



**Registered Scrap Tire Processor
Incentive Program Requirements
Fiscal 2017-2018**



**REGISTERED SCRAP TIRE PROCESSOR
INCENTIVE PROGRAM
CERTIFICATE OF APPLICANT**

The undersigned Applicant hereby certifies it agrees to be bound by the terms of the attached Alberta Recycling Management Authority Scrap Tire Incentive Program (the “Program”). The undersigned Applicant agrees that this agreement expires on March 31, 2018 and the undersigned Applicant will only be entitled to continue to be eligible under the Program if the Applicant provides a current certificate to the Alberta Recycling Management Authority.

Dated at _____, Alberta, this ____ day of _____, 20____.

[Name of Applicant]

[Authorized Signing Officer of Applicant]

[Name of Signing Officer – please print]

Scrap Tire Incentive Program Requirements

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1. DEFINITIONS

- 1.1 "**Alberta**" means the province of Alberta excluding the city of Lloydminster;
- 1.2 "**Applicant**" means a company, individual or partnership who applies for registration under the Program as a Registered Processor;
- 1.3 "**Authority**" means Alberta Recycling Management Authority;
- 1.4 "**Bylaws**" means the Authority's bylaws made under section 12 of the Designated Material Regulation, as may be amended from time to time;
- 1.5 "**Closure Plan**" has the meaning set out in section 5.10;
- 1.6 "**Collection Site**" means a site operated or approved by a municipality for the collection of Scrap Tires;
- 1.7 "**Collector**" means a municipality registered with the Authority that has a Collection Site;
- 1.8 "**Crumb**" means a granular rubber material that meets the requirements of the Authority for particle size and allowable contamination for steel, fibre, and debris and is approved by the Authority for the purpose or use proposed;
- 1.9 "**Delay**" has the meaning set out in section 10.4;
- 1.10 "**Designated Material Regulation**" means the *Designated Material Recycling and Management Regulation* (A.R. 93/2004), as may be amended from time to time;
- 1.11 "**Eligible Activities**" means those activities that are eligible for Incentives, or qualify as activities to which the Program applies and as may be more particularly described in the schedules hereto;
- 1.12 "**Eligible Expenses**" means expenses that are eligible for partial or whole reimbursement in accordance with the terms of the Program;
- 1.13 "**Environmental Law(s)**" shall include, without limitation, all present and future federal, provincial, municipal or other local laws, regulations, standards, rules, guidelines, orders or requirements respecting the environment, environmental protection, pollution, enhancement and enforcement, natural resources, conservation, health, chemical use, land use and occupational safety and health;
- 1.14 "**Environmental Management System**" means a system used to identify and evaluate the impact of the organization's activities, products, and services on the natural environment and to put controls in place to minimize that impact. The system typically includes an environmental policy to provide guidance to the organization on controlling environmental matters as well as a procedures manual outlining how environmentally significant tasks are to be conducted and how to ensure compliance with applicable Environmental Laws
- 1.15 "**Financial Report**" has the meaning set out in section 17.2(a);
- 1.16 "**Generator**" means a Supplier, Collector, landfill, vehicle dismantler, vehicle fleet, or private stockpile, registered with the Authority for the purposes of identifying sources of Scrap Tires in Alberta;
- 1.17 "**Incentive**" means any funding payable under the Program, as the context may require, including Processing Incentives and Transportation Incentives;

- 1.18 **"Interim Approval"** has the meaning set out in section 5.8;
- 1.19 **"Manufacturer"** means a user of Scrap Tire Material who produces products from Crumb;
- 1.20 **"Medium Truck Tires (MTT)"** means the classification subset of Scrap Tires more particularly described in Schedule "A";
- 1.21 **"Mulch"** means Scrap Tires that have been processed into mulch that meet the requirements of the Authority and are approved by the Authority for the purpose or use proposed;
- 1.22 **"Non-Arms Length"** shall have the same meaning as it is commonly applied to it under the Income Tax Act of Canada
- (Note: a non-arm's length transaction involves two or more parties that have some element of ownership or control in common. When a Registered Processor submits for Program funding for material sold or supplied to a non-arm's length party, the Program requirement for independent "third-party" confirmation of the validity and accuracy of the transaction is not available. Please see section 6.5 for more information.);
- 1.23 **"Off-the-Road Tires (OTR)"** means the classification subset of Scrap Tires more particularly described in Schedule "A";
- 1.24 **"Passenger and Light Truck Tires (PLTT)"** means the classification subset of Scrap Tires more particularly described in Schedule "A";
- 1.25 **"Passenger Tire Equivalent (PTE)"** means 10 kg of Scrap Tire, 10 kg of Tire Derived Aggregate , 10 kg of Mulch, or 6 kg of Crumb;
- 1.26 **"Processing Incentive"** means an Incentive payable to Registered Processors under the terms of this Program and as set out in Schedules "C", "D", and "E";
- 1.27 **"Processing Site"** means a site recognized under the Program where a Processor has equipment and staff to shred or otherwise process Scrap Tires into Scrap Tire Material;
- 1.28 **"Processor"** means a recycler who breaks tires down into Scrap Tire Material;
- 1.29 **"Program"** means this Registered Scrap Tire Processor Incentive Program, including the schedules hereto;
- 1.30 **"Registered Processor"** means a Processor who has been registered by the Authority and who fully meets the terms and requirements of this Program;
- 1.31 **"Scrap Tire"** means a tire as defined in the Tire Regulation which attracts a surcharge pursuant to the Tire Regulation and the Bylaws and which is no longer used for its original purpose, as further set out in Schedule "A", as may be amended from time to time;
- 1.32 **"Scrap Tire Material"** means the product(s) resulting from Scrap Tires processed under this Program including Crumb, Mulch, Tire-Derived Aggregate, and Fabricated Products, where applicable;
- 1.33 **"Supplier"** means a supplier as defined in the Tire Recycling Bylaw, as may be amended from time to time;
- 1.34 **"Tire Regulation"** means the *Tire Designation Regulation* (A.R. 95/2004) as may be amended from time to time;
- 1.35 **"Tire-Derived Aggregate (TDA)"** means Scrap Tires that have been processed into chips or shred that meet the requirements of the Authority and are approved by the Authority for the purpose

or use proposed; and

- 1.36 **“Transportation Incentive”** means an Incentive payable to a Registered Processor under the terms of this Program as set out in Schedule “B”.

2. PROGRAM PURPOSE

- 2.1 The purpose of the Program is to encourage waste minimization and recycling of Scrap Tire Material in Alberta as specified under the Designated Material Regulation and the Tire Regulation.
- 2.2 For the purpose of the Program, the culling or grading of Scrap Tires for reuse and/or resale as used tires will not be allowed at the Processing Site of a Registered Processor. If Scrap Tires received at a Processing Site are not processed but removed for resale and/or reuse as used tires, the Registered Processor will be ineligible for Incentives under the Program.
- 2.3 The Program will not pay Incentives for any use or disposal of Scrap Tires or Scrap Tire Material, provided to facilities without a documented commitment to environmentally sound management and fair labour practices, or such other uses or materials that from time to time may be prohibited by the Authority, or any applicable legislation, Bylaw, regulation or enactment.
- 2.4 The Authority is not a regulatory authority and will not become involved in, own or control collection, processing or recycling facilities, or companies or businesses which are Processors, Generators or Manufacturers. The Authority will encourage waste minimization and recycling activity within the province of Alberta through the administration of incentive-based programs as specified in the Designated Material Regulation.

