

OTS Recycled Product Manufacturer (RPM) Guidebook

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Appendix E: RPM 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 (Tire Derived Products; see Appendix A for definitions) from Processors for new products or other uses.

1.3 Role of a RPM under the OTS Plan

Recycled Product Manufacturers (RPMs) manufacture raw materials made from crumb rubber made from tires into many innovative recycled products such as automotive parts, playground tiles, and roof shingles. The Used Tires Program will help promote the development of a province-wide market for such products and provide RPMs with incentives for turning diverted used tires into higher end uses based on the 3Rs (reduction, reuse and recycling) principles.

RPMs that register with the Program may receive Manufacturing Incentives upon proof of sale of these products in accordance with the Used Tires Program Plan. Recycled product technologies that are eligible for these incentives include moulded goods, calendered goods and extruded goods.

The economic stimulus provided under the Program will help RPMs thrive, build Ontario's Green economy, and capitalize on emerging growth opportunities.

1.4 Incentives to Register as an RPM with OTS

RPMs that meet the Used Tires Program requirements (refer to section 1.5 for additional details and the RPM Agreement in Appendix B) are eligible for the following benefits and incentives:

- Applicable Manufacturing Incentives (incentives are fixed and will be updated annually; for certain years a maximum incentive level may be set for RPMs)
- Payment within 35 days of OTS receiving the required proof of sales of Recycled Tire Final Products and a complete Claim (refer to Section 4 for details)
- Business name posted on the OTS website as a registered Recycled Product Manufacturer

1.5 Requirements of OTS Registered RPMs

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

- Register with the Used Tires Program and sign the RPM Agreement with OTS
- Providing proof of sale of Recycled Tire Products
- Providing proof of end use of the Recycled Tire Products 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
- Have manufacturing operations in the Province of Ontario;
- Are manufacturing products using recycled rubber from eligible Ontario tires
- Are moulding, calendaring or extruding products containing recycled tire rubber
- Are able to provide proof of compliance with applicable laws
- Meet the minimum vendor standards contained in the RPM Agreement
- Comply with the RPM Standards

1.5.1 RPM Standards

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

2.0 Registration

This section provides prospective RPMs with an overview of the key components of the registration process. By following the step-by-step instructions provided, you will be able to identify your 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 an RPM registration you must have first reviewed the definition of an RPM as provided by OTS. It is possible to have more than one role under the program, (i.e. Processor and RPM); for multi-role participants, separate application form(s) will need to be completed and submitted for each role.

You will need following information before filling out the RPM 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 tonnes of tire material)
- Name and expiry date of commercial liability insurer
- Worker Health & Safety certification number (WSIB Registration number)
- Details regarding the type of manufacturing conducted
- Valid Email Address
- Other applicable certificates\approvals as applicable
- OTS may request copies of additional documents including but not limited to Master Business Licences, Certificate of Insurance etc.
- Documents etc., in accordance with the RPM 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 RPM 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 RPM, you can submit your application online.

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 an RPM 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. RPM)
- 5) Complete the all required fields on each page prior to hitting “Next Page”
- 6) When you reach the Acknowledgement of Terms and Conditions Page, ensure that the person completing this section has signing authority on behalf of this company (please read the agreement on the webpage prior to clicking that you agree)
- 7) Click “Submit” to submit your application.
- 8) Remember to fax in any supporting documentation
- 9) 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.
- 10) 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.
- 11) You will be contacted by OTS to advise you as to whether or not your RPM application was approved or rejected (please see Approval or Rejections of Applications section below)

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 Adding an Authorized User to an Account

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

2.4.1 Adding an Additional Company Contact

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

2.5 Making Changes to Registrant Information

There are some types of information changes that can not be made without completing a new registration form.

Changes to the following fields require the participant to submit a new RPM 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.

2.5.1 Company Acquisitions

In the event that an RPM 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 RPM or by a registered RPM should be sent to info@Rethinktires.ca

2.6 Assigning Accounts

In accordance with the applicable participant agreement, participants may choose to assign their accounts receivable from OTS to another party. Any participant wishing to have any future receivables assigned to another party must submit their request in writing to OTS indicating their participant number, requested assignment effective date (assignments may only be requested for future periods). Once received OTS will review the request and make the applicable adjustments to the file. OTS will confirm

back via written confirmation (or via email) that the account changes have been accommodated and note the effective date of the assignment. OTS will complete these requests, or respond with additional questions within 30 days of receiving the written request of account assignment.

2.7 RPM EFT Form

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

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:



Rethink your relationship with tires

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

3.0 Receiving Tire Derived Products

Registered RPMs may accept Tire Derived Products (TDPs) from three types of sources; Unregistered sources/Processors, Registered Out of Province sources/Processors and registered In Province Processors. Only TDP received/purchased from a registered In Province Processor that is used to produce a final good are eligible for Manufacturing Incentives. RPMs must be able to track the quantities of material received from various sources.

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

3.1 Receiving Tire Derived Products from Unregistered or Out of Province Processors.

Recycled Products made from TDPs received or purchased from Unregistered Processors and/or from Out of Province Processors are not eligible for Manufacturing Incentives under the Program. RPMs must keep detailed logs of the weights of TDP used in products and stored on site, from Unregistered and Out of Province Processors used in their manufacturing process. These quantities are not to be reported to OTS, however this information may be requested during an audit.

3.2 Receiving Tire Derived Products from In Province Registered Processors

TDPs received/purchased via an eligible sale from In Province registered Processors that are used in producing a recycled product are eligible for Manufacturing Incentives under the Program subject to submitting a successful RPM claim.

3.2.1 Definition of an Eligible Sale between an In Province Registered Processor and an RPM

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.

3.2.2 Definition of an Arms Length Transaction between an In Province Registered Processors and an RPM

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.)

4.0 Manufacturing Incentives

Organizations that choose to register with OTS and adhere to the Terms & Conditions contained in the Recycled Products Manufacturer Agreement, meet any applicable registration deadlines and produce a product type using an approved technique as per the Used Tires Program Plan (i.e. calendaring, extrusion or molding made using Ontario TPD) will be eligible for Manufacturing Incentive payment on every tonne of Ontario TDP used in producing a final product sold as per the eligible sales definition. Payments may be limited to a maximum MI (cap) per RPM in any given year, however processing and sales information must continue to be reported to OTS even though no MI will be paid. This is to help build an MI Plan in future Program years.

In order to receive the applicable MI the RPM must file an MI Claim report on a monthly basis with OTS in the form specified by OTS. Unless otherwise specified, this Claim report must be submitted within 90 days of the end of the monthly reporting period. Claims submitted after the close of the 90 day reporting period, or incomplete claims may be rejected by OTS. Claims are not considered to be submitted until such time that OTS receives both the hardcopy forms and electronic submission for a given claim.

4.1 Eligibility for Manufacturing Incentives

To ensure that the application of the Manufacturing Incentive is done in a fair manner to both existing and new entrants to the manufactured products business, OTS reserves the right to set rules around the application of the MI, including limiting the amount of the MI that any one organization can receive. Firms that are registered with OTS prior to applicable registration dates and actively producing a product manufactured from Ontario crumb rubber will be eligible to submit claims to access manufacturing incentives.

