



2015:

- Procedures to Become a Voluntary Steward with Stewardship Ontario Blue Box Program for Packaging and Printed Paper; and
- Voluntary Steward Agreement

For detailed program information:
www.stewardshipontario.ca
Steward Services: 1-888-980-9549
werecycle@stewardshipontario.ca



Stewardship Ontario

Voluntary Steward Procedures

Voluntary Steward Procedures

Please read the following Procedures carefully. It contains important information about your obligations as a Voluntary Steward.

The Blue Box Rules for Stewards provide a provision for the participation of Voluntary Stewards in the Stewardship Ontario Blue Box Program.

Section 2 of the Blue Box Rules contains information regarding “Designation of Stewards” as follows:

- 2.1 A Brand Owner is designated as a steward with respect to all Printed Material, Service Packaging, and the Packaging of all goods, for which it is the Brand Owner.
- 2.2 A First Importer is designated as a steward with respect to all Printed Material, Service Packaging, and the Packaging of all goods, for which it is the First Importer
- 2.3 A Franchisor which is Resident in Ontario is designated as a steward with respect to all Printed Material, Service Packaging, and the Packaging of all goods, which are supplied within the relevant Franchise System.
- 2.4 In the event there is more than one Brand Owner for the same DBBW, the Brand Owner more directly connected to the production of the DBBW shall be designated as the steward, but where the Brand Owner is a Franchisor who is Resident in Ontario, the Franchisor shall be designated as the steward.
- 2.5 In the event that products containing two or more independent Brands are packaged to be Supplied together, then the Brand Owner more directly connected to the join Packaging shall be designated as the steward for such join Packaging.
- 2.6 Any person who is Resident in Ontario, who Supplies Service Packaging shall be the steward for such Service Packaging.
- 2.7 Any Person who elects to become a steward respecting DBBW that would otherwise be the responsibility of another steward, shall be designated as a steward upon execution of a contract with Stewardship Ontario, and the steward otherwise responsible is exempt from the requirement to pay fees respecting such DBBW and from Filing a DBBW Annual Steward’s Report during the currency of the contract. Stewardship Ontario shall not be required to execute a contract contemplated herein.
- 2.8 Notwithstanding the above, any Person who has executed a contract with Stewardship Ontario under Section 2.7 prior to June 30, 2006, shall remain an elected steward under the terms of the agreement.



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2.9 An election under Section 2.7 may be made only with Stewardship Ontario by a Person who would otherwise be a Brand Owner but is not Resident in Ontario, but such election may not be made by a Person who would be eligible for an exemption described in Section 5.1.

A business's residency status is a core determinant of whether or not they are obligated by a province's stewardship regulation. In the absence of a resident brand owner, the legal obligation falls to the "first importer" – typically the retailer or distributor that has residency in the province.

The purpose of the Voluntary Steward provision in the Stewardship Ontario Blue Box Rules for Stewards is to provide an opportunity for a non-resident business to accept reporting responsibilities and make payments on behalf of a Steward in order to reduce the administrative burden on the first importer Steward.

A Voluntary Steward means a Person (see glossary in Blue Box Rules) not resident in Ontario which supplies Designated Blue Box Waste (DBBW) to residents of Ontario. Section 2.7 of Stewardship Ontario's Blue Box Rules for Stewards allows for Voluntary Stewards as described above.

Overview of Voluntary Steward Obligations

- When you become of Voluntary Steward with Stewardship Ontario, you become a Steward under the Waste Diversion Act which requires companies that are "stewards" of Designated Blue Box Waste (DBBW) to share in funding 50 per cent of the net cost of the Ontario municipal Blue Box Program.
- You must therefore register as a Steward with Stewardship Ontario on the [WeRecycle Portal](#) and comply with all the requirements of the applicable Rules for Stewards.



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Voluntary Stewards

Voluntary Stewards must review the procedures below and complete a Voluntary Steward Agreement (VSA), and submit the VSA for review and approval by Stewardship Ontario.

