

Newsletters -  
January 2016 - December 2022

## **Newsletters –**

January 29, 2016 – Recycling in Canada's Remote Northern Communities. Manitoba's St. Theresa Point featured.

July 13, 2016 – Initiative by Steinbach, Manitoba Generates Big Results

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January 23, 2017 – UOMA Initial Fill (OEM) Category Summary Update – First Notice

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June 23, 2017 – Materials Recycled (Listed by Province)

June 23, 2017 – Economy

June 23, 2017 – Collection Facilities. Manitoba's network has matured at 95 while the Association is working on adding more licensed facilities in Winnipeg.

June 23, 2017 – Northern Remote Communities. MARRC works with the First Nations and has been successful with projects that have taken place in St. Theresa Point, Churchill and Bloodvein.

June 23, 2017 – Outreach, website & Social Media, & NUOMAAC

December 29, 2017 – Notice to OEM Stakeholders

December 29, 2017 – Letter to OEM Members Sent on Behalf of UOMAs in Canada

September 21, 2018 – National Glycol (Antifreeze) Available for Collection Study

September 21, 2018 – Best Practices for Used Oil Management

October 25, 2019 – Local Initiatives – BC & Manitoba

October 28, 2019 – The State of UOMA Plastics Recycling in Canada

October 28, 2019 – National UOMA Cooperation Works For You, Its Members

October 28, 2019 – New Web-Based Environmental Handling Charge Reporting System Available in Early 2020

November 5, 2019 – Used Oil & Antifreeze Products Collection Rates by Association for 2018

November 6, 2019 – UOMA Atlantic Welcomes Newfoundland & Labrador and Nova Scotia

April 27, 2020 – Member Reporting and Payment During the Covid-19 Period

November 4, 2020 – Automotive Fluid Container Trends

November 4, 2020 – EHC OneWindow Update

November 4, 2020 – National Update to the Amount of Antifreeze Available for Collection

November 4, 2020 – Compliance and Audit Process

November 4, 2020 – UOMAs Look to Expand Original Equipment Manufacturer Definitions

October 21, 2021 – Changes to Original Equipment Manufacturing (OEM) Categories  
(Effective Jan. 1, 2022).

June 2, 2022 – EHC OneWindow Update

June 2, 2022 – Website Improvements in the Works

June 2, 2022 – Alberta Consultations on Additional Containers and Fees

June 2, 2022 – Member Survey Responses Help Guide Association Priorities



January 29, 2016

# RECYCLING IN CANADA'S REMOTE NORTHERN COMMUNITIES RECYCLING IN CANADA'S REMOTE NORTHERN COMMUNITIES

Transportation is always the big challenge for Canada's northern communities. Reliance on winter roads when the water routes are filled with ice offers a limited and expensive means of shipping goods and materials in and out of these remote Canadian communities.

And establishing a recycling program up north similar to southern Canada is a challenge.

**MANITOBA**



However, it can be done. Ron Benson, Executive Director, MARRC, reports on a novel solution. Shipping used oil out of the north is costly. "The solution we came up with for a pilot project in St. Theresa Point, in north-eastern Manitoba is ingenious. Instead of collecting and shipping the used oil, collect it and use it as heating fuel in the Municipal Fire Station."



**St. Theresa Point Municipal Fire Hall – Solomon Mason, Program Manager (left) and Ron Benson, Executive Director, MARRC (right)**

The idea arose when MARRC hosted meetings through Manitoba Conservation with various Producer Responsible Organizations (PROs). The issue at hand

was to assist with the recycling of used oil products, derelict cars, tires, batteries, electronics, MMSM products, etc.

Using St. Theresa Point as the Pilot Project, MARRC facilitated the licensing, purchasing, transporting and installation of a used oil burner and storage unit for the community. Now installed in the Municipal Fire Station, the burner, fuelled by used oil collected in the area, heats the building in winter assuring that emergency and maintenance vehicles are housed in a warm environment and ready to respond quickly.

## **QUEBEC**

Quebec, too, has far-flung communities in the north accessible only by water or air. But their recycling needs remain the same as the south.

Partnering with four other EPR organizations and the Kativik Regional Government, SOGHU participated in a unique recycling pilot project from September 29 to October 7, 2015.