4.1.1 The MI Incentives in 2011 & June 30 2014 Program Year

For the 2011 and 2012 Program years, OTS has implemented a tiered Manufacturing Incentive. Under the tiered system, there is a Base Rate incentive amount and an Incremental Rate amount. The Base Rate has been set at \$40/tonne of eligible material sold and the Incremental Rate has been set at \$160/tonne of eligible material sold. The Base Rate is applied to the first eligible amounts claimed by an RPM based on a three year rolling average of annual tonnage of output (of eligible material) of the specific RPM which is called the Base Rate Threshold. Each RPM that is registered has a different and unique Base Rate Threshold.

RPMs may request their specific Base Rate Threshold by emailing OTS at info@RethinkTires.ca ; this information will only be given out to the RPM contact on file for the given account.

Once the RPM has reached their Threshold, any additional eligible material sold will be incented at the Incremental Rate.

4.1.2 The MI Incentives in as of July 1 2014- June 30 2015 Program Year

For the 2014 and 2015 Program years, OTS has implemented a flat rate Manufacturing Incentive. The Flat Rate has been set at \$120/tonne of eligible material sold.

4.2 Sales of Recycled Products Attracting Incentives

In order for an RPM to receive Manufacturing Incentives, an eligible sale of the final good must be made. Only final goods made in whole or in part from eligible TDP that have been sold are eligible for incentives (i.e. final goods in inventory do not attract MI, only goods that have been sold). Proof of such a sale must be provided to OTS to support the claim.

4.2.1 Definition of an Eligible Sale between RPMs and Customers

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.)

4.2.2 Proof of Sales

In order to support a claim that an eligible sale of a final recycled tire good has taken place, RPMs are required to keep copies of all invoices which include the following information on each invoice:

- Date of Sale
- Product Type (i.e. moulded, calandared, extruded, other)
- Product Description (if product type entered was ‘other’)
- Sales Invoice Number
- Name of Purchaser
- Identify the Mesh range and size

Invoices will be required for submitting a RPM claim and may be requested by OTS at any time.

4.3 Reporting Schedule

RPMs must submit their claims monthly (see examples in the chart 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. The September 1st 2009 to June 30th 2010 reporting data period was a one time 'catch up' reporting period for RPMs who registered with OTS during the 2009-2010 RPM registration period. For all reporting data periods after June 30th 2010, registered RPMs will need to report monthly within the 90 day reporting period (up to and including the December 2011 reporting period).

Beginning the reporting month of January 2012, Haulers, Processors and RPM's will have 60 days to submit their claims. If claims are not received in full within the allotted time period please 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 1st to January 31th	March 31st
February 1st to February 29th	April 30th
March 1st to March 31st	May 31st
April 1th to April 30th	June 30th
May 1st to May 31st	July 31st
June 1st to June 30th	August 31st
July 1st to July 31st	September 30th
August 1st to August 31st	October 31st
September 1st to September 30th	November 30th
October 1st to October 31th	December 31st
November 1st to November 30th	January 31st
December 1 st to December 31st	February 28th

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.

4.4 Filing an RPM Claim

RPMs will file claims with OTS via an online reporting system on a monthly basis. Please note that only valid or 'open' reporting periods will be made available to RPMs. If a data period has closed (i.e. the deadline for filing has passed), the online reporting system for that time period will not be available; alternate arrangements will need to be made with OTS in the event that an RPM has missed a claim period (late claims may be processed at a zero rate and must be processed prior to submitting subsequent claims for processing).

Please note that effective for the April 2012 period and forward, RPMs will not be permitted to submit multiple submissions for the same claim period unless they are specifically instructed to do so by OTS.

4.4.1 Logging On to the Website to File an RPM Claim

Logging on and Accessing the RPM Claim Form:

- 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" (must be the same as the user name and password used when creating the RPM account/Registration)
- 4) Click on "On-Line RPM Claim Form"

You will be presented with the "Main RPM Claim Page" where you can either, create a new claim, access current working claims or view previously submitted claim summaries.

4.4.2 Creating a New Claim

In order to submit an RPM claim, click on "Click here to create new" from the main page. This will bring you to the Create an RPM Claim Page.

On the Create RPM Claim Page:

- 1) Confirm the automatically populated information that appears on the page is correct (Registration Number, User ID and User Email)
- 2) Select the reporting period that you wish to file for from the drop down menu (please note that only valid reporting periods that are still open for submissions will be displayed)
- 3) Prepared By filed: Enter the name of the person preparing the RPM submission
- 4) Opening Inventory: Enter the opening inventory available, in metric Tonnes (the amount of TDP you are beginning the month with in inventory; include amounts that were used in creating final goods in inventory that has not yet been sold). This amount will be "zero" on your first submission and will be the amount listed as the closing inventory on subsequent claims.
- 5) Review the information on this page; if accurate click "Create"

4.4.3 Modifying an Existing Claim

Once you have created a claim, you will be returned to the Claim Main Page. From there click on the Existing Manufacturing Claims section and select the reporting period you wish to work on (i.e. the claim

period you created). Only claims listed with a status of “New” or “Initial” can be modified; all other claims listed with different statuses can only be viewed.

Once you click on a “New” or “Initial” claim, you will be brought to the RPM Summary Claim page. All information about the claim entered thus far will be visible here. Each section can be modified as outlined in the sections below.

4.4.4 Modifying the Summary of Current Claim Section

By clicking on the modify link located to the right of the Summary of Current Claim section from the RPM Summary Claim Page you are able to change the opening inventory or prepared by field, simply enter the updated information in the applicable field.

4.4.5 Modifying the Summary Inventory Received Section of a Claim

The Summary of Inventory Received section of the claim reports the amount of Tire Derived Products (TDPs) received from registered Ontario Processors (produced from Ontario used tires). When clicking on the “modify” link located to the right of the “Summary of Inventory Received” heading, you will be brought to the Add New Inventory Received section.

Completing the Add New Inventory Received Section:

- 1) Date Received: Select the date that you received (via a purchase) the TDP material from the drop down menu (this must match the date of the invoice provided to you by the registered Ontario Processor for the transaction and be within the reporting data period)
- 2) Product Type: Select the type of TDP material purchased/received from a registered Processor from the drop down menu
- 3) Processor Number: Enter the OTS registration number of the Processor from which the TDP was received (the Processor will be able to provide this number)
- 4) Invoice Number: Enter the invoice number as provided by the Processor
- 5) Scale Ticket Number: Enter the information regarding the scale ticket number
- 6) Weight of Inventory Received: Enter the weight in metric tones of the TDP received
- 7) Click the “Add Line” button when you have completed entering the information in steps 1-6 for the first invoice and you wish to move on to the next invoice. Complete steps 1-6 for all incoming receipts/purchases of TDP from registered Ontario Processors in the data period.

Note: Once you have selected the “Add Line” button, you can edit or delete that entry (it will appear at the bottom of the screen). To continue entering your claim click on the “RPM Summary” link at the top right hand side of the page.

4.4.6 Modifying the Product Sales Information Section of the Claim

The Summary of Product Sales section of the claim is used to report eligible sales of products created in whole or in part from TDP from registered Ontario Processors. To add data or modify data in this section, click on the “modify” link located to the right of the Summary of Product Sales heading, this will bring you to the Add New Product Sales Information page.