Terms and Conditions

A brand owner not resident in Ontario can elect to become a Voluntary Steward and assume responsibility for reporting and paying stewardship fees for all the DBBW associated with their brands if it meets the following criteria:

1. Not resident in Ontario.
2. Resident in Canada.
3. Supplies the equivalent or more than 15 tonnes (15,000 kilograms) of DBBW to Ontario residents.
4. Agrees to execute a Voluntary Steward Agreement.
5. Agrees to assume responsibility for all the DBBW for which it is the Brand Owner, which it supplies into Ontario.
6. Agrees to provide a list of all its brand names as a schedule to the Voluntary Steward Agreement.
7. Agrees to provide a list of names of all its first importer customers in Ontario for which it is assuming responsibility as a schedule to the Voluntary Steward Agreement. (Voluntary Stewards are not allowed to volunteer for some retailers and not others.)
8. Agrees to notify each of its listed customers that they are not obligated to report on the brands for which the Voluntary Steward is taking responsibility.

In order to become a Voluntary Steward, a company must complete a Voluntary Steward Agreement and enter into a contract with Stewardship Ontario and pay fees on behalf of the otherwise responsible Steward.

If a Voluntary Steward defaults on its responsibility under its contract with Stewardship Ontario, the agreement can be declared null and void by Stewardship Ontario giving notice to the Voluntary Steward. In this case, the obligation reverts to the obligated Steward in Ontario of the DBBW.



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Examples of Voluntary Steward Scenarios

Under Stewardship Ontario's current policy, the following table provides some examples of applications that will not be accepted. It is not intended to be a comprehensive list:

Table 1: Proposed Voluntary Steward Arrangements that are Not Acceptable

Example	Explanation
Ontario supplier exempt under Section 5.1 of the Blue Box Rules for Stewards.	The purpose of the Voluntary Steward Agreement is to identify additional stewards outside of the Province of Ontario who wish to contribute to the program – therefore exemptions do not apply to Voluntary Stewards outside of the Province of Ontario.
Industry association	Does not meet requirement of being a brand owner and therefore not a Steward of DBBW
Applicants' "Schedule B" indicates a plan to volunteer for some customers but not others	Application would be rejected as not in compliance requirements of Section 2 of the Voluntary Steward Agreement



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Steps for Completing Application for Voluntary Steward

A person or company that elects to become a Voluntary Steward under the Rules must follow the steps laid out below.

1. Register with Stewardship Ontario on the CSSA WeRecycle portal: <https://wecycle.cssalliance.ca/irj/portal>. Please ensure that you self-identify as a Voluntary Steward in the obligation section of the portal.
2. Review and complete all sections and Schedules of the Stewardship Ontario Voluntary Steward Agreement available on Stewardship Ontario's website. If you have any questions please contact Steward Services by telephone at **1-888-980-9549** or by email at wecycle@stewardshipontario.ca.
3. Sign and return a copy of the completed Voluntary Steward Agreement and accompanying schedules to Stewardship Ontario by fax to 1-844-471-1836 or email a scanned copy [to wecycle@stewardshipontario.ca](mailto:wecycle@stewardshipontario.ca) **no later than January 31, 2015¹**. Stewardship Ontario recommends that Voluntary Steward Agreements be submitted as soon as possible since timing is critical to minimize double counting and to enable other Stewards to report on other DBBW for which they remain responsible. Retain a copy of this correspondence for your records and to provide as evidence of the submission.
4. If the Voluntary Steward Application to become a Voluntary Steward is approved by Stewardship Ontario, a signed copy will be returned to you within 15 calendar days of its receipt. You will then be required by the agreement to notify all companies listed in Schedule B that you have been accepted as a Voluntary Steward and that you will assume the reporting and financial responsibilities for all the (DBBW) identified with your Brand that you supplied in Ontario.
5. If the Voluntary Steward Application is not complete, or is not approved you will receive notification by email from Stewardship Ontario.
6. The approved Voluntary Steward shall prepare and submit a Steward's Report to Stewardship Ontario indicating the quantity, in kilograms or units, of DBBW and remit the required payments in accordance with the Blue Box Rules for Stewards.

