



Thinking  
beyond  
the box

Stewardship Ontario

## **SCHEDULE B**

### **RULES FOR STEWARDS WITH RESPECT TO PAYMENT OF FEES (2012)**

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#### **1. Introduction**

These Rules do not revoke or amend any previously approved Rules for Stewards with Respect to Payment of Fees respecting Designated Blue Box Waste (DBBW). The following Rules relate to the Blue Box program, and the definitions of capitalized words used in these Rules are contained in a glossary attached as Appendix D.

For reporting and fee calculations, the DBBW, as identified by the *Waste Diversion Act 2002 – Ontario Regulation 273/02*, is organized into 6 material categories with 32 material sub-categories as outlined in Appendix A.

#### **2. Designation of Stewards**

For the purposes of determining which person shall be designated as a steward for a particular category of DBBW, the following provisions shall apply, in the order in which they are set out.

If two or more persons are designated as a steward pursuant to the following, then the earlier provision shall prevail:

(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) 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.

(3) A Franchisor 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.

(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.

(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 joint Packaging shall be designated as the steward for such joint Packaging.

(6) Any person who is Resident in Ontario, who Supplies Service Packaging shall be the steward for such Service Packaging.

(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.

(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.

(9) An election under Section 2 (7) may be made only 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.

### **3. Fees and Reporting**

#### **3.1 Steward Reporting**

(1) Subject to Section 5.1 of these Rules, every steward shall File, in accordance with the timetable in Appendix C, a Designated Blue Box Waste (DBBW) Annual Steward's Report with Stewardship Ontario not later than July 31, 2012, or 90 (ninety) days after such steward is notified, whichever is later. A steward is notified:

- (a) on the day the steward receives personal service via email of how to obtain a copy of these Rules, or
- (b) three days following the sending by prepaid first class postage to the steward, at its Published Address, a copy of these Rules or a written notice of how to obtain a copy of these Rules.

(2) A DBBW Annual Steward's Report must include the following information (currently submitted on the Stewardship Ontario reporting portal located at <https://wecycle.stewardshipontario.ca/irj/portal>):

- (a) name of steward, mailing and billing addresses, website, phone number, email address and Sector of steward including contact information such as email addresses and phone numbers for the steward's, Primary Contact, Environmental Lead and Billing Contact;
- (b) Obligation Year and Data Year of the DBBW Annual Steward's Report;
- (c) quantities of DBBW Supplied in the 2011 Data Year according to the reporting categories and units of measure as set out in Appendix A;
- (d) description of Methodology and sources of data including changes from Methodology used in the DBBW Annual Steward's Report for the prior Obligation Year;
- (e) details of any deductions from DBBW Supplied including data used to prepare, calculate and determine these deductions;
- (f) any initiatives or changes in the Packaging mix or business practices that may explain any variation from quantities of DBBW Supplied in the DBBW Annual Steward's Report for the prior Obligation Year;
- (g) list of Brands included in the DBBW Annual Steward's Report;
- (h) list of all Affiliates and/or Franchisees included in the DBBW Annual Steward's Report;
- (i) declaration of accuracy of the DBBW Annual Steward's Report by the Primary Contact.

(3) Stewards have 30 (thirty) days from the date of a change to any information outlined in Section 3.1 (2) (a) to notify Stewardship Ontario in writing via email to [WeRecycle@StewardshipOntario.ca](mailto:WeRecycle@StewardshipOntario.ca) of such changes to information including contact information.

(4) A steward shall report for its Affiliates and/or Franchisees under one steward number. Any steward whose DBBW is included in a DBBW Annual Steward's Report of its Affiliate and/or Franchisor need not File a separate DBBW Annual Steward's Report.

### **3.2 Steward Fees, Penalties, Interest and Administrative Fees**

(1) Stewards shall pay fees to Stewardship Ontario in accordance with Appendix C of these Rules. The aggregate amount of fees payable shall be the sum of the amounts set out in the DBBW Annual Steward's Report Prior Period Quantity multiplied by the rates set out in the table of fees attached as Appendix A of these Rules.

(2) Stewards who fail to pay fees by the date specified in the timetable set out in Appendix C will be subject to:  
(a) a penalty calculated at 10% of fees due and payable;  
(b) Interest on the 2012 Obligation Year account balance due.

(3) In the event that the amounts reported in a DBBW Annual Steward's Report are inaccurate, penalties and Interest as outlined under Section 3.2 (2) shall apply.