Completing the Add New Product Sales Information Section:

- 1) Date Sold: Select the date that the final good was sold from the drop down menu (this must match the date of the invoice issued to the purchaser and be within the reporting data period)
- 2) Product Type: Select the category that the final good sold fits into from the drop down menu (i.e. calandered, moulded, extruded or other)
- 3) Description: Enter the description of the product sold (this field is mandatory if “other” was selected in step 2.
- 4) Sales Invoice: Enter the sales invoice number that corresponds to the product sale being entered
- 5) Purchaser: Enter the Name of the person, or business, that purchased the end product
- 6) Weight of Recycled Material Used in Products: Enter the weight of TDP (from registered Ontario Processors) used for this product in metric tonnes
- 7) Percentage of Recycled Material in Product: Indicate the overall percentage of material used in the sale that was eligible TDP.
- 8) Click the “Add Line” button when you have completed entering the information in steps 1-7 for the first sale and you wish to move on to enter the next sale. Complete steps 1-7 for all sales of final goods manufactured using eligible TDP in the data period.

Note: Once you have selected the “Add Line” button, you can edit or delete that entry (it will appear at the bottom of the screen). To continue entering your claim click on the “RPM Summary” link at the top right hand side of the page.

4.4.7 Modifying the Adjustment Section of the Claim

The Adjustment Section of the claim allows RPMs to track and report sales adjustments from previous periods. Adjustments entered in this section pertain only to product sales adjustments; all adjustments will be reviewed and finalized by OTS. RPMs completing this section will be contacted by OTS to advise of the adjustment status. To access this section, click on the “modify” link located to the right of the Summary of Adjustments heading on the RPM claim Summary page. By clicking ‘modify’ you will be brought to the Add New Adjustments section of the claim.

Completing the Add New Adjustments Section:

- 1) Date Adjusted: Enter the date that the adjustment was made from the drop down menu (this must be within the reporting data period)
- 2) Effective Date: Enter the date of the original transaction
- 3) Product Adjusted: Enter the type of product being adjusted from the drop down menu (i.e. calandered, moulded, extruded, other)
- 4) Adjustment Reason Enter a detailed description of the reason for making the adjustment
- 5) Adjustment Weight: Enter the weight of eligible TDP material effected by this adjustment in metric tonnes
- 6) Click the “Add Line” button when you have completed entering the information in steps 1-5 for the first adjustment. Complete steps 1-5 for all adjustments that took place during the data reporting period.
- 7) Only positive sales entries can be made on line; if an RPM has negative sales to enter contact OTS at 1-888-687-2202

Note: Once you have selected the “Add Line” button, you can edit or delete that entry (it will appear at the bottom of the screen). To continue entering your claim click on the “RPM Summary” link at the top right hand side of the page.

4.4.8 Reporting “Zero Activity”

RPMs may have a given month where they conduct no reportable activity under the Ontario Tire Stewardship plan. Having no reportable activity means that the Hauler did not receive any incoming eligible rubber or sell any eligible products in the given month. In such cases the RPM must still report that they had no reportable activity to OTS by submitting a zero activity (blank electronic template) along with a completed hardcopy ‘Zero Activity Form’ to OTS.

4.4.8.1 Submitting a Zero Activity Electronic Submission

As part of submitting a zero activity claim, an electronic submission must be created by the RPM and submitted as having zero activity to report (i.e. the incoming/out going material information is left blank) only completing the opening and closing inventory fields as applicable (these will be the same for months with no reportable activity).

Refer to section 4.4.2 for information on how to access the electronic file.

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 RPM@RethinkTires.ca.

4.4.8.2 Submitting a Zero Activity Form

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

Completing the RPM Zero Activity Form:

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

For additional information on completing the RPM Zero Activity Form, please refer to section 4.4.8.3.

4.4.8.3 Completing an RPM Zero Activity Form Help



OTS RPM Zero Activity Form

1) Enter RPM Name

RPM Name: 1

2) Enter RPM Registration Number

RPM Registration Number: 2

3) Enter Name of RPM Contact

Contact Name: 3

4) Enter Contact Phone Number

Contact Phone Number: 4

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

Reporting Period: Month 5 Year

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

6

NAME SIGNATURE DATE SIGNED

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

4.4.8 Submitting an RPM Claim

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

RPMs may only submit one claim per data reporting period.

4.4.8.1 Submitting Online Claim

When all information has been entered by an RPM for a given data reporting period, click on the “submit” button located on the RPM Summary Claim page at the bottom left hand side of the page.

After clicking “Submit”, you will be asked to confirm your submission. Review the instructions on the page, and if you wish to proceed with your submission, click “Confirm Submission”. Once a claim is submitted the status will be changed to “Under Review” at which time changes can not be made.

NOTE: To submit Claims, you need to have the authority to bind your corporation/business or have been granted the authority to bind your corporation/business.

4.4.8.2 Submitting Hardcopy Forms

Once an RPM Claim form (online) has been completed, copies of the invoices and scale tickets used to generate the claim must be forwarded to OTS (please see the listing of Supporting Documentation by Claim Section below for details on the types of hardcopies required). Forms can be sent via regular mail or courier to the address below:

Ontario Tire Stewardship
ATTN: 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.

Listing of Supporting Documentation Required by Claim Section:

Inventory Received:

- Copies of invoices and scale tickets from registered Ontario Processors for the supply of TDPs

Product Sales:

- A sales report showing all sales for the Claim period (must include date, invoice number, type of product sold, product description, weight of product sold, weight of eligible TDPs in product sold, and percentage of eligible TDP weight in the overall product)
- Copies of invoices for the top 10 sales in terms of eligible TDP weights (note that all invoices must be retained by the RPM for 7 years for audit purposes)

Adjustments:

- Customer information: customer name, customer address, customer phone number, customer e-mail, customer contract name etc.
- Copies of receipts for returned products
- Documentation regarding waste products (i.e. product that is not suitable for sale that can not be recycled in the manufacturing process)

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 Claims Processing

RPM claims will be processed within 35 calendar days of OTS receiving an RPMs claim submission (i.e. 35 days from receiving the electronic submission and the hardcopy forms). 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 RPM.

4.5.1 Additional Information Requested by OTS

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

If the requested information has to do with a specific form or line of the submission, the RPM will be contacted via phone and the claim put on "HOLD" while waiting for the corrected/updated information from the RPM. In the event that a claim needs to be revised by the RPM (i.e. 10 or more errors are identified) the claim will be reversed from "Under Review" to "New" and the RPM will be asked to revise and re-submit the claim which must be done with in the claim filing period.

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

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

4.5.2 Missed Claim Periods

If a claim is not submitted in full (i.e. missing hardcopies, electronic submission or both) prior to the claim period filing deadline, no incentives will be paid for the late/missed months claim. The claim information is still to be provided to OTS to ensure that inventory levels are tracked accordingly. Claims are processed in sequential order, meaning future claims will be on Hold until the missed/late claim has been submitted/processed.

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.

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.