It began in the Port of Montreal. Approved collection equipment to be used by three northern Quebec communities was loaded on a ship. Then followed a two to three week voyage with the ship stopping and off-loading the equipment in Salluit, Kuujjuaq and Kuujjuaraapik.

Local people along with specialized technicians supplied by the Partners supervised the collection, sorting and readying of the recycled products for shipment back to Montreal.

The partners and products were:

- SOGHU – oils, glycol and containers, filters
- Call2recycle – batteries
- Recycfluo – mercury-containing light bulbs and fluorescent tubes
- Eco-peinture – leftover paint
- EPRA – used electronics.

The SOGHU collection numbers were over 14,000 litres of used oil; over 1,000 litres of glycol plus hundreds of used filters and plastic containers.

**“For a pilot project, we consider this a success,” notes Gilles Goddard, Directeur general, SOGHU. “And there is a good possibility the program will be repeated this year in three more communities in the region.”**



**Collection point in one of Northern Quebec communities (Nunavik).**

**Barrels of filters, ready for the two to three week voyage back to Montreal**



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July 13, 2016

# INITIATIVE BY STEINBACH, MANITOBA GENERATES BIG RESULTS

# INITIATIVE BY STEINBACH, MANITOBA GENERATES BIG RESULTS

A picture is worth a thousand words according to MARRC's Executive Director, Ron Benson. The Manitoba association is proud of how communities such as Steinbach meet the challenge to get residents to recycle more.

On Wednesday, June 8th, the City of Steinbach held its 6th annual Oil Recycling Day. MARRC provides communities with seed money to promote used oil materials recycling. Steinbach again came up a winner attracting 150 customers and collecting 10,133 litres of used oil.





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January 23, 2017

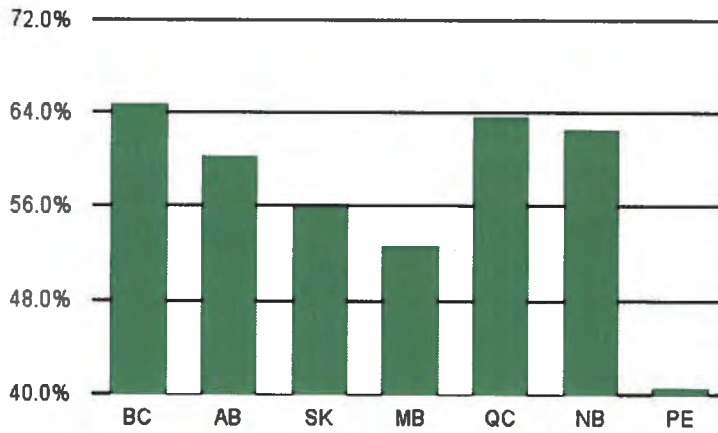
# FALL 2016 UOMA SURVEY RESULTS

# FALL 2016 UOMA SURVEY RESULTS

**Select all the provincial UOMA-operated programs that your company pays Environmental Handling Charges (EHC) to:**

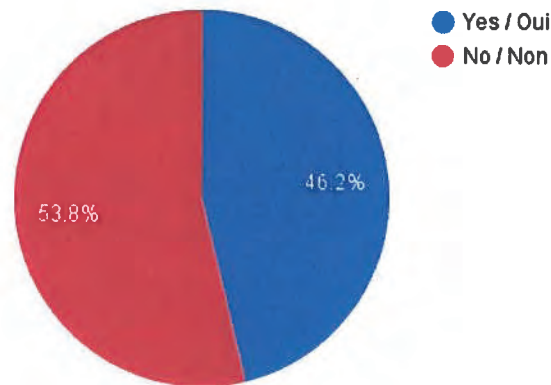
**Sélectionnez tous les programmes provinciaux relatifs aux UOMA en vertu desquels votre entreprise verse des redevances environnementales :**





**Are you a regulated steward of used oil filter, antifreeze, or oil or antifreeze containers in Ontario?**

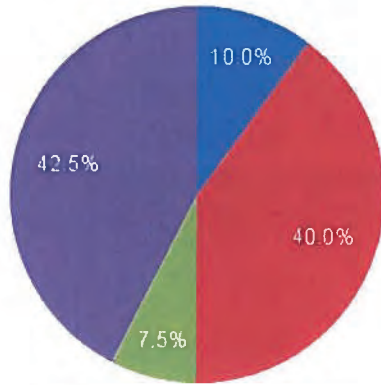
**Êtes-vous un producteur réglementé de filtres à huile, d'antigel ou de contenants d'huile ou d'antigel usagés en Ontario?**



