through the Ontario Tire Stewardship program and is eligible for Processing Incentive.

Signature of Processor representative _____

Print Name _____ 5A

MATERIAL TYPES:
DEFINITIONS AVAILABLE AT www.ontarioTSC.ca

Quantity (tonnes)

TDP5NT (Feedstock, On-the-Road Tires) _____

TDP5FT (Feedstock, Off-the-Road Tires) _____

TDP5NP (Partial On-The-Road Tires) _____

TDP6FP (Partial Off-The-Road Tires) _____

TDP7NT (Whole On-The-Road Tires) _____

TDP7FT (Whole Off-The-Road Tires) _____

Scale Ticket Number _____

Invoice Number (if applicable) _____

4) Both Processors jointly enter the quantity of material being transferred (in metric tonnes). ONE TDP type per PIT form

PART 2: PROCESSOR RECEIVING TIRES INTO INVENTORY *Ensure you retain your copies for the purpose of inventory reporting.*

3) Receiving Processor is to complete Part 2 with their registration number, company name and contact telephone number

Registration Number _____

Company Name _____

Contact Telephone # () _____

I certify receiving the quantity of material noted above.

Signature of Processor _____

Print Name _____ 5B

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

White - OTS FOR PROCESSOR TRANSFERRING INVENTORY CLAIM
Yellow - PROCESSOR TRANSFERRING INVENTORY
Pink - OTS FOR PROCESSOR RECEIVING INVENTORY CLAIM
Goldenrod - PROCESSOR RECEIVING INVENTORY

OTS FOR PROCESSOR T

Note: The Transferring Processor will retain the White and Yellow copy for their records and submission to OTS. The pink and golden rod copies are to be retained by the receiving Processor for their records and submission to OTS.

3.6 Making Changes to PIT or PTR Forms

Any change that is made to a UCR (used for Transferring tires from a Processor to a Hauler/Processor) or a PTR form must be initialed. Any form submitted to OTS that contains changes that have not been initialed, will not be processed and will be sent back to the Processor.

3.7 Processors Requesting Custom Sorting/Loads

Processors who wish to receive only certain types of tires within a specific tire category (tire category as defined by OTS and in the Approved Used Tires Program Plan) may attempt to negotiate their needs with registered Haulers. Haulers may choose to charge additional sorting fees to the Processors for any custom loads that they collect/build for a specific Processor (where the required sorting is above what is required by OTS). OTS requires Haulers to sort to the tire types/categories as defined in the Used Tires Program Plan (refer to Appendix C for tire definitions) any further sorting would be outside of the program.

As an alternative Processors could accept all tires within the category, and then arrange a Processor to Hauler/Processor transfer to move the unwanted tires out of their inventory (refer to section 3.4 and 3.5 above).

3.8 Adjustments to Inventory & Claims

From time to time OTS may request that Processors submit yard counts in order to true up the yard count on site to the inventory as reported to OTS. Processors 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. Mandatory yard counts will be requested at least twice a year.

In the event that a Processor 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:

- Processor 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 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.

3.8.1 Adjustments Due to Weight Variances

Effective February 1st 2012, 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.

4.0 Processing Incentives

Organizations that choose to register with OTS and adhere to the Terms & Conditions contained in the registered Processor Agreement may be eligible for payment of a Processing Incentive (PI) on every tonne of eligible TDP they process and sell to an approved end-use.

The Used Tires Program Plan currently contains a schedule of Processing Incentives (PI) that provides greater subsidies to processes that result in higher-value Tire-Derived Products (TDP) (a full explanation and list of these Processing Incentives can be found in the Used Tire Program Plan).

The TDP definitions contained in the Plan set minimum thresholds for eligibility for applicable PIs. TDPs not meeting the minimum definitions will receive the next lower PI. For example a 12 Mesh sized product will receive the 8 mesh PI as the particle size exceeds the threshold for the TDP 1 category, 20 mesh.

In order to receive the applicable PI the Processor must file a PI Claim report on a monthly basis with OTS in the form specified by OTS. This Claim report must be submitted in full within 60 days of the end of the monthly reporting period in order to be paid by OTS. Claims submitted after the close of the 60 day reporting period or that are not received as complete by OTS may be rejected by OTS.

OTS reserves the right to request that additional information be submitted in order to process a claim. The Processor will be given a time frame in which to provide this information in the format requested, to OTS. If the additional information is not received, the claim may be rejected, in whole or by part by OTS.

Out of Province Processors are paid in accordance with the terms and conditions in their negotiated contracts and are required to submit claims in the same manner as In Province Processors.

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

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).

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

To view the detailed rates for each DZM zone and Northern premiums visit the following link:
<http://rethinktires.ca/program-participants/processor/incentives-for-processors>

4.1 Eligible End Uses

In the Program Request Letter of August 14, 2008 the Ontario Minister of the Environment, laid out specific requirements for program participants and for OTS. One of these was that:

“The Program should place a priority on the diversion of used tires into higher end uses whenever possible, based on the principle of the 3Rs [reduction, reuse (i.e. retreading where feasible) and recycling]. Landfilling, the use of tires as daily cover at landfills, or incineration, shall not be part of the program unless the 3Rs options are not available or not technically feasible.”

The Program Request Letter also states:

“The program should also seek to foster the development of green technology and a green economy in its effort to develop and promote an Ontario-based market for recycling and recycled products that can be made from scrap tires.”

The Used Tires Program Plan currently outlines approved end uses, including processing scrap tires at approved facilities and re-using or re-treading tires. In consultation with the affected industry OTS has established a set of Processing and Manufacturing Incentives (PI and MI) that are intended to drive the higher value-added use of TDPs. OTS will undertake an annual review of these Incentives to assess their effectiveness in achieving the policy outcomes requested by the Minister and may review the rates as

necessary. Any changes to the rates will be undertaken in consultation with the affected industry stakeholders and as approved by the WDO.

4.1.1 Clarification on Retreading Activities (Buffing's)

Buffing materials from retreading operations are not deemed to be part of the Ontario Used Tires Program and are not eligible for incentives (no Processing Incentives or Manufacturing Incentives are associated with these materials). Processors who buff a used tire and send/sell the casing to a retreading operation are not eligible to claim Processing Incentives on the buffing material produced from that tire. Manufacturers receiving buffing from retreading operations, or from Processors who have buffed a tire and sent/sold the casing to a retreader are not able to claim that material as eligible inventory received and therefore do not receive Manufacturing Incentives on product produced using buffing's.

4.1.2 Processor Reuse/Retreading Sales

Processors are permitted to cull tires delivered to their facility by registered Haulers to determine if any may be suitable for reuse/retreading. In the event that a Processor chooses to sell or transfer tires to a reuse or retreading application they must report that sale/transfer on their disposition of residuals tab in their Processor claim and provide supporting documentation regarding the final destination of the reuse/retreaded tire.

In order to be consistent with the OTS policy position regarding the application of incentives to tires culled for reuse, that OTS will pay the costs of collection and sorting of tires destined for reuse, but not for transportation, and as a result of certain market trends that run counter to this policy position OTS has adjusted the procedure for paying these identified costs on tires destined for reuse. Effective February 1st 2012 to September 30th 2013 tires sent to a reuse or retreading application following delivery to a Processor (where the tires have been received by a Processor on a PTR form) will result in a deduction from the Processors PI claim. The amount of this deduction will be equivalent to the average TI value per PTE culled for reuse. For the purpose of determining this deduction the average TI value is set at \$1.50 / PTE as of February 1 2012. For every PTE sold to reuse/retreading by a Processor \$1.50 would be removed from their PI (any overall negative amount would result in an amount owing to OTS). Processors must continue to report these tires on the disposition of residuals tab.

Example: Processor culls 5 PLTs; PI earned of \$100.00 in a given claim period:
PI amount = \$100.00
TI deduction = $\$1.50 \times 5 = \7.50
Total Incentive Paid = \$92.50

Processors who have been found to have under reported sales/transfers/deliveries of tires to reuse or retreading applications will be assessed an amount (in addition to the amount that would have otherwise been deducted from the Processors PI etc.) equal to the number of PTEs that are found to have been underreported multiplied by the average TI value

Example: Processor fails to report the reuse of 5PLTs; results in an amount that will be assessed against the Processor of:

TI deduction= $\$1.50 \times 5 = \7.50
Additional assessment for under reporting = $\$1.50 \times 5 = \7.50
Total deduction (or amount owing to OTS) = \$15.00

Effective as of October 1st 2013 to September 30th 2014 reuse culled rates per Processor varied depending on the individual Processor. Rates were determined and communicated to each individual processor.

Effective October 1st 2014 to present reuse culled rates are determined based on the DZM TI-PI rates per zone. Rates are subject to change quarterly, however the rates that are applied are based to a current a claim are the rates for that specific period.

Note that UCR forms are not to be used in the event that tires are being picked up from a registered Processor and transferred to another Processor, PIT forms are to be used. Effective February 1st 2012, transactions documented on UCR forms originating from a registered Processor will be treated in the same manner as tires sent for reuse (i.e. Processors must document and report them on the disposition of residuals tab and will result in an amount being deducted from the Processor Incentive equal to the average TI value of \$1.50 multiplied by the number of PTEs reported on the UCR.)

4.2 End Uses Not Contained in the Approved Used Tires Program Plan

The Processing Incentives currently contained in the Used Tires Program Plan reflect the reality of scrap-tire processing in the Province of Ontario during Plan development, and are therefore inclusive only of processing options that were available in the province at that time. OTS recognizes that the scrap tire processing industry will continue to grow and evolve, and that this may result in new processes not currently covered in the Used Tires Program Plan being undertaken in the market.

OTS recognizes that there are numerous recycling technologies for scrap tires in varying stages of development. Some of these do not have established commercial track records or markets so the development of incentives to include in the plan is premature at this time. This may change however, and OTS will continually seek to engage with developers of these new technologies and to develop incentives that would support the commercialization of these new processes. OTS support would be contingent on the technology contributing to the achievement of the program's diversion objectives.

Proponents of new processing technologies and processes in Ontario should contact OTS at info@RethinkTires.ca. OTS will seek to engage with proponents and if the process is found to be consistent with the diversion objectives of the Used Tires Program Plan OTS will work with the proponent to establish incentives that the program may incorporate and the Terms & Conditions under which these would apply.

4.3 Definition of an “Eligible” Sale

Definition of an “Eligible Sale”

The following defines an “eligible sale” for the purposes of claiming financial incentives (*Eligible Sale* and *Arm's-Length Transaction* have been derived from an interpretation of definitions contained in the Income Tax Act.)

ELIGIBLE SALE: An “arm's-length transaction” for which the required “proof of sale” is rendered to the OTS program. The burden will be on the incentive claimant to prove by the facts of a situation that a transaction was at arm's-length. If the incentive claimant fails to meet this onus, the transaction will be considered *not* at arm's length and consequently may not qualify for the financial incentive.

Arm's-Length Transaction: *Related persons or companies are deemed **not** to be dealing with each other at arm's length.* Related persons are generally those connected by blood, marriage or adoption. Related companies include those in which one company owns a significant interest in the other, or where a shareholder of one company owns a significant interest in the other company. The determination of whether an interest is "significant" will be at the discretion of OTS, and reasonableness will be the key. (*Company/shareholder* may be replaced with *partnership/partner*, for purposes of this definition.)

4.3.1 Tires 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.

4.3.2 Re-use/Culled Tires after Delivery

Processors who received tires on a PTR form and wish to reuse/cull certain tires from their inventory are required to declare the sold tires as part of their Disposition of Residuals(available on the drop down menu called "Reuse Tires"). OTS will adjust the processors payment accordingly. Processor must keep record of all sold reuse/cull tires for OTS purposes.

4.4 Reporting Schedule

Processors must submit their claims monthly (see examples 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.

Beginning the reporting month of January 2012, Processors will have 60 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.

Examples of Reporting Periods from January 2012 and Forward:

Reporting Data Period	Reporting Deadline
January 1 to January 31	March 31
February 1 to February 29	April 30
March 1 to March 31	May 31
April 1 to April 30	June 30
May 1 to May 31	July 31
June 1 to June 30	August 31
July 1 to July 31	September 30
August 1 to August 31	October 31
September 1 to September 30	November 30
October 1 to October 31	December 31
November 1 to November 30	January 31
December 1 to December 31	February 28
January 1 to January 31	March 31
February 1 to February 28	April 30

The above chart is not inclusive of all filing periods and is to be used to illustrate examples of filing periods for January 2012 and forward.

4.5 Filing a Processor Claim

The following is a guide on how to file and submit a Processor 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 refer to Appendix E of this Guidebook. The following procedures may change from time to time. Please note that effective for the April 2012 period and forward, Processors 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 Processor does not have information to be entered on a specific page, it is to be left blank.

Processor 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.

4.5.1 Logging On to the Website and Creating a Processor Claim

Processor 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 Processor registration number and click “Proceed”
- 5) From the right hand menu option choose “Online Processor Claim”
- 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)
- 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.

4.5.2 Completing the Processor Information Page

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

Completing the Processor Information Page:

- 1) Verify all pre-populated information (Processor 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

4.5.2.1 Additional Information Required from Out of Province Processor

Out of Province Processors are required to review the additional pre-populated information that appears on their Processor Information Page including rates for incoming tires etc. If an error is discovered on this page, contact OTS immediately.

4.5.3 Inventory Received from Haulers Page

The Inventory Received from Haulers page is where the inventory received from registered Haulers is entered. The information contained on PTR forms is reported on this page. The data from one form is to be entered and submitted, followed by subsequent forms as applicable.

To access this page choose the “Inventory Received from Registered 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 of the PTR form being entered
- 2) Enter the Hauler registration number (as per the PTR) (the Hauler name will automatically populate based on the registration number entered, double check to ensure the name is correct)
- 3) Enter the PTR Form number, located on the upper right hand side of the PTR form; should be 8 Digits long beginning with a 7, no spaces or symbols
- 4) Enter the scale ticket information and scale weight in the appropriate fields (as per the PTR and scale ticket)
- 5) Complete the Tire Count fields as they appear on the PTR being entered
- 6) Click “Add Form” to save the data
- 7) Once the data has been saved, a confirmation message will be populated
- 8) Continue entering all PTR forms for the period being entered in the same manner
- 9) When entering PTRs with common data (i.e. same date or same Hauler) 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 Inventory Received”. From here the Processor 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.

4.5.3.1 Inventory Received from Haulers – View Entered Forms Page

Processors wishing to view PTR 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 PTR forms entered (in read only mode) allow the Processor to filter data and export the data to an excel format for their internal use.

4.5.4 Completing the Summary of Product Sales Page

The Product Sales reports information on the types of products sold. Information regarding the sale of eligible TDP (typically found on the invoice produced) will be entered on this page including purchasers name, eligible product type, weight of product etc.

To access the Product Sales entry pages, choose “Summary of Product Sales” from the drop down menu on the top of the claim.