4.5.3 Payment of Applicable Incentives

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

4.6 Claims Status

RPMs may verify the status of their claim on line by logging into the site and clicking on the “On-Line RPM Claim Form” link. You will be brought to the Main RPM Page. The status of existing manufacturing claims can be seen under the “Existing Manufacturing Claims Information” heading. The following is a listing of the possible statuses of a claim and what that status indicates:

Status	Description
New	First Draft of a Claim; RPM is able to add and change data as well as submit the claim to OTS
Under Review	Claim is with OTS for processing; RPM able to view summary of original claim only
Initial	Claim has been sent back to RPM for review and corrections; RPM is able to add and change data as well as submit the revised claim to OTS
Approved	Claim has been finalized by OTS, payment is in progress or has been sent; RPM able to view summary of original claim only (note that an updated summary will be sent along with payment)

4.7 Review of Manufacturing Incentive Rates

The OTS normal practice will be to review the Manufacturing Incentive rates, and if applicable, maximum MI for a given time period and maximum MI available to qualifying Manufacturers 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 or maximum MI 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 will be based on the level of assistance required to realize the diversion targets and viability potential of the program as determined by OTS.

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.

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

- Supporting documentation for product sold (invoices and evidence of payment)

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/audit as 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 Address: OTS has established a dedicated email address for use by RPMs RPM@RethinkTires.ca. This address is monitored by members of the OTS Operations center team that have a specific focus on RPM. 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@RethinkTires.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.

Appendix B: RPM Agreement

RECYCLED PRODUCT MANUFACTURER 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 “**Recycled Product Manufacturer (RPM)**”).

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 RPM wishes to operate as a recycled product manufacturer receiving Tire-Derived Product (TDP) from Ontario Processors and receive Manufacturing Incentives in accordance with the Plan;
- C.** The RPM 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 RPM will operate under the Plan.

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

ARTICLE 1 DEFINITIONS

- 1.1 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) “**Agreement**” means this Agreement, including the schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section of other portion of this Agreement;
 - (c) “**Approved Purpose**” means a purpose found on the list of Approved Purposes for Recycled Tires maintained by OTS and published on OTS’s website;
 - (d) “**Arbitration Guidelines**” has the meaning given in Section 14.3;
 - (e) “**Audit**” has the meaning given in Section 8.2;

Appendix B: RPM Agreement

- (f) “**Applicable Laws**” has the meaning given in Section 3.1(h);
- (g) “**Cause**” has the meaning given in Section 9.2;
- (h) “**Change Notice**” has the meaning given in Section 14.5;
- (i) “**Collection Incentives**” means the financial incentives, from time to time determined and payable by OTS to the Processor to support the Processor’s participation in the Plan as a registered processor;
- (j) “**Collector**” means a for-profit, not-for-profit, or municipal corporation that has entered into an agreement with OTS for the collection of Used Tires;
- (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, judgements, decrees, official directives and all authorizations of any department or body of any federal, provincial, regional or municipal government of any agency thereof relating to the protection of the environment, including in particular, but without limiting the generality of the foregoing, the manufacture, use, storage, disposal and transportation of any Hazardous Substance;
- (m) “**Hazardous Substance**” includes any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, or hazardous substance as defined in or pursuant to any law, judgement, decree, order, injunction, rule, statute or regulation of any court, arbitrator or federal, provincial, state, municipal, county or regional government or governmental authority, domestic or foreign, or any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing to which the Collector is subject;
- (n) “**Inventory Report**” 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;
- (o) “**Manufactured Product**” means products manufactured by molding, calendaring or extruding recycled rubber into a finished product;
- (p) “**Mediation Guidelines**” has the meaning given in Section 14.3;
- (q) “**Minister**” means the Minister of the Environment for Ontario;
- (r) “**Non-approved Use**” has the meaning given in section 4.1;
- (s) “**OTS**” has the meaning given to that term in the listing of parties to this Agreement;
- (t) “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; and Parties means every Party;

Appendix B: RPM Agreement

- (u) “**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;
- (v) “**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;
- (w) “**Processor**” has the meaning given to that term in the listing of parties to this Agreement;
- (x) “**Recycled Product Manufacturer**” has the meaning given that that term in the listing of parties to this Agreement;
- (y) “**Registered Hauler**” means a person or corporation engaged in the business of collecting and transporting Used Tires to Processors, and which has registered with OTS and entered into a Hauler Agreement with OTS;
- (z) “**Registration System**” means the electronic database maintained by OTS in which registration and other information regarding Processors is kept;
- (aa) “**Regulations**” means the regulations passed pursuant to the Act;
- (bb) “**Rejection Notice**” has the meaning given in Section 14.5;
- (cc) “**TDP**” means marketable products made or derived wholly or partly from the recycling of Used Tires;
- (dd) “**Transportation Incentives**” means the financial incentives, from time to time determined and payable by OTS to Haulers to support Haulers’ participation in the Plan as registered haulers;
- (ee) “**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;
- (ff) “**Used Tire Pickup**” means the retrieval of Used Tires from Collector by Registered Haulers;
- (gg) “**WDO**” means Waste Diversion Ontario; and
- (hh) “**Written Notice of Termination Without Cause**” has the meaning given in Section 9.4.

ARTICLE 2 INDEPENDENT CONTRACTORS

- 2.1 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.

ARTICLE 3

Appendix B: RPM Agreement

OBLIGATIONS OF THE RPM

- 3.1 The RPM hereby agrees to perform the following duties and obligations:
- (a) To incorporate TDPs received by it in the manufacture of new products, specifically by:
 - (i) using the TDPs received by it to manufacture products specifically by molding, calendaring or extrusion of the TDPs; and
 - (ii) selling the Manufactured Products on to end users;all in accordance with the Plan.
 - (b) 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 TDPs received by RPM;
 - (ii) reports and other documents as directed by OTS from time to time regarding sale of Manufactured Products to end users; and
 - (iii) such other documentation as may be required by OTS from time to time regarding the receipt of TDPs, the use of TDPs in manufacturing, the sale or other disposition of Manufactured Products, or the use or other disposition of any residue of manufacturing, or unused inventories of TDP in the possession of the RPM.
 - (c) comply, abide by and carry into effect, as may be required, the objectives of, and the obligations imposed upon the RPM contained in and set out in this Agreement and the Plan; provided that to the extent any provision of the Plan may conflict with a term or terms of this Agreement, then the Plan shall prevail;
 - (d) provide advance notice of, or advise OTS immediately upon, any material change in the operating status of the RPM, including notice of all operating shutdowns or slowdowns that are expected to exceed five working days;
 - (e) conduct itself in a professional and business-like manner in dealings with registered Collectors, Haulers, Processors, members of the public and OTS;
 - (f) at all times maintain clean and tidy premises and where it is necessary to store or stockpile TDPs, 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 TDPs from fire and leaching;
 - (g) sell, transfer or dispose of all Manufactured Products in accordance with the letter and spirit of all protocols, treaties or agreements affecting international or interprovincial trade;

Appendix B: RPM Agreement

- (h) 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 RPM, 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;
- (i) obtain and maintain all permits, certificates, licences and other qualifications required under any Applicable Law;

ARTICLE 4 NON-APPROVED SALES

- 4.1 RPM shall not sell, transfer, dispose of or otherwise utilize TDPs in any manner not specifically provided for in this Agreement or the Plan (a “**Non-approved Use**”). RPM agrees that it shall have no entitlement to Manufacturing Incentives in respect of any TDP which is utilized for any Non-approved Use. RPM agrees that OTS may deduct the amount of Manufacturing Incentives which were improperly paid due to Non-approved Use of TDPs against future payments; if future payments made to RPM are insufficient to recoup improperly paid Manufacturing Incentives, RPM agrees that the amount of improperly paid Manufacturing Incentives is recoverable from it as liquidated damages.