(4) In the event a steward fails to File a DBBW Annual Steward's Report in accordance with Section 3.1(1), then such steward's prior year's DBBW Annual Stewards Report shall constitute the DBBW Annual Stewards Report then due, and all fees shall be due in accordance with Appendix C.

(5) Stewards who amend a DBBW Annual Steward's Report after July 31, 2012 that discloses decreased amounts of DBBW Supplied in any material category set out in Appendix A, shall be credited any difference in fees paid in accordance with Appendix C.

(6) In the event that the amounts reported in a DBBW Annual Steward's Report are inaccurate, any deficiency in fees paid resulting from such inaccuracies, including penalties and Interest as outlined under Section 3.2 (2), shall be due in full in accordance with Appendix C.

(7) Pursuant to Section 4.1 (4), stewards must amend an inaccurate DBBW Annual Steward's Report within 30 (thirty) days of receiving notification from Stewardship Ontario. Failure to do so shall result in Administrative Fees.

(8) Pursuant to Section 4.1 (4), stewards must pay any unpaid fees, including penalties, Interest and Administrative Fees as outlined under Section 3.2 (2), as a result of an amendment to a DBBW Annual Steward's Report, in accordance with Appendix C. Failure to pay in accordance with Appendix C shall result in further penalties, Interest and Administrative Fees.

(9) Where Stewardship Ontario, or its authorized representative, determines that a DBBW Annual Steward's Report as set out in Section 3.1 (2) is deficient, an Administrative Fee shall apply.

(10) Pursuant to Section 4.1 (3), where a steward notifies Stewardship Ontario of incorrect data in their DBBW Annual Steward's Report prior to the commencement of a Review by Stewardship Ontario, or its authorized representative, an Administrative Fee shall not apply.

(11) All penalties and Interest charges begin accruing on the business day immediately following the date specified in the timetable set out in Appendix C.

(12) Stewards, including those exempt under Section 5.1 (4), who fail to File a DBBW Annual Steward's Report within the dates specified in Appendix C will be subject to an Administrative Fee.

(13) Stewardship Ontario may waive all or part of any penalties, Interest or Administrative Fees otherwise payable under these Rules.

(14) Stewards who are members of the Canadian Newspaper Association and the Ontario Community Newspapers Association shall pay applicable Stewardship Ontario administrative costs, in the aggregate, equivalent to the fees

otherwise payable, and will meet their obligation for the payment of fees, as calculated by Stewardship Ontario, by providing advertising lineage in a manner approved by Waste Diversion Ontario.

#### **4. Compliance**

##### **4.1 Review of a DBBW Annual Steward's Report**

(1) A steward shall grant access during business hours to Stewardship Ontario, or its authorized representative, upon request to inspect and Review the steward's records under Section 4.2 up to five years after the date of Filing a DBBW Annual Steward's Report. Stewards who fail to grant access to Stewardship Ontario, or its authorized representative, will be subject to an Administrative Fee.

(2) Stewards shall comply with written requests from Stewardship Ontario, or its authorized representative, for information set out in Section 4.2 within the timelines as specified by Stewardship Ontario, or its authorized representative, at the time of the request. Stewards who fail to comply with written requests from Stewardship Ontario, or its authorized representative, within the timelines specified will be subject to an Administrative Fee.

(3) Where a steward identifies any errors in a DBBW Annual Steward's Report after submission, the steward must amend the DBBW Annual Steward's Report to correct information in the DBBW Annual Steward's Report that is incorrect. Stewardship Ontario reserves the right to Review the amendment for accuracy.

(4) Where Stewardship Ontario, or its authorized representative, identifies an error in a DBBW Annual Steward's Report as a result of a Review, the steward shall, upon notification by Stewardship Ontario, so amend the DBBW Annual Steward's Report within 30 (thirty) days of receiving such notice.

##### **4.2 Record Provision and Retention**

Stewards shall retain records to substantiate and verify the amount set out in their respective DBBW Annual Steward's Report for a period of not less than five years from the date on which the DBBW Annual Steward's Report was Filed. These records include but are not limited to; all data and reports used by stewards in the preparation of the DBBW Annual Steward's report as outlined in Section 3.1 (2), a list of brands excluded from the report, and product and packaging data.

#### **5. General**

##### **5.1 Steward Exemptions**

(1) Stewards are exempt from Filing a DBBW Annual Steward's Report and paying the fees otherwise due if during the Data Year, the steward's, its Affiliates', and Franchisees' combined gross revenues, from the sale of all its products and services in Ontario, was less than \$2 million.