3. SCRAP TIRES FROM ALBERTA

- 3.1 Incentives paid under this Program are sourced from Advance Disposal Surcharges (as defined in the Designated Material Regulation) collected on the sale in Alberta of applicable new tires to fund the end-of-life management of these products when discarded in Alberta. Accordingly, only Scrap Tires originating in Alberta will be considered eligible as Scrap Tires or Scrap Tire Material for the purposes of the Program and Incentive payments made under the Program.
- 3.2 Registered Processors are responsible for verifying that Scrap Tires, including any Scrap Tires collected by third party companies, have originated in Alberta as required, and Incentives or approvals may be withheld without adequate verification as may be required by the Authority.

4. SCHEDULES

- 4.1 The schedules attached form part of this Program, and all terms contained herein shall apply to each of the specific Incentives described in the schedules.

5. REGISTRATION

- 5.1 Applicants must be registered by the Authority under the Program in order to be eligible to receive Incentives under the Program.
- 5.2 An application for registration must be in the form provided by the Authority and must contain the information required by the Authority, including, without limitation:

- a) evidence the Applicant will carry out its operations in Alberta, British Columbia, Saskatchewan, or Manitoba;
 - b) evidence of registration as an Alberta corporation or extra-provincial registration in Alberta;
 - c) evidence of a valid and subsisting account with the Alberta Workers' Compensation Board, the British Columbia Workers' Compensation Board, the Saskatchewan Workers' Compensation Board, or the Manitoba Workers' Compensation Board as applicable;
 - d) evidence of:
 - i. for work performed in Alberta, a Certificate of Recognition issued by Alberta Human Services under the Occupational Health and Safety Act (Alberta) and the regulations under that Act;
 - ii. for work performed in British Columbia, a Certificate of Recognition issued by WorkSafe BC under Part 3 of *Workers' Compensation Act* and the regulations under that Act;
 - iii. in the event that under the Occupational Health and Safety Act (Saskatchewan) and the regulations under that Act, as such legislation may be amended or substituted in the future (the "Saskatchewan Occupational Health and Safety Legislation"), the Government of Saskatchewan establishes a program or certificate which is similar to or is the equivalent of a Certificate of Recognition as described in section 5.2(d)(i), then and upon the Saskatchewan Occupational Health and Safety Legislation coming into effect (the "Saskatchewan Legislation Effective Date"), for work performed in Saskatchewan on and after the Saskatchewan Legislation Effective Date, a certificate of recognition or equivalent as described in section 5.2(d)(i);
 - iv. in the event that under the *Workplace Safety and Health Act* (Manitoba) and the regulations under that Act, as such legislation may be amended or substituted in the future (the "Manitoba Workplace Safety Legislation"), the Government of Manitoba establishes a program or certificate which is similar to or is the equivalent of a Certificate of Recognition as described in section 5.2(d)(i), then and upon the Manitoba Workplace Safety Legislation coming into effect (the "Manitoba Legislation Effective Date"), for work performed in Manitoba on and after the Manitoba Legislation Effective Date, a certificate of recognition or equivalent as described in section 5.2(d)(i);
 - e) other licenses, approvals, certificates or clearances as may be requested, including permits to transport, handle or process hazardous or dangerous waste or recyclables; and
 - f) evidence of adequate insurance coverage
- 5.3 A business plan is required to be submitted with the application for new registration.
- 5.4 In submitting an application for registration the Applicant grants permission for the Authority to conduct any credit checks or other searches the Authority may require.
- 5.5 Incomplete applications for registration shall not be approved by the Authority.

- 5.6 Each Applicant whose application for registration has been accepted by the Authority shall be advised of the registration number assigned by the Authority.
- 5.7 Registration may be suspended or revoked at any time by the Authority for any of the following:
- a) failure of a Registered Processor to meet or abide by, or otherwise fail to perform, for any reason whatsoever, any term, condition or provision of the Program, Bylaws, policies, rules, or procedures of the Authority or any contract or agreement between the Registered Processor and the Authority;
 - b) failure of a Registered Processor to comply with any law, legislation, regulation, judicial order, permit, license or agreement;
 - c) failure of a Registered Processor to comply with the Registered Processor Compliance Requirements as set out in Schedule "F" attached to this Program, or as otherwise prescribed by the Authority from time to time;
 - d) false or misleading information being provided by the Registered Processor to the Authority, its agents or employees;
 - e) the Registered Processor ceases to carry on business as such, or ceases to be registered in Alberta, British Columbia or Saskatchewan;
 - f) bankruptcy or insolvency of the Registered Processor; or
 - g) the Registered Processor ceases to carry on its operations in Alberta, British Columbia, Saskatchewan or Manitoba.
- 5.8 The Authority may, in its sole discretion, provisionally approve an application for registration (an "Interim Approval") until such time as the Applicant can demonstrate to the satisfaction of the Authority, in the Authority's sole discretion, the Applicant's ability to process 500 tonnes of Scrap Tires annually, on an ongoing basis, with limited stockpile buildup, and in accordance with the terms and conditions of the Program. Applicants who have obtained an Interim Approval must comply with all terms and conditions of the Program, including the requirements for Applicants approved for registration under this Section 5. Notwithstanding anything herein to the contrary, final approval of an Applicant for registration is in the sole discretion of the Authority.
- 5.9 The Authority may terminate an Interim Approval without cause upon written notice to the Applicant. Upon termination of an Interim Approval, the Applicant:
- a) is entitled to be compensated in accordance with the terms of the Program such that any amounts due under this Program up to the effective date of the termination will remain payable to the Applicant; and
 - b) must provide the Authority with a detailed accounting of the work completed under the Program up to the termination date.
- In the event that the Applicant suffers any damages of any kind whatsoever resulting from the termination of an Interim Approval, the only claim of any kind that the Applicant may make against the Authority is for liquidated damages in the sum of One (\$1.00) Dollar.
- 5.10 As a condition of approval for registration, Applicants shall implement and maintain a documented closure plan that identifies, at a minimum, the financial requirements upon closure of the Applicant's site or business and the financial mechanism the Applicant will maintain for ensuring the availability of such funds, such as a security or performance bond or other similar

financial instrument (the "Closure Plan").

- 5.11 As a condition of approval for registration, upon the request of the Authority or its agent, Applicants shall provide a copy of the Closure Plan annually to the Authority.
- 5.12 As a condition of approval for registration of an Applicant who is applying to be a Registered Processor of Tire-Derived Aggregate, Mulch or Crumb, such Applicant must post security in an amount that in the estimation of the Authority shall be no less than the amount required to meet the requirements of Schedule "G".
- 5.13 Registration by the Authority is in no way an approval of the Applicant by the Authority other than for the purpose of becoming eligible to apply for Incentives under this Program.
- 5.14 Registration under the Program as a Registered Processor cannot be transferred upon the sale, assignment or transfer of the business of the Registered Processor. Any change to the ownership structure or control of the Registered Processor may result in a suspension or cancellation of registration unless prior written notice has been received by the Authority and a new application for registration has been submitted and accepted by the Authority.
- 5.15 Where an application for registration is made by a corporation, company, partnership, joint venture, organization or person that is affiliated with or related to any previously approved Registered Processor, the Authority may, in its discretion, refuse the registration where in the opinion of the Authority a purpose of the registration is to obtain funding that would not otherwise be available to the related approved Registered Processor.
- 5.16 Approval of an Applicant for registration is in the sole discretion of the Authority.