ARTICLE 5 RPM’S REPRESENTATIONS AND WARRANTIES

- 5.1 **Representations and Warranties.** The RPM hereby represents and warrants to OTS that:
 - (a) The RPM is duly constituted and is validly existing and in good standing under the laws of [Ontario], 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 RPM is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*;
 - (c) The RPM 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 RPM’s business and is not in breach of or in default of any term or condition thereof; and
 - (d) All documentation and other instruments provided to OTS by the RPM are complete and correct.
 - (e) The registration of the RPM with OTS as an approved RPM, the provision of all required information to OTS, and the entering into of this Agreement by RPM and

Appendix B: RPM Agreement

the performance of its obligations hereunder have been duly authorized by all necessary corporate action.

- 5.2 **Statements.** All statements contained in any documents or other instruments delivered by or on behalf of the RPM to OTS shall be deemed to be representations and warranties of the Processor of the facts therein contained.
- 5.3 **Reliance.** The RPM 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 6 OBLIGATIONS OF OTS

- 6.1 OTS hereby agrees to perform the following duties and obligations:
- (a) pay all applicable Manufacturing Incentives to the Processor within 35 days of receipt of proof of sale, in accordance with the Plan and all applicable schedules put forth by OTS; and
 - (b) provide OTS promotional and educational materials to the RPM.

ARTICLE 7 INCENTIVE PAYMENTS TO THE RPM

- 7.1 Manufacturing Incentives contemplated by this Agreement for payment to the RPM shall be based on the Manufacturing Incentives included in the Plan, as amended from time to time.
- 7.2 No Manufacturing Incentives will be paid to RPM with respect to Manufactured Products which:
- (a) Contain TDPs derived from tires processed by a Processor before 1 September 2009; or
 - (b) Contain TDPs purchased by RPM before 1 September 2009, or
 - (c) Were manufactured before 1 September 2009.
 - (d) held in RPM's inventory prior to September 1st, 2009.
- 7.3 The RPM 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.
- 7.4 OTS may withhold any and all monies payable to the RPM as Manufacturing Incentives or other monies otherwise payable for any reason to the RPM in the event of a breach of this

Appendix B: RPM Agreement

Agreement or a failure on the part of the RPM to provide all necessary reports or documentation as may be required by OTS under the terms of this Agreement or the Plan, if such breach or failure continues for 30 days after OTS has in writing demanded that such breach or failure be cured.

- 7.5 OTS reserves the right at any time to reduce, refuse to pay or recover all or part of Manufacturing Incentives in respect of Manufactured Products 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 Manufactured Products 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 8 AUDITS AND INSPECTION

- 8.1 The RPM agrees to permit OTS or its agents to inspect the RPM’s business site upon reasonable notice, during normal business hours, from time to time.
- 8.2 The RPM agrees that OTS may, from time to time, audit any records of the RPM maintained in support of the RPM’s claims, and further, may examine and review, and audit records relating to the RPM’s compliance with the terms of this Agreement and the Plan (hereinafter referred to as the “**Audit**”).
- 8.3 The RPM 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 RPM has not complied to the terms of this Agreement and the Plan.

ARTICLE 9 TERM & TERMINATION

- 9.1 This Agreement shall commence on the Effective Date and continue thereafter until terminated as provided for herein.
- 9.2 OTS may terminate immediately this Agreement, in addition to any other remedies available at law or in equity, for cause (“**Cause**”) in any of the following events:
- (a) if any warranty, representation or undertaking made by the RPM in this Agreement (or given in any other document related to this Agreement) is false or misleading in any respect;
 - (b) if the RPM has breached any term or condition of this Agreement or the Plan provided that such breach continues for 30 days after OTS has in writing demanded that such breach be cured;

Appendix B: RPM Agreement

- (c) in the event that the RPM goes into liquidation or bankruptcy, or makes an assignment for the benefit of creditors, or makes any compromise with creditors or, in the event of insolvency, a proceeding is commenced by or against the RPM;
 - (d) 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 RPM as soon as it is available;
 - (e) if the RPM 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 RPM from the person or persons holding control on the date of execution of this Agreement without the prior written consent of OTS, such consent not to be unreasonably withheld; or
 - (f) in the event any other legal proceeding involving the RPM is instituted that in the reasonable opinion of OTS materially impairs the ability of the RPM to discharge its obligations hereunder.
- 9.3 In the event of termination by OTS for Cause, OTS may in its sole and absolute judgement cancel all payments of Manufacturing Incentives to the RPM.
- 9.4 Either Party may terminate this Agreement without Cause upon 90 days' written notice ("**Written Notice of Termination Without Cause**") to the other Party.
- 9.5 Following Written Notice of Termination Without Cause, OTS shall continue to pay Manufacturing Incentives to the RPM with respect to Manufactured Products sold up to the day of termination of this Agreement (notwithstanding that claims for such Manufactured Products sold may be submitted to OTS after the termination of this Agreement).
- 9.6 Between Written Notice of Termination Without Cause and the termination of the Agreement, RPM shall manufacture all Inventory in its possession at the time of delivery of the notice of termination into Manufactured Products on the terms and conditions as set out in this Agreement and OTS shall pay the Manufacturing Incentives to the RPM with respect to the sale of such Inventory notwithstanding the termination of this Agreement.

ARTICLE 10 INDEMNITY & INSURANCE

- 10.1 The RPM 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 RPM 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 arising from the breach of this Agreement, the Plan, or any applicable law.
- 10.2 The RPM, 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

Appendix B: RPM Agreement

the RPM ever had, now has or hereafter can, shall or may have against OTS and its officers, directors, employees and agents 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.

- 10.3 RPM 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 11 LIMITATION OF LIABILITY

- 11.1 RPM acknowledges and agrees that at no time shall OTS take possession of any TDPs or Manufactured Product and that OTS shall not, in any event, be liable under any theory of liability to RPM, the previous or future owner(s) or user(s) of any TDPs or Manufactured Product 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 TDPs or Manufactured Products.

ARTICLE 12 PUBLICATION OF INFORMATION

- 12.1 The RPM understands that its name, main contact information, and the registration number assigned to it by OTS, as well as information regarding the RPM’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 RPM, or anyone claiming by, through or under it, for any losses, claims and damages arising out of negligent disclosure of any confidential information.

ARTICLE 13 MODIFICATIONS TO PLAN

- 13.1 The parties agree and understand that the Plan may be revised from time to time without the input or consent of the RPM, and the RPM 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 RPM and the RPM covenants and agrees to abide by, comply with and satisfy such revised Plan.
- 13.2 If the Plan or any part of it being cancelled or altered, OTS shall issue notice to that effect.

Appendix B: RPM Agreement

- 13.3 The incentives payable and the payment schedule implemented by OTS may be modified from time to time in OTS's sole and absolute discretion. All changes will be posed on OTS's internet web site no less than 60 days before the effective date of such change.

