# CBCRA RULES FOR OBLIGATED STEWARDS (2024)

**1. Interpretation** in these Rules:

**Act** means *The Waste Reduction and Prevention Act* (Manitoba), S.M. 1989-90 c.60;

**Affiliates,** a Steward is affiliated with another entity if it controls or is controlled by the other entity or if both entities are controlled by a common entity, and, for greater certainty, in the case of a corporation, "affiliate," "affiliated" and "control" have the meanings ascribed thereto by subsections 1(2) and (3) of *The Corporations Act* (Manitoba), R.S.M.1987, c. C225, as amended from time to time;

**Ancillary Packaging (AP),** is any packaging used for the presentation and/or protection of a Beverage Container (BC) that is Supplied in Manitoba to the consumer;

**Beverage Container (BC),** is 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 and does not include BC's that contain Dairy Products;

**Brand Owner,** with respect to any specific trademarked BC and any specific beverage product Supplied where either the BC bears a trademark at any time during the Data Period, means a person Resident in Manitoba, who:

(a) is the holder of the registered trademark on the BC,
(b) is the licensee, in respect of the registered trademark of the BC,
(c) owns the intellectual property rights to the unregistered trademark of the BC, or
(d) the licensee, in respect of the intellectual property rights to the unregistered trademark of the BC;

Where "licensee" includes a person who packages goods, the Packaging of which is a BC 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;

**CBCRA** means Canadian Beverage Container Recycling Association;

**Commencement Date** means February 1, 2024;

**Commercial Connection:** a person has a commercial connection with a particular BC when it derives direct economic benefit when it is supplied for consumption in Manitoba;

**Dairy Products** are any beverage product that contains dairy milk;

**Data Period** means (for any given calendar year):

| | | |
|---|---|---|
| Annual Stewards: | | January 1 to December 31; |
| Quarterly Stewards: | Quarter 1 | January 1 to March 31; |
| | Quarter 2 | April 1 to June 30; |

| | | |
|---|---|---|
| | Quarter 3 | July 1 to September 30; |
| | Quarter 4 | October 1 to December 31; |
| Monthly Stewards: | | |
| | Month 1 | January 1 to January 31; |
| | Month 2 | February 1 to February 28/29; |
| | Month 3 | March 1 to March 31; |
| | Month 4 | April 1 to April 30; |
| | Month 5 | May 1 to May 31; |
| | Month 6 | June 1 to June 30; |
| | Month 7 | July 1 to July 31; |
| | Month 8 | August 1 to August 31; |
| | Month 9 | September 1 to September 30; |
| | Month 10 | October 1 to October 31; |
| | Month 11 | November 1 to November 30; |
| | Month 12 | December 1 to December 31; |

**Filed** means electronically submitted by a Steward to CBCRA, through the interactive website stipulated by CBCRA;

**First Importer** means a person Resident in Manitoba, who imports into Manitoba, a specific good which is a BC for which a Brand Owner does not exist; and includes a person Resident in Manitoba who is the first to take title to such BC upon or after arrival in Manitoba from elsewhere during the applicable Data Period;

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

**Gender, Number and Persons, i**n these Rules, words importing the singular shall include the plural and vice versa, the number of the verb shall be construed as agreeing with the word so substituted, and words importing gender shall include all genders. In these Rules, words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever;

**Interest Rate** means the prime rate established by the Royal Bank of Canada as at the close of business on the first business day of each month plus three (3) percent;

**Private Label Goods** means goods that carry the brand or trademark of a Brand Owner and sold or delivered to consumers by such Brand Owner in Manitoba;

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

**Registered** means having electronically submitted the following information to CBCRA at the interactive website maintained by CBCRA:

1. Company information, and
2. Primary contact information;

**Regulation** means the Packaging and Printed Paper Stewardship Regulation, Manitoba Regulation 195/2008, made under the Waste Reduction and Prevention Act;

**Resident in Manitoba,** with respect to a corporation, means a corporation that, during any time in the Data Period, is deemed to carry on business in Manitoba in accordance with subsection 187(2) of *The Corporations Act* (Manitoba), R.S.M. 1987, c. C225, as amended from time to time, a copy of which is annexed as Appendix A;