Completing the Product Sales Page:

- 1) From the drop down menu on the page, select the sales date (date that the eligible sale took place typically the date of the invoice)
- 2) Choose the eligible product code associated with the product sold from the drop down menu (the TDP description will automatically populate)
- 3) Choose the product destination from the drop down menu (if “Other” enter the country name in the field that will appear”
- 4) Enter the Invoice Number, Purchasers Name, Scale Ticket number and Scale weight in tones (as per the invoice) in the fields as applicable, Note: the weight of rubber within the product

only, other materials such as; fiber and steel must be reported under the “Disposition or Residual” tab

- 5) Review the data entered and if accurate click “Add Sales Invoice”
- 6) Once the data has been saved, a confirmation message will be populated
- 7) Continue entering all invoices for the period being entered in the same manner
- 8) When entering invoices with common data (i.e. same date or same purchaser) 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 Products Sold”. From here the Processor can click to edit or delete a sales invoices that was entered, click on the invoice to view details of the entry (read only) and filter the data to view only invoices meeting the specified criteria.

4.5.4.1 Summary of Products Sold – View Sales Invoices

Processors wishing to view sales invoices entered and/or export the data to an excel format can choose the “Summary of Products Sold – View Sales Invoices” option from the drop down menu.

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

4.5.5 Completing the Disposition of Residuals Pages

The Disposition of Residuals page is used to document two things; disposition of waste materials or recycling of materials resulting from the direct processing of tires (i.e. fibre, wire etc) and the transfer of whole or partial tires from a Processor to a Hauler or Processor transfer (refer to section 3.4 and 3.5 of this Guidebook for details on whole and partial tire transfers).

To access this page, choose the “Disposition of Residuals” option from the drop down menu of the overall claim.

Note that material transferred to a Processor via a Processor to Processor transfer form is NOT to be entered on the disposition of residuals tab, please refer to the Inventory Transferred to Ontario Processors section of the claims process.

4.5.5.1 Completing the Disposition of Residuals Tab for Waste Materials

Completing the Disposition of Residuals Page:

- 1) From the drop down menu enter the disposition of residual date (as per the invoice etc.)
- 2) Choose the Disposition Reason from the drop down menu
- 3) Choose the material type being disposed of from the drop down menu
- 4) Enter the name and address of the disposal site
- 5) Enter the scale ticket and scale weight information (in Metric Tonnes)
- 6) Review the data entered and if accurate click “Add Form”
- 7) Once the data has been saved, a confirmation message will be populated
- 8) Continue entering all invoices for the period being entered in the same manner

- 9) When entering invoices 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 Disposition of Residuals”. From here the Processor can click to edit or delete a disposition invoices that was entered, click on the invoice to view details of the entry (read only) and filter the data to view only invoices meeting the specified criteria.

4.5.5.2 Completing the Disposition of Residuals for Tires Sent to Reuse

When completing the disposition of residuals page for tires that were sent to reuse/retreading complete the disposition of residuals information in the same manner as above however in the scale ticket number field enter the type and quantity of tires being transferred or sold to a reuse market as well as the invoice or bill of lading number.

For example:

Scale ticket: 55677

Invoice Number: 123445 (or bill of lading number)

Transferred 20PLT, 50 MT 1 SMOTR

Enter: 55677; 123445; PLT20; MT50; SMOTR1

For sales of used tires, copies of the invoices must be provided as part of the hardcopy paper work submitted to OTS to support the Disposition of Residuals page.

4.5.5.2 Disposition of Residuals – View Entered Disposition Invoices

Processors wishing to view disposition of residual invoices entered and/or export the data to an excel format can choose the “Disposition of Residual – View Entered Disposition Invoices” option from the drop down menu.

This screen will display all disposition of residual invoices entered (in read only mode) allow the Processor to filter data and export the data to an excel format for their internal use.

4.5.6 Inventory Received from Registered Ontario Processors

The Inventory Received from Registered Ontario Processors page is where information from a Processor to Processor transfer for the RECEIVING processor is documented. This tracks incoming inventory received from registered Ontario Processors and is where information from PIT forms are reported.

To access the page choose "Inventory Received from Registered Processors" from the drop down menu from the claim.

Completing the Inventory Received from Registered Ontario Processors Page:

- 1) From the drop down menu enter the date the material was received (as per the PIT form)
- 2) Enter the transferring Processor Registration number
- 3) Enter the PIT form Number
- 4) From the drop down menu select the type of material transferred (the description will be automatically populated based on the selection made)
- 5) Enter the scale ticket number and scale weight (as per the PIT) in metric tones
- 6) Review the data entered and if accurate click "Add Form"
- 7) Once the data has been saved, a confirmation message will be populated
- 8) Continue entering all PIT forms for the period being entered in the same manner
- 9) When entering forms with common data (i.e. same date or same Processor) 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 Inventory Transferred to Processors". From here the Processor can click to edit or delete a PIT form that was entered, click on the invoice to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

4.5.6.1 Inventory Received from Ontario Processors – View Entered Forms

Processors wishing to view PIT forms entered and/or export the data to an excel format can choose the "Inventory Received from Ontario Processors – View Entered Forms" option from the drop down menu.

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

4.5.7 Inventory Transferred To Registered Ontario Processors

The Inventory Transferred to Registered Ontario Processors page is where information from a Processor to Processor transfer for the Transferring Processor is documented. This tracks outgoing inventory transferred to a registered Ontario Processors as well as calculates applicable payment if the transfer is a result of an eligible sale of TDP5 only. This page is where information from PIT forms are reported.

To access the page choose "Inventory Transferred to Processors" from the drop down menu from the claim.

Completing the Inventory Transferred to Registered Ontario Processors Page:

- 1) From the drop down menu enter the date the material was transferred (as per the PIT form)
- 2) Enter the transferring Receiving Processors Registration number

- 3) Enter the PIT form Number
- 4) From the drop down menu select the type of material transferred (the description will be automatically populated based on the selection made)
- 5) Enter the scale ticket number and scale weight (as per the PIT) in metric tonnes NOTE: when transferring whole tires indicate the type and quantity in the scale ticket field following the scale ticket number EXAMPLE: Scale Ticket 448; PLT 40; MT 68;
- 6) Review the data entered and if accurate click "Add Form"
- 7) Once the data has been saved, a confirmation message will be populated
- 8) Continue entering all PIT forms for the period being entered in the same manner
- 9) When forms with common data (i.e. same date or same Processor) 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 Inventory Transferred to Processors" From here the Processor can click to edit or delete a PIT form that was entered, click on the invoice to view details of the entry (read only) and filter the data to view only forms meeting the specified criteria.

4.5.7.1 Inventory Transferred to Ontario Processors – View Entered Forms

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

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

4.5.7.2 PIT- Transfer Rates

As of January 21st, 2015, Processors claims will have a few new selections in the PIT drop down menu (See image below). These PIT selections are to be used in your January 2015 and future claim periods accordingly.

Here are some of the new items in the PIT Transfer selections in the drop down menu and how to use them.

- **TDP4FF** – Processor "A" transfers TDP4 Feedstock to Processor "B". Processor "B" either sells TDP4FF or breaks down the TDP4FF into TDP1FF, TDP2FF or a TDP3FF. Final Product is sold as **Feedstock**
- **TDP4FF (No PI Claimed)** - Processor "A" transfers TDP4 Feedstock to Processor "B". Processor "B" breaks down to either a TDP1FT, TDP1NT, TDP2FT, TDP2NT, TDP3FT,)
- **Transfer-Fiber Rubber** – Fiber with Rubber sent to Processor 4000050 for extraction. Contact OTS regarding the requirements for this Process.
- **TDP1 On Road Transfer- Rubber from Fiber** – Processor 4000050 returning the Rubber from the Fiber which you sent. Contact OTS regarding the requirements for this Process.
- **TDP2 On Road Transfer- Rubber from Fiber** - Processor 4000050 returning the Rubber from the Fiber which you sent. Contact OTS regarding the requirements for this Process.

- **TDP3 On Road Transfer- Rubber from Fiber** - Processor 4000050 returning the Rubber from the Fiber which you sent. Contact OTS regarding the requirements for this Process.

Product Type:

- choose one -

TDP5FT
TDP5NT
TDP6NP
TDP6FP
TDP7NT
TDP7FT
TDP4FF
Transfer-Fiber Rubber
TDP1 On Road Transfer- Rubber from Fiber
TDP2 On Road Transfer- Rubber from Fiber
TDP3 On Road Transfer- Rubber from Fiber
TDP4FF (No PI Claimed)

4.5.8 Processor Claims Summary Page (& Electronic Claims Submission)

The Claims Summary page calculates an estimate of the eligible payment from OTS to the Processor, based on the information entered into all pages of the online submission. In Province Processors are paid based on Product Sales and the type of product produced from eligible ON tires. Out of Province Processors are paid based on the terms and conditions of their agreement with OTS.

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.
- 5) Print 2 copies of the Summary page (one for records and one to be sent to OTS with accompanying hardcopies)

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

4.5.9 Reporting "Zero Activity"

Processors may have a given month where they conduct no reportable activity under the Ontario Tire Stewardship plan. Having no reportable activity means that the Processor did not receive tires (or eligible feedstock) from any registered Ontario source or sell any eligible product in a given month. In

such cases the Processor must still report that they had no reportable activity to OTS by submitting a zero activity (blank electronic submission) along with a completed hardcopy 'Zero Activity Form' to OTS.

4.5.9.1 Submitting a Zero Activity Electronic Submission

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

Refer to the sections above for information on how to access the electronic submission, complete the Processor Information Page and submit the electronic claim to OTS.

In the event that the electronic submission form is no longer available (may be an issue if reporting zero activity for "closed" claim periods) please contact for direction at info@RethinkTires.ca

4.5.9.2 Submitting a Processor Zero Activity Form

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

Completing the Processor Zero Activity Form:

- 1) Go to the OTS website at www.RethinkTires.ca
- 2) Under the Roles & Operations tab choose the "Processor" link
- 3) Under the Hauler page, scroll down and click on the "Processor Zero Activity Form" and print off the form
- 4) Enter the Processor Name
- 5) Enter the Processor Registration Number
- 6) Enter the name of the person completing the form on behalf of the Processor
- 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 Processors location)

For additional information on completing the Processor Zero Activity Form, please refer to section 4.5.7.3

4.5.9.3 Completing a Processor Zero Activity Form Help



OTS Processor Zero Activity Form

The diagram illustrates the steps to complete the OTS Processor Zero Activity Form. It features a central form layout with six numbered callouts (1-6) in orange circles, each pointing to a specific field or section. Callout 1 points to the 'Processor Name' field. Callout 2 points to the 'Processor Registration Number' field. Callout 3 points to the 'Contact Name' field. Callout 4 points to the 'Contact Phone Number' field. Callout 5 points to the 'Reporting Period' section, which includes 'Month' and 'Year' sub-fields. Callout 6 points to the signature line. To the left of the form, there are five yellow rectangular boxes with black borders, each containing a numbered instruction corresponding to the callouts. Below the signature line, there is a table with three columns: 'NAME', 'SIGNATURE', and 'DATE SIGNED'. At the bottom of the form, there is a large yellow rectangular box with a black border containing a final instruction.

1) Enter Processor Name

2) Enter Processor Registration Number

3) Enter Name of Processor Contact

4) Enter Contact Phone Number

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

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.

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

NAME	SIGNATURE	DATE SIGNED

4.5.9.4 Reporting “Processor Yard Count Forms”

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

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

- Processor Yard count inventory totals includes;
 - Tires that have been received on a completed PTR but have not been processed.
 - Tires have been processed into shred and/or TDP which have not yet been reported to OTS as sold product in that given claim month for the yard count month in question.
 - Any residual materials including but not limited to steel and fibre which have not yet been reported to OTS in that given claim month for the yard count month in question
- Processor Yard Count Inventory total includes all processor sort yards.
- Include all tires in trailers, scattered on the yard or in piles. Ensure to count all tires and by type to determine the estimated weight totals for each of the individual categories.
- Do not leave any categories blank. Should you have nil to declare in a given category, please indicate “Zero” or “0”.
- Yard count should be completed on 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, and/or payments in claims.
- Adjustments will not be altered once they are applied by the OTS claims team.

Should you need assistance with filling out a yard count form, please contact OTS claims team at 1-888-687-2202.

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

4.5.9.5 Reporting a Sieve Analysis Report

A sieve analysis is a report which measures the percentage of TDP material passing through various mesh pans. A sieve analysis must be completed by a third party company, it cannot be a computer generated report from the processors internal computer system. OTS may request a Processor to provide a sieve analysis report based on the TDP material being processed at their facility at any time.

4.5.10 Submitting a Processor Claim

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

4.5.9.1 Submitting Online Forms

Once a Processor Claim Form for a given month has been completed (prior to the reporting deadline) the file can be uploaded to 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.

4.5.9.2 Submitting Hardcopy Forms

Once a Processor Online Claim has been completed and submitted, the correct copy used to generate the claim must be forwarded to OTS (i.e. white copies PTR forms and photocopies of UCR forms as well as invoices for product sales and scale tickets for all scaled transactions). Forms can be sent via regular mail or courier to the address below:

Ontario Tire Stewardship
ATTN: Processor 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 help improve claims processing times ensure that hardcopy forms are submitted in the same order they were reported on the electronic submission.

4.5.11 Claim Status

Processor Online submissions will have one of three statuses displayed beside them when viewing previously created/submitted claims from the “My Claims” Page.

The three statuses are as follows:

- 1) “New”: Indicates a claim that has been created and saved by the Processors but has not yet been submitted electronically to OTS. These claims can be edited and submitted.
- 2) “Under Review”: Indicates a claim that has been submitted electronically to OTS where OTS has not yet reviewed or finalized the claim. These claims can be viewed online by the Processor but not edited. Claims in this status can also be reversed (put back into “New” statuses) upon request from the Processor so that additional edits can be made. Note that the claim will no longer be considered submitted; in order to be considered for payment it must be fully submitted (hardcopies and electronic copies received by OTS prior to the close of the reporting period)
- 3) “Approved”: Indicates a claim that has been fully received by OTS and finalized in the system. These claims have been finalized and payment has been issued. These claims cannot be reversed.

4.5.10.1 Requesting a Claim Reversal

From time to time a Processor may wish to have a claim that was submitted and is in “Under Review” status reversed to “New” so that additional forms can be entered or typos can be corrected. Processors wishing to request that a claim be reversed may do so by emailing info@RethinkTires.ca including the following information:

- Processor Registration Number
- Processor Name
- Processor Contact Name and Telephone number
- Reason for the Reversal Request

OTS will respond to the request within 5 business day with additional direction.

4.6 Claims Processing

Processor claims will be processed within 35 business days of OTS receiving a complete Processor 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 Processor.

4.6.1 Additional Information Requested by OTS

OTS reserves the right to request additional information to support a Processors claim, or clarification on any aspect of a submission. Requests for information/clarification will be made to the Processor 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 vice versa) the claim is put on “Hold” and the Processor 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 Processor.