(2) Stewards, in the business of retailing, are exempt from Filing a DBBW Annual Steward's Report and paying the fees otherwise due if during the Data Year, the steward's, its Affiliates', and Franchisees' combined gross revenue, from the services provided and the cost of merchandise sold in Ontario, was less than \$2 million.

(3) Stewards that are not-for-profit entities (including municipalities, provincial agencies, colleges, or universities) are not exempted by 5.1 (1) and 5.1 (2).

(4) Stewards shall File a DBBW Annual Steward's Report but shall be exempt from payment of fees otherwise due provided that during the Data Year, the steward, its Affiliates and Franchisees Supplied DBBW into Ontario, with an aggregate quantity of less than 15,000 kilograms.

(5) Notwithstanding the above Stewardship Ontario may, acting reasonably, require a steward to File a DBBW Annual Steward's Report by sending a written request to a steward.

## **5.2 Duration of these Rules**

These Rules shall remain in force until replaced or modified by subsequent Rules made. In the event no subsequent Rules are made after the end of 2011, the dates specified in these Rules in Sections 3.1(1), 3.1(2), 3.2 (2), Appendix A, Appendix C, and Appendix D, shall be automatically amended by substituting the next year for the year appearing in each of those Sections.

## **5.3 Dispute Resolution**

Non-payment or failing to File a DBBW Annual Steward's Report by a steward shall not be items subject to dispute resolution and/or arbitration.

If any dispute arises between a steward and Stewardship Ontario as to the amount of DBBW that is required to be included in a DBBW Annual Steward's Report:

(1) The parties shall attempt to resolve the dispute through designated representatives from both Stewardship Ontario and the steward within 30 (thirty) days of the date upon which written notice of the dispute was first given, or within another timeframe as agreed.

(2) If the parties are unable to resolve the dispute within the above period, the steward and Stewardship Ontario shall within 30 (thirty) days thereafter jointly select an arbitrator to arbitrate the dispute. Failing agreement as to the arbitrator within such time frame, Waste Diversion Ontario shall appoint the arbitrator on behalf of the parties.

(3) The arbitrator shall render a decision on the dispute and the award arising therefrom, in accordance with the *Arbitration Act, 1991*, as amended from time to time.

(4) The decision of the arbitrator shall be final and binding on the parties and shall not be subject to appeal on any grounds whatsoever, and shall be enforceable against Stewardship Ontario and the steward, as the case may be, immediately on the issue of the decision to the parties to the dispute.

## **5.4 Interpretive Memoranda**

Stewardship Ontario may publish on its website interpretive memoranda and guidebooks describing its interpretations of these Rules.

## **5.5 Publishing of Company Names**

Stewardship Ontario may publish any of the following:

(1) The names of stewards Filing DBBW Annual Steward's Reports with Stewardship Ontario;

(2) A list of stewards In Good Standing;

(3) The registry of all Brands reported in DBBW Annual Steward's Reports;

(4) The name of any person that may appear to be a steward Resident in Ontario, but which it has determined, upon investigation, is not Resident in Ontario;

(5) The name of any person who elects to become a steward under Section 2 (7) of these Rules and the name of the steward who would otherwise be responsible; and,

(6) The name of any person who has executed a contract with Stewardship Ontario under Section 2 (7) prior to June 30, 2006.

### **5.6 Non-compliance with these Rules**

Failure to comply with these Rules is a violation of these Rules and may be subject to enforcement under the *Waste Diversion Act (2002)*.

**Appendix A**  
**Designated Blue Box Waste Reporting Categories and Fee Schedule**

Material Category	2012 DBBW Reporting Categories based on 2011 Data Year Reported in Kilograms
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 Laminants
	Corrugated Cardboard
	Boxboard and Other Paper Packaging
Plastic Packaging	PET Bottles
	PET Bottles > 5 Litres
	HDPE Bottles and Jugs
	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
	Other Plastic Packaging > 5 Litres
	Plastic Laminants
Disrupter Plastics	
Steel and Other Metal Packaging	Aerosol Containers
	Paint Cans
	Other Steel and Metal Containers and Packaging
Aluminum Packaging	Aluminum Food and Beverage Containers
	Aerosol Containers
	Other Aluminum Packaging
Glass Packaging	Clear Glass
	Coloured Glass