**Rules** mean these rules;

**Steward** means a person who is a Steward of BC, as defined in section 1 of the Regulation;

**Steward's Report** means a report prepared by a Steward in the form set out in Appendix B to these Rules, and Filed in accordance with these Rules, which describes the aggregate amount of BC, expressed in units by category and related weight of BC Supplied by the Steward and its Franchisees or Affiliates during the Data Period;

**Supply** means supplied to consumers in Manitoba as defined and described in the Regulation, Section 1, means to transfer a property interest by:

(a) sale, whether conditional or otherwise;
(b) exchange;
(c) barter;
(d) lease or rental, whether with an option to purchase or otherwise; or
(e) gift;

but does not include a Supply that is effected solely to create a security interest within the meaning of The Personal Property Security Act or the Bank Act (Canada) and subject to the conditions of Section 3 of the Regulation;

**Voluntary Steward** means a person who elects to become a Steward in accordance with subsection 2(b) of these Rules. MMSM Voluntary Stewards and who Supply beverages to customers in Manitoba are strongly encouraged to also volunteer under CBCRA.

**2) Stewards**

(a) Obligated Steward: For the purpose of determining which person shall be the obligated Steward for a particular category of BC the following provisions shall apply, in the order in which they are set out. For greater certainty, if two or more persons are obligated pursuant to the following categories, the provision which is first in this list shall prevail:

(1) A Brand Owner is the obligated Steward with respect to all BC and the Packaging of all goods, for which it is the Brand Owner and has a Commercial Connection in the Data Period;

(2) A Franchisor is the obligated Steward with respect to all BC and the Packaging of all goods, Supplied within the relevant Franchise System in the Data Period;

(3) In the event that there is no Brand Owner or Franchisor, a First Importer is the obligated Steward with respect to all BC for which it is the First Importer in the Data Period;

(4) In the event there is more than one Brand Owner for the same BC, the Brand Owner or First Importer more directly connected to the production of the BC shall be the obligated Steward, provided that in the case of a Franchisor who is Resident in Manitoba, the Franchisor shall be the obligated Steward;

(5) In the event there is not an identifiable brand for a particular BC and if the manufacturer of the good is Resident in Manitoba, the manufacturer of such good shall be the obligated Steward for such BC, otherwise the First Importer shall be the obligated Steward for such BC;

(6) Any person who is a Voluntary Steward in the Data Year.

(b) Voluntary Stewards: Any person who elects to become the Steward of BC which otherwise would be the responsibility of another Steward shall be deemed a Steward upon execution of a contract with CBCRA, notice of which is posted on the CBCRA website. CBCRA, at its sole discretion, shall decide whether to enter into such contract. The Steward who otherwise would be responsible is exempt from the requirement to file a Steward's Report and pay fees with respect to such BC during the currency of such contract. Voluntary Stewards must include all BC Supplied in the relevant Data Period for each Steward's Report filed.

**3) Fees Payable**

Stewards shall pay fees to CBCRA within twenty (20) calendar days following the end of the data period. The amount of fees payable shall be calculated in accordance with the table of fees set out in Appendix C. CBCRA will pay to MMSM, on behalf of CBCRA Stewards in good standing, a pro-rated amount for each CBCRA steward's BC and AP fees under the MMSM Program Plan and Rules.

**4) Steward's Report**

(1) Every Steward shall Register with CBCRA no later 30 days of becoming Resident in Manitoba;

(2) Every Steward shall file a Steward's Report with CBCRA outlined in Section 3;

(3) With the consent of CBCRA, Obligated Stewards may amend a Steward's Report to correct information in the Steward's Report that is in error;

(4) A Steward's Report that contains incorrect data, may, upon notice from CBCRA to the Steward, be deemed by CBCRA not to have been Filed.

## 5) Penalties, Interest and Back Fees

(1) Stewards who fail to report by the dates specified in Section 3 will be subject to a penalty calculated at 10% of fees due and payable;

(2) Stewards who fail to pay fees by the date specified in Section 3 will be subject to interest charges at the Interest Rate on the unpaid fees;

(3) CBCRA may, at its sole discretion, waive all or part of any penalty or interest charges otherwise payable under these Rules;

(4) All penalties and interest charges begin accruing on the calendar day immediately following the date specified in the timetable set out in Section 3;

(5) In the event that the amounts reported in a Steward's Report are inaccurate: any deficiency in payment of fees resulting from such inaccuracies shall be immediately due and payable upon the filing of the correcting Steward's Report; and if not paid within 30 days of the invoice date, will be subject to the same penalty and interest charges outlined in (1) and (2) above.