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

Processors can resubmit corrected claims that have been revised as long as the claim filing period is still open; notify OTS of the revised claim submission as well. Once the claim filing period is closed, the Processor will not be eligible for Processing Incentive payments payment for the claim if the Processor has not revised and re-upload the claim. (for example, if OTS sends a July 2010 claim back to revise and does not receive the revision back by end of October 2010, the Processor will not be eligible for payment.). OTS requires Processors to submit the ‘missed’ claim to correctly report the closing inventory as it is used as the opening inventory for the subsequent month. Claims can only be processed in sequential order, so a claim will be put on hold until all prior claims have been processed (including missed’ claims that will be processed for zero payments).

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

NOTE: To reduce the number of requests for additional information and correction requests, 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.

4.6.2 Missed Claims 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 Processor will be notified of their new opening inventory.

In addition, claims where no incentives are payable, but where credits or eligible inputs are earned that are received late will be eligible for half of the credits/eligible inputs. Processors 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.

4.6.3 Payment of Applicable Incentives

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

4.7 Review of Processing Incentive Rates

The OTS normal practice will be to review the Processing Incentive rates paid to Processors, as applicable, 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 for Processing Incentives will be based on the level of assistance required to realize the diversion and viability potential of the program as determined by OTS and approved by Waste Diversion Ontario.

5.0 Audits

5.1 Audit Requirements

5.1.1 Audit Types

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

5.1.2 Participant Cooperation

During a desk review or an audit, OTS may request access to key personnel and supporting documents that it deems necessary to substantiate the information provided by the participant. The participant must facilitate the review/audit requirements in an effective and efficient manner. Failure to meet any of the review/audit requirements by the participant may result in escalation of the issue to the OTS Executive which in turn will determine the necessary measures against the participant.

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

5.1.3 Audit Frequency

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

5.2 Audit Adjustments

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

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

5.3 Confidentiality Disclosure

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

6.0 Communications

6.1 Program Communications

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

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

Dedicated E-mail Addresses: OTS has established a number of dedicated e-mail addresses. Processors may email info@RethinkTires.ca; this address is monitored by members of the OTS Operations center that have a specific focus on Processors. In addition OTS has established a general e-mail in-box at Info@RethinkTires.ca .

Toll-Free Phone Line: OTS has established a toll-free phone line directly to the Operations Center. This line (1-888-687-2202) 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.

6.2 Requests for Clarification

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

6.3 Dispute Resolution

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

6.4 Confidentiality

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

Appendix A: Tire Derived Product (TDP) Definitions

Product	Product Description
TDP1	95% minus 20 mesh, free of steel
TDP2	80% minus 8 mesh, free of steel
TDP3	Minus ¼" sieve, free of steel
TDP4	Fabricated products such as blasting mats etc., must utilize at minimum 75% of the tire by weight
TDP5	Primary Shred used as Tire Derived Aggregate or as a feeder stock for Crumb Rubber

The TDP definitions contained in the Used Tires Program Plan (as outlined above) set minimum thresholds for eligibility for applicable PIs. TDPs not meeting the minimum definitions will receive the next lower PI. For example a 12 Mesh sized product will receive the 8 mesh PI as the particle size exceeds the threshold for the TDP 1 category, 20 mesh.

PROCESSOR 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 “**Processor**”).

WHEREAS:

- 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 Processor wishes to operate as a processor and/or recycler of Used Tires, to receive delivery of Used Tires from Registered Haulers, and to receive Incentives in accordance with the Plan;
- C.** The Processor has been approved by OTS as an approved processor in accordance with the Plan; and
- D.** The purpose of this Agreement is to set out the terms and conditions under which the Processor will operate as an approved processor under the Plan.

NOW THEREFORE the parties hereto agree as follows as of the Effective Date:

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 may be 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 or other portion of this Agreement;
 - (d) “**Applicable Laws**” has the meaning given in Section 2.1(q);
 - (e) “**Approved Purpose**” means a purpose for the use of Recycled Tires which is found on the list of Approved Purposes for Recycled Tires maintained by OTS and published on OTS’s website;
 - (f) “**Arbitration Guidelines**” has the meaning given in Section 13.3;
 - (g) “**Audit**” has the meaning given in Section 4.2;

- (h) “**Change Notice**” has the meaning given in Section 13.6;
- (i) “**Collection Incentives**” means the financial incentives, from time to time determined and payable by OTS to support the participation of Registered Collectors in the Plan;
- (j) “**Culled Used Tires**” has the meaning given in Section 2.5;
- (k) “**Effective Date**” has the meaning given to that term in the listing of parties to this Agreement;
- (l) “**Environmental Laws**” means any and all applicable laws, statutes, regulations, treatise, orders, judgments, decrees, official directives and all authorizations of any department or body of any federal, provincial, regional or municipal government of any agency thereof relating to the protection of the environment, including in particular, but without limiting the generality of the foregoing, the manufacture, use, storage, disposal and transportation of any Hazardous Substance;
- (m) “**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;
- (n) “**False Statement**” has the meaning given in Section 7.1(f);
- (o) “**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;
- (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 Processor is subject;
- (q) “**Incentives**” means any or all of the Collection Incentives, Transportation Incentives, and Processing Incentives;
- (r) “**Inventory Statement**” means any report submitted by the Processor with regard to the inventory of Used Tires and/or parts thereof held on the Processor’s premises and/or in the Processor’s inventory, as at a certain date;
- (s) “**Mediation Guidelines**” has the meaning given in Section 13.3;
- (t) “**Minister**” means the Minister of the Environment for Ontario;
- (u) “**Non-approved Sale**” has the meaning given in Section 2.7;
- (v) “**Non-Eligible Material**” means:

- (i) Used Tires, tire parts or processed rubber held in Processor'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 Processor directly or indirectly from any source outside Ontario;
- (iii) any material, article or item that is not a Used Tire;
- (w) "**OTS**" has the meaning given to that term in the listing of parties to this Agreement;
- (x) "**Party**" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; and Parties means every Party;
- (y) "**Performance Bond**" has the meaning given in Section 2.4;
- (z) "**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;
- (aa) "**Processing Incentives**" means the financial incentive, as from time to time determined and payable by OTS to the Processor for undertaking the Used Tires recycling initiative contemplated under the terms of this Agreement;
- (bb) "**Processor**" has the meaning given to that term in the listing of parties to this Agreement;
- (cc) "**Processor Delivery**" means delivery by a Registered Hauler of eligible Used Tires to the Processor, in accordance with the Plan and this Agreement;
- (dd) "**Program Participant**" means any collector, hauler, or processor which has registered and entered into an agreement with OTS to provide services under the Plan;
- (ee) "**Registered Collector**" means an entity that has registered and remains in good standing with OTS and has entered into a Collector Agreement with OTS for the collection of Used Tires;
- (ff) "**Registered Hauler**" means an entity engaged in the business of Used Tire Pickup and Processor Delivery, which has registered and remains in good standing with OTS and entered into a Hauler Agreement with OTS;
- (gg) "**Registration System**" means the electronic database maintained by OTS in which registration and other information regarding Processors is kept;
- (hh) "**Regulations**" means the regulations passed pursuant to the Act;
- (ii) "**Rejection Notice**" has the meaning given in Section 13.6;
- (jj) "**Repayment Amounts**" has the meaning given in Section 7.2;
- (kk) "**Report**" means any report or submission made by the Processor from time to time regarding Used Tires, tire parts, processed rubber, or TDPs;
- (ll) "**Subcontractor**" has the meaning given in Section 2.3;

- (mm) “**Subcontracted Obligations**” has the meaning given in Section 2.3;
 - (nn) “**TDP**” means marketable tire-derived products, made or derived from recycled or processed Used Tires or parts thereof, and which are included on the list of approved TDPs published on the OTS web site from time to time, and which conform to the specifications or definitions set out in such list; for greater clarity, TDP may be classified by grades;
 - (oo) “**Transportation Incentives**” means those certain financial incentives from time to time determined and payable by OTS, to a person designated by OES from time to time, to support the participation of Registered Haulers in the Plan;
 - (pp) “**Used Tire Pickup**” means the retrieval of eligible Used Tires from Registered Collectors by Registered Haulers, in accordance with the Plan and this Agreement;
 - (qq) “**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;
 - (rr) “**WDO**” means Waste Diversion Ontario; and
 - (ss) “**Yard Count**” has the meaning given in Section 2.1(f).
- 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

OBLIGATIONS OF THE PROCESSOR

- 2.1 **Processor Obligations.** In addition to the other obligations of the Processor set out in this Agreement, the Processor shall:
- (a) abide by the requirements set out in this Agreement and its schedules, the Plan, and all Guidelines applicable to Processor;
 - (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 such system is modified by OTS from time to time in its sole discretion;

- (c) post and maintain the Performance Bond;
- (d) recycle Used Tires received by it, specifically by:
 - (i) accepting delivery of, at no cost to Registered Haulers, Used Tires delivered by Registered Haulers;
 - (ii) processing all Used Tires received from Registered Haulers and not Culled by the Processor into TDP; and
 - (iii) selling processed TDP on to end users;all in accordance with the Plan.
- (e) promptly complete and submit to OTS each month, or as otherwise directed by OTS from time to time, all documentation required under the Plan, including without limitation:
 - (i) delivery receipt documentation for Used Tires received by Processor;
 - (ii) reports and other documents as directed by OTS from time to time regarding sale of processed TDP to end users; and
 - (iii) such other documentation as may be required by OTS from time to time regarding the receipt of Used Tires, the disposition of Used Tires or processing material or any other residue of processing, or inventories of Used Tires or partially processed materials of final processed TDP in the possession of the Processor.
- (f) once per calendar quarter, or more or less often as OTS may in its sole direction require, complete an inventory of all Used Tires in the Processor's possession or on the Processor's premises (a "**Yard Count**") and provide OTS with the results of each such Yard Count, using such Guidelines and forms as OTS may create for the purpose from time to time and post on its web site. For greater clarity, each Yard Count must specify the total quantity/weight of Used Tires in the Processor's possession or on the Processor's premises, the weights of all materials in process, TDPs not yet claimed for Processing Incentives with OTS and any residual materials including but not limited to steel and fibre which have not yet been reported to OTS, as well as a breakdown of the quantity/weight of all Used Tires received from each specific Registered Hauler, and the Registered Collectors from which the Used Tires were retrieved, since the previous Yard Count.
- (g) provide advance notice of, or advise OTS immediately upon, any material change in the operating status of the Processor, including notice of all operating shutdowns or slowdowns that are expected to exceed five working days;
- (h) conduct itself in a professional and business-like manner in dealings with Registered Collectors, Registered Haulers, members of the public and OTS;

- (i) not use any trade-mark, trade name, or logo owned by OTS in any way not specifically authorised 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;
- (j) 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;
- (k) at all times maintain clean and tidy premises and where it is necessary to store or stockpile Used Tires and/or processed TDP, such is to be undertaken in an organized and safe fashion. In particular, but not limited to the generality of the foregoing, the Processor shall take reasonable steps to protect any Used Tires and processed TDP safe from fire and leaching;
- (l) update any registration information provided to OTS in the Registration System as soon as possible after the information is changed;
- (m) sell, transfer or dispose of all Culled Used Tires and TDP in accordance with the letter and spirit of all protocols, treaties or agreements affecting international or interprovincial trade;
- (n) within five days after receiving the request from OTS, provide an Inventory Statement regarding Used Tires on the Processor's premises and/or in the Processor's inventory at the time of the request, in such format as OTS shall direct;
- (o) provide detailed information to OTS regarding the final destinations and end-uses of TDP sold by the Processor for reuse within or outside Canada, in the form required by OTS from time to time;
- (p) submit to periodic inspections of the Processor's premises and equipment by OTS or OTS's designated representative, at intervals which are reasonable in the sole judgement of OTS;
- (q) comply at all times with all laws issued by any government or governmental authority of Canada or any province of Canada, or any municipal, regional or other authority, including, without limitation, any governmental department, commission, bureau, board or administrative agency ("**Applicable Laws**"), which affect or govern the conduct and operation of the Processor, its business, and its performance under this Agreement; for greater clarity, the Applicable Laws include, without limitation, all laws relating to taxation, employment standards and compensation of workers, and the Environmental Laws;
- (r) obtain and maintain all permits, certificates, licences and other qualifications required under any Applicable Law;
- (s) use equipment, supplies and service provided by OTS only for their intended purposes and in an efficient manner;
- (t) file all required documents and reports in the manner directed by OTS from time to time;
- (u) respond in a timely manner to all requests by OTS for information relating to Used Tires;

- (v) comply, abide by and carry into effect, as may be required, the objectives of, and the obligations imposed upon the Processor contained in and set out in this Agreement, all applicable Guidelines, and the Plan;
- (w) provide notice to OTS of any fines or regulatory orders relating to the Processor's business made against it in the previous five years; and
- (x) 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 Processor agrees that if any third party (a "**Subcontractor**") performs all or part of any of Processor's obligations hereunder ("**Subcontracted Obligations**") at any time, while this Agreement is in effect:

- (a) Processor 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 Processor shall constitute an actual default by the Processor; and
- (c) Processor may not engage as a Subcontractor any person having any unresolved default(s) of which Processor 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 Processor from time to time, Processor 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 **Performance Bond.** The Processor shall be required to post a performance bond in favour of OTS (the "**Performance Bond**"), and maintain the Performance Bond in effect at all times during the term of this Agreement. The Performance Bond must be in such form and amount as may be specified by OTS from time to time, and must be obtained from a surety acceptable to OTS in its sole discretion.

2.5 **Culled Tires.**

- (a) Processor may transfer, divert or use Used Tires for lawful purposes other than processing them into TDP as set out herein (such Used Tires referred to as "**Culled Used Tires**"), subject to the requirements set out in this Section 2.5.
- (b) Processor 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 Processor's own risk absolutely.

- (c) Processor shall provide detailed information to OTS regarding the quantities, final destinations and end-uses of all Culled Used Tires transferred, diverted, used, or otherwise dealt by the Processor, in the form required by OTS from time to time.
- (d) Processor shall have no entitlement to Incentives of any kind in respect of any Culled Used Tires, and Processor agrees that it shall not misrepresent any Culled Used Tires in any Report as being eligible for the payment of Incentives, or include any Culled Used Tires in any request for the payment of Incentives, and that submission of such a Report or request for payment with respect to Culled Used Tires shall constitute a False Statement.
- (e) Processor shall not sell, transfer or dispose of Culled Used Tires for any final purpose which is not an Approved Purpose, and which the Processor can demonstrate as such to OTS's satisfaction, acting reasonably.

2.6 **Non-Eligible Material.**

- (a) Except where OTS has issued an Exemption Order with respect thereto, no Incentives of any kind shall be paid in respect of any Non-Eligible Material, and Processor agrees that it shall not accept Processor Delivery of any Non-Eligible Material, or represent to any person including any Registered Collector or Registered Hauler 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. Processor agrees that submission of such a Report with respect to Non-Eligible Material shall constitute a False Statement.
- (b) Processor 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 Processor's own risk absolutely.
- (c) Upon request by OTS, Processor 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 Processor, in the form required by OTS from time to time.