Questions - Please direct any questions to Stewardship Services by telephone at **1-888-980-9549** or by email to wecycle@stewardshipontario.ca.

¹ The January 31, 2015 due date only applies to new voluntary stewards. Existing voluntary stewards may submit an executed agreement any time during 2015.



Stewardship Ontario

Voluntary Steward Agreement

Voluntary Steward Agreement

WHEREAS the Blue Box Rules for Stewards permits certain persons to volunteer to become a Steward;

AND WHEREAS Stewardship Ontario wishes to accept the person identified below as a Voluntary Steward

1. The undersigned ("Voluntary Steward"), hereby elects and agrees to become a Steward in accordance with the Blue Box Rules for Stewards and carry out its duties as a producer according to the terms of this Voluntary Steward Agreement:

Name of Voluntary Steward Company	
Company Address	
City	
Province	
Postal Code	
Contact Name	
Telephone	
Fax	
Email	

2. The Voluntary Steward hereby represents that it qualifies as a Voluntary Steward in accordance with the Stewardship Ontario Voluntary Steward Policy as published on the Stewardship Ontario website and agrees to all the terms and conditions of the Voluntary Steward Agreement and acknowledges it has a copy of and has reviewed the applicable Stewardship Ontario Blue Box Rules.
3. The Voluntary Steward and Stewardship Ontario agree that the Voluntary Steward shall be responsible for, and assumes the obligations for all the DBBW for which it is the Brand Owner, which it supplied into Ontario in the applicable data year and for which it is/was a Steward as defined in the Blue Box Rules for Stewards.
4. The Voluntary Steward agrees to observe and comply with the Blue Box Rules for Stewards and to file a Steward's Report forthwith upon acceptance by Stewardship Ontario as a Voluntary Steward.



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5. The Voluntary Steward agrees to file an Annual Report for all DBBW it supplied into Ontario in the appropriate data year (e.g., a 2015 report would contain 2014 data).
6. The Voluntary Steward confirms that all DBBW for which the Voluntary Steward is assuming responsibility for is listed in Schedule A.
7. The Voluntary Steward confirms that all parties in Ontario for which the Voluntary Steward is assuming responsibility for are listed in Schedule B. Voluntary Steward agrees to notify promptly the persons in Schedule B who would otherwise be Stewards for the packaging and printed paper, of the terms of this agreement.
8. The Voluntary Steward consents its name being added to a list of Stewardship Ontario members and made available to other stewards via the WeRecycle Portal, and upon such listing, the persons with a commercial connection to the packaging or the products provided to customers listed in Schedule B shall be relieved of their obligations as Stewards with respect to the packaging and printed paper under the Blue Box Program Plan Rules during the term of this agreement.
9. This Voluntary Steward Agreement is valid effective February 15, 2015.
10. Voluntary Steward undertakes and agrees to file with Stewardship Ontario revised Schedules A and B as applicable reflecting the brands and persons that are applicable for reporting period as applied by the Membership Agreement, as amended from time to time.
11. The parties agree that this agreement shall extend for an indefinite time period until terminated by written notice no later than December 31st of any calendar year by Voluntary Steward to Stewardship Ontario. Effective January 1st of the year following the giving of notice, the voluntary steward will no longer be required to submit any further reports. The voluntary steward will remain obligated to pay fees for reports already submitted by the voluntary steward. Payment of all such remaining fees shall be made in full by May 31st of the year following the giving of notice.
12. In the case of a Voluntary Steward defaulting on its obligations, Stewardship Ontario may terminate this agreement upon 30 days prior written notice to the Voluntary Steward, provided Stewardship Ontario shall have first sent a written notice to the Voluntary Steward with a copy to the obligated Stewards listed in Schedule B, that the Voluntary Steward has defaulted on its obligations as a Steward, together with particulars of such default, and provided further such default has not been remedied by Voluntary Steward within 30 days from the date of such notice of default.
13. Upon termination of this agreement, Stewardship Ontario shall notify those persons referred to in Schedule B of the termination of this agreement, and shall post notice of the termination on its web site. Upon termination of this agreement and posting of notice thereof, reporting and financial responsibility shall revert back to the original obligated Steward of packaging and printed paper on notice of cancellation on Stewardship Ontario's web site.