Failure to file a Steward's Report within the time frames mentioned above is a violation of these Rules and may be subject to enforcement under the Waste Reduction and Prevention Act.

## 6) Steward Reporting

(1) CBCRA may, at its sole discretion, designate Stewards as eligible for a Quarterly or Annual Reporting schedule; otherwise all Stewards are to file on a monthly basis;

(2) CBCRA may, acting reasonably, require a Steward to file a Steward's Report by sending a written request to the Steward.

## 7) Record Provision and Retention

(1) Upon written request by CBCRA, a Steward shall promptly submit data, including calculation methodology, BC unit data, audit reports, list of brands reported and list of brands excluded from report;

(2) A Steward shall retain records to substantiate and verify the amount set out in its Steward's Report for a period of not less than five years from the last filing date of the Steward's Report to which they relate. Upon written request by CBCRA, a Steward shall grant access to CBCRA to examine, audit and inspect its books and records respecting a Steward's Report at any time up to five years after the date of receipt of such Steward's Report by CBCRA.

(3) A Steward shall complete the following documents (once per calendar year), as requested by CBCRA:

a. CBCRA Sales Verification Document; and
b. CBCRA's Audit Verification letter.

Each document is to be completed within the timeframes as set out in the document and guidelines provided.

**8) Enforcement**

Failure to pay fees, file a Steward's Report in accordance with the requirements stated in these Rules or provide supporting data as requested by CBCRA in a timely manner is a violation of these Rules and may be subject to enforcement under the Act.

**9) Dispute Resolution**

If any dispute arises between a Steward and CBCRA as to the number of units of BC that is required to be included in a Steward's Report:

(1) The parties shall attempt to resolve the dispute through designated representatives from each of CBCRA and the Steward within thirty (30) days upon which written notice of the dispute was first given, or as otherwise agreed upon;

(2) If the parties are unable to resolve the dispute within the above period, the Steward and CBCRA shall within thirty (30) days thereafter jointly select an arbitrator to arbitrate the dispute and failing agreement as to the arbitrator within such time frame, the Court shall appoint the arbitrator on behalf of the parties;

(3) The decision made by the arbitrator on the dispute shall be rendered and may be enforced in accordance with *The Arbitration Act* (Manitoba), S.M. 1997, c. 4, as amended from time to time; and

(4) The decision of the arbitrator shall be final and binding on the parties, shall not be subject to appeal on any grounds whatsoever, and shall be enforceable against CBCRA or the Steward, as the case may be, immediately on issuance of the decision to the parties.

For greater certainty, non-payment of fees or failing to file a Steward's Report by a Steward shall not be matters which are subject to arbitration.

**10) Interpretive Memoranda and Rule Changes**

CBCRA may publish on its website interpretive memoranda describing its interpretations of these Rules and how it proposes to administer them.

CBCRA may update these Rules and fee rates at any time. Changes to these Rules will come in affect ninety (90) days after notice of changes are posted on the CBCRA website.

These Rules shall remain in force until replaced or modified by subsequent Rules made by CBCRA. In the event no subsequent Rules are made, the dates specified in these Rules shall be automatically amended by substituting the year appearing in these Rules with the subsequent year.

**11) Publishing of Company names**

(1) The names of Stewards submitting Steward's Reports to CBCRA will be posted on the CBCRA website;

(2) The names of Stewards who have executed a contract with CBCRA under section 2(a) shall be posted on the CBCRA website;

(3) CBCRA may post the registry of all brands reported in Steward's Reports from time to time;

(4) CBCRA may publish on its website the name of any person that may appear to be a Steward, but which it has determined upon investigation not to be obligated Steward in Manitoba;

(5) CBCRA may publish on its website the list of companies who are compliant with these Rules.