2.7 **Non-approved Sales.** Processor shall not sell, transfer or dispose of TDP for any purpose which is not an Approved Purpose, and which the Processor can demonstrate as such to OTS's satisfaction, acting reasonably (any sale for a purpose which is not an Approved Purpose is a "**Non-approved Sale**"). Processor agrees that it shall have no entitlement to Incentives of any kind in respect of any Non-approved Sale.

ARTICLE 3
PROCESSOR'S REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties.** The Processor hereby represents and warrants to OTS that:

- (a) The Processor 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) The Processor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*;

- (c) The Processor 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 Processor's business and is not in breach of or in default of any term or condition thereof; and
 - (d) All Reports, documentation and other instruments provided to OTS by the Processor are complete and correct.
 - (e) The registration of the Processor with OTS as an approved Processor, the provision of all required information to OTS, and the entering into of this Agreement by Processor and the performance of its obligations hereunder have been duly authorized by all necessary corporate action.
- 3.2 **Statements.** All statements contained in any Reports, documents or other instruments delivered by or on behalf of the Processor to OTS shall be deemed to be representations and warranties of the Processor of the facts therein contained.
- 3.3 **Reliance.** The Processor 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 Processor agrees to permit OTS or its agents to inspect the Processor's business site upon reasonable notice, during normal business hours, from time to time.
- 4.2 **Audit.** The Processor agrees that OTS may, from time to time, audit any records of the Processor maintained in support of the Processor's claims, and further, may examine and review, and audit records relating to the Processor'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 Processor's operations to determine the Processor's compliance (hereinafter referred to as the "**Audit**").
- 4.3 **Spot Count.** The Processor agrees that OTS or its designated representative(s) may, from time to time and without advance notice to the Processor, attend at the Processor's premises to perform a spot audit count of all Used Tires in the Processor's possession or on the Processor's premises, including Used Tires located in any vehicles which are at Processor's premises, including without limitation the vehicles of a Registered Collector or Registered Hauler or any other person, 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 Processor 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 pay the costs of the Audit except in circumstances where the auditor determines that the Processor 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 Processor within 30 days of demand therefor being transmitted from OTS to the Processor. In the event the Processor 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 **Processor Delivery.** OTS shall allow and/or facilitate Processor Delivery of Used Tires by Registered Haulers to Processor.
- 5.2 **Information and Support.** OTS shall provide promotional and informational material and telephone support to Processor, as OTS deems necessary.
- 5.3 **Incentives.** OTS shall pay such Incentives to the Processor at such rate and upon such schedule as may be determined by OTS from time to time in its sole discretion, all as may be published by OTS in one or more Guidelines from time to time, within 35 days of receipt by OTS of the completed Claims documentation as specified by OTS from time to time.

ARTICLE 6 OPERATIONAL MATTERS

- 6.1 **Incentives.** Incentives contemplated by this Agreement for payment to the Processor shall be based on the Passenger / Light Truck/ Medium Truck/ Off-the-Road Tire Incentives as posted on the OTS website and as amended from time to time.
- 6.2 **Agreements Between Processor, Registered Collectors, and/or Registered Haulers.** Notwithstanding any other provision of this Agreement, Processor may in its own right enter into any number of contracts with Registered Collectors and/or Registered Haulers:
 - (a) regarding the pickup from such Registered Collector(s) and/or delivery to Processor by such Registered Hauler(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 Processor with respect to the services described in such contracts; and/or
 - (b) containing additional terms as between Processor and such Registered Collector(s) and/or Registered Hauler(s) regarding Used Tire Pickup and/or Processor Delivery; such contracts may provide for payments by or to the Processor.
- 6.3 **Third Party Monies.** The Processor 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.
- 6.4 **Anti-dumping.** OTS reserves the right at any time to reduce, refuse to pay or recover all or part of Processing Incentives in respect of TDPs sold or delivered to a person situated outside of the Province of Ontario (the “**export jurisdiction**”) which may, in the opinion of OTS, result in a violation of the laws of Canada or the export jurisdiction or which may result in the possibility of administrative or legal action against OTS, Waste Diversion Ontario or the Governments of Ontario or Canada or the possibility of trade sanctions against TDPs originating from Ontario. Trade problems could include sale at local prices which are lower than Ontario prices (“dumping”) or sale at any price of subsidized goods which could trigger under local laws the

right to take administrative or legal action, including the imposition of countervailing duties or interprovincial trade sanctions.

ARTICLE 7 PROCESSOR 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 Processor under this Agreement:

- (a) If the Processor 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 Processor 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 Processor 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 otherwise, and Processor 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 Processor fails to post or maintain the bond required under Section 2.4;
- (e) If Processor 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;
- (f) If any Report, representation, warranty, certificate, submission, or statement made by Processor to OTS is in any respect untrue, erroneous, incomplete, inaccurate, misleading, inconsistent with any Yard Count or Audit or results of a spot count pursuant to Section 4.3, or not able to be supported by Processor’s records in a Yard Count or Audit, all in OTS’s sole determination (each a “**False Statement**”);
- (g) If Processor commits any default or breach under any other agreement between Processor and OTS;
- (h) If Processor engages any Subcontractor who has an unresolved default contrary to Section 2.3(c);
- (i) If Processor 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;
- (j) If Processor fails to comply with any applicable law affecting the Processor’s operation;
- (k) If Processor is convicted of an offense under the *Environmental Protection Act* (Ontario);
- (l) If Processor 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;

- (m) If any execution, sequestration, extent, or any other process of any court becomes enforceable against Processor or if a distress or analogous process is levied on the property and assets of the Processor; or
- (n) any proceedings shall be commenced for the winding-up, dissolution or liquidation of the Processor or under which the Processor could lose its corporate status, such proceedings not being *bona fide* opposed by the Processor within five days of the date of commencement or service on the Processor.

7.2 **Repayment of Payments Based on False Statements or with Respect to Non-approved Sales.** Processor acknowledges and agrees that:

- (a) if any Incentives are paid to Processor as a result of or in connection with any False Statement of the Processor or any other person, in OTS's sole determination, Processor 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;
- (b) if any payment or Incentive of any kind is paid by OTS to any third party as a result of or in connection with any False Statement of the Processor, in OTS's sole determination, Processor 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; and
- (c) if any Processing Incentives are paid to Processor in connection with any Non-approved Sales, Processor 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.

Amounts payable by Processor 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.** Processor agrees that OTS may set off Repayment Amounts owing by Processor to OTS against any future payments of Incentives or any other amount of any kind to Processor under this Agreement or any other agreement between Processor and OTS. If such future payment amounts are insufficient to recoup Repayment Amounts owed by Processor to OTS, Processor agrees that such Repayment Amounts are recoverable from Processor 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 Processor:

- (a) suspend payment to the Processor of any or all Incentives and other amounts hereunder, with immediate effect, until the Act of Default is resolved to OTS's satisfaction;
- (b) require Processor to pay any Repayment Amount arising in connection with an Act of Default;
- (c) terminate this Agreement, with immediate effect;

- (d) include the Processor 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 Processor from future participation in the Used Tires Program in any capacity, on a temporary or permanent basis.

7.5 **Claim against Performance Bond.** In addition to any other remedy which OTS has under this Agreement or at law, and without limiting the ability of OTS to pursue any such other remedy at any time, OTS may make a claim against the Performance Bond, with 30 days' written notice to the Processor, at any time following:

- (a) an Act of Default, whether or not curable or cured, which results in the payment by OTS of any Incentive which should not have been paid; or
- (b) any action, failure to act, or series of actions or failures to act by the Processor, which result, individually or cumulatively, in OTS incurring any costs which it would not otherwise have incurred,

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 Processor, in addition to any other remedies available at law or in equity, in any of the following events:

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

8.3 **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon 365 days' written notice to the other Party.

8.4 **Reports Following Termination.** Following Termination, Processor agrees that it will submit any Reports required hereunder with respect to any activity involving Used Tires or TDPs occurring before the Termination of this Agreement.

8.5 **Incentive Payment Following Termination.**

- (a) In the event of termination by OTS where Processor has committed an Act of Default, OTS may in its sole and absolute discretion cancel or redirect all payments of Incentives to the Processor 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 Incentives to the Processor with respect to Used Tire transactions performed before the termination of this Agreement (notwithstanding that claims for such services may be submitted to OTS after the termination of this Agreement).
- 8.6 **Processing Following Termination.** Within ninety days of termination of this Agreement, the Processor shall process all inventory of Used Tires in its possession at the time of delivery of the notice of termination into TDP on the terms and conditions as set out in this Agreement and, provided that payment has not been cancelled by OTS in accordance with Section 8.5(a), OTS shall continue to pay Incentives to the Processor with respect to such processed Used Tires, notwithstanding the termination of this Agreement.

ARTICLE 9 INDEMNITY & INSURANCE

- 9.1 **Indemnity.** The Processor 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 Processor 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 Processor 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 Processor, 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 Processor 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 **Indemnity.** Processor 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 \$5,000,000, 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 OR TDP

- 10.1 **Exclusion of Liability.** Processor acknowledges and agrees that at no time shall OTS take possession of any Used Tires or TDP and that OTS shall not, in any event, be liable under any theory of liability to Processor, the previous owner(s) or user(s) of any Used Tires or TDP or any

other party or parties for any damages, losses, expenses, liabilities and/or other amounts of any nature or kind whatsoever, including without limitation, any direct, indirect, incidental, special, consequential, exemplary and/or punitive damages, arising out of or related to any loss, improper use, improper culling, improper transfer or sale, improper disposal or environmental degradation resulting, proceeding or connected in any way to Used Tires or TDP.

ARTICLE 11 PUBLICATION OF INFORMATION

- 11.1 **Publication of Information.** The Processor understands that its name, main contact information, and the registration number assigned to it by OTS, as well as information regarding the Processor'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 Processor, 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 Processor agrees that, in the event the Processor commits an Act of Default, OTS may publish its name and registration number on a list of persons with unresolved defaults, as described in Section 7.4(d), and may release details of the Act of Default to any Program Participant who may be affected thereby.

ARTICLE 12 MODIFICATIONS TO PLAN

- 12.1 **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 Processor, and the Processor 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 Processor and the Processor 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 **Modifications to Incentives.** The incentives payable and the payment schedule implemented by OTS may be modified from time to time. All changes will be posed on OTS's internet web site no less than 60 days before the effective date of such change.

ARTICLE 13 GENERAL

- 13.1 **Assignment.** The parties hereby agree that the Processor'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 enure to the benefit of and be binding on the parties, their heirs, legal personal representatives, successors and permitted assigns.
- 13.3 **Dispute Resolution.** The parties agree that in the event of a dispute between them with respect to the terms or performance of this Agreement then such dispute shall first be subject to Mediation under Appendix 12 in the Plan, "**Mediation Guidelines**", and if such dispute is not able to be resolved through mediation, then it shall be subject to arbitration under Appendix 13 in the Plan, "**Arbitration Guidelines**".

- 13.4 **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 Processor at the address on the registration form completed by the Processor 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 Processor of such change (the "**Change Notice**"). Unless the Processor gives notice to OTS (the "**Rejection Notice**") within 45 days of receipt of the Change Notice that the Processor does not accept the revisions or amendments in the Change Notice, this Agreement, as amended, remains in effect and is binding. If the Processor gives a Rejection Notice to OTS, this Agreement shall be terminated 30 days after the delivery by the Processor 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 have executed this Agreement as of the Effective Date.

ONTARIO TIRE STEWARDSHIP

By: _____

Name

Title

I have authority to bind the Corporation

[PROCESSOR]

By: _____

Name

Title

I have authority to bind the Corporation

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 **Hauler' OR Processor** [*Select the appropriate classification by circling the correct stakeholder type*] 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:

- I. **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.
 - (i) "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- 3 -

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,-4 -

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 Internet, 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 (III) 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 NON-COMPLIANCE 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:
 - 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 I00, Toronto, ON M9B 6B7

Attention: [_____]

Telephone: [_____]

Facsimile: [_____]

E - m a i l : [_____]

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 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.
- (h) Enurement. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- (i) 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]

Appendix B: Processor Agreement

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 C: 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 rim diameter less than or equal to 8"

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

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

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

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

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

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

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

Appendix D : 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 D: 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

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 E : Processor Claims Training

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Ontario Tire Stewardship: Processor Training; Online Claims Filing

Appendix E: Processor Claims Training

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Processor Online Claims: Overview

The material contained in the following slides will detail/review:

- 1) Getting Started
- 2) Creating a New Claim
- 3) Completing the Processor Information Page
- 4) Completing the Inventory Received from Haulers Page
- 5) Completing the Product Sold Page
- 6) Completing the Disposition of Residuals Page
- 7) Processor to Processor Transfers

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Processor Online Claims: Overview

- 8) Completing the Inventory Received from Processors Page
- 9) Completing the Inventory Transferred to Processors Page
- 10) Claims Summary & Submission
- 11) Claims Status
- 12) Out of Province Processor Differences
- 13) Late Submissions
- 14) Reminders
- 15) Summary
- 16) Questions

Appendix E: Processor Claims Training

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Processor Online Claims: Getting Started

- 1) Go to the OTS website at www.ontariots.ca and log in by clicking on the "Log In" link

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products

Questions? Contact us by email, or call 1-888-OTS-2202

Sign Up | Contact Us | FAQ

Home About OTS Tire Recycling in Ontario Registration Roles & Operations News & Media Resources

Ontario Tire Stewardship (OTS) is an Industry Funding Organization (IFO) incorporated under Ontario's Waste Diversion Act, to implement and operate the Used Tires Program. This province-wide scrap tire recycling program for On-road and Off-road tires supplied into the Ontario market will divert scrap tires away from burning and landfilling to 3Rs (Reduce, Reuse, Recycle) processing and uses. Launched on September 1, 2009... [Find out more.](#)

What Happens to Used Tires in Ontario?

Whether piled up at your local service station, abandoned along a road or neatly tucked into a corner of your garage, used tires are all around Ontario. Some find their way to a recycler who will make new green products such as playground surfaces or pinto tiles, but many others end up in landfill, or are sent to be burned for fuel in a cement kiln or power plant. The Ontario Used Tires Program will change all of this for the better... [Find out more.](#)

[Find a Collection Location](#) Find a location near you to drop off your used tires.

Are you a Registered Program Participant?

[Click here](#) for operational information and resources specific to your role.

Already signed up or an existing user?

[Log In](#)

[Forgot your password?](#)

Creating an Online Registration / Operational Account with OTS

By signing up for an OTS account, you will be able to quickly register your organization online and take advantage of our online resources and online submission forms.

To start the registration process for your organization or access our online operational forms, you will need to first sign up as a new user. In order to do this we will need you to provide an email address. At sign-up, you will also be asked to create your unique user ID. Once signed up as a new user, an email will be sent to your email address with instructions on how to begin.

Ontario Tire Stewardship

www.ontariots.ca

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Processor Online Claims: Getting Started

- 2) Enter user name and password and click the "Log In" button

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products

Questions?

Home About OTS Tire Recycling in Ontario Registration Roles & Operations News & Media

Create new account **Log In** Request new password

Username: *

test9

Enter your Ontario Tire Stewardship username.