6. INCENTIVES

- 6.1 Incentives shall be paid by the Authority to Registered Processors in accordance with the Program.
- 6.2 Incentives are payable only in respect of Scrap Tires as set out on Schedule "A", attached hereto. Incentives shall not be payable by the Authority in respect of Ineligible Material.
- 6.3 Incentives shall only be paid to Registered Processors upon receipt by the Authority of completed Incentive claim forms as required by the Authority from time to time and upon acceptance by the Authority of the claim. Incentive claim forms are to have all imperial pounds (lbs) converted into kilograms (kg) using the conversion factor of 0.4536 kg/lb (2.2046 lb/kg) and kilograms (kg) converted into tonnes by dividing by 1000. All Incentive claim forms are to be completed in tonnes to the thousandth decimal place (e.g. 0.123). Incentive claim forms and further direction on how to complete Incentive claim forms are available upon request.
- 6.4 Incentives may only be claimed by Registered Processors that are in compliance with the objects of the Authority, its Bylaws, guidelines, policies, procedures and protocols and the provisions of all laws, regulations, codes and other requirements, including, without limitation, all applicable Environmental Laws, health, safety and fire codes, regulations, legislation and requirements.
- 6.5 Notwithstanding any other provision of this Program, if a Registered Processor applies for an Incentive for an activity which involves the transportation of Scrap Tires or the supply of Scrap Tire Material to a Non-Arm's Length party the Authority may, in its discretion, impose additional terms and conditions on the approval of the Incentive including, but not limited to, terms and conditions related to reporting requirements, level of funding, term of approval, and the maximum amount of Scrap Tires or Scrap Tire Material (as the case may be) for which the

- Incentive can be claimed. Prior to the approval of the Incentive the Registered Processor (as the case may be) must acknowledge and agree to be bound by any additional terms and conditions required by the Authority and, if requested by the Authority, enter into an agreement with the Authority setting out the additional terms and conditions of the Incentive approval.
- 6.6 Incentives shall not be claimed, and shall not be paid by the Authority, in respect of any materials that are directed to landfill.
- 6.7 To ensure the objectives of the Program are met, Incentives are only paid when all requirements of the Program have been satisfied.
- 6.8 Incentives payable under this Program shall be Processing Incentives and Transportation Incentives.
- 6.9 Incentives are made under this Program to Registered Processors who engage in activities that fully meet the terms and requirements of the Program. Incentives are provided to reduce the expenses of Registered Processors in carrying out recycling activities pursuant to the terms of the Program.
- 6.10 Any funds payable under the Program shall be used exclusively by Registered Processors for the purpose it was paid under the Program in accordance with the Program requirements.
- 6.11 Use of funds for any purpose other than that described in the Program creates a right in the Authority to immediately terminate Incentive payments or registration under this Program, and a right to immediate return from a Registered Processor of any amounts so paid, and may void the possibility of any future or further payments of Incentives to Registered Processors in the sole discretion of the Authority.
- 6.12 All funds advanced in respect of work not yet complete or prior to meeting all the terms of the Program, are deemed to be held in trust by Registered Processors until the Authority has acknowledged in writing to the Registered Processor that the work has been completed in accordance with the terms of the Program.
- 6.13 Notwithstanding section 6.12, no funds will be advanced in respect of work not yet complete or prior to meeting all the terms of the Program for Registered Processors conducting such work outside of Alberta.
- 6.14 The Authority's role under the Program is strictly limited to providing the Incentives and not for any work undertaken by any Registered Processor.
- 7. PROCESSING INCENTIVES**
- 7.1 Processing Incentives are payable to Registered Processors at the rates and on the terms set out in Schedules "C", "D", and "E" attached hereto.
- 7.2 Registered Processors must receive prior approval from the Authority for any proposed changes to the processing and/or reporting methods of the Registered Processor which were previously approved by the Authority (as set out in the information provided by the Registered Processor as part of their application package or in any subsequent changes that were previously approved by the Authority). The Registered Processor must advise the Authority of any proposed changes in writing.

8. TRANSPORTATION INCENTIVES

8.1 Transportation Incentives are payable at the rates and on the terms set out in Schedule “B”.

9. APPROVAL REVIEW AND PAYMENT

9.1 Registered Processors must apply for payment of Incentives from the Authority in accordance with the terms of the Program. Applications for Incentives are due on the dates specified in the Accounts Payable Schedule attached as Schedule “H” herein or such other dates as may be specified by the Authority from time to time. There is no obligation on the Authority to pay Incentives until such time as a proper request for payment has been approved by the Authority.

9.2 Registered Processors acknowledge that no payment of Incentives will be made until such time as a complete and accurate claim for payment has been accepted by the Authority. All original receipts and/or invoices as required by the Authority must accompany all applications for Incentives. Each claim for payment must include a summary of the data supporting the Incentive claim in digital spreadsheet format. The Authority may require, and the Registered Processor shall provide, verification of any information contained in the application for Incentives prior to the Authority approving payment.

9.3 The Authority’s approval or acceptance of the application for Incentives shall address:

- a) the total maximum Incentives payable;
- b) the timing, or a schedule of Incentive payments;
- c) the terms and conditions of Incentive payments;
- d) additional terms and conditions on the use or payment of the Incentives;
- e) any other specific conditions or accountability requirement that are necessary to carry out the activities of the Registered Processor, including audit procedures and reporting requirements; and
- f) any other terms and conditions reasonably required by Authority, given the purpose and intent of the Program.

9.4 Any payment made by the Authority where there is a false certificate by a Registered Processor, or false or misleading information provided by the Registered Processor, shall be considered to have been paid in error and any such payment is held in trust by the Registered Processor for the sole and exclusive benefit of the Authority. Such payments or funds shall be returned forthwith to the Authority upon either the Authority or the Registered Processor’s discovery of the error.

9.5 Incentives are only payable for transportation of Scrap Tires and processing of Scrap Tire Materials:

- a) where Scrap Tires are generated in Alberta (for clarity, Scrap Tires brought into Alberta are ineligible); or
- b) where Scrap Tire Material is exported from Canada for recycling, it is exported only to facilities that have a documented commitment to environmentally sound management and fair labour practices and that have been approved by the Authority; or
- c) where Scrap Tires or Scrap Tire Material are provided to a Registered Processor in

Alberta, British Columbia Saskatchewan, or Manitoba that is registered to carry on business in Alberta.

10. RESTRICTION ON PROGRAM PAYMENTS

- 10.1 All Incentive payments made under the Program are made in the sole discretion of the Authority and in accordance with this Program. The Authority may suspend, withhold, delay or reduce any particular Incentive payment to a Registered Processor in any of the following circumstances:
- a) the Registered Processor has not been able to demonstrate the Scrap Tire Material has been satisfactorily utilized or recycled or processed as required by the Program;
 - b) the Registered Processor's processes, premises, equipment, or procedures are unsafe or are potentially unsafe, in the discretion of the Authority;
 - c) the Registered Processor is in breach of, or otherwise fails to perform, for any reason whatsoever, any term, condition or provision of the Program, Bylaws, policies, rules or procedures of the Authority, or any contract or agreement between the Registered Processor and the Authority;
 - d) there is an unsatisfactory environmental audit, health and safety audit, or deficiencies arising from a Program compliance review or site inspection;
 - e) the Registered Processor is in breach of, or is not able to verify conformance to, applicable laws, orders, directives, codes or regulations and the Registered Processor Compliance Requirements as set out in Schedule "F"; or
 - f) the Registered Processor is not able to verify the Scrap Tires are eligible in accordance with the Program, or the Registered Processor is not able to verify the Scrap Tire Material or end products are otherwise derived from the required proportion of Scrap Tire Material.
- 10.2 The Authority's approval of a request for Incentives shall be limited to availability of funds for the Program generally.
- 10.3 No Incentive payment shall be approved by the Authority that is in excess of the maximum Incentives set out in the Schedules hereto for the particular category of Scrap Tire or Scrap Tire Material for the collection, transportation or processing activities described in the Schedules.
- 10.4 The Authority may from time to time set a maximum amount payable under this Program and is not required to approve a proposal or project or make any payment that exceeds the maximum set by the Authority. The Authority may, in its sole discretion, delay, suspend, withhold or cease (collectively referred to as "Delay") any or all Incentive payments as a result of funding restrictions or for any other reason whatsoever. Should a Delay occur, the Authority will use reasonable efforts to provide reasonable notice to the Registered Processor of the Delay in the making of Incentive payments. Registered Processors will notify the Authority in writing immediately upon becoming aware of a month over month change in excess of 25% of the Registered Processor's average monthly Incentive claim.
- 10.5 The Registered Processor hereby acknowledges and agrees that any payment requests, funds, Incentives, payments, or advances paid under this Program are paid subject to verification of

any information requested by the Authority, and subject to all required information being correct and sufficient for the purposes of the Authority.