**12) Confidentiality**

(1) Definition of Confidential Information
CBCRA acknowledges and agrees that certain information made available to it from time to time in accordance with the Rules and the Stewardship Program by Stewards is confidential in nature. For the purposes of these Rules, confidential information ("Confidential Information") means information received by CBCRA or its employees that (i) is not generally known in the industry in which a Steward is engaged, (ii) is "personal information" within the meaning of the *Personal Information Protection and Electronic Documents Act* (Canada), as amended from time to time, or such provincial legislation as is applicable, or (iii) would do financial harm to a Steward if divulged, and shall include all reporting documentation provided by a Steward in accordance with the Rules;

(2) Non-disclosure and Non-use of Confidential Information
CBCRA agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. CBCRA further agrees not to use Confidential Information for its own benefit without the prior written approval of a Steward;

(3) Disclosure
CBCRA may disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided that CBCRA will take reasonable steps to give the Steward sufficient prior notice in order to contest such request, requirement or order by notifying the Steward of such request;

(4) No Obligations
No other obligations, express or implied, are created or assumed by CBCRA, except as stated herein.

# Appendix A

## Carrying on business in Manitoba

A body corporate is deemed to be carrying on its business or undertaking in Manitoba if

(a) it has a resident agent or representative, or a warehouse, office or place of business in Manitoba; or

(b) its name or any name under which it carries on business, together with an address for the body corporate in Manitoba, is listed in a Manitoba telephone directory; or

(c) its name or any name under which it carries on business, together with an address for the body corporate in Manitoba, is included in any advertisement advertising the business or any product of the body corporate; or

(d) it is the registered owner of real property situate in Manitoba; or

(e) it otherwise carries on its business or undertaking in Manitoba.

# Appendix B

## Form of Steward's Report

Name of Steward
Mailing address, Billing address
Primary Contact Person for Steward's Report, Email address & Date of Report

**Units of BC supplied in the Data Period for the brands owned, or first imported into Manitoba in the appropriate Data Period.**

| Material Category | Material Sub-Category | Size of BC | Units of BC supplied | Packaging weight of BC Supplied in kilograms |
|---|---|---|---|---|
| Aluminum | Aluminum | 0-1 Litre | | |
| Plastics | PET | 0-1 Litre | | |
| | | over 1 Litre | | |
| Plastics | HDPE | 0-1 Litre | | |
| | | over 1 Litre | | |
| Plastic | PVC/Other Plastics | 0-1 Litre | | |
| | | over 1 Litre | | |
| Glass | Glass | 0-1 Litre | | |
| | | over 1 Litre | | |
| Bi-metal cans | Bi-metal cans | 0-1 Litre | | |
| | | over 1 Litre | | |
| Poly coats | Drink Boxes | 0-1 Litre | | |
| | | over 1 L | | |
| Poly coats | Gable Top | 0-1 Litre | | |
| | | over 1 Litre | | |
| Other | Drink Pouches | 0-1 Litre | | |
| | Bag in a box | over 1 Litre | | |

**Required information to be included in the Steward's Report:**

1. Description of methodology and data used to prepare this Steward's Report, including a detailed explanation of the steps taken to calculate the amounts reported;
2. List of suppliers/vendors that your organization is including units in this Steward's Report;
3. List of Affiliates and /or Franchisees included in this Steward's Report; and
4. Declaration of accuracy of contents of this Steward's Report.

# Appendix C

## Current Table of Fees: Effective February 1, 2024

| Material Category | Material Sub-Category | Size | Fee |
|---|---|---|---|
| Aluminum | Aluminum | 0-1 Litre | $0.02 |
| Plastics | PET | 0-1 Litre | $0.03 |
| | | over 1 Litre | $0.03 |
| | HDPE | 0-1 Litre | $0.03 |
| | | over 1 Litre | $0.03 |
| | PVC/Other Plastics | 0-1 Litre | $0.03 |
| | | over 1 Litre | $0.03 |
| Glass | Glass | 0-1 Litre | $0.03 |
| | | over 1 Litre | $0.03 |
| Bi-metal cans | Bi-metal cans | 0-1 Litre | $0.03 |
| | | over 1 Litre | $0.03 |
| Poly Coats | Drink Boxes | 0-1 Litre | $0.03 |
| | | over 1 Litre | $0.03 |
| | Gable Top | 0-1 Litre | $0.03 |
| | | over 1 Litre | $0.03 |
| Other | Drink Pouches | 0-1 Litre | $0.03 |
| | Bag in a box | over 1 Litre | $0.03 |