Password: *

Enter the password that accompanies your username.

Log In

Ontario Tire Stewardship

www.ontariots.ca

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Appendix E: Processor Claims Training

Processor Online Claims: Getting Started

- 3) Click on the "Processor Claim Form" link from the menu listing on the right hand side of the page

The screenshot shows the Ontario Tire Stewardship website. The header includes the logo, tagline "Industry Rolls Old Tires into Green Products", and contact information. A navigation bar lists: Home, About OTS, Tire Recycling in Ontario, Registration, Roles & Operations, News & Media, and Resources. The main content area features a section titled "What Happens to Used Tires in Ontario?" with an image of a person recycling a tire. On the right, a sidebar menu lists various online activities, with "Processor Claim Form" highlighted under the "Online Processor Activities" section.

Processor Online Claims: Getting Started

- 4) Enter Processor number (must be associated with the log in) and click "Proceed"

The screenshot shows the "Processor Registration Number Validation" form on the Ontario Tire Stewardship website. The form prompts the user to "Please, specify the Processor Registration Number you want to be identified by for current session." There is a text input field containing "4099999" and a "Proceed" button below it. The right-hand sidebar menu is visible, showing various online activities.

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- 1) From the "My Claims" screen, enter the claim period being entered (choose the month and year from the drop down menu)
- 2) Enter the Opening Inventory (closing inventory from last submitted claim), and complete the Prepared By and Phone Number fields
- 3) Select "Create Claim"

www.ontariots.ca

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4) A confirmation message indicating the claim period was opened/created properly will be populated.

[illegible]

www.ontariots.ca

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Appendix E: Processor Claims Training

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Processor Online Claims: Creating a New Claim

- 5) From the drop down menu on the Summary Page, users can navigate to the other pages to either enter data or view data in the claim.
- 6) Click on the "Processor Information" link

The screenshot shows the 'My Claims' page with a dropdown menu open for 'Claim Summary'. The menu options include: General, Claim Summary, Processor Information (highlighted), Inventory Received From Haulers, Inventory Received From Haulers - View Entered Forms, Inventory Received From Ontario Processors, Inventory Received From Ontario Processors - View Entered Forms, Inventory Transferred To Ontario Processors, Inventory Transferred To Ontario Processors - View Entered Forms, Product Sales, Summary of Product Sales - View Sales Invoices, Disposition of Residuals, and Disposition of Residuals - View entered Disposition Invoices. The background shows a 'Claim successfully created' message and a 'Claim Processor Information' form.

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Processor Online Claims: Processor Information

- 1) From the Processor Information tab, there will be pre-populated information (reporting period, registration number, Processor name and claim period) as well as data that can be altered (Prepared By, Phone, Opening Inventory Weight); if data is altered, click "Update Claim" to change the information

The screenshot shows the 'Claim Processor Information' form. It contains the following fields: Reporting period (Apr-2011), Registration Number (4099999), Processor Name (UMBRELLA CORPORATION), Prepared By (OTS TEST2), Phone (888-687-2202), Opening Inventory Weight (kg) (1,000.00), and Claim period (01-Apr-2011 to 30-Apr-2011). There are 'Update Claim' and 'Cancel' buttons at the bottom.

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Appendix E: Processor Claims Training

Processor Online Claims: Inventory Received from Haulers

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1. From the drop down menu, choose the "Inventory Received from Haulers" link to enter PTR data



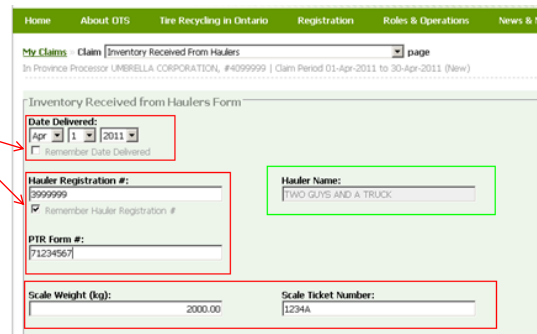
Note: This screen is used to enter data contained on PTR forms to track incoming inventory received from Haulers.

Processor Online Claims: Inventory Received from Haulers

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- 2) Enter the date of the PTR form being entered from the drop down menu, the Hauler registration number, PTR form Number, Scale Weight (KGs) and the Scale ticket number

Tip: You can click the "Remember Date Delivered, or Remember Hauler Number" if you would like to pre-populate this information for the next form entry



Note: The Hauler Name is automatically populated based on the Hauler Registration Number

Appendix E: Processor Claims Training

Processor Online Claims: Inventory Received from Haulers

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- 3) Enter the counts of tires received (as per the PTR) by tire type
- 4) Review the data entered, and click "Add Form" to save the entries on the page

The screenshot shows a web form for entering tire counts. At the top, there are fields for 'Scale Weight (kg):' with the value '2000.00' and 'Scale Ticket Number:' with the value '1234A'. Below these is a section titled 'Tire Counts' which contains several input fields: 'PLT:' with '100', 'MT:' with '2', 'AG/LS:' with '0', 'IND:' with '0', 'SDTR:' with '0', 'MDTR:' with '0', 'LOTR:' with '0', and 'GOTR:' with '0'. A red box highlights the 'Add Form' button below the tire counts section. Below the form is a 'Summary of Forms Entered' section with a 'Filter' box containing fields for 'Date Delivered:', 'PTR Form #:', 'Hauler Reg. #:', and 'Hauler Name:', along with a 'Filter Results' button. Below the filter is a table with columns: 'Date Delivered', 'PTR Form #', 'Hauler Reg #', 'Hauler Name', 'Scale Ticket', 'Scale Weight', and 'Total Est. Weight'. The table shows a 'Grand Totals' row with values '0.0000' for Scale Weight and '0.0000' for Total Est. Weight. Below the table, it says 'No Records Found'.

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Processor Online Claims: Inventory Received from Haulers

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- Once the form has been saved, the "Successfully Added" message will populate
- 5) Continue entering all PTRs in the same manner for all PTRs in the claim period

The screenshot shows the same web form as before, but now with a yellow banner at the top that says 'Successfully added'. Below the banner, there is a navigation bar with links: 'Home', 'About OTS', 'Tire Recycling in Ontario', 'Registration', 'Rules & Operations', and 'News & Media'. Below the navigation bar, there is a section titled 'Inventory Received from Haulers Form'. This section contains a 'Date Delivered:' field with a dropdown menu showing 'Apr' and '1' and a year dropdown showing '2011'. Below this is a checkbox labeled 'Remember Date Delivered' which is checked. There is also a 'Hauler Registration #' field with the value '3999999' and a checkbox labeled 'Remember Hauler Registration #' which is checked. To the right of these fields is a 'Hauler Name:' field with the value 'TWO GUYS AND A TRUCK'. Below these fields is a 'PTR Form #' field. A red box highlights the 'Remember Date Delivered' checkbox.

Remember to click the "Remember" buttons when entering PTR forms with similar dates or Hauler numbers to save time

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Appendix E: Processor Claims Training

Processor Online Claims: Inventory Received from Haulers

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- Once all PTRs are entered, you will see the forms entered displayed at the bottom of the page
- Filter the results by entering data criteria to filter and click "Filter Results"
- Users can delete or edit previously entered forms or view the details of the PTR

Time Counts

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

Add Form

Summary of Forms Entered

Filter

Date Delivered: PTR Form #: Hauler Reg. #: Hauler Name: Filter Results

	Date Delivered	PTR Form #	Hauler Reg #	Hauler Name	Scale Ticket	Scale Weight	Total Est. Weight
Grand Totals						6,000.0000	5,600.0000
delete edit	17-Apr-2011	72341233	3999999	TWO GUYS AND A TRUCK	3234B	4,000.0000	3,600.0000
delete edit	01-Apr-2011	71224567	3999999	TWO GUYS AND A TRUCK	1234A	2,000.0000	2,000.0000

Showing 1 - 2 from 2 total

Processor Online Claims: Inventory Received from Haulers

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Example of Filtered Results:

Summary of Forms Entered

Filter

Date Delivered: 17-Apr-2011 PTR Form #: Hauler Reg. #: Hauler Name: Filter Results

	Date Delivered	PTR Form #	Hauler Reg #	Hauler Name	Scale Ticket	Scale Weight	Total Est. Weight
Grand Totals						4,000.0000	3,600.0000
delete edit	17-Apr-2011	72341233	3999999	TWO GUYS AND A TRUCK	3234B	4,000.0000	3,600.0000

Showing 1 - 1 from 1 total

Appendix E: Processor Claims Training

Processor Online Claims: Inventory Received from Haulers

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- From the Summary of Forms Entered section of the "Inventory Received From Haulers" page, click on the PTR form Number to see details of the PTR entry (including estimated weights etc)

Tire Counts

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

Add Form

Summary of Forms Entered

Filter

Date Delivered: PTR Form #: Hauler Reg. #: Hauler Name: Filter Results

	Date Delivered	PTR Form #	Hauler Reg #	Hauler Name	Scale Ticket	Scale Weight	Total Est. Weight
Grand Totals						6,000.0000	5,600.0000
delete edit	17-Apr-2011	22241233	3999999	TWO GUYS AND A TRUCK	3234B	4,000.0000	3,600.0000
delete edit	01-Apr-2011	21224567	3999999	TWO GUYS AND A TRUCK	1234A	2,000.0000	2,000.0000

Showing 1 - 2 from 2 total

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Processor Online Claims: Inventory Received from Haulers

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- This Summary Screen allows the user to view previously entered forms
- No data entry or updating can be done from this screen

My Claims Claim Inventory Received From Haulers - View Entered Form

In Province Processor UMBRELLA CORPORATION, #4099999 | Claim Period 01-Apr-2011 to 30-Apr-2011 (New)

Inventory Received From Haulers - View Entered Form Details

Date Delivered: Apr 17 2011

Hauler Registration #: 3999999 Hauler Name: TWO GUYS AND A TRUCK

PTR Form #: 22241233 Guaranteed Contracts: No

Scale Weight (kg): 4,000.0000 Scale Ticket Number: 3234B

Tire Count

Unit Count	PLT	MT	AG/LS	IND	SOTR	MOTR	LOTR	GOTR
	200	0	0	0	10	0	0	0

Standard Weight (kg)	PLT	MT	AG/LS	IND	SOTR	MOTR	LOTR	GOTR
	10	50	110	90	160	700	750	1,800

Estimated Weight (kg)	PLT	MT	AG/LS	IND	SOTR	MOTR	LOTR	GOTR
	2,000	0	0	0	1,600	0	0	0

Total Est. Weight: 3,600

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Appendix E: Processor Claims Training

Processor Online Claims: Inventory Received from Haulers

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- From the drop down Menu choose "Inventory Received from Haulers – View Entered Forms" to review all PTR forms entered as well as export the data to excel (click on the Export Data as Excel File button)

Tip: The Filter and PTR View Form options are also available on this screen

Date Delivered	PTR Form #	Hauler Reg. #	Hauler Name	Scale Ticket	Scale Weight	Total Est. Weight
17-Apr-2011	72343233	3999999	TWO GUYS AND A TRUCK	3234B	4,000.0000	3,600.0000
01-Apr-2011	71224567	3999999	TWO GUYS AND A TRUCK	1234A	2,000.0000	2,000.0000
Grand Totals					6,000.0000	5,600.0000

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Processor Online Claims: Product Sales

- 1) Select "Summary of Product Sales" from the drop down menu in order to enter sales invoices of eligible TDP materials & types

Invoice #	Invoice Date	Product Name	Product Description	Product Quantity	Product Unit	Product Weight	Product Value
1	17-Apr-2011	TWO GUYS AND A TRUCK	4,000.0000	3,600.0000			
2	01-Apr-2011	TWO GUYS AND A TRUCK	2,000.0000	2,000.0000			

Note: This is the screen where data from invoices is entered

Appendix E: Processor Claims Training

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Processor Online Claims: Product Sales

- 2) From the drop down menus select the date of the invoice, Eligible Product Code and Product Destination)
- 3) Enter the details of the invoice (number, purchaser, name, scale ticket number and scale weight in tonnes)
- 4) Review the data and click "Add Sales Invoice" to enter the invoice

Tip: You can click on the "Remember" boxes to pre-populate the data for the next invoice entry

Product Sales Form

Sales Invoice Date: Apr 4 2011
☐ Remember Sales Invoice Date

Invoice Number: IM1234

Purchaser's Name: Lucy's Mat Factory

Eligible Product Code: TDP1
☒ Remember Eligible Product Code

Product Description: TDP1, On-the-Road, Feedstock

Details of Sales Invoice

Product Destination: Centers
☐ Remember Product Destination

Scale Ticket Number: 4567

Scale Weight (tonnes): 2

Add Sales Invoice

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Processor Online Claims: Product Sales

- Once the form has been successfully saved the following message will appear:

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products

Questions? Contact us by email or call 1-888-OTS-2202

Sign Up | Contact Us | FAQ

Home About OTS Tire Recycling in Ontario Registration Roles & Operations News & Media Resources

Successfully added

My Claims Claim Summary of Product Sales page

Product Sales Form

Sales Invoice Date: Apr 1 2011
☒ Remember Sales Invoice Date

Invoice Number:

Purchaser's Name:

Eligible Product Code: TDP1
☒ Remember Eligible Product Code

Product Description: TDP1, On-the-Road, Feedstock

Details of Sales Invoice

Scale Ticket Number:

Scale Weight (tonnes):

Add Sales Invoice

test9

- My Account
- Online Collector Activities
 - Online Collector Claim Form
 - Download Hauler Claim Form
 - Upload Hauler Claim Form
- Online Processor Activities
 - Download Processor Claim Form
 - Processor Claim Form
 - Upload Processor Claim Form
- Online RPM Activities
 - Online RPM Claim Form
- Online Steward Activities
 - Online TIF Reimbursement Form
 - Download Operational PDF Forms
- Online Registration
 - Steward Registration
 - Collector Registration
 - Hauler Registration
 - Processor Registration
 - Recycled Product Manufacturer Registration
 - Download Registration PDF Forms
- Contact Us

- 16) Continue entering all applicable sales invoices for the claim period one at a time

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Processor Online Claims: Product Sales

- Invoices that have been successfully entered will be displayed at the bottom of the page where the Filter, Delete and Edit functions are available
- Clicking on the Invoice Number will bring up the summary details of the invoice and related payment in read only mode

Summary of Forms Entered

Filter

Sales Invoice Date: Invoice Number: Product Destination: Filter Results

	Invoice Date	Invoice #	Purchaser's Name	Destination	Scale Ticket	Incentive Rate	Scale Weight	Claim Amount
Grand Totals							2.0000	280.00
delete edit	04-Apr-2011	241234	Lucys Mat Factory	Ontario	4567	140.00	2.0000	280.00

Showing 1 - 1 from 1 total

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Processor Online Claims: Product Sales

- When viewing the invoice in read only mode, the details of the invoice AND the payment details will be displayed