ARTICLE 14 GENERAL

- 14.1 **Assignment.** The parties hereby agree that the RPM'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.
- 14.2 **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.
- 14.3 **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**".
- 14.4 **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 RPM at the address on the registration form completed by the RPM 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.
- 14.5 **Amendment.** OTS retains the right to revise or amend this Agreement. OTS will give notice to the RPM of such change (the "**Change Notice**"). Unless the RPM gives notice to OTS (the "**Rejection Notice**") within 45 days of receipt of the Change Notice that the RPM does not accept the revisions or amendments in the Change Notice, this Agreement, as amended, remains in effect and is binding. If the RPM gives a Rejection Notice to OTS, this Agreement shall be terminated 30 days after the delivery by the RPM of the Rejection Notice and the RPM will forgo its approval status and not be compensated under the OTS program.
- 14.6 **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.

Appendix B: RPM Agreement

- 14.7 **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.
- 14.8 **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.
- 14.9 **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.
- 14.10 **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.
- 14.11 **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.
- 14.12 **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.
- 14.13 **Time of Essence.** Time shall be of the essence of this Agreement and every part of it.
- 14.14 **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.

ARTICLE 15 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 Ontario Electronic Stewardship'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]

Appendix B: RPM Agreement

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

[RECYCLED PRODUCT MANUFACTURER]

By: _____

Name

Title

I have authority to bind the Corporation

SAMPLE

Appendix C : Incentive Summary

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

Appendix C: Incentive Summary

Auto Recycler/Auto Wrecker/Scrap Yard and Sites that Otherwise Take Ownership of a Used Tire: OTRs excluding AGs (unless Collector can provide proof that the OTR is from a resident or farmer)	NO	YES	YES	YES

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

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

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

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

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, RPM).

Incentives are 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.

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.

Appendix D : RPM Claims Training



Ontario Tire Stewardship Operational Training Recycled Product Manufacturer On-line Claim Filing

www.ontarioTS.ca

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Manufacturing Incentive (MI) Payment

Registered Recycled Product Manufacturers (RPM) are eligible for MI on applicable manufactured products

RPMs can file claims reports using secure area of www.ontarioTS.ca

RPMs will be required to submit applicable documentation in support of claims (Scale Tickets, Invoices, Sales Report (including sample sales invoices, and documentation on TDP used)



www.ontarioTS.ca

Page 2

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Appendix D: RPM Claims Training

MI Claims involve the following activities

Accessing MI claim form

- Requires same login ID used to register as RPM with OTS
- Access on-line claim form through www.ontarioTS.ca

Completing electronic MI Claim form

- Enter information on received TDP from Ontario Processor registered with OTS
- Report on sales of product and quantity of recycled material used in production of product

Submitting electronic MI Claim form

- Print summary copy for your records
- Submit to OTS for processing

Filing a MI Claim

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products Questions? Contact us by email or call 1-888-OTS-2302

Home About OTS Tire Recycling in Ontario Registration Rules & 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 patio tiles, but many others end up in landfills, 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.

Latest Program Updates / Links

- **Collectors:**
To All Registered Collectors - OTS would like to remind all registered Collectors that the deadline for submitting Collection Allowance Claims for the September 1, 2009 - December 31, 2009 period is **Wednesday, March 31, 2010.**

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.

[SIGN UP](#)

Start at the OTS Homepage at www.ontarioTS.ca and click on Log In

Appendix D: RPM Claims Training

Filing a MI Claim

Enter your Username and Password

Note: You must use the same username that was used to register as an RPM with OTS.

Filing a MI Claim

Click on "On-Line RPM Claim Form" link to access the Form

Appendix D: RPM Claims Training

Filing a MI Claim

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products Questions? Contact us by_email

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

Instructions for RPM claim Filing

Please complete the following steps:-
Step 1 - Click on **Click here to create new** to create a new claim.
Step 2 - After creating new claim click on claim you want to edit or view. Listed under **Existing Manufacturing claims Information**
Step 3 - On **Summary of Current Claim** click on modify link to edit specified section. The updates to each section will be reflected on RPM Summary Screen
Step 4 - Click on Submit button on **Summary of Current Claim** screen to submit the claim. The claim once submitted cannot be edited.

[Click here to create new v1.0.0.2](#)

Existing Manufacturing claims Information

Registration Number	Total Payment	Prepared By	Status	Reporting Period
5000022	0	Lynda Belmonte	New	May 2009 - Jun 2010
5000022	0	lynda belmonte	New	Jul 2010

test2

- My Account
- Online Collect
 - Collector 0 Declaration
 - Online Co
- Online Hauler
 - Download
 - Upload Ha
- Online Process
 - Download
 - Upload Pr
- Online RPM Au
 - Online RP
 - Download Ope
- Online Registr
 - Steward 0
 - Collector 0
 - Hauler Reg
 - Processor
 - Recycled I
 - Registratio
- Download Res
- Contact Us
- Log out

Quick Links

Main RPM Claim Page

Create new claims

Access current working claims

View previously submitted claim summaries (original)

Filing a MI Claim

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products Questions? Contact us by_email

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

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[Click here to create new v1.0.0.2](#)

Existing Manufacturing claims Information

Registration Number	Total Payment	Prepared By	Status	Reporting Period
5000022	0	Lynda Belmonte	New	May 2009 - Jun 2010
5000022	0	lynda belmonte	New	Jul 2010

test2

- My Account
- Online Collect
 - Collector 0 Declaration
 - Online Co
- Online Hauler
 - Download
 - Upload Ha
- Online Process
 - Download
 - Upload Pr
- Online RPM Au
 - Online RP
 - Download Ope
- Online Registr
 - Steward 0
 - Collector 0
 - Hauler Reg
 - Processor
 - Recycled I
 - Registratio
- Download Res
- Contact Us
- Log out

Quick Links

To create a new claim click on "Click here to create new" link

Appendix D: RPM Claims Training

Filing a MI Claim

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products

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

Create RPM Claim

Reporting Period: May 2009 - Jun 2010

Registration Number: 5000022

User Id: 12

User Email: test2@test2.com

Prepared By *:

Opening Inventory:

Cancel Create

Create RPM Claim

Following information is automatically populated

Registration Number,
User ID, User Email

Select the reporting period

Enter your name in
Prepared By

Enter your opening
inventory

Amount of TDP left over
from previous claim
periods in Tonnes

Filing a MI Claim

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products

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

The claim has been created. Please select the claim to add more information.

Instructions for RPM claim Filing

Please complete the following steps:-
 Step 1 - Click on [Click here to create new](#) to create a new claim.
 Step 2 - [After creating new claim click on claim you want to edit or view. Listed under Existing Manufacturing claims Information](#)
 Step 3 - On **Summary of Current Claim** click on modify link to edit specified section. The updates to each section will be reflected on RPM Summary Screen
 Step 4 - Click on Submit button on **Summary of Current Claim** screen to submit the claim. The claim once submitted cannot be edited.

[Click here to create new v1.0.0.2](#)

Registration Number	Annual Payment	Prepared By	Status	Reporting Period
5000022	0	Lynda Belmonte	New	May 2009 - Jun 2010
5000022	0	lynda belmonte	New	Jul 2010
5000022	0	lynda belmonte	New	Aug 2010

Selecting claim to work on

Click on link to access the claim you want to work with.