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14. Notice may be given under this election by first-class mail, fax, or e-mail to Voluntary Steward as indicated above or to Stewardship Ontario as follows:

Stewardship Ontario E-mail: werecycle@stewardshipontario.ca



Stewardship Ontario

Voluntary Steward Agreement

In witness whereof the parties have executed this election agreement on the

_____ day of _____ 20_____.

Voluntary Steward Declaration

The undersigned declares that _____ is a company that meets the conditions of a Steward as defined under Section 2 of the Blue Box Rules for Stewards and it acknowledges its obligation to file a report and make payment of fees to Stewardship Ontario under the terms and conditions of this agreement. It acknowledges that it has read, understands and agrees to all the requirements of the Voluntary Steward Procedures document and this agreement. It acknowledges that the information provided in all Schedules is accurate. Failure to meet the terms of this agreement means the obligations to Stewardship Ontario reverts back to the obligated Steward of packaging in Ontario listed in Schedule B.

Voluntary Steward Name: _____

Authorized Signing Officer: _____

(Print Name and Title)

I have authority to bind the corporation.

Stewardship Ontario ("SO")

Approved By: Authorized Signing Officer _____

_____ day of _____ 20_____.



Stewardship Ontario

Voluntary Steward Agreement

Schedule A

List of trademark or intellectual property rights to the brand names which the Voluntary Steward owns and for which it is assuming responsibility and reporting.

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Schedule B

List of names of all customers in Ontario for which the Voluntary Steward agrees to assume the responsibility for DBBW in which the Voluntary Steward had a commercial connection in Ontario for the data year.



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Schedule C

List of Material Categories for Stewardship Ontario

Material Category	2015 DBBW Reporting Categories <i>(based on 2014 Data Year Reported in Kilograms)</i>
Printed Materials	Newsprint–CNA/OCNA Members
	Other Newsprint–Non-CNA/OCNA Members
	Magazines and Catalogues
	Directories
	Other Printed Materials
Paper Packaging	Gable Top Containers
	Aseptic Containers
	Paper Laminates
	Corrugated Cardboard
	Boxboard and Other Paper Packaging
Plastic Packaging	PET Bottles < 5 Litres
	PET Bottles ≥ 5 Litres
	HDPE Bottles and Jugs < 5 Litres
	HDPE Bottles and Jugs ≥ 5 Litres
	LDPE/HDPE Film
	LDPE/HDPE Film Carry-Out Bags
	LDPE/HDPE Film Carry-Out Bag Units*
	Expanded Polystyrene
	Non-Expanded Polystyrene
	Natural and Synthetic Textiles
	Other Plastic Packaging < 5 Litres ²
	Other Plastic Packaging ≥ 5 Litres ³
	Plastic Laminates
PLA, PHA, PHB ⁴	
Steel and Other Metal Packaging	Steel Aerosol Containers
	Steel Paint Cans
	Other Steel and Metal Containers and Packaging
Aluminum Packaging	Aluminum Food and Beverage Containers
	Aluminum Aerosol Containers
	Other Aluminum Packaging
Glass Packaging	Clear Glass
	Coloured Glass

² Now includes PVC and non-coded plastics (previously reported under “Disrupter Plastics”)

³ Now includes PVC and non-coded plastics (previously reported under “Disrupter Plastics”)

⁴ New fee reporting category (previously reported under “Disrupter Plastics”)