My Claims Claim Summary of Product Sales - View Sales Invoices page

In Province Processor UMBRELLA CORPORATION, #4099999 | Claim Period 01-Apr-2011 to 30-Apr-2011 (New)

Invoice Number: 241234 Sales Invoice Date: 04-Apr-2011

Purchaser's Name: Lucys Mat Factory

Eligible Product Codes: TDP-IMP Product Description: TDP1, On-the-Road, Feedstock

Details of Sales Invoice

Product Destination: Ontario Specify Other Product Destination:

Scale Ticket Number: 4567 Scale Weight (tonnes): 2.0000

Processing Incentive Rate: 140.00 Claim Amount: 280.00

Back

Appendix E: Processor Claims Training

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Processor Online Claims: Product Sales

- Choose "Summary of Product Sales –View Sales Invoices" from the drop down menu to review all invoices entered as well as export the data to excel (click on the Export Data as Excel File button)

Tip: The "Filter" and "View Invoice" options are also available on this screen

Invoice Date	Invoice #	Purchaser's Name	Destination	Scale Ticket	Incentive Rate	Scale Weight	Claim Amount
04-Apr-2011	341234	Lucys Mat Factory	Ontario	4567	140.00	2.0000	280.00
Grand Totals							280.00

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Processor Online Claims: Disposition of Residuals

- From the drop down menu, choose the "Disposition of Residuals" link to enter disposition of residuals information

Invoice Date	Invoice #	Purchaser's Name	Destination	Scale Ticket	Incentive Rate	Scale Weight	Claim Amount
04-Apr-2011	341234	Lucys Mat Factory	Ontario	4567	140.00	2.0000	280.00
Grand Totals							280.00

Note: This screen is used to enter data from invoices pertaining to disposition of residuals

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Appendix E: Processor Claims Training

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Processor Online Claims: Disposition of Residual

- 2) Choose the Disposition Date, Disposition Reason and Material Type from the drop down menus. Insert the Name of Disposition Site, Disposition Address, Scale Ticket number/ Invoice Number and click "Add Form"

The screenshot shows the 'Disposition of Residuals Form' with the following fields and values:

- Disposition Date:** Apr 15 2011 (with a checked 'Remember Disposition Date' checkbox)
- Name of Disposition Site:** Milas Landfill (with an unchecked 'Remember Name of Disposition Site' checkbox)
- Disposition Address:** 123 Waste Way
- Disposition Reason:** Landfill (with an unchecked 'Remember Disposition Reason' checkbox)
- Material type:** Fibre (with a checked 'Remember Material type' checkbox)
- Scale Weight:** 0.5
- Scale Ticket Number/ Invoice Number:** 14672
- Specify If Other:** (empty field)
- Add Form** button

Disposition Address,
Scale Weight and
Scale Ticket number/
Invoice Number and
click "Add Form"

Tip: Click the "Remember" boxes to populate the same data on the next form

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Processor Online Claims: Disposition of Residual

- When entering disposition of residuals information pertaining to sales of whole tires, please indicate the counts of tires being transferred in the "Scale Ticket" field after the scale ticket number i.e. 1234556; PLT 10; MT 56 etc.)

This screenshot is identical to the one on page 29, showing the 'Disposition of Residuals Form' with the same fields and values.

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Appendix E: Processor Claims Training

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Processor Online Claims: Disposition of Residuals

- Once the form is saved, the "Successfully Added" confirmation message will populate.

The screenshot shows the Ontario Tire Stewardship website with the 'Disposition of Residuals Form' displayed. A yellow confirmation box at the top reads 'Successfully added'. Below this, the form fields are visible: 'Disposition Date' (set to Apr 15, 2011), 'Remember Disposition Date' (checked), 'Name of Disposition Site' (empty), 'Remember Name of Disposition Site' (checked), 'Disposition Address' (empty), 'Disposition Reason' (empty), and 'Remember Disposition Reason' (checked). The page header includes the Ontario Tire Stewardship logo and navigation links.

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Processor Online Claims: Disposition of Residuals

- Disposition of Residual details that have been successfully entered will be displayed at the bottom of the page where the Filter, Delete and Edit functions are available

Summary of Forms Entered							
Filter							
Disposition Date:		Disposition Reason:		Filter Results			
	Disposition Date	Name of Disposition Site	Disposition Address	Disposition Reason	Material type	Scale Ticket #/Invoice Number	Scale Weight
Grand Totals							0.5200
delete	edit	20-Apr-2011	Milas Landfill	123 Waste Way	Landfill	Plastic Cover	56789
0.0200							
delete	edit	15-Apr-2011	Milas Landfill	123 Waste Way	Landfill	Fibre	14673
0.5000							

Showing 1 - 2 from 2 total

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PROCESSOR TRANSFERRING MATERIAL															
<i>All Fields are mandatory. Use Green Fill in the optional. Use Red Text for defaults.</i>															
PART 1: PROCESSOR TRANSFERRING MATERIAL OUT OF INVENTORY <i>Enter a value for the purpose of inventory reporting.</i>															
Register Name _____ Company Name _____ Contact Telephone # _____ <div style="font-size: small; padding-top: 10px;"> I certify that the address on record has not changed. Address does (does not) Relate to: Monthly purpose and is (is not) for Pending Material. </div> Signature of Processor representative _____ Title _____ Date _____	Date of Transfer (MM/DD, YY) _____ <div style="text-align: center; padding: 5px;"> MATERIAL TYPES <i>(Select one or all)</i> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">TERRAP (See Note 1, Misc-Ton)</td> <td style="width: 20%; text-align: right;">ton(s) (Enter)</td> </tr> <tr> <td>TERRAP (See Note 1, Misc-Ton)</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>TERRAP (See Note 1, Misc-Ton)</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>TERRAP (See Note 1, Misc-Ton)</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>TERRAP (See Note 1, Misc-Ton)</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>TERRAP (See Note 1, Misc-Ton)</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>TERRAP (See Note 1, Misc-Ton)</td> <td style="text-align: right;">_____</td> </tr> </table> <div style="font-size: small; padding-top: 10px;"> I certify that the address on record has not changed. Address does (does not) Relate to: Monthly purpose and is (is not) for Pending Material. </div> Signature of Processor representative _____ Title _____ Date _____	TERRAP (See Note 1, Misc-Ton)	ton(s) (Enter)	TERRAP (See Note 1, Misc-Ton)	_____	TERRAP (See Note 1, Misc-Ton)	_____	TERRAP (See Note 1, Misc-Ton)	_____	TERRAP (See Note 1, Misc-Ton)	_____	TERRAP (See Note 1, Misc-Ton)	_____	TERRAP (See Note 1, Misc-Ton)	_____
TERRAP (See Note 1, Misc-Ton)	ton(s) (Enter)														
TERRAP (See Note 1, Misc-Ton)	_____														
TERRAP (See Note 1, Misc-Ton)	_____														
TERRAP (See Note 1, Misc-Ton)	_____														
TERRAP (See Note 1, Misc-Ton)	_____														
TERRAP (See Note 1, Misc-Ton)	_____														
TERRAP (See Note 1, Misc-Ton)	_____														
PART 2: PROCESSOR RECEIVING TIMES INTO INVENTORY <i>Enter a value for the purpose of inventory reporting.</i>															
Register Name _____ Company Name _____ Contact Telephone # _____ Signature of Processor _____ Title _____ Date _____	I certify receiving the quantity of material stated as Signature of Processor _____ Title _____ Date _____														

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PART 1: PROCESSOR TRANSFERRING MATERIAL OUT OF INVENTORY Retain a copy for the purpose of inventory reporting.	
Registration Number _____ Company Name _____ Contact Telephone(s) _____ <small>Identify that the material was received from, transferred Outward, through the Debit/Debit Document program and is eligible for Processing Incentive.</small>	Date of Transfer (MM/YY) _____ MATERIAL TYPES <small>(If all items available, please select T and</small> TDPINT (On-to-Base/Whole Tree) _____ TDPST (Off-to-Base/Whole Tree) _____ TDPINT (On-to-Base/Whole Tree) _____ TDPST (Off-to-Base/Whole Tree) _____ TDPINT (On-to-Base/Partial Tree) _____ TDPST (Off-to-Base/Partial Tree) _____
Signature of Processor representative _____ Print Name _____	Scale Ticket Number _____ Invoice Number (if applicable) _____

Appendix E: Processor Claims Training

Processor Online Claims: Processor to Processor Transfers

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Completing a PIT Form:

1) Part 2 of the form is to

be completed by the

Processor receiving the tires

(i.e. incoming inventory)

- Registration number
- Company name
- Contact number
- Signature and name of contact

PART 2: PROCESSOR RECEIVING TIRES INTO INVENTORY	
Ensure you retain your copies for the purpose of inventory reporting.	
Registration Number _____	I certify receiving the quantity of material noted above.
Company Name _____	Signature of Processor _____
Contact Telephone # _____	Print Name _____

Both parties will retain a copy for their records and submit a hardcopy form as part of their Processor Claim Submission for that month

Processor Online Claims: Inventory Received from Processors

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- 1) Choose 'Inventory Received from Processors' to enter PIT form information for the RECEIVING Processor

Note: PIT form information when RECEIVING material from another registered processor is entered here.

The screenshot shows the Ontario Tire Stewardship website interface. At the top, there's a navigation bar with links like 'Home', 'About OTS', 'Tire Recycling in Ontario', 'Registration', 'How to Submit Claims', and 'How to Verify'. Below this, a dropdown menu is open, showing 'Inventory Received from Processors' as the selected option. The main form area is titled 'Inventory Received from Processors' and contains several input fields: 'Processor Registration #', 'Processor Name', 'Product Type', 'Product Code', 'Product Description', 'Batch Number', 'Batch Code', and 'Batch Weight'. There are also checkboxes for 'Processor Registered in O.T.S.' and 'Processor Product Type'. At the bottom, there's a 'Submit' button and a 'Go Back' button.

Appendix E: Processor Claims Training

Processor Online Claims: Inventory Received from Processors

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- 2) Enter the PIT Date and Product type received from the drop down menus. Enter the Processor number (from which the material was received), the PIT form number, invoice/scale ticket number and scale weight and click "Add Form"

The screenshot shows the 'Inventory Received from Ontario Processors Form' with the following fields and values:

- Received Date: Apr 4 2011
- Processor Registration #: 4009999
- PIT Form #: 61223456
- Invoice Number: 2345
- Scale Ticket: 1234566
- Processor Name: ACME PROCESSOR
- Product Type: TOPSOIL
- Product Description: TDPS, On-the-Road, Whole Tires
- Scale Weight: 2

Red boxes highlight the 'Remember' checkboxes for 'Received Date', 'Processor Registration #', and 'Product Type'. A red arrow points from the 'Remember' checkbox for 'Product Type' to the tip text on the right.

Tip: Click the "Remember" boxes to populate the same data on the next form

Processor Online Claims: Inventory Received from Processors

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- Once the form is saved, the "Successfully Added" confirmation message will populate.

The screenshot shows the 'Inventory Received from Ontario Processors Form' with the following fields and values:

- Received Date: Apr 1 2011
- Processor Registration #: 4009999
- PIT Form #: (empty)
- Invoice Number: (empty)
- Processor Name: ACME PROCESSOR
- Product Type: - choose one -
- Product Description: (empty)

A yellow box at the top of the form contains the message "Successfully added". Red boxes highlight the 'Remember' checkboxes for 'Received Date' and 'Processor Registration #'. A red arrow points from the 'Remember' checkbox for 'Product Type' to the tip text on the right.

Appendix E: Processor Claims Training

Processor Online Claims: Inventory Received from Processors

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- PIT details that have been successfully entered will be displayed at the bottom of the page where the Filter, Delete and Edit functions are available. Clicking on the PIT Form # link will display the form details in read only mode.

Summary of Forms Entered

Filter

Invoice Date: PIT Form #: Processor Reg. #: TDP Type:

Invoice Number:

	Invoice Date	PIT Form #	Processor Reg #	TDP Type	Invoice Number	Scale Ticket	Scale Weight
Grand Totals							2.0000
delete edit	04-Apr-2011	81223456	4009999	TDP5NT	2345	1234566	2.0000

Showing 1 - 1 from 1 total

Processor Online Claims: Inventory Received from Processors

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- Clicking on the invoice number will display the details of the invoice entered in read only mode.

My Claims - Claim | Inventory Received From Ontario Processors - View Entered Forms - page

In Province Processor UMBRELLA CORPORATION, #4099999 | Claim Period 01-Apr-2011 to 30-Apr-2011 (New)

Inventory Received from Ontario Processors - More Info

Received Date:

Processor Registration #: Processor Name:

PIT Form #:

Details of Invoice

Eligible Product Type: Product Description:

Invoice Number: Scale Ticket:

Scale Weight(tonnes):

Appendix E: Processor Claims Training

Processor Online Claims: Inventory Received from Processors

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- Choose "Inventory Received from Processors–View Entered Forms" from the drop down menu to review all PIT Forms entered, the Export Data function is available here as well.

My Claims Claim Inventory Received From Ontario Processors - View Entered Forms page

In Province Processor UMBRELLA CORPORATION, #4099999 | Claim Period 01-Apr-2011 to 30-Apr-2011 (New)

Export
Export Data as Excel File

Summary of Forms Entered

Filter

Invoice Date(CO-MM-YYYY): PIT Form #: Processor Reg. #: TDP Type:

Invoice Number: Filter Results

Invoice Date	PIT Form #	Processor Reg #	TDP Type	Invoice Number	Scale Ticket	Scale Weight
Grand Totals						2.0000
04-Apr-2011	81223456	4009999	TDPST	2345	1234566	2.0000

Showing 1 - 1 from 1 total

Tip: The Filter option is available on this screen

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Processor Online Claims: Inventory Transferred to Processors

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- 1) Choose "Inventory Transferred to Processors" to enter PIT form information for the TRANSFERRING Processor

Note: PIT form information when TRANSFERRING material from another registered processor is entered here.

Home About OTS Tire Stewardship Ontario Registration Rules & Regulations News & Media

Inventory Transferred to Ontario Processors page

Inventory Transferred to Ontario Processors Form

Processor Registration # Processor Name
PIT Form # Processor Name
Invoice Number Invoice Number
Scale Ticket Scale Weight (in tonnes)
PIT Form # Processor Name
Invoice Number Invoice Number
Scale Ticket Scale Weight (in tonnes)
PIT Form # Processor Name
Invoice Number Invoice Number
Scale Ticket Scale Weight (in tonnes)

Summary of Forms Entered

Filter

Invoice Date(CO-MM-YYYY): PIT Form #: Processor Reg. #: TDP Type:

Invoice Number: Filter Results

Invoice Date	PIT Form #	Processor Reg #	TDP Type	Invoice Number	Scale Ticket	Scale Weight
Grand Totals						2.0000
04-Apr-2011	81223456	4009999	TDPST	2345	1234566	2.0000

Showing 1 - 1 from 1 total

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Appendix E: Processor Claims Training

Processor Online Claims: Inventory Transferred to Processors

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- 2) Enter the PIT Date and Product type transferred from the drop down menus. Enter the Processor number (to which the material was transferred), the PIT form number, invoice/scale ticket number and scale weight and click "Add Form"

My Claims > Claim > Inventory Transferred To Ontario Processors page
In Province Processor UMBRELLA CORPORATION, #4009999 | Claim Period 01-Apr-2011 to 30-Apr-2011 (New)

Inventory Transferred to Ontario Processors Form

Received Date:
Apr 30 2011
☒ Remember Received Date

Processor Registration #:
4009999
☒ Remember Processor Registration #

PIT Form #:
P7654321

Invoice Number:
P78665

Scale Ticket:
P22368997H

Rate per Tonne:
P50.0000

Processor Name:
ACME PROCESSOR

Product Type:
TDPSFT
☒ Remember Eligible Product Code

Product Description:
TDPS, Off-the-Road, Whole Tires

Scale Weight (in Tonnes) :
1

Add Form

Note: The Processor Name, Product Description and Rate Per Tonne will auto populate based on the data entered

Processor Online Claims: Inventory Transferred to Processors

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- Once the form is saved, the "Successfully Added" confirmation message will populate.