- 10.6 Where an application for Incentives is made by a corporation, company, partnership, joint venture, organization, or person affiliated with or related to any previously approved Registered Processor, the Authority may, in its discretion, refuse approval of such application where, in the opinion of the Authority, a purpose of the application is to obtain Incentives or Program support that would not otherwise be available to the related approved.
- 10.7 The Authority is not obliged to pay Incentives where the Registered Processor has exceeded the amount or volume of Scrap Tire or Scrap Tire Material allowed on or around the Registered Processor's premises as set forth by the Authority.

11. COMPLIANCE

- 11.1 By applying for Incentives under the Program, Registered Processors agree to be bound by all applicable Authority Bylaws, programs, policies, and procedures.
- 11.2 Registered Processors acknowledge the Authority's authority to create Bylaws, policies and procedures that may affect Registered Processors and the Program. Registered Processors agree to be bound by all applicable Bylaws, programs, policies and procedures hereafter adopted by the Authority.
- 11.3 Unless specifically waived by the Authority, Registered Processors shall comply with the Workers' Compensation Act of Alberta, or the equivalent legislation in British Columbia Saskatchewan, or Manitoba, as applicable to the jurisdiction where the Registered Processor is carrying on its operations, and shall, upon request by the Authority, deliver to the Authority a certification from the corresponding Workers' Compensation Board in that jurisdiction certifying that:
- a) the Registered Processor is registered and in good standing with the applicable Workers' Compensation Board; or
 - b) the Registered Processor is not required by the applicable Workers' Compensation Act or legislation and the regulations under such legislation to have coverage thereunder for the work; and
 - c) the Authority will not have current or future liability to the applicable Workers' Compensation Board for that work of the Registered Processor as a consequence of these terms and conditions.
- 11.4 Each Registered Processor agrees and acknowledges for itself that:
- a) it is an "employer" as defined in the *Occupational Health and Safety Acts* of Alberta or Saskatchewan, the *Workplace Safety and Health Act* of Manitoba, or Part 3 of *Workers' Compensation Act* of British Columbia, as applicable to the jurisdiction or jurisdictions where it is carrying on business;
 - b) it has overall responsibility for the health and safety of all of its workers;
 - c) that it will, as a condition of these terms and conditions, comply with the *Occupational Health and Safety Acts* of Alberta or Saskatchewan, the *Workplace Safety and Health Act* of Manitoba or Part 3 of *Workers' Compensation Act* of British Columbia, as applicable, and regulations enacted thereunder; and

- d) the Authority is not an “employer” or “owner” as defined in the Occupational Health and Safety Acts of Alberta or Saskatchewan, the Workplace Safety and Health Act of Manitoba, or Part 3 of Workers’ Compensation Act of British Columbia, as applicable to the jurisdiction or jurisdictions where it is carrying on business, in respect of any activity that may be undertaken in direct or indirect connection with this Program, and the Authority is not responsible for health and safety on a Registered Processor’s site.
- 11.5 Each Registered Processor agrees to remain in compliance with all relevant laws, regulations, municipal bylaws, codes and other requirements, including, without limitation, all applicable Environmental Laws, health, safety and fire codes, regulations, legislation and requirements, and understands that the Authority may suspend or cancel funding under this Program if the Registered Processor is not fully compliant.
- 11.6 A Registered Processor shall promptly advise the Authority in writing and, in any event, within a recommended eight (8) hours and no later than twenty-four (24) hours, of:
- a) any breach of any part of the Program;
 - b) any reasonable belief on the part of the Registered Processor that it is not in compliance with any aspect of the Program or any Environmental Laws;
 - c) any change to the processing methods used to process Scrap Tires or Scrap Tire Material; or
 - d) any municipal, provincial or federal government department, agency or authority commencing an investigation, or issuing an order, notice, amendment, charge, violation, ticket or other document with respect to non-compliance with any applicable Environmental Law or requirement.

12. NO LIABILITY

- 12.1 The Authority shall not be liable for any loss, damage, claim, liability, charge, cost or expense whatsoever that may arise, directly or indirectly, as a result of:
- a) any payment or non-payment by the Authority;
 - b) registration or non-registration of an Applicant;
 - c) non-acceptance of a claim for an Incentive by the Authority; and/or
 - d) any causes attributable to Registered Processors, Manufacturers or Generators in relation to any Scrap Tires or Scrap Tire Material including, without limitation, the collection, storage, transportation, processing, sale or supply, or use thereof.
- 12.2 The Authority does not direct, prohibit, discourage, or encourage any particular method or manner of generation, storage, transportation, processing or use of Scrap Tires or Scrap Tire Material. The Authority’s role under this Program is restricted to determining whether Incentives are payable under this Program. The Authority does not own or control any Registered Processor, Manufacturer, or Generator.
- 12.3 While the Authority does not generally prohibit the export of Scrap Tire Material from Alberta, the Authority neither encourages nor discourages such export. Where such export is contemplated, any references to laws, legislation, or regulations in this Program shall be construed to refer to the laws, legislation or regulation of any applicable jurisdiction.

12.4 All matters of administration of, and accountability for any work conducted pursuant to this Program shall be the sole responsibility of the Registered Processor.

13. INDEMNITY

13.1 In consideration of receiving Incentives under this Program, each Registered Processor is and shall be liable for, and does hereby release, indemnify and hold harmless the Authority, the Authority's employees, officers, directors, members, agents, contractors and subcontractors of, from and against any and all liabilities, losses, costs, damages, solicitor's fees and disbursements (on a solicitor-and-his-own-client basis with right of full indemnity), claims, demands, actions, obligations, proceedings, and expenses or costs whatsoever that may arise, directly or indirectly:

- a) that are attributable to the negligence, misconduct or any act or omission of the Registered Processor, its employees, agents, contractors or sub-contractors, in connection with the execution or delivery of the work under the Program or any matter relating to Scrap Tires or Scrap Tire Material or end products;
- b) in respect of the use or misuse of any Scrap Tires, Scrap Tire Material or end products, whether or not such Scrap Tires, Scrap Tire Material or end products are eligible for Incentives under this Program;
- c) attributable to the failure of the Registered Processor or the Registered Processor's employees, agents, contractors, or sub-contractors, to comply with any laws, rules, regulations, ordinances, standards, bylaws, orders, certificates, permits, approvals, guidelines, policies, consents or directions in any way connected with Scrap Tires, Scrap Tire Material, end products, or the Program;
- d) attributable to any injury, harm, damage, impairment or death arising out of the use or misuse of Scrap Tires, Scrap Tire Material or end products, to any person whatsoever, including without limitation, any of the Registered Processor's employees, agents, contractors, sub-contractors, or any licensees or invitees, or any person for whom they are responsible at law;
- e) attributable to any environmental damages, contamination, order, direction, claim, reclamation, or cleanup effort in relation to the Registered Processor's land, premises, business or activities;
- f) arising out of the death or bodily injury of any agent, employee, customer, business invitee or business visitor of the Registered Processor;
- g) arising out of the damage, loss or destruction of any real or personal property owned or leased by the Registered Processor;
- h) arising out of the violation by the Registered Processor of any laws, legislation or regulations;
- i) arising out of any error, act or omission, or conduct or misconduct (whether negligent or otherwise) which is in breach of this Program by the Registered Processor;
- j) arising out of any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any Registered Processor pursuant to or under Environmental Laws;

- k) arising out of any release or alleged or potential release of any hazardous substance, or contaminant into the environment; and/or
 - l) arising out of any infringement of any patent, trade mark, trade secret or copyright registered or recognized in North America.
- 13.2 The release and indemnification set out in this section 13 shall survive termination or expiry of these terms and conditions or registration under the Program.
- 13.3 The Authority shall not be liable or responsible for, and the Registered Processor shall release the Authority from any liability in respect of, any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by a Registered Processor, its employees, agents, contractors or sub-contractors, any licensees or invitees, or any person for whom the Registered Processor is responsible for at law:
- a) in the performance of any work performed under the Program or these terms and conditions;
 - b) by the use or misuse of any Scrap Tire Material or end products, whether or not or not such end products are eligible for Incentives under this Program; and/or
 - c) in respect of any matter or circumstance for which the Authority is indemnified, under this section 13.