Claims with Status of New or Initial can be modified

For other statuses only the summary can be viewed

Appendix D: RPM Claims Training

Filing a MI Claim

Claims can have the following statuses

- New
 - First draft,
 - Can add and change data and submit
- Under Review
 - At OTS for processing
 - View summary of original claim only
- Initial
 - Sent back to RPM for updates
 - Can add and change data and submit
- Approved
 - Finalized by OTS
 - View original Summary only (updated Summary will be sent with cheque)
 - Payment pending

Filing a MI Claim

The screenshot shows the 'Summary of Current Claim' form. It includes fields for Registration Number (5000022), User ID (test2), Prepared By (Linda Belmonte), Remaining CAP Limit (\$20000), Reporting Period (May 2009 - Jun 2010), Email ID (test2@test2.com), and Opening Inventory (10). Below these are sections for 'Summary Inventory Received', 'Summary of Product Sales', and 'Summary of Adjustment', each with a 'modify' link. A 'Totals' section at the bottom shows Closing Inventory (20), Total Payment (0), and formulas for Opening Inventory, Total Payment, and Incentive from Sales. Navigation buttons for 'Exit', 'Previous Page', and 'Submit' are at the bottom.

RPM Summary Claim

From here you can access edit pages clicking on Modify

Summary of Current Claim – to change opening inventory or Prepared By

Summary of Inventory Received – to report TDP received from Ontario Processors

Summary of Product Sales – to report product sales

Summary of Adjustments – to enter any adjustments that effect previous periods

Appendix D: RPM Claims Training

Filing a MI Claim

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

[RPM Summary](#) [RPM Home](#)

Add New Inventory Received

Date Received:

Product Type:

Processor Number *:

Invoice Number *:

Scale Ticket Number:

Weight of Inventory Received *:

(Tonnes)

	Date Received	Product Type	Processor #	Processor Name	Invoice #	Scale Ticket #	Weight Of Product
edit delete	2010-07-22	TDP1	4000004	CANADIAN ECO RUBBER LTD	2222222222222	4532	1050

Inventory Received Entry Screen

Enter the information on received TDP from Ontario Processors during the claim period

Date Received – Date must be within reporting period

Product Type – select the type of TDP received (TDP1 to TDP5)

Processor Number – the OTS registration number of the Processor from which the TDP was received

Invoice Number – enter all applicable invoice numbers

Scale Ticket Number – Enter information regarding the scale ticket numbers.

Weight of Inventory Received – The weight in tonnes of the TDP received.



Filing a MI Claim

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

[RPM Summary](#) [RPM Home](#)

Add New Inventory Received

Date Received:

Product Type:

Processor Number *:

Invoice Number *:

Scale Ticket Number:

Weight of Inventory Received *:

(Tonnes)

	Date Received	Product Type	Processor #	Processor Name	Invoice #	Scale Ticket #	Weight Of Product
edit delete	2010-07-22	TDP1	4000004	CANADIAN ECO RUBBER LTD	2222222222222	4532	1050

Click the "Add Line" button when you have completed entering the information required to start a new data entry.

The complete information you have entered for each line will be displayed as you finish each entry.

You can modify an entry by clicking on "edit"

Or you can delete a line by clicking on "delete."



Appendix D: RPM Claims Training

Filing a MI Claim

Home About OTS Tire Recycling in Ontario Registration Roles & Operations New

[RPM Summary](#) [RPM](#)

Add New Product Sales Information

Date Sold:
 May 21 2010

Product Type:
 Calendered

Description:
 (if other)

Sales Invoice *:

Purchaser *:

Weight of Recycled Material used in Production *:
 (Tonnes)

Percentage of Recycled Material in Product %:

Cancel Add Line

	Date Sold	Product Type	Sales Invoice	Purchaser	Wt. Recycle Material	% Recycle Material	Rate	Incentive
edit delete	2010-07-16	Calendered	123456	Lynda Belmonte	15	50	1.12	16.85
edit delete	2010-07-23	Extruded	23456	lynda	56	5	2.12	118.91
edit delete	2010-07-23	Molded	23456	lynda	56	5	5.12	286.89

Product Sales Information

Date Sold – must be within reporting period

Product Type – Calendered, Extruded, Molded, Other

Description – mandatory if other

Sales Invoice – Invoice number that corresponds to the product sale

Purchaser – Name of person or business that purchased end product

Weight of Recycled Material used in Production – weight of TDP used for this product in tonnes (payment based on weight not percentage)

Percentage of Recycled Material in Product – what percentage of material used was eligible TDP



Filing a MI Claim

[RPM Summary](#) [RF](#)

Add New Adjustments

Date Adjusted:
 May 18 2010

Effective Date:
 May 18 2010

Product Adjusted:
 Calendered
 Calendered
 Extruded
 Molded
 Other

Reason *:

Adjustment Weight *:

Cancel Add Line

	Date Adjusted	Effective Date	Product Adjusted	Adjustment Reason	Adjustment Weight	Adjustment Rate	Adjustment Incentive
edit delete	2010-07-18	2010-07-08	Calendered	n/a	15	1.123450000	16.85

Adjustment Screen

Allows for sales adjustments from previous periods. OTS to review and approve.

Other type of adjustments such as inventory weight can only be done by OTS.

Fields

Date Adjusted – must be within reporting period

Effective Date – date of original transaction

Product Adjusted

Adjustment Reason – enter detail description on adjustment

Adjustment Weight – in tonnes



Appendix D: RPM Claims Training

Filing a MI Claim

Ontario Tire Stewardship Industry Rolls Old Tires into Green Products

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Summary of Current Claim [modify]

Registration Number: 5000022 Reporting Period: May 2009 - Jun 2010
 User Id: test2 Email Id: test2@test2.com
 Prepared By: Lynda Belmonte Opening Inventory: 10
Remaining CAP Limit: \$20000

Summary Inventory Received [modify]
 Inventory from Processors: 10

Summary of Product Sales [modify]
 Inventory Used in Production: 0
 Incentives From Sales: 0

Summary of Adjustment [modify]
 Weight Adjustments: 0
 Incentive Adjustments: 0

Totals:
 Closing Inventory: 20
(Opening Inventory + Inventory from Processors - Inventory Used in Production - Weight Adjustments)
 Total Payment: 0
(Incentive from Sale + Incentive Adjustments)

[Exit] [Previous Page] [Submit]

Yearly Cap

Every RPM has individually set cap for the year. Once cap is reached no more incentive payments will be made for the year.

It is still important to file claims since that information will be used to assess the following year's cap.

Amount of incentive remaining in the cap is displayed on the summary page.

Filing a MI Claim

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This transaction exceeds your CAP/\$0 incentive.

Add New Product Sales Information

Date Sold: [May] [22] [2010]
 Product Type: [Calendered]
 Description: []
 Sales Invoice #: []
 Purchaser #: []
 Weight of Recycled Material used in Production *: [] (Tonnes)
 Percentage of Recycled Material in Product %: []

[Cancel] [Add Line]

	Date Sold	Product Type	Sales Invoice	Purchaser	Wt. Recycle Material	% Recycle Material	Rate	Incentive
edit delete	2010-08-22	Calendered	N458909	TLC Roofing	4000	45	1.12	0

Yearly Cap

When cap is reached.