Home About OTS Tire Recycling in Ontario Registration Roles & Operations News & Me

Successfully added

My Claims > Claim > Inventory Transferred To Ontario Processors page
In Province Processor UMBRELLA CORPORATION, #4009999 | Claim Period 01-Apr-2011 to 30-Apr-2011 (New)

Inventory Transferred to Ontario Processors Form

Received Date:
Apr 30 2011
☒ Remember Received Date

Processor Registration #:
4009999
☒ Remember Processor Registration #

PIT Form #:

Processor Name:
ACME PROCESSOR

Product Type:
TDPSFT
☒ Remember Eligible Product Code

Appendix E: Processor Claims Training

Processor Online Claims: Inventory Transferred to Processors

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- PIT details that have been successfully entered will be displayed at the bottom of the page where the Filter, Delete and Edit functions are available. Clicking on the PIT Form # link will display the form details in read only mode.
- Notice the Claim Amount when transferring (as an eligible sale only) will be populated

Summary of Forms Entered

Filter

Invoice Date (DD-MMM-YYYY): PIT Form #: Processor Reg. #: TDP Type:

Invoice Number:

	Invoice Date	PIT Form #	Processor Reg#	TDP Type	Invoice Number	Scale Ticket	Rate	Weight	Claim Amount
Grand Totals								1,000.00	150.0000
delete edit	30-Apr-2011	67654321	4039999	TDP5FT	123456789F...	123456TDP5...	150.00	1.0000	150.0000

Showing 1 - 1 from 1 total

Ontario Tire Stewardship

Processor Online Claims: Inventory Transferred to Processors

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- Clicking on the invoice number will display the details of the invoice entered in read only mode.

My Claims - Claim Inventory Transferred To Ontario Processors - View Entered Forms

Inventory Transferred to Ontario Processors - More Info

Received Date: Apr 30 2011

Processor Registration #: Processor Name:

PIT Form #:

Details of Transfer Invoice

Product Type: Product Description:

Invoice Number:

Scale Ticket:

Scale Weight (tonnes):

Payment Details

Claim Amount: Rate per Tonnet:

NOTE: ELIGIBLE SALES OF TDP5 TO ANOTHER PROCESSORS ARE TO BE DONE AND REPORTED ON A PIT FORM, THE INVOICE MUST BE ATTACHED TO THE HARDCOPY FORM SUBMITTED. DO NOT ENTER THESE SALES AGAIN ON THE PRODUCT SOLD PAGE.

Appendix E: Processor Claims Training

Processor Online Claims: Inventory Transferred to Processors

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- Choose "Inventory Transferred to Ontario Processors –View Entered Forms" from the drop down menu to review all PIT Forms entered. The Export function is available on this page as well.

My Claims | Claims | Inventory Transferred To Ontario Processors - View Entered Forms | page

In Previous Processor: UMBRELLA CORPORATION, #409999 | Claim Period: 01-Apr-2011 to 30-Apr-2011 (New)

Export
Export Data as Excel File

Summary of Forms Entered

Filter

Invoice Date: 01-Apr-2011 PIT Form #: Processor Reg. #: TDP Type:

Invoice Number: Filter Results

Invoice Date	PIT Form #	Processor Reg #	TDP Type	Invoice Number	Scale Ticket	Scale Weight	Rate per Tonne	Claim Amount
20-Apr-2011	0755424	409999	TDPST	123456789...	123456789...	150.00	1,000.00	150,000.00
Grand Totals								1,000.00 \$150,000.00

Showing 1 - 1 From 1 total

Tip: The Filter option is available on this screen

Processor Online Claims: Claims Summary & Submission

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- Choose 'Claims Summary' from the drop down menu to review the overall claim information entered as well as submit the claim.

My Claims | Claims | Claims Summary | page

In Previous Processor: UMBRELLA CORPORATION, #409999 | Claim Period: 01-Apr-2011 to 30-Apr-2011 (New)

Processor Summary

Processor Name: UMBRELLA CORPORATION
Registration Number: 409999
Reporting Period: Apr-2011
Claim Period Dates: 01-Apr-2011 to 30-Apr-2011
Reported By: 00000000
Contact Number: 00000000

File Inventory Weight (in tonnes) | Processing Inventory (in \$)

Summary of Product Transferred

Spent Product	Weight (tonnes)	Processing Inventory (\$)
Waste: Processed Tires	1,000.00	150,000.00
Waste: Processed Tires (Other)	0.00	0.00
Waste: Processed Tires (Other)	0.00	0.00
Total	1,000.00	150,000.00

Summary of Product Sold and Stockpiled

Product	Weight (tonnes)	Processing Inventory (\$)
Waste: Processed Tires	1,000.00	150,000.00
Waste: Processed Tires (Other)	0.00	0.00
Waste: Processed Tires (Other)	0.00	0.00
Total	1,000.00	150,000.00

Summary of Product Sold and Stockpiled

Product	Weight (tonnes)	Processing Inventory (\$)
Waste: Processed Tires	1,000.00	150,000.00
Waste: Processed Tires (Other)	0.00	0.00
Waste: Processed Tires (Other)	0.00	0.00
Total	1,000.00	150,000.00

Total Inventory Claim: 150,000.00

Submit Claim | Cancel

Appendix E: Processor Claims Training

Processor Online Claims: Claims Summary & Submission

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- Example of Claims Summary Page:

My Claims = Claim / Claim Summary page

In Province Processor UMBRELLA CORPORATION, #4099999 | Claim Period 01-Apr-2011 to 30-Apr-2011 (New)

Processor Info

Processor Name:	UMBRELLA CORPORATION
Registration Number:	4099999
Reporting Period:	Apr-2011
Claim Period Dates:	01-Apr-2011 to 30-Apr-2011
Prepared by:	OTS TEST
Contact Number:	888-687-2202

Tire Inventory Weight (in tonnes)	Processing Incentive (in \$)
--	---

Summary of Product Received

Opening Inventory:	1,000.0000
--------------------	------------

Processor Online Claims: Claims Summary & Submission

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2. Review the data entered to ensure all forms and invoices were entered; the Total Incentive Claim amount and Closing inventory will be auto calculated to reflect the data entered
3. Click "Submit Claim" to submit your online data submission

Summary of Product Received

Opening Inventory:	1,000.0000
Inventory Received from Dealers:	4,000.0000
Inventory Received from Ontario Processors:	2,000.0000
Total:	1,008.0000

Summary of Product Sold and Residuals

Summary of Product Sales:	2,000.0000	280.0000
Inventories Transferred to Ontario Processors:	1,000.0000	150.00
Summary of Disposition of Residuals:	0.5000	
Total:	3,500.0000	
Closing Inventory:	1,004.4800	

Total Incentive Claim: 430.00

Clicking on the "links" will bring you to the data entry pages

Appendix E: Processor Claims Training

Processor Online Claims: Claims Summary & Submission

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- 4) Once you click "Submit Claim" you will be asked to confirm that you wish to submit your electronic claim. To proceed with filing the claim, choose "OK". Choosing cancel will return you to the Claims Summary Page

Processor Online Claims: Claims Summary & Submission

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- 5) You will receive a confirmation message once your online claim has been successfully submitted.

NOTE: Actual Claim amounts may differ from the amount displayed on the summary page as a result of adjustments made in accordance with the claims approval process.

Appendix E: Processor Claims Training

Processor Online Claims: Claims Summary & Submission

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IMPORTANT REMINDER: Processor Claims are not considered completely submitted until both the online claim has been successfully submitted AND OTS has received the accompanying hardcopies. It is the responsibility of the Processor to ensure that hardcopy documents are received by OTS (call to confirm receipt).

Processor Claims must be fully received (electronic submission and hardcopies) prior to the close of the claim period in order to be considered for payment.

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Processor Online Claims: Claims Summary

- Once a claim has been submitted you will only see the "View Entered Forms/Invoices" options from the claims drop down menu.

The screenshot displays the Ontario Tire Stewardship website interface. At the top, the logo and tagline "Industry Rolls Old Tires into Green Products" are visible. A navigation bar includes links for Home, About OTS, Tire Recycling in Ontario, Registration, Roles & Operations, and News & Media. A yellow banner at the top of the main content area states "Claim successfully submitted". Below this, the "My Claims" section shows a dropdown menu for "Claim Summary" with a "page" indicator. The dropdown menu is open, revealing options: "General", "Processor Information", "Inventory Received From Haulers", "Inventory Received From Ontario Processors", "Inventory Transferred To Ontario Processors", "Product Sales", and "Disposition of Residuals". Each option has a corresponding "View Entered Forms" or "View entered Disposition Invoices" link. The "Claim Period Dates" are listed as "01-Apr-2011 to 30-Apr-2011". The "Prepared by:" field shows "OTS TEST" and the "Contact Number:" field shows "888-687-2202".

Appendix E: Processor Claims Training

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Processor Online Claims: Claims Status

- To view previously submitted claims click on the "Processor Online Claim" link from the right hand menu.
- You will be promoted to re-enter your Processor Registration Number and click proceed.

The screenshot shows the 'Processor Registration Number Validation' page. At the top, there is a navigation bar with links: Home, About OTS, Tire Recycling in Ontario, Registration, Roles & Operations, and News & Media. Below the navigation bar, the page title is 'Processor Registration Number Validation'. The main content area contains a text input field labeled 'Processor Registration Number:' and a 'Proceed' button.

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Processor Online Claims: Claims Status

- The "My Claims" Screen will display the previously created claims and identify the status of the claim as on of "New", "Under Review" and "Approved"

The screenshot shows the 'My Claims' page. At the top, there is a navigation bar with links: Home, About OTS, Tire Recycling in Ontario, Registration, Roles & Operations, and News & Media. Below the navigation bar, the page title is 'My Claims'. The main content area contains a 'Claim Form' with fields for 'Claim Period' (May 2011), 'Prepared By', 'Phone', and 'Opening Inventory Weight (tonnes)'. Below the form is a 'Create Claim' button. Below the form is a table titled 'My Existing Claims' with columns: Claim Period, Submission #, and State. The table contains one row: 'view 01-Apr-2011 to 30-Apr-2011 1 Under Review'. At the bottom right of the table, it says 'Showing 1 - 1 from 1 total'.

Appendix E: Processor Claims Training

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Processor Claims: Claims Status

- There are 3 possible statuses of an Online Claim:
 - 1) "New": Claims that have been created and saved by the Processor but have not yet been submitted electronically to OTS. These claims can be edited.
 - 2) "Under Review": Claims that have been submitted electronically to OTS, for which OTS has not finalized/approved the claim. These claims can be viewed only and can be reversed upon request by the Processor
 - 3) "Approved": Claims that have been fully received by OTS and finalized in the system. These claims have been finalized and payment has been issued. These claims can not be reversed

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Processor Claims: Claims Status

Example of Possible Claims Status

[My Claims](#)
In Province Processor UMBRELLA CORPORATION, #40999999

Claim Form

Claim Period: May 2011 Prepared By: Phone:

Opening Inventory Weight (tonnes): 0.0000

Create Claim

My Existing Claims

	Claim Period	Submission #	State
view	01-May-2011 to 31-May-2011		1 New
view	01-Mar-2011 to 31-Mar-2011		1 Approved
view	01-Apr-2011 to 30-Apr-2011		1 Under Review

Showing 1 - 3 from 3 total

Appendix E: Processor Claims Training

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Processor Claims: Claims Status

- As noted previously, on occasion a Processor may wish to have their claim reversed meaning put back into "New" move from "Submitted"
- An email requesting the claim reversal must be sent to Processor@ontariots.ca indicating the registrant information and reason for reversal.
- Once a claim is reversed it will appear as "New" on the "My Claims" Page and is no longer considered to have been submitted to OTS.
- Processors requesting reversals should note that in order for the claim to be eligible for payment, the electronic claim and updated hardcopies if applicable must be resubmitted prior to the close of the claim period.

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Processor Claims: Claims Status

Example of a Reversed Claim:

- The State of the claim went from "Under Review" to "New" and can now be edited again

My Claims
In Province Processor UMBRELLA CORPORATION, #4099999

Claim Form

Claim Period: May 2011 Prepared By: Phone:

Opening Inventory Weight (tonnes): 0.0000

Create Claim

My Existing Claims

	Claim Period	Submission #	State
view	01-May-2011 to 31-May-2011	1	New
view	01-Mar-2011 to 31-Mar-2011	1	Approved
view	01-Apr-2011 to 30-Apr-2011	1	New

Showing 1 - 3 from 3 total

Appendix E: Processor Claims Training

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Processor Online Claims: Out of Province Processors

- There are several difference for Out of Province Processor claims outlined on the slides to follow.
- The first difference can be seen in the drop down menu options: Out of Province Processors do not have PIT related links.

Home About OTS Tire Recycling in Ontario Registration Roles & Operations News & Media

My Claims - Claim Summary page

Out of Province Processor

Claim Summary

Processor Information

Inventory Received From Haulers

Inventory Received From Haulers - View Entered Forms

Product Sales

Summary of Product Sales

Summary of Product Sales - View Sales Invoices

Disposition of Residuals

Disposition of Residuals - View entered Disposition Invoices

Claim Period Dates: 01-Jan-2011 to 31-Jan-2011

Prepared by: Green Lantern

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Processor Online Claims: Out of Province Processors

- Applicable Out of Processor Rates per tonne of material received are displayed on the Processor Information page.

My Claims - Claim Processor Information page

Out of Province Processor

Claim Processor Information

Reporting period: Jan-2011

Registration Number: 6177777

Processor Name: EXXON TIRE CORPORATION

Prepared By: Green Lantern

Phone: 800-555-1234

Claim period: 01-Jan-2011 to 31-Jan-2011

Rates for Out of Province Processors

Add Hoc Rate - PLT: 0.0000

Add Hoc Rate - MT: 0.0000

Add Hoc Rate - OTB: 0.0000

Guaranteed Rate - PLT: 0.0000

Guaranteed Rate - MT: 0.0000

Guaranteed Rate - OTB: 0.0000

Update Claim Cancel

Appendix E: Processor Claims Training

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Processor Online Claims: Out of Province Processors

- Out of Province Processors generate payment upon receiving material from registered Haulers.
- On the "Inventory Received from Haulers" page, Out of Province Processors will see an additional comment "Claim Amount" in the Summary of Forms Entered section of the page.
- By clicking on the PTR form, additional details about the payment amount and PTR form will be displayed in read only mode.