14. INSURANCE

- 14.1 The Authority may require a Registered Processor to provide proof of adequate liability, "all risk", and appropriate environmental insurance, which insurance shall be maintained by the Registered Processor at its own cost and expense.
- 14.2 For the purposes of this Program and section 14.1, above, Registered Processors shall maintain, at their own expense, comprehensive general liability insurance covering the Registered Processor, its officers, servants, agents, subcontractors and employees for any claim for damage or injury to persons or for loss of life including products liability, liability assumed under this Program, any agreement or document contemplated hereby, or liability arising in the course of the Registered Processor's business, with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive of any one loss.
- 14.3 Each Registered Processors shall maintain, at its own expense, pollution legal liability insurance with limits of not less than One Million (\$1,000,000.00) Dollars, unless: (i) the Registered Processor provides an independent third party assessment indicating that such insurance is not required; and (ii) the Authority determines, in its sole discretion, that such insurance is not required. Such insurance shall contain environmental liability coverage or an environmental damage endorsement.
- 14.4 Registered Processors shall maintain, at their own expense, automobile liability insurance on all vehicles owned, operated, contracted by or licensed in the name of the Registered Processor and used in carrying out the obligations under this Agreement with limits of not less than Two Million (\$2,000,000) Dollars.

15. REMEDIES

- 15.1 The Authority reserves all rights and remedies provided to it under law that may be in addition

to any terms contained herein.

- 15.2 In the event that a Registered Processor is in breach of, or otherwise fails to perform, for any reason whatsoever, any term, condition or provision of the Program, Bylaws, policies, procedures, or rules of the Authority or any contract or agreement between the Registered Processor and the Authority, the Authority may, in its sole discretion, do one or more of the following in addition to any other rights it may have at law or otherwise:
- a) terminate any and all agreements with the Registered Processor;
 - b) suspend, withhold, delay or reduce any Incentive payment to the Registered Processor;
 - c) demand, and be entitled to receive, from the Registered Processor any and all paid, disbursed and undisbursed Incentives advanced by the Authority;
 - d) suspend or revoke approval or registration at any time; and/or
 - e) commence any action or take any steps that the Authority may consider just or appropriate in the circumstances.
- 15.3 In the event of the appointment of a receiver over the assets and affairs of a Registered Processor, the Authority may allow, in its sole discretion, the receiver to carry out the terms of an approval for an Incentive under the Program prior to receivership, provided always the receiver be obligated to the same extent and in the same manner as the Registered Processor. Further, the Authority may, in its sole discretion, allow the Authority's funds to be utilized by the receiver of a Registered Processor in a manner that is in accordance with the Bylaws, rules and policies of the Authority, as well as any applicable agreement, all as if the receiver were the original Applicant for the funds.
- 15.4 The Program in its entirety shall be governed by the laws of the Province of Alberta. Registered Processors attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

16. RECORDS

- 16.1 The Authority maintains the right to require further or more complete information from any Registered Processor claiming an Incentive under the Program or from an Applicant applying for registration under the Program.
- 16.2 Registered Processors shall maintain all records relating to the Program for five years. All such records shall be made available to the Authority upon the request of the Authority.
- 16.3 Without limiting the generality of the forgoing, Registered Processors shall provide reports of volumes of Scrap Tire Material recycled, processed, disposed of and collected, at least annually to the Authority, in a form acceptable to the Authority.

17. REPORTING AND AUDIT REQUIREMENTS

- 17.1 Registered Processor shall provide all information the Authority requests relating to the Program, Incentives, Scrap Tires, Scrap Tire Material, or any other related matter or request for an Incentive, both before and after approval and this provision shall be a requirement of the approval or payment of Incentives.
- 17.2 Without limiting the generality of the foregoing, the Authority or its agent may request and shall

receive from any Registered Processor:

- a) a report including a statement of income and expenses and a statement of financial position for the time period requested by the Authority (the “Financial Report”), together with an “attest statement” signed by the Chief Financial Officer of the Registered Processor or, if the Registered Processor does not have a Chief Financial Officer, the key financial decision maker of the Registered Processor, attesting that all information in the Financial Report is complete and accurate. A template for the Financial Report will be provided by the Authority to the Registered Processor for the purposes of the Financial Report and attest statement. The Registered Processor will also provide a copy of the Registered Processor’s GIFI (General Index of Financial Information) filed with the Canada Revenue Agency for the time period of the Financial Report requested by Alberta Recycling and Alberta Recycling will verify that the Financial Report received is in agreement with the reported GIFI;
- b) an audit report provided by an independent, qualified accountant;
- c) complete and prompt responses to any financial or compliance audit inquiries or requests by the Authority or its agent;
- d) financial reports detailing costs for each category of Scrap Tire Material processed;
- e) the submission of technical reports in respect of processing of Scrap Tire Material;
- f) the submission of technical reports for total volumes of Scrap Tire Material collected and processed annually;
- g) an annual scale certification and/or calibration report provided by an independent, qualified inspector;
- h) an annual fire inspection report that shows the Registered Processor is in compliance with all relevant laws, regulations, municipal bylaws, codes and other requirements;
- i) the submission of reports on a monthly basis for total volumes of Scrap Tire Material sent to a landfill;
- j) receipts, invoices, accounts or other documents relating to any part of Scrap Tire and Scrap Tire Material processing, including tire collection forms, scale tickets, proof of delivery of product, and other such required or requested documentation;
- k) a certificate of an individual Registered Processor, or an officer or principal of a Registered Processor, certifying all accounts with Suppliers are current and paid; and
- l) any other reasonable information relating to applications for Incentives or any matter that relates to this Program or procedure of the Authority.

17.3 The Authority or its agent reserves the right at all times to conduct audits, site inspections or reviews of the books and records of all Applicants and Registered Processors as it may relate to the Program, Incentives, Scrap Tires, Scrap Tire Material, or any other related matter.

18. TERMINATION

18.1 The Authority may, in the Authority’s sole discretion and upon written notice to the Registered Processor, suspend, withhold, delay or reduce any Incentive payment, and suspend or revoke

- registration under the Program in accordance with the terms of the Program. The Authority may lift such suspension, withholding, delay or reduction of Incentive payments or suspension or revocation of a Registered Processor's registration at any time in the Authority's sole discretion.
- 18.2 The Authority may cease funding to a Registered Processor without cause by giving six (6) months' notice to the Registered Processor, and, upon termination, the Registered Processor is entitled to be compensated in accordance with the terms of this Program such that any amounts due under this Program up to the effective date of the termination will remain payable to the Registered Processor.
- 18.3 A Registered Processor's participation in the Program may be terminated by mutual consent of the parties evidenced in writing.
- 18.4 Upon termination of its participation in the Program, a Registered Processor must provide the Authority with a detailed accounting of the work completed under the Program up to the termination date.
- 18.5 In the event that the Registered Processor suffers any damages of any kind whatsoever resulting from termination under this Program, the only claim of any kind that the Registered Processor may make against the Authority is for liquidated damages in the sum of one (\$1.00) Dollar.
- 18.6 In the event that the Program is terminated for any reason whatsoever, the unexpended funds allocated to the Program remain the exclusive property of the Authority and if held by the Registered Processor, must be returned forthwith to the Authority.