\* Report LDPE/HDPE Film Carry-Out Bags Units in the number of units Supplied

Material Category	2012 DBBW Fee Schedule based on 2010 Data Year	Fee/Kilogram	Deficit Recovery Fee/kilogram
Printed Materials	Newsprint–CNA/OCNA Members	0.33¢/kg	
	Other Newsprint–Non-CNA/OCNA Members	2.02¢/kg	
	Magazines and Catalogues	5.45¢/kg	
	Directories	5.45¢/kg	
	Other Printed Materials	5.45¢/kg	
Paper Packaging	Gable Top Containers	18.76¢/kg	
	Aseptic Containers	18.76¢/kg	
	Paper Laminants	18.76¢/kg	
	Corrugated Cardboard	8.57¢/kg	2.88¢/kg
	Boxboard and Other Paper Packaging	8.57¢/kg	0.77¢/kg
Plastic Packaging	PET Bottles	16.24¢/kg	
	PET Bottles > 5 Litres	16.24¢/kg	
	HDPE Bottles and Jugs	13.60¢/kg	
	HDPE Bottles and Jugs > 5 Litres	13.60¢/kg	
	Polystyrene - Expanded and Non-Expanded Polystyrene	27.23¢/kg	
	Other Rigid Plastics - Other Plastic Packaging	27.23¢/kg	2.09¢/kg
	Other Rigid Plastics > 5 Litres - Other Plastic Packaging > 5 Litres	27.23¢/kg	2.09¢/kg
	LDPE/HDPE Film	27.23¢/kg	
	LDPE/HDPE Film Carry-Out Bags	27.23¢/kg	
	LDPE/HDPE Film Carry-Out Bag Units	Number of units*	
	Plastic Laminants	27.23¢/kg	
	Biodegradable Plastic Film - Disrupter Plastics, Other Plastic Packaging, Other Plastic Packaging > 5 Litres	27.23¢/kg	
	Biodegradable Rigid Plastic Containers - Disrupter Plastics, Other Plastic Packaging, Other Plastic Packaging > 5 Litres	27.23¢/kg	2.09¢/kg
Natural and Synthetic Textiles	27.23¢/kg		
Steel and Other Metal Packaging	Aerosol Containers	6.07¢/kg	
	Paint Cans	6.07¢/kg	
	Other Steel and Metal Containers and Packaging	6.07¢/kg	
Aluminum Packaging	Aluminum Food and Beverage Containers	2.00¢/kg	
	Aerosol Containers	8.41¢/kg	
	Foil and Other Aluminum Packaging	8.41¢/kg	
Glass Packaging	Clear (flint) Glass - Clear Glass	3.27¢/kg	
	Coloured Glass	3.83¢/kg	

\* LDPE/HDPE Film Carry-Out Bag Units does not carry a fee rate



**Appendix B**  
**Resident in Ontario**

Resident in Ontario, with respect to a corporation, means a corporation that has a permanent establishment in Ontario, where:

- (a) “permanent establishment” includes branches, mines, oil wells, farms, timberlands, factories, workshops, warehouses, offices, agencies and other fixed places of business and
- (b) the following rules apply,

**Contracting Employees or Inventory Sufficient**

Where a corporation carries on business through an employee or agent who has general authority to contract for the corporation or who has a stock of merchandise owned by the corporation from which the employee or agent regularly fills orders which the employee or agent receives, such employee or agent shall be deemed to operate a permanent establishment of the corporation.

**Commission Agent not Sufficient**

The fact that a corporation has business dealings through a commission agent, broker or other independent agent shall not of itself be deemed to mean that the corporation has a permanent establishment.

**Subsidiary of Parent not Sufficient**

The fact that a corporation has a subsidiary controlled corporation in a place or a subsidiary controlled corporation engaged in a trade or business in a place shall not of itself be deemed to mean that the first-mentioned corporation is operating a permanent establishment in that place.

**Licensed Insurance Company Sufficient**

An insurance corporation is deemed to have a permanent establishment in each jurisdiction in which the corporation is registered or licensed to do business.

**Purchasing Office not Sufficient**

The fact that a corporation maintains an office solely for the purchase of merchandise shall not of itself be deemed to mean that the corporation has a permanent establishment in that office.

**Ownership of Land Sufficient**

Where a corporation, otherwise having a permanent establishment in Canada, owns land in a province or territory of Canada, such land is a permanent establishment.

**Production Packing and other Activities Sufficient**

The fact that a non-resident corporation in a year produced, grew, mined, created, manufactured, fabricated, improved, packed, preserved or constructed in whole or in part anything in Canada, whether or not the corporation exported that thing without selling it prior to exportation, shall of itself, be deemed to mean that the corporation maintained a permanent establishment at any place where the corporation did any of those things in the taxation year.