**If answering Yes in the previous question, have you joined the recently developed AMS-led Industry Stewardship Plan (ISP) or are you still considering your options, including remaining with Stewardship Ontario -the designated Industry Funding Organization (IFO)?**

**Si vous avez répondu Oui à la question précédente, avez-vous joint le tout nouveau plan d'intendance de l'industrie (ISP) dirigé par l'AMS ou êtes-vous toujours en réflexion quant à vos options, incluant de demeurer avec Stewardship Ontario – l'organisation désignée et financée par l'industrie (IFO)?**

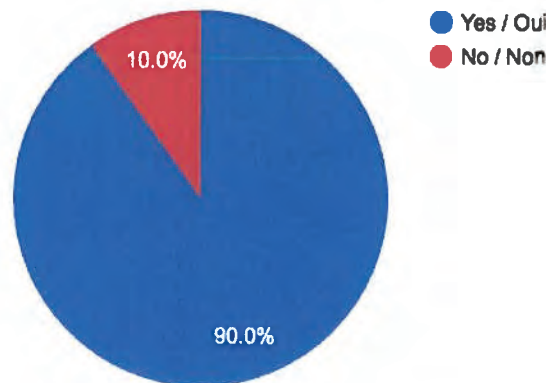




- My company has joined the ISP / Ma compagnie a joint le plan d'intendance de l'industrie (ISP)
- My company has not yet joined the ISP, but might / Ma compagnie n'a pas encore joint le plan d'intendance de l'industrie (ISP), mais le fera peut-être
- My company does not intend to join the ISP and intends to remain with Stewardship Ontario. / Ma compagnie n'a pas l'intention de joindre le plan d'intendance de l'industrie (ISP) et a l'intention de demeurer avec Stewardship Ontario.
- Uncertain (Don't know) / Incertain (ne sais pas)

**New legislation called The Waste-Free Ontario Act, 2016 has been or will soon be proclaimed in Ontario. Once fully implemented, this new Act will enable Ontario stewards to choose how they meet their recycling obligations, including whether they would like an UOMA to operate a program in Ontario. Would you be interested in an Ontario UOMA operating a program on your behalf?**

**Une nouvelle loi, intitulée Loi de 2016 favorisant un Ontario sans déchets, a été ou sera prochainement proclamée en Ontario. Lorsqu'elle aura pleine force exécutoire, cette nouvelle loi permettra aux producteurs en Ontario de choisir comment ils respecteront leurs obligations en matière de recyclage, y compris s'ils souhaitent qu'une UOMA gère un programme en Ontario. Seriez-vous intéressé à ce qu'une UOMA en Ontario gère un programme en votre nom?**



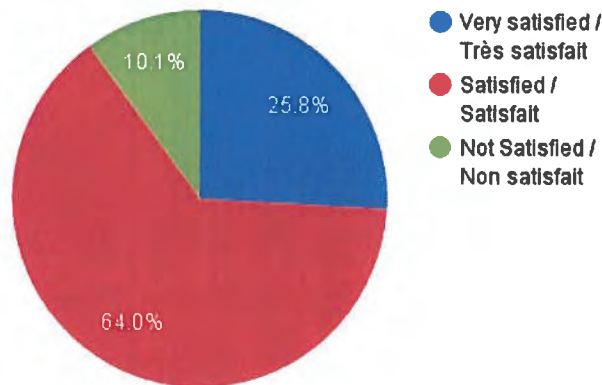
**One of the UOMA's tasks is to collect EHCs from stewards, and ensure the amount collected is accurate. How satisfied are you with**