SCHEDULE “A” TO SCRAP TIRE INCENTIVE PROGRAM REQUIREMENTS

TIRES ELIGIBLE FOR INCENTIVES UNDER THE PROGRAM

Subject to the terms and conditions of this Program, the following tires are specifically eligible for payment of Incentives:

CATEGORY OF ELIGIBLE TIRES	ADDITIONAL DETAIL FOR TIRE CATEGORY
1. Passenger, Light Truck Tires (PLTT)	This category includes but is not limited to: <ul style="list-style-type: none"> • Passenger & Light Truck tires designed for use on passenger cars, light trucks and multipurpose passenger vehicles including sport and crossover utility vehicles (SUVs & CUVs), RV tires under 19.5 inches (50cm) • Trailer tires with a rim diameter under 19.5 inches (50cm) including but not limited to boat, utility, cargo, livestock, flatbed, recreation/travel • Motorcycle (both on and off road), motorized scooter (does not include motorized mobility aids), sidecar, other personal transportation vehicles • Bicycle tires • Recapped and Retreaded included
2. Medium Truck Tires (MTT)	This category includes tires with rim sizes ranging from greater than a rim diameter of 19.5 inches (50cm) including but not limited to tires designed for use on: <ul style="list-style-type: none"> • Highway Tractor Trucks, Commercial Truck, Bus • RV & Trailer tires over 19.5 inches (50cm) • Recapped or Retreaded included
3. Off the Road Tires (OTR)	This category includes the OTR (off-the-road) Tires with rim diameter under 39 inches (99.cm) , including but not limited to <ul style="list-style-type: none"> • Construction, Mining, Earthmover, Haulage, Dozer, Grader, Mobile Crane, Compactor, Front End Loader, and Forestry Skidder. • Agricultural Tires • All-Terrain Vehicle (ATV) • Forklift, Skid Steer, Mini-Loader

SCHEDULE “B” TO SCRAP TIRE INCENTIVE PROGRAM REQUIREMENTS

TRANSPORTATION INCENTIVE

1. Program Identification

Incentive Program: Pickup and delivery of Scrap Tires to a Registered Processor’s facility (“Transportation”)

2. Eligible Applicant

To be eligible under this Program, the Applicant must be a Registered Processor who transports Scrap Tires from a location which is not a Registered Processor’s site or facility to a Processing Site of a Registered Processor.

3. Eligible Activities

Eligible Processors must be processing tires on an ongoing basis and receiving Processing Incentive payments.

The end use must not be in contravention of the purposes of the Authority, its programs, objects, Bylaws, procedures, policies or protocols.

4. Eligible Expenses

Incentive Payments are based on zones as set out in the transportation map appended to this Schedule “B”. The expenses of the Registered Processor in carrying out the Eligible Activities are intended to be a partial reimbursement for the expenses incurred. Therefore, Registered Processors shall make expense information available to the Authority, as requested.

5. Level of Funding

The level of funding may be adjusted from time to time by the Authority having regard to expenses of Registered Processors generally and contingent on the Authority’s budget.

The level of funding for Transportation is based on the zones where the Transportation originates, as identified on the map appended to this Schedule “B”. The level of funding for pick up and Transportation to a Registered Processor in each of the zones is:

Zone 1	Within a 100 km radius around the Calgary - Edmonton corridor.		\$55/tonne
Zone 2	For all areas of the province outside Zone 1 and Zone 3		\$115/tonne
Zone 3	Within the northern zone, delineated by the northern boundary of Township line 70		\$180/tonne
Tire Reload Zone	The Tire Reload Zone only includes Scrap Tires collected within the City of Airdrie corporate boundaries and south of the southern boundary of Township line 27. Collection from landfills, transfer stations and tire marshalling yards within the Tire Reload Zone are not eligible for Tire Reload Zone Transportation Incentives. Transportation Incentive rates for the Tire Reload Zone are as listed below:		
	Shipped to Legal \$41.00/tonne		Shipped to Edmonton \$36.00/tonne

6. Other Terms

- a) All Registered Processors must provide legible documentation relating to the collection of Scrap Tires, as well as original copies of tire collection forms in the form supplied and/or specified by the Authority from time to time, cross referenced with the scale ticket number and, original signed electronic scale tickets, where applicable, as may be required by the Authority.
- b) The Registered Processor shall provide, without expense to the Authority, all information and records relative to volumes, expenses and any matter relevant to a request for Incentive payments under this Program, as may be required by the Authority from time to time.
- c) Incentive payments may be claimed by a Registered Processor after delivery of Scrap Tires to the Registered Processor's facility.

**TRANSPORTATION INCENTIVE ZONES
(ILLUSTRATIVE MAP)**



The Transportation Incentive Zone map is for illustration purposes only.

Please refer to the Registered Tire Collection Site Listing for accurate zone details. The Registered Collection Site Listing will be emailed to the Registered Processors periodically as it is updated with new site registrations. Contact the Tire Program Administrator if a copy is needed.

SCHEDULE "C" TO SCRAP TIRE INCENTIVE PROGRAM REQUIREMENTS

PROCESSING INCENTIVES - TIRE-DERIVED AGGREGATE (TDA)

1. Program Identification

Incentive Program: TDA

2. Eligible Applicant

To be eligible under this Program, the Applicant must:

- a) be a Registered Processor who supplies Scrap Tire Material in the form of TDA to a party approved by the Authority;
- b) be producing TDA on an ongoing basis; and
- c) be producing a minimum of 500 tonnes of TDA annually.

3. Eligible Activities

The end use must not be in contravention of the purposes of the Authority, its programs, objects, Bylaws, procedures, policies or protocols.

4. Eligible Expenses

Incentive payments are based on the volume of TDA in accordance with the level of funding in section 5, below. Incentive payments are intended to provide partial reimbursement of the expenses incurred by the Registered Processor in carrying out the Eligible Activities. Therefore, Registered Processors shall make expense information available to the Authority, as requested.

5. Level of Funding

The level of funding may be adjusted from time to time by the Authority having regard to expenses of Registered Processors generally and contingent on the Authority's budget.

The levels of funding for the various categories of TDA processed from Scrap Tires and supplied to a party for uses approved by the Authority are set out in the following table:

Processed Material	Size	Incentive Rate (per tonne)	Material Specifications for TDA
PLTT TDA	Nominal 6" * (15.24 cm)	\$155.00	(a) free from contamination of foreign matter including rocks, loose steel, fibre or other debris (b) no exposed wire greater than 1" (2.54 cm).
MTT TDA	Nominal 6" (15.24 cm)	\$155.00	
OTR TDA	Nominal 6" (15.24 cm)	\$155.00	(a) free from contamination of foreign matter including rocks, loose steel, fibre or other debris (b) no exposed wire greater than 1" (2.54 cm) (c) OTR are derived from large agriculture, construction, mining, forestry and other tires not intended for use on highway vehicles and have a rim size of less than 39" (99.06 cm)

*Nominal 6" (15.24 cm) means at least one dimension must be 6" (15.24 cm) or less

6. Other Terms

- a) All Registered Processors must provide legible documentation relating to the receipt of TDA by the party to whom it was delivered for an approved use, as well as documentation relating to TDA delivery, including but not limited to, copies of proof of sale or delivery of the product, and a confirmation of acceptance signed by the receiving party. An original signed electronic scale ticket is also required if requested by the Authority.
- b) The Registered Processor shall provide without expense to the Authority, all information and records relative to volumes, expenses and any matter relevant to a request for Incentive payments under this Program as may be required by the Authority from time to time.
- c) Incentive payments shall not exceed expenses of a Registered Processor in any event.