Summary of Forms Entered

Filter

Date Delivered: PTR Form #: Hauler Reg. #: Hauler Name:

Date Delivered	PTR Form #	Hauler Reg #	Hauler Name	Scale Ticket	Scale Weight	Total Est. Weight	Claim Amount		
Grand Totals					12,000.0000	1,200.0000	660.00		
delete	edit	01-Jan-2011	79876543	39999999	TWO GUYS AND A TRUCK	46	12,000.0000	1,200.0000	660.00

Showing 1 - 1 from 1 total

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Processor Online Claims: Out of Province Processors

Example of PTR in read only mode for an Out of Province Processor:

Inventory Received from Haulers - View Entered Form Details

Date Delivered: 01-Jan-2011

Hauler Registration #: 39999999

PTR Form #: 79876543

Scale Ticket: 46

Scale Weight: 12,000.0000

Total Est. Weight: 1,200.0000

Claim Amount: 660.00

Standard Weight (kg): 1,200.0000

Estimated Weight (kg): 1,200.0000

Adjusted Load Weight (kg): 1,200.0000

Notes:

Comments by User:

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Appendix E: Processor Claims Training

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Processor Online Claims: Out of Province Processors

- Payment details are displayed on the read only screens

Example of the payment details:

The screenshot displays a web interface with the following sections:

- Total Est. Weight:** 1,200
- Mixed Load Weight Breakdown:**

PLT:	MT:	OTR:
12,000.0000	0.0000	0.0000
- Rate:**

PLT:	MT:	OTR:
0.06	0.06	0.15
- Payments by Tire Type:**

PLT:	MT:	OTR:
660.00	0.00	0.00
- Total Payments:** 660.00 (highlighted with a red box)
- < Back** button

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Processor Online Claims: Out of Province Processors

- Out of Province Processors must still enter Product Sales data to support the fact that the tires are being sent to an approved end use
- Data is entered using the same format as in province processors

Note: Out of Province Processors do not generate payment from product sales

The screenshot shows the 'Product Sales Form' with the following fields:

- My Claims:** [Main](#) | [Summary of Product Sales](#) | [page](#)
- Out of Province Processor:** OMNI TIRE CORPORATION, #4399999 | **Claim Period:** 01-Jan-2011 to 31-Jan-2011 (New)
- Product Sales Form:**
 - Sales Invoice Date:** Jan 19 2011
 - ☒ Remember Sales Invoice Date
 - Invoice Number:** 067634
 - Purchaser's Name:** Christmas Mats
 - Eligible Product Code:** TOP2NT
 - ☒ Remember Eligible Product Code
 - Product Description:** TOP2, On-the-Road, Whole Tires
 - Details of Sales Invoice:**
 - Product Destination:** Canada (Non-Ontario)
 - ☒ Remember Product Destination
 - Scale Ticket Number:** 1234
 - Scale Weight (tonnes):** 2
- Add Sales Invoice** button

Appendix E: Processor Claims Training

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Processor Online Claims: Out of Province Processors

- Clicking on the details of saved Product Sales will not display payment on any of the screens (Invoice Details, View Entered Invoices etc.)

Product Destination:

☒ Remember Product Destination

Scale Ticket Number:

Scale Weight (tonnes):

Add Sales Invoice

Summary of Forms Entered

Filter

Invoice Date (DD-MM-YYYY): Invoice Number: Product Destination:

	Invoice Date	Invoice #	Purchaser's Name	Destination	Scale Ticket	Scale Weight
Grand Totals						2.0000
delete	19-Jan-2011	567834	Christmas...	Canada (Non-Ontario)	1234	2.0000

Showing 1 - 1 from 1 total

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Processor Online Claims: Out of Province Processors

- Clicking on the details of saved Product Sales will not display payment on any of the screens related to Product Sales (Invoice Details, View Entered Invoices etc.)

Home About OTS Tire Recycling in Ontario Registration Roles & Operations News & Media

My Claims [Claim](#) [Summary of Product Sales - View Sales Invoices](#) [3](#) page

Out of Province Processor ONLINE TIRE CORPORATION, #41999999 | Claim Period 01-Jan-2011 to 31-Jan-2011 (New)

Export

Summary of Forms Entered

Filter

Invoice Date (DD-MM-YYYY): Invoice Number: Product Destination:

	Invoice Date	Invoice #	Purchaser's Name	Destination	Scale Ticket	Scale Weight
Grand Totals						2.0000
	19-Jan-2011	567834	Christmas...	Canada (Non-Ontario)	1234	2.0000

Showing 1 - 1 from 1 total

Appendix E: Processor Claims Training

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Processor Online Claims: Out of Province Processors

- When viewing the Out of Province Claim Summary screen estimated payment will only be displayed next to Inventory Received
- The submission process remains the same for Out of Province Processors

Processor Info

Processor Name:	ONIR TIRE CORPORATION
Registration Number:	8199999
Reporting Period:	Jan-2011
Claim Period Dates:	01-Jan-2011 to 31-Jan-2011
Prepared By:	Green Lantern
Contact Number:	800-555-1234

Tire Inventory Weight (in tonnes) Processing Incentive (in \$)

Inventory Received from Dealers:	12,000.00	600.00
Total:	12,000.00	

Summary of Product Sold and Residuals

Summary of Product Sales:	2,000.00
Summary of Disposition of Residuals:	0.0000
Total:	2,000.00

Total Incentive Claims: 600.00

Submit Claim Cancel

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Processor Online Claims: Late Claim Submissions

Processor claims must be submitted in full (online electronic submission and hardcopies received by OTS prior to the close of the claims reporting period). In the event that either part of the submission is received late, the claim may be processed at a zero dollar amount. The online submission will still be accepted however the estimated claim amount may differ (be paid at zero) for these late claim periods.

Appendix E: Processor Claims Training

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Processor Online Claims: Important Reminders

In order to be eligible for payment, both the online submission and hardcopies must be received by OTS prior to the close of the claims reporting period.

Details of payments presented on the online submission are estimated payments only. These amounts may change as a result of the claims review process.

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Processor Online Claims: Important Reminders

When submitting hardcopies, ensure that only one claim submission is sent in one package and labelled. Please print off a copy of the claims summary screen to aid in the identification of the claim period being submitted. To assist in the processing, please ensure that all hardcopies are sent in the order in which they are filled.

Remember, even if you have no reportable activity, a zero activity claim must be filed (online submission would consist only of the Processor information tab completed; hardcopy submission is the completed "Processor Zero Activity" form for the effected month)

Appendix E: Processor Claims Training

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Processor Online Claims: Important Reminders

All Hardcopy submissions are to be sent to the following address:

Ontario Tire Stewardship
ATTN: Claims Processing
405 The West Mall, Suite 500
Toronto, ON
M9C 5K7

It is the Processors responsibility to ensure that the hardcopies are received by OTS (Processors may call to confirm receipt)

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Processor Online Claims: Overview

This presentation reviewed the following aspects of the Processor online claims submission:

- 1) Getting Started
- 2) Creating a New Claim
- 3) Completing the Processor Information Page
- 4) Completing the Inventory Received from Haulers Page
- 5) Completing the Product Sold Page
- 6) Completing the Disposition of Residuals Page
- 7) Processor to Processor Transfers

Appendix E: Processor Claims Training

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Processor Online Claims: Overview

- 8) Completing the Inventory Received from Processors Page
- 9) Completing the Inventory Transferred to Processors Page
- 10) Claims Summary & Submission
- 11) Claims Status
- 12) Out of Province Processor Differences
- 13) Late Claim Submissions
- 14) Reminders

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Processor Claims: Questions?

- Processors with questions not covered in this presentation or those requiring additional information on the online system should contact OTS at:

Telephone: 1-888-687-2202

Email: processors@ontariots.ca

Appendix E: Processor Claims Training

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Ontario Tire Stewardship; Processor Online Claims

Appendix E: Processor Claims Training

Ontario Tire Stewardship Processor Standards

Version 1.0

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

Appendix E: Processor Claims Training

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1.0 Overview

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

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

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

Sample Processor Standards Only. Refer to OTS Website for Current Standards

Appendix E: Processor Claims Training

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

1.1 What Types of Processors do the Standards Apply To?

The Standards apply to all Processors registered as such with Ontario Tire Stewardship. Some of the standards may not be applicable to a given Processor location due to the nature of the variations in Processor 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 Processors since September 1st 2009, or upon the Processor'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: Processor Claims Training

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 Processor Registration and must be maintained as long as the Processor is registered as such in the Program. This section outlines the Core Standards.

2.1 Ontario Business Number

Processors who are in commercial operation must hold a valid Ontario business number which corresponds to the Business Name and Business Start date which is provided to OTS during initial Processor registration.

2.2 Harmonized Sales Tax Number

Processors are required to provide OTS with their valid HST number which must be associated with the Ontario Business number provided to OTS during registration. Processors that are not required to hold a valid HST number (eg. First Nations Community or business with a gross earnings under the legislative threshold etc.) must provide 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

Processors storing/processing large quantities of used tires must be familiar with the applicable Certificate of Approvals requirements that may govern their operations. In the event that a Processor is storing (on a yard or otherwise) or processing quantities of tires that require the Processor to hold a Certificate of Approval as issued by the Ontario Ministry of the Environment, OTS must be made aware of the Certificate Approval number, the maximum number of used tires (or equivalent weight) permitted on the site and any other applicable information relating to the approval. The Processor must ensure that they are storing tires in a secure manner and in quantities as permitted by their Certificate of Approval. Some Processors may not hold a Certificate of Approval for the storage of used tires, they must ensure that they remain in compliance with all applicable legislative requirements pertaining to the storage of used tires at all times (in accordance with all Federal, Provincial and Municipal legislation or the requirements of any regulatory body having authority).

2.4 Appropriate Commercial Liability Insurance

Processors must hold valid comprehensive general commercial liability insurance and ensure that it remains valid for the time that they are a registered Processor with Ontario Tire Stewardship. Commercial liability should include comprehensive coverage for bodily injury and property damage. The Processors insurance must also cover contractual liability. Insurance policy certificates must be provided annually to OTS and at other times as requested by OTS. Processors are also required to name OTS as an additional insured on their policy as requested and provide updates to OTS at least annually. The minimum amount of insurance required is \$5 million dollars per occurrence as per the Processors Agreement.

2.5 Worker Health & Safety Certification

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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). OTS must be updated, via written communication, if the status of the WSIB certification changes in any way immediately.

2.6 Document Retention

Registered Processors are required to maintain records in accordance with the OTS process outlined for picking up tires (refer to Processor Guidebook for details). All documentation (Processor Tire Receipt Forms, Invoices, 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 Proof of Tire Derived Product Sales

Registered Processors are required to provide proof of TDP sales (or intent to purchase in the event of a new Processor) to OTS at the time of registration. This proof can be in the form of an invoice for product sold, or in the form of a letter issued from a potential business customer stating their intent to purchase the specified class of TDP from the Processor. Proof must be forwarded to OTS as part of the initial registration.

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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 Processors have always been required to comply with all legislative requirements as per the Processors 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 Processors must meet or exceed the standards in this section on or before the phase in implementation date. Any Processor 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.

3.1 Expanded Health & Safety: WHMIS

Registered Processors are required to comply with all applicable Health and Safety requirements. All Processors 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.

Processors 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 Processors must be able to provide proof of WHMIS training to Employees as requested by OTS.

3.2 Expanded Health & Safety: Machinery Safety

Any Processors 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 Processors must be able to provide proof of training being delivered to Employee as requested by OTS.

3.3 Emergency Response Number

Registered Processors must ensure that all Emergency Numbers (Emergency, Spills Action Centre etc.) are posted at the Registered Processors Site 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 Processor sites visited must have Emergency Numbers posted and ensure that employees are aware of the appropriate contacts.

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3.4 Additional Certificates of Approval

Registered Processors are required to provide OTS with a listing of all applicable Certificates of Approval that they require for their operation as well as all corresponding Certificate Numbers and any additional clauses associated with the issuance of the Certificate. These may include, but are not limited to Air and/or Noise Emissions approvals specific storage requirements, waste disposal etc.).

The requirement to provide supporting documents outlining additional Certificate of Approval and the applicable Certificate numbers and conditions will be phased in on May 1st 2012, after this time documents must be provided to OTS upon request.

3.5 On Site Visit

All Processors must undergo an OTS onsite visit to demonstrate compliance with the Standards and receive a "Pass" on the audit to remain as an active Processor.

The requirement to undergo an OTS onsite audit will be phased in on May 1st 2012, after this date Processors must undergo an OTS onsite visit (and pass) prior to becoming registered as a Processor in the OTS Program.

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4.0 Monitoring & Enforcement

Standards will be monitored and enforced in a number of ways including annual updates provided to OTS by the Registered Processor on certain items coupled with period 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 Processor has no Certificate of Approval etc.).

4.1 Updates to OTS Regarding Insurance

Registered Processors are required to notify OTS (either via phone or in writing) with in 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 Processors 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 Processors must notify OTS immediately of any changes to their policy (number, provider, coverage etc.) that may take place any time in writing.

4.2 Updates to OTS Regarding WSIB Status

Registered Processors 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 Processors must notify OTS of any changes to their Certificate of Approval(s) in writing immediately. Processors who obtain a Certificate of Approval (for the storage of used tires, air emissions noise etc.) 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 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.

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4.5 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.

4.6 Audit Compliance Checklist

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

4.6 Audit Results

Once an audit or review has been completed by OTS, the Registered Processor 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 Processor 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 Processor has not met the Standards as applicable to their business and may result in their de-registration as a Processor from the OTS Program.

4.8 Dispute Resolution

If any dispute arises between a Processor 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.

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OTS Processor Standards Checklist

Processor Name: _____
 Processor Number: _____
 Processor Contact Name: _____
 Processor Visit (Initial or Periodic) _____
 Date of Processor Review/Visit _____
 OTS Contact Name: _____

Review: _____ or Visit: _____

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)

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OTS Processor 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 TDP Sales

Proof of TDP Sales on File (Y/N)	Name of Purchaser	History of Selling to Purchaser (for operating Processors)	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, N = 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 Posted (Y/N)?	Do Employees Know ER Contacts?	Status (Y = Pass, N = Fail)	Follow Up Required (Y/N)
Notes:			

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OTS Processor Standards Checklist

11.0 Additional Certificates of Approval (one per line)

Certificate Type	Certificate Number	Certificate Requirements/Notes	Status	Follow Up Required (Y/N)
Notes				

12.0 Onsite Inspection

Previous Inspection Type (Initial/Ongoing)	Previous Inspection Status

Action Items/Plan:

OTS To Complete:

Overall Inspection Status:

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