**Machinery or Equipment Sufficient**

The use of substantial machinery or equipment in a particular place at any time in a year of a corporation constitutes a permanent establishment of such corporation in that place for such a year.

**Principal Place of Business Sufficient**

Where a corporation has no fixed place of business, it has a permanent establishment in the principal place in which the corporation’s business is conducted.

**Charter or By Laws designating Head or Registered Office Sufficient**

Where a corporation does not otherwise have a permanent establishment in Canada, it has a permanent establishment in the place designated in its charter or by-laws as being its head office or registered office.

**Appendix C**  
**Reporting and Payment Schedule**

Stewards notified on or before May 2, 2012 are obligated to report their 2011 data by July 31, 2012. Stewards notified after May 2, 2012 are obligated to report their 2011 data within 90 days of receiving notification as outlined in Section 3.1 (1).

<b>Reporting Deadline</b>	<b>Data Year</b>
July 31, 2012	2011

<b>Payment Description</b>	<b>Payment Due Date</b>	<b>Data Year</b>
First payment due (25% of 2012 Obligation Year payment)	April 30, 2012	2010
Second payment due (25% of 2012 Obligation Year payment)	June 30, 2012	2010
Third payment due (25% of 2012 Obligation Year payment)	September 30, 2012	2010
Fourth payment due (25% of 2012 Obligation Year payment)	December 01, 2012	2010

Stewards may pay their 2012 Obligation Year payment (payment based on 2010 Data Year) in full or in part provided they adhere to the minimum payment schedule above.

<b>Report Adjustments</b>	<b>Payment Due Date</b>	<b>Data Year</b>
Reports or Adjustments reported after July 31, 2012 that increase fees owing	30 Days from publication of 2012 fee schedule	2010
Adjustments reported after July 31, 2012 that reduce fee owing	April 30, 2013	2010
Reports or Adjustments reported after July 31, 2012 that increase fees owing	30 Days from publication of 2013 fee schedule	2011
Adjustments reported after July 31, 2012 that reduce fee owing	April 30, 2014	2011

**Appendix D**  
**Glossary of Key Terms in these Rules**

**Interpretation** in these Rules:

**Administrative Fee** means a fee calculated to reimburse Stewardship Ontario for its staff time and expenses incurred in enforcement or compliance activities, including any legal and accounting fees incurred to obtain and review Annual Steward Reports not filed in accordance with these Rules. The fees shall be expressed as an hourly rate plus an amount equal to external fees incurred in any particular instance. The initial hourly fee shall be \$95, and shall be amended from time to time to reflect prevailing costs by publishing same at [www.stewardshipontario.ca/rules](http://www.stewardshipontario.ca/rules);

**Affiliate** means an entity that controls a steward or is controlled by an entity that also controls a steward where "control" in the case of a corporation has the meaning ascribed thereto by subsection 1(5) of the *Business Corporations Act (Ontario)* as amended from time to time;

**Billing Contact** means an individual identified by the Primary Contact to receive copies of all invoices and financial statements related to the steward account;

**Brand** means a trademark;

**Brand Owner** with respect to a specific trademarked Printed Material which is DBBW, and with respect to a specific good, the Packaging of which is DBBW, where either the good or the Packaging bears a trademark means during any time in the 2011 Data Year;

- (a) a person Resident in Ontario who is the holder of the registered trademark, or
- (b) a person Resident in Ontario who is the licensee, in respect of the registered trademark, or
- (c) a person Resident in Ontario, who owns the intellectual property rights to the unregistered trademark, or
- (d) a person Resident in Ontario, who is the licensee, in respect of the intellectual property rights of the unregistered trademark;

Where "licensee" includes a person who packages goods, the Packaging of which is DBBW and bears a trademark, other than a packer or filler of Private Label Goods, and includes any person whose corporate name or business name registration contains the trademark;

**Data Year** means the calendar year that the steward Supplied DBBW;

**Designated Blue Box Waste (DBBW)** means Packaging, Service Packaging and Printed Materials that are comprised of metal, glass, paper, plastics, textiles or any combination thereof that is Supplied to the Generator. DBBW does not include Transportation Packaging, Durable Packaging, wood, ceramic, crystal, rubber, pyrex and leather;

**Designated Blue Box Waste (DBBW) Annual Steward's Report** means a report prepared by a steward and Filed with Stewardship Ontario, describing the aggregate amount of DBBW, expressed in kilograms by category as set out in Appendix A of these Rules that was Supplied in the 2011 Data Year by the steward and its Affiliates and/or Franchisees containing the information in accordance with Section 3.1 (2) of these Rules;