Message will be displayed ,explaining that cap has been reached

Line will be added but calculated incentive will be zero dollars.

Note: entire line will be zero even if partial incentive is under cap.

To get partial incentive, delete line and split claimed sales into two lines.

Appendix D: RPM Claims Training

Filing a MI Claim

Ontario Tire Stewardship Industry Rolls Old Tires Into Green Products [Questions?](#)

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Summary of Current Claim [modify]

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Incentive Adjustments: 0

Totals:

Closing Inventory: 20
(Opening Inventory + Inventory from Processors - Inventory Used in Production - Weight Adjustments)
Total Payment: 0
(Incentive from Sales + Incentive Adjustments)

Submitting Claim

When all information has been entered and click on the 'Submit' Button to send claim to OTS.

Claims can be submitted for periods from Sept 2009 to previous months period. Current month and future periods can not be submitted

Only one submission per claim period is allowed

Filing a MI Claim

Home About OTS Tire Recycling in Ontario Registration Roles & Operations News & Media [RPM Summary](#) [RPM Home](#)

Please read all the instructions before submission:

- * Are you sure you want to submit claims for the claim period : May 2009 - Jun 2010
- * If you do not want to submit the claim click RPM Home to return the main RPM page
- * The "confirm submission" action cannot be undone. You will not be able to edit or modify a claim once submitted.

Submitting Claim Confirmation

You will need to confirm you submission before the submit is processed.

One submission per claim period is allowed.

Appendix D: RPM Claims Training

Filing a MI Claim - Supporting Documentation

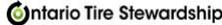
In addition to completing the electronic submission RPMs must submit back-up relating to TDPs received, Product Sales, Invoices and Customer receiving the Product.

TDP Received: Copies of Invoices from suppliers of TDPs along with scale tickets

Product Sales: A sales report showing all sales for the Claim period (must include date, invoice #, type of product sold (e.g. Moulded), product description, weight of product sold, weight of TDPs in product sold, % of TDP in the product

Invoices: copies of the invoices for the top 10 sales in terms of TDP weight (all invoices must be retained for 7 years for future Claims compliance by OTS)

Customer Information: customer name, customer address, customer phone number, customer e-mail, customer contact name

Payment will be issued within 35 days of OTS receiving both the electronic and the supporting documentation 

OTS Contact Information for claim inquiries

OTS to RPM Contact

Inbound Calls 1-888-687-2202

Contact by e-mail RPM@ontariots.ca

Appendix E: RPM Standards

Ontario Tire Stewardship Recycled Product Manufacturer 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 Recycled Product Manufacturer compliance with any applicable regulatory requirements by virtue of OTS's requirements hereunder or any audit hereunder.

Appendix E: RPM Standards

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1.0 Overview

This document outlines the minimum standards that Recycled Product Manufacturers (RPMs) must meet in order to operate as a Registered RPM under the Ontario Used Tires Program Plan. These standards apply to all types of Registered RPMs.

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

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

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

Appendix E: RPM Standards

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 Recycled Product Manufacturer compliance with any applicable regulatory requirements by virtue of OTS's requirements hereunder or any audit hereunder.

1.1 What Types of RPMs do the Standards Apply To?

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

2.0 Core Standards

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

2.1 Ontario Business Number

RPMs 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 RPM registration.

2.2 Harmonized Sales Tax Number

RPMs are required to provide OTS with their valid HST number which must be associated with the Ontario Business number provided to OTS during registration. RPMs that are not required to hold a valid HST number (eg. First Nations Community or business with 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

RPMs storing/processing large quantities of used tires/rubber must be familiar with the applicable Certificate of Approvals requirements that may govern their operations. In the event that a RPM is storing (on a yard or otherwise) or processing quantities of tires (or partial tires) that require the RPM 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 tires (or equivalent weight) permitted on the site and any other applicable information relating to the Approval. The RPM must ensure that they are storing tires/rubber material in a secure manner and in quantities as permitted by their Certificate of Approval.

Some RPMs may not hold a Certificate of Approval for the storage of used tires (or partially processed 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

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

2.5 Worker Health & Safety Certification

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

Appendix E: RPM Standards

Firms operating in Ontario and employing more than one individual are required to hold a valid Worker Health and Safety Certification number and be registered in good standing with the Ontario Workplace Safety and Insurance Board (WSIB). OTS must be updated, via written communication, if the status of the WSIB certification changes in any way immediately.

2.6 Document Retention

Registered RPMs are required to maintain records in accordance with the OTS process outlined for picking up tires (refer to RPM 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 Product Sales

Registered RPMs are required to provide proof of sales of an eligible recycled product (or intent to purchase in the event of a new RPM) 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 recycled product (i.e. extruded etc.) from the RPM. Proof must be forwarded to OTS as part of the initial registration.

Appendix E: RPM Standards

3.0 Supplemental Standards

The Supplemental Standards outlined in the section below are those standards that were not requirements at the time of program inception but have been created over time and are being or have already been phased in. All RPMs have always been required to comply with all legislative requirements as per the RPMs 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 RPMs must meet or exceed the standards in this section on or before the phase in implementation date. Any RPM 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 RPMs are required to comply with all applicable Health and Safety requirements. All RPMs 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).

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

3.2 Expanded Health & Safety: Machinery Safety

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

3.3 Emergency Response Numbers

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

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

Appendix E: RPM Standards

3.4 Additional Certificates of Approval

Registered RPMs 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 etc.

The requirement to provide supporting documents outlining additional Certificate of Approval(s) 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 RPMs must undergo an OTS onsite visit to demonstrate compliance with the Standards and receive a "Pass" on the audit to remain as an active RPM.

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

Appendix E: RPM Standards

4.0 Monitoring & Enforcement

Standards will be monitored and enforced in a number of ways including annual updates provided to OTS by the Registered RPM 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 RPMs are required to notify OTS (either via phone or in writing) within 5 days of their insurance policy expiry date with the following information: new policy number (if applicable), insurance company name, new expiration date and coverage limit. Registered RPMs 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 RPMs must notify OTS immediately of any changes to their policy (number, provider, coverage etc.) that may take place at any time via phone or in writing.

4.2 Updates to OTS Regarding WSIB Status

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

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.

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

Appendix E: RPM Standards

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 RPM Standards Checklist” presented in Appendix A of this guidebook. Sections of the checklist that do not apply to a particular RPM location will be noted as N/A and will not affect the overall Audit Result.

4.7 Audit Results

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

4.8 Dispute Resolution

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

Appendix E: RPM Standards

OTS RPM Standards Checklist

RPM Name: _____
 RPM Number: _____
 RPM Contact Name: _____
 RPM Visit (Initial or Periodic) _____
 Date of RPM 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)

Appendix E: RPM Standards

OTS RPM 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 Product Sales

Proof of TDP Sales on File (Y/N)	Name of Purchaser	History of Selling to Purchaser (for operating RPMs)	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 (Y/N)	Status (Y = Pass, N = Fail)	Follow Up Required (Y/N)
Notes:			

Appendix E: RPM Standards OTS RPM 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:

Appendix E: RPM Standards