SCHEDULE "D" TO SCRAP TIRE INCENTIVE PROGRAM REQUIREMENTS

PROCESSING INCENTIVE - MULCH

1. Program Identification

Incentive Program: Mulch

2. Eligible Applicant

To be eligible under this Program:

- a) the Applicant must be a Registered Processor who supplies Scrap Tire Material in the form of Mulch to a party approved by the Authority; and
- b) the Registered Processor must be able to demonstrate to the Authority their ability to meet the specifications set out in section 5, below.

3. Eligible Activities

The end use must not be in contravention of the purposes of the Authority, its programs, objects, Bylaws, procedures, policies, or protocols.

4. Eligible Expenses

Incentive payments are based on the volume of Mulch as per level of funding in section 5, below. Incentive payments are intended to provide partial reimbursement of the expenses incurred by the Registered Processor in carrying out the Eligible Activities. Therefore, Registered Processors shall make expense information available to the Authority, as requested.

5. Level of Funding

The level of funding may be adjusted from time to time by the Authority having regard to expenses of Registered Processors generally and contingent on the Authority's budget.

The level of funding for Mulch sold to a party for uses approved by the Authority is:

Processed Material	Size	Incentive Rate (per tonne)	Material Specifications for Mulch
Mulch (PLTT or MTT only)	up to 2" (5.08cm)	\$275.00	Must be completely free of wire

6. Other Terms

- a) All Registered Processors must provide legible documentation relating to the receipt of Mulch by the party to whom it was delivered for an approved use, as well as documentation relating to Mulch delivery including but not limited to, copies of proof of sale or delivery of the product, and a confirmation of acceptance signed by the receiving party. An original, signed electronic scale ticket for the load indicating the date, weight and type of product is also required.
- b) The Registered Processor shall provide without expense to the Authority, all information and records relative to volumes, expenses and any matter relevant to a request for Incentive payments under this Program as may be required by the Authority from time to time.
- c) Incentive payments shall not exceed expenses of a Registered Processor in any event.

SCHEDULE “E” TO SCRAP TIRE INCENTIVE PROGRAM REQUIREMENTS

PROCESSING INCENTIVE - CRUMB

1. Program Identification

Incentive Program: Crumb

2. Eligible Applicant

To be eligible under this Program, the Applicant must:

- a) be manufacturing Crumb on an ongoing basis; and
- b) be a Registered Processor making sales on an ongoing basis of processed Scrap Tire Material in the form of Crumb.
- c) be utilizing a minimum of 500 tonnes of Tire-Derived Aggregate annually.

3. Eligible Activities

The end use must not be in contravention of the purposes of the Authority, its programs, objects, Bylaws, procedures, policies or protocols.

4. Eligible Expenses

Incentive payments are based on the volume of Crumb as per level of funding in section 5, below. Incentive payments are intended to provide partial reimbursement of the expenses incurred by the Registered Processor in carrying out the Eligible Activities. Therefore, Registered Processors shall make expense information available to the Authority, as requested.

5. Level of Funding

The level of funding may be adjusted from time to time by the Authority having regard to expenses of Registered Processors generally and contingent on the Authority’s budget.

The level of funding for Crumb sold to a party for uses approved by the Authority is:

Processed Material	Maximum Size	Incentive Rate (per tonne)		Material Specifications for Crumb
		Sold to AB End User	Sold Outside AB	
PLTT Crumb	up to 3/8” (0.95 cm)	\$390.00	\$360.00	Must be completely free of wire
MTT Crumb	up to 3/8” (0.95 cm)	\$440.00	\$410.00	Must be completely free of wire

6. Other Terms

- a) All Registered Processors must provide legible documentation relating to the receipt of crumb by the party to whom it was delivered for an approved use, as well as documentation relating to Crumb delivery, including but not limited to, copies of proof of sale or delivery of the product, and a confirmation of acceptance signed by the receiving party. An original, signed electronic scale ticket for the load indicating the date, weight and type of product is also required.
- b) The Registered Processor shall provide without expense to the Authority, all information and records relative to volumes, expenses and any matter relevant to a request for Incentive payments under this Program as may be required by the Authority from time to time.
- c) Incentive payments shall not exceed expenses of a Registered Processor in any event

SCHEDULE "F" TO SCRAP TIRE INCENTIVE PROGRAM REQUIREMENTS

REGISTERED PROCESSOR COMPLIANCE REQUIREMENTS

These compliance requirements outline the Authority's requirements for Registered Processors processing collected Scrap Tires. All Registered Processors must meet these compliance requirements in order to be registered as a Registered Processor under the Program.

Requirements for Compliance of Registered Processors

All Registered Processors and all sub-contractors used by a Registered Processor must assure that all Scrap Tires are processed in an environmentally sound manner at facilities that are licensed by all appropriate governing authorities.

All Registered Processors must continually seek to reduce costs, improve services, ensure regulatory compliance, exceed industry standards and achieve the highest environmental outcomes in respect to Scrap Tire Materials.

All Registered Processors must have both the ability and the capacity to ensure that Scrap Tires are processed to an approved Scrap Tire Material, and must accept full responsibility for Scrap Tires once they come into their possession and until they leave their possession as an approved Scrap Tire Material.

All Registered Processors must provide objective evidence that the following requirements have been satisfied:

1. Environmental Management

All Registered Processors shall:

- 1.1 Possess and maintain, and provide to the Authority upon request, a documented Environmental Management System to ensure adequate control over the Registered Processor's impact on the environment.
- 1.2 Identify and comply with all applicable Environmental Laws and disclose any related legal infractions within five years from the date of application.
- 1.3 Possess and adhere to all applicable provincial waste and air emissions permits or certifications, and have processes in place to ensure continued compliance to the requirements of such authorization(s).
- 1.4 Implement and maintain a documented procedure for responding to and reporting pollutant spills and emergency situations, including a plan to mitigate any environmental damage caused;
- 1.5 Report monthly on the total tonnage of all program materials entering the waste stream.

2. Occupational Health and Safety

All Registered Processors shall:

- 2.1 Identify and comply with all applicable health and safety regulations (federal, provincial/state, municipal, and industry standards) and disclose any legal infractions within five years from the date of application;
- 2.2 Possess current workers' compensation coverage as per section 11.4 of the Program; and
- 2.3 Ensure occupational health and safety of employees working at the facility by:
 - a) providing continual health and safety training of personnel;
 - b) making available and enforcing the use of personal protective equipment;
 - c) labeling of all hazardous materials;
 - d) safeguarding of dangerous mechanical processes; and
 - e) protecting personal information and data.

3. Operations

All Registered Processors shall:

- 3.1 Maintain a monitoring program to track key processes, compliance with applicable legislation, and any emissions or effluents being generated Maintain a monitoring program to track key processes, compliance with applicable legislation, and any emissions or effluents being generated;
- 3.2 Maintain all records for a period of five years, including manifests, bills of lading, scale tickets and chain of custody in respect of all materials destined for downstream markets;
- 3.3 Maximize Scrap Tire recycling and ensure Scrap Tire Material is not directed to landfill;
- 3.4 Accept and process all collected eligible Scrap Tires regardless of value;
- 3.5 Ensure that prison labour is not used in the recycling of Scrap Tires;
- 3.6 Ensure that any material stored is done so in a secure and environmentally safe fashion and in compliance with all applicable legislation;
- 3.7 Ensure that scale tickets are automatically printed from the scale reading and that tickets are legible and not manually altered;
- 3.8 Submit an annual scale calibration provided by an independent, qualified inspector;
- 3.9 Provide prompt written notice to the Authority and, in any event, within a recommended eight (8) hours and no later than twenty four (24) hours of any incident that is reportable to any

government, regulatory or other authority or under any contract (e.g. Alberta Environment and Parks, Fire Department, EMS/ambulance);

3.10 Provide the Authority or its agent with access to their facility to conduct scheduled or unannounced visits and inspections (including the taking of photographs) of the recycling process, inventory, or general site for the Authority's internal purposes.

3.11 Inform the Authority of personnel changes to management and other personnel regularly in contact with the Authority, and inform the Authority of any changes to accounts payable information within five (5) business days of such changes being made.

4. Transportation

All Registered Processors who transport Scrap Tires to processing facilities shall:

4.1 Ensure that they are fully licensed and insured and maintain records of such transportation insurance and permits as are reasonably required and make them available at the request of the Authority on an annual basis as required.

SCHEDULE "G" TO SCRAP TIRE INCENTIVE PROGRAM REQUIREMENTS

TERMS AND CONDITIONS SECURITY

1. Security Required

- 1.1. Where an Applicant applies for registration as a Registered Processor, as a condition to registration, the Authority may require the Applicant to provide Security before any Eligible Activities for the processing of Scrap Tires into Tire- Derived Aggregate, Mulch, or Crumb commences.

2. Amount of Security

- 2.1. For the purpose of this Schedule "G", security shall be the greater of: (i) \$50,000; or (ii) the amount which the management of the Authority deems necessary for cleanup of the Processor's Alberta site(s) based on the Closure Plan of the Registered Processor as required under section 5.10 of the Program.
- 2.2. Each Registered Processor's security requirement shall be reviewed annually, and shall be based on the average verified whole tire monthly inventory of the previous fiscal year by the Authority, at which time it may be adjusted in accordance with this Schedule "G".
- 2.3. Within 30 days of any changes to the Registered Processor's Closure Plan, the Registered Processor may be required to, and shall, submit security in an adjusted amount prescribed by the Authority and which is based on the changed Closure Plan unless waived by Alberta Recycling in writing.

3. Adjustment of Security

- 3.1. The Authority shall notify a Registered Processor of any proposed adjustment to the amount of the security.

4. Form of Security

- 4.1. Security must be in one or more of the following forms as required by the Authority, or such other form as may be acceptable to the Authority:
- a) cash on deposit with the Authority;
 - b) Government guaranteed bond, debentures, term deposits, certificates of deposit, trust certificates or investment certificates assigned to the Authority;
 - c) irrevocable letters of credit in a form acceptable to the Authority, irrevocable letters of guarantee in a form acceptable to the Authority, performance bonds or surety bonds in a form acceptable to the Authority; and/or
 - d) any other form that is acceptable to the Authority.
- 4.2. Environmental Insurance is not considered an acceptable form of security for the purpose of this Program requirement.

5. Return of Security

- 5.1. The Authority may determine that all or part of the security provided by the Registered Processor be returned to the Registered Processor if:

- a) a Registered Processor ceases to be in business as a Registered Processor, and the site and all Scrap Tire Material has been wholly reclaimed, remediated, restored or removed, as the case may be; or
- b) reclamation, remediation or restoration of the site has been partially complete, in which case the Authority may, on application by the Registered Processor, return a part of the security as determined by the Authority; or
- c) the Authority decreases the amount of security required under these terms, in which case the Authority shall return the portion of the security no longer required; or
- d) an application for registration or Incentives is submitted by a Registered Processor but no approval is issued by the Authority; and
- e) all other Program requirements of the Authority have been met by the Registered Processor.

6. Forfeiture of Security

6.1. The Authority may determine that all or part of the security provided by the Registered Processor be forfeited if:

- a) the Registered Processor fails to commence and complete reclamation, remediation or restoration of a site where a Registered Processor abandons the site or abandons Scrap Tire Material or operations on the site;
- b) the Registered Processor fails to meet any requirement relating to inventory levels, maintaining the site, or environmental requirements as a condition of the Authority approval;
- c) the Registered Processor fails to comply with any applicable law, regulation, code, approval or the Program;
- d) the Registered Processor fails to renew existing security before its expiry date;
- e) the Registered Processor fails to adjust the amount of security as required by the Authority under this Program;
- f) the Registered Processor fails to comply with an order issued by a government authority;
- g) a receiver, receiver-manager or trustee has been appointed in respect of the operations of the Registered Processor;
- h) there are any amounts owing by the Registered Processor to the Authority under the Program, and the Registered Processor has failed or otherwise has neglected to pay;
- i) the Authority has suffered any losses, costs, expenses or damages as a result of the Registered Processor's registration with the Authority, its participation in the Program, or the acts or omissions of the Registered Processor generally;
- j) the Authority requires the Registered Processor to indemnify it under this Program;
- k) the Registered Processor fails to maintain insurance required under this Program; or
- l) the Authority determines the Registered Processor is unable to liquidate its inventory of Scrap Tire Material.

6.2. Where the Authority requires security to be forfeited, the Authority shall give written notice of

the decision to the Registered Processor.

- 6.3. Prior to allowing continuing participation under this Program by a Registered Processor after security has been forfeited, the Registered Processor will be required to provide the Authority new security in an amount required under this Program.

7. Failure to Comply

- 7.1. Failure to comply with the posting of security requirement will result in no further payments being made to the Registered Processor under the Program.

8. Transition

- 8.1. All Registered Processors will be required to comply with the terms of these security requirements within six months of the effective date of these security requirements as approved by the Authority.

Schedule “H” TO SCRAP TIRE INCENTIVE PROGRAM REQUIREMENTS

ACCOUNTS PAYABLE SCHEDULE

The following table identifies the 2017/18 fiscal year deadline dates for submission by Registered Processors of their Incentive claim applications (the “Claim Date”) and the corresponding dates for Incentive claim payments (“Incentive Payment Date”) by the Authority, subject to the Authority’s right to withhold, delay or reduce any particular Incentive payment.

Where a Claim Date or Incentive Payment Date falls on a weekend or statutory holiday in the Province of Alberta, the Claim Date or Incentive Payment Date, as the case may be, will be extended to the next business day.

<i>Processor Reporting Period</i>	<i>Processor Invoice Due Date</i>	<i>Incentive Payment Date</i>
<i>April 2017</i>	15-May-2017	15-Jun-2017
<i>May 2017</i>	15-Jun-2017	17-Jul-2017
<i>June 2017</i>	17-Jul-2017	15-Aug-2017
<i>July 2017</i>	15-Aug-2017	15-Sep-2017
<i>August 2017</i>	15-Sep-2017	16-Oct-2017
<i>September 2017</i>	16-Oct-2017	15-Nov-2017
<i>October 2017</i>	15-Nov-2017	15-Dec-2017
<i>November 2017</i>	8-Dec-2017*	15-Jan-2018
<i>December 2017</i>	15-Jan-2018	15-Feb-2018
<i>January 2018</i>	15-Feb-2018	15-Mar-2018
<i>February 2018</i>	15-Mar-2018	16-Apr-2018
<i>March 2018</i>	16-Apr-2018	15-May-2018

*Please note early deadline for November 2017 paperwork due to holiday office closure.

Registered Processors are not required to wait until the Claim Date to submit Incentive claims. The Authority recommends that Registered Processors submit their Incentive claims to the Authority for review and approval once their monthly Incentive request forms and back-up documentation are complete and free of errors.