**Durable Packaging** means Packaging intended for continued use over a period of five years as part of the product and remaining with the product components;

**Environmental Lead** means an individual identified by the Primary Contact as the lead person responsible for the steward's business operations' interaction with sustainability, the environment and regulatory matters. The Environmental Lead may receive communications related to Stewardship Ontario initiatives and market trends and may be invited to participate in dialogues pertaining to stewardship issues. Environmental Leads will not be issued access to a DBBW Annual Steward's Report or the reporting portal (currently submitted on the Stewardship Ontario reporting portal <https://wecycle.stewardshipontario.ca/irj/portal>) by Stewardship Ontario, but can be granted access by the steward;

**Filed** means electronically submitted by a steward to Stewardship Ontario through the reporting portal, stipulated by Stewardship Ontario (currently submitted on the Stewardship Ontario reporting portal <https://wecycle.stewardshipontario.ca/irj/portal>). Filed and File have similar meanings;

**First Importer** means a person Resident in Ontario, who imports into Ontario:

- (a) a specific Printed Material which is DBBW, for which a Brand Owner does not exist, or
- (b) a specific good, the Packaging of which is DBBW, for which a Brand Owner does not exist;
- (c) and includes a person Resident in Ontario who is the first to take title to such material or good, upon or after arrival in Ontario from elsewhere during the 2011 Data Year;

**Franchisor, Franchisee and Franchise System** have the meaning ascribed thereto under the *Arthur Wishart Act (Ontario)*;

**Generator** means the person within the residential sector to which Printed Material, Packaging or Service Packaging is Supplied that makes the DBBW available for reuse, recycling or disposal;

**In Good Standing** means a steward who is current with its financial and reporting obligations to Stewardship Ontario;

**Interest** means the amount calculated using the prime rate established by CIBC as at the close of business on the first day of each month plus four percent compounded monthly;

**Methodology** means the process the steward used to:

- (a) determine DBBW Supplied including data sources, percentage allocation of data reported, data collection systems, and the use of calculators, worksheets or mathematical formulas, whether or not they were previously approved by Stewardship Ontario; and
- (b) determine the data for products that are not DBBW Supplied;

**Obligation Year** means the calendar year for which the steward is required to discharge their obligation by Filing a DBBW Annual Steward's Report and paying fees;

**Packaging** means materials that are used for the containment, protection, handling, delivery and presentation of goods Supplied to Generators;

**Primary Contact** means an individual identified by the steward as the authorized officer, or agent, of the steward for whom a DBBW Annual Steward's Report is Filed as set out in Section 3.1 (2) or amended under Sections 4.1 (3) and (4). A Primary Contact is the only individual who may amend information set out under Section 3.1 (2) (a). A Primary Contact may also act as the stewards' Billing Contact and/or Environmental Lead;

**Printed Materials** means Printed Materials that are Supplied to Generators;

**Prior Period Quantity** means the DBBW Supplied in the Data Year, January 1, 2010 to December 31, 2010;

**Private Label Goods** means goods that carry the Brand of a Brand Owner and are Supplied to Generators by such Brand Owner that is a retail outlet in Ontario;

**Published Address** means an address appearing in a current telephone directory or a recognized current published business directory;

**Resident in Ontario**, with respect to a corporation, means a corporation that has a permanent establishment in Ontario in the 2011 Data Year, in accordance with Appendix B;

**Review** means an investigation into the accuracy and completeness of all or part of the information as set out in Section 3.1 (2). A Review can be conducted both onsite and/or remotely by either Stewardship Ontario or its authorized representative;

**Rules means** these Rules;

**Sector** means the industry category, from a list of categories provided by Stewardship Ontario (currently submitted on the Stewardship Ontario reporting portal <https://wecycle.stewardshipontario.ca/irj/portal>), that best describes the steward's business operations;

**Service Packaging** means packaging which may or may not bear a Brand that is Supplied at the point of sale by the retail, food service or other service providers to enable or facilitate the delivery of goods;

**Supplied** means sold, leased, donated, disposed of, used, transferred the possession or title of, or otherwise made available or distributed for use in the Province of Ontario to a Generator. Supply and Supplies have similar meanings;

**Transportation Packaging** means Packaging and Printed Materials used exclusively for packaging products during their shipment from their place of manufacture to their place of distribution in Ontario, except that which is provided as Service Packaging.