**your experiences reporting to and interacting with the seven current provincial UOMAs?**

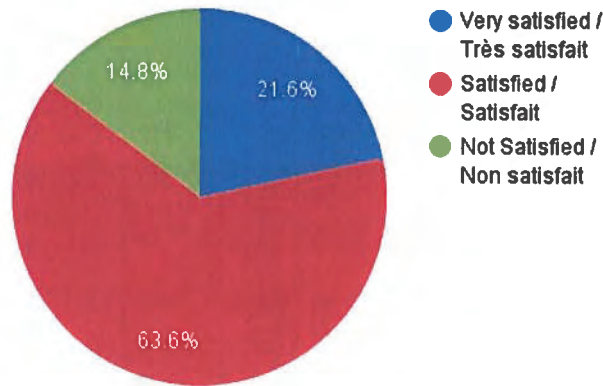
**Une des tâches de l’UOMA est de percevoir les redevances environnementales des producteurs et de s’assurer que les montants recueillis sont exacts. Dans quelle mesure êtes-vous satisfait de vos expériences de déclaration et d’interaction avec les sept UOMA provinciales actuelles?**



**The UOMAs aim to cooperate and harmonize each provincial operation as much as possible to maximize efficiency -e.g., harmonized product lists and definitions, EHCs, and EHC compliance auditing. How satisfied are you with the amount of harmonization achieved so far among the current seven provincial UOMAs?**

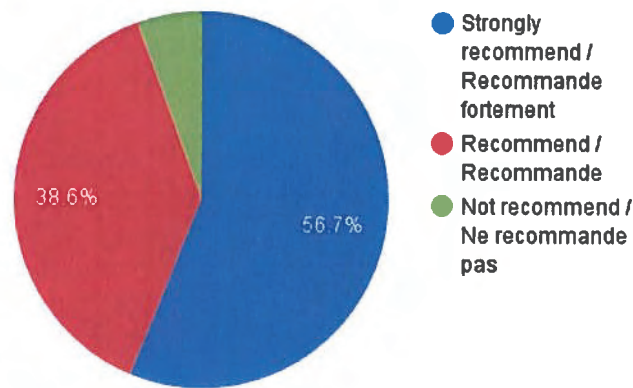
**Les UOMA cherchent autant que possible la collaboration et l’harmonisation avec chaque association provinciale pour optimiser l’efficacité, par exemple par des listes et des définitions harmonisées des produits, des redevances environnementales et la vérification de la conformité des redevances environnementales chez nos membres communs. Dans quelle mesure êtes-vous satisfait du degré d’harmonisation atteint jusqu’à maintenant avec les sept UOMA provinciales actuelles?**





**One potential area of future harmonization that could be considered is the creation of “one national website window” for stewards to file EHCs. Would you recommend this initiative to the UOMA’s?**

**Un aspect potentiel d’harmonisation future qui pourrait être envisagé est la création d’une « fenêtre unique du site Web national » où les producteurs pourraient déclarer les redevances environnementales. Recommanderiez-vous cette initiative aux UOMA?**





January 23, 2017

# UOMA INITIAL FILL (OEM) CATEGORY SUMMARY UPDATE – FIRST NOTICE

## UOMA INITIAL FILL (OEM) CATEGORY SUMMARY UPDATE – FIRST NOTICE

In 2013, the Used Oil Management Associations (UOMAs) began collecting Environmental Handling Charges (EHCs) on oil, antifreeze and filters contained in original equipment (OEM).

As part of our efforts to continually improve administrative efficiency, fairness, and EHC compliance, the Associations are undertaking a review of the *Initial Fill (OEM) Category Summary*. The main goal is to clarify category classifications for some of the more difficult to classify on- and off-road vehicles and equipment. [Click here](#) for the current list outlining the UOMAs' obligated OEM categories and the oil, antifreeze and filter volumes and counts associated with each category.

A consultation document inviting stakeholder participation will be emailed to OEM-remitting UOMA members and also posted on the UOMAs' national website [www.usedoilrecycling.com](http://www.usedoilrecycling.com) by **March 1, 2017**.

Following receipt of the consultation document, stakeholders are invited to respond on or before **April 30, 2017**.

OEM-remitting UOMA members will receive the updated 2018 Initial Fill (OEM) Category Summary in **September 2017** for implementation on **January 1, 2018**.

Rod Rosenfelt  
Chair  
NUOMAAC



March 15, 2017

# CONSULTATION TO UPDATE THE "INITIAL FILL (OEM) CATEGORY SUMMARY" CONSULTATION TO UPDATE THE "INITIAL FILL (OEM) CATEGORY SUMMARY"

## **OEM stakeