



**2011**

**Procedures to Become a Voluntary Steward  
and  
Voluntary Steward Agreement**

**For detailed program information:**

[www.cbcracra.org](http://www.cbcracra.org)

Tel. 1-855-644-7400

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## Voluntary Steward Rule and Procedures

### ***CBCRA Container Recycling Fee***

Conservation Manitoba has approved the Canadian Beverage Container Recycling Association (CBCRA) Program Plan for Beverage Containers under the Manitoba Packaging and Printed Paper Regulation 195/2008, The CBCRA Program Plan that was approved by Manitoba’s Minister of Conservation provided for Rules for obligated Stewards of Beverage Containers. A copy of the Rules can be obtained at: [www.cbcracrcb.org](http://www.cbcracrcb.org).

Under the Program Rules Stewards means

(a) the first person who, in the course of business in Manitoba, Supplies a designated material to another person; or (b) a person who, in the course of business in Manitoba, uses a designated material obtained in a supply transaction outside of Manitoba. The “Rules” allow companies to elect, subject to approval by CBCRA to become Stewards respecting Beverage Containers (BC) that would otherwise be the responsibility of another Steward.

The purpose of the Voluntary Steward in the Rules is to provide an opportunity for a company to accept reporting responsibilities and make payments on behalf of a Steward in order to reduce the administrative burden on the Steward.

### ***Terms and Conditions***

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

If a Voluntary Steward defaults on its responsibility under its contract with CBCRA the agreement becomes null and void. In this case, the obligation reverts to the obligated Steward in Manitoba of the Beverage Container under the CBCRA Rules. A Beverage Container is defined as a container that is supplied to a consumer in Manitoba that contains a single use ready to serve beverage, but it does not include containers for which a refundable deposit is payable when the goods are Supplied at retail.

### ***Examples of Voluntary Steward Under Procedures***

Under the current policy, certain types of arrangements will not be accepted as part of a Voluntary Steward. They are described below.

**Table 1: Proposed Voluntary Steward Arrangements that are Not Acceptable**

<b>Example</b>	<b>Explanation</b>
Industry association	Does not meet requirement of being a brand owner and therefore not a Steward of BC
Applicants’ “Schedule B” indicates a plan to volunteer for some customers but not others	Application would be rejected as not in compliance requirements of Section 2 of the Voluntary Steward Agreement

## Voluntary Steward Procedures

### ***Steps for Completing Application for Voluntary Steward***

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

1. Register with Canadian Beverage Container Recycling Association (link to [www.cbcracrb.org](http://www.cbcracrb.org))

Review and complete all sections and Schedules of the Voluntary Steward Agreement. If you have any questions please contact our Customer Service Group by telephone at 1-855-644-7400 or by email at [customerservice@cbcracrb.org](mailto:customerservice@cbcracrb.org).

2. Sign and return a copy of the completed application and accompanying schedules to CBCRA within 14 calendar days of registering by fax to (204) 953-2013 or email a scanned copy to [customerservice@cbcracrb.org](mailto:customerservice@cbcracrb.org). Voluntary Steward Agreements must be received **no later than November 15, 2011** for the 2011 Obligation year. CBCRA recommends that Voluntary Steward Agreements be submitted as soon as possible since timing is critical to minimize double counting and to enable other Stewards to report on other BC for which they remain responsible. Retain a copy of this correspondence for your records and to provide as evidence of the submission.
3. If the Voluntary Steward Application to become a voluntary steward is approved by CBCRA a signed copy will be returned to you within 30 days of its receipt. You will then be required by the agreement to notify all companies listed in Schedule B that you have been accepted as a voluntary steward and that you will assume the reporting and financial responsibilities for all the BC identified with your Brand that you Supplied in Manitoba.
4. If the Voluntary Steward Application is not complete, or is not approved you will receive an explanation by email from CBCRA.
5. The approved Voluntary Steward shall prepare and submit a Steward's Report to CBCRA indicating the units, of BC Supplied and remit the required payments in accordance with Appendix C of the Rules for which it has volunteered to become the Steward.

Questions - Please direct any questions to CBCRA by telephone at 1-855-644-7400 or by email at [customerservice@cbcracrb.org](mailto:customerservice@cbcracrb.org).

**CBCRA Voluntary Steward Agreement**

## Voluntary Steward Agreement

WHEREAS Canadian Beverage Container Recycling Association's (CBCRA) Rules ("Rules") permit certain persons to volunteer to become a Steward;

AND WHEREAS CBCRA wishes to accept a Voluntary Steward

1. The undersigned ("Voluntary Steward"), hereby elects to become a Steward under the Rules made under the Beverage Container Recovery Program Plan by CBCRA

<b>Name of Voluntary Steward Company</b>	
<b>Company Address</b>	
<b>City</b>	
<b>Province/State</b>	
<b>Postal/Zip Code</b>	
<b>Country</b>	
<b>Contact Name</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>Email</b>	

- 2) The Voluntary Steward and CBCRA agree that the Voluntary Steward shall be responsible for, and assumes the obligations for all the Beverage Container (BC), that it is the Brand Owner, for which it sold or distributed in Manitoba in the applicable data year and for which it is/was a Supplier as defined by the Rules.
- 3) The Voluntary Steward agrees to observe and comply with the Rules and to file a Stewards Report forthwith upon acceptance by CBCRA as an applicant for a Voluntary Steward.
- 4) The Voluntary Steward agrees to file a Steward's Report and provide the details of units by beverage container type category in Schedule C for all BC material it supplied into Manitoba in the appropriate data period .

### CBCRA Voluntary Steward Agreement

- 5) The Voluntary Steward confirms that all BC for which the Voluntary Steward is assuming responsibility for are listed in Schedule A.
- 6) The Voluntary Steward confirms that all customers in Manitoba for which the Voluntary Steward is assuming responsibility for are listed in Schedule B. Voluntary Steward agrees to notify promptly the persons in Schedule B who would otherwise be Stewards for the BC material, of the terms of this agreement.
- 7) The Voluntary Steward consents to a notice of this election appearing on the web site of CBCRA and upon such posting of notice, the persons with a commercial connection to the packaging or the products provided to customers listed in Schedule B shall be relieved of their obligations as Stewards with respect to the BC under the Rules during the term of this agreement.
- 8) This election is valid starting October 1, 2011.
- 9) Voluntary Steward undertakes and agrees to file with CBCRA revised Schedules A and B as applicable reflecting the brands and persons that are applicable for reporting period as applied by the Rules, as amended from time to time.
- 10) The parties agree that this election shall extend for an indefinite time period until terminated by 30 days prior written notice by Voluntary Steward to CBCRA Manitoba.
- 11) CBCRA may terminate this agreement, upon 30 days prior written notice to Voluntary Steward, provided CBCRA shall have first sent a written notice to Voluntary Steward with a copy to the obligated Stewards listed in Schedule B, that Voluntary Steward has defaulted on its obligations as a Steward under the Rules, together with particulars of such default, and provided further such default has not been remedied by Voluntary Steward within 30 days from the date of such notice of default.
- 12) Upon termination of this agreement, CBCRA shall notify those persons referred to in Schedule B of the termination of this agreement, and shall post notice of the termination on its web site. Upon termination of this agreement and posting of notice thereof, reporting and financial responsibility shall revert back to the original obligated Steward of the BC material on notice of cancellation on CBCRA's web site.
- 13) Notice may be given under this election by first-class mail, fax, or e-mail to Voluntary Steward as indicated above or to CBCRA as follows:

Canadian Beverage Container Recycling Association  
E-mail: [customerservice@cbcra-acrcb.org](mailto:customerservice@cbcra-acrcb.org)

**CBCRA Voluntary Steward Agreement**

In witness whereof the parties have executed this election agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2011.

**Voluntary Steward Declaration**

I declare that \_\_\_\_\_ is a company that meets the conditions of a Steward as defined under the Canadian Beverage Container Recycling Association (CBCRA) Program Plan and I acknowledge my obligation to file a report and make payment of fees to CBCRA under the terms and conditions of this agreement. I acknowledge that the information provided in all Schedules is accurate. Failure to meet the terms of this agreement means the obligations to CBCRA reverts back to the obligated Steward of BC in Manitoba listed in Schedule B.

Name: \_\_\_\_\_

Authorized Signing Officer: \_\_\_\_\_

**Canadian Beverage Recycling Container Association**

Approved By: Authorized Signing Officer \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_ 2011.





**CBCRA Voluntary Steward Agreement**

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## Schedule C

<b>Material Category</b>	<b>Material Sub-Category</b>	<b>Size</b>
Aluminum		0-1 Litre (L)
Plastics	PET	0-500 millilitre (ml)
		501 ml - 1 L
		over 1 L
Plastics	HDPE	0-500 ml
		501 ml - 1 L
		over 1 L
Plastic	PVC/Other Plastics	0-500 ml
		501 ml - 1 L
		over 1 L
Glass		0-500 ml
		501 ml - 1 L
		over 1 L
Bi-metal cans		0-500 ml
		501 ml - 1 L
		over 1 L
Poly coats	Drink Boxes	0-500 ml
		501 ml - 1 L
		over 1 L
Poly coats	Gable Top	0-500 ml
		501 ml - 1 L
		over 1 L
Other	Drink Pouches	0-1 L
	Bag in a box	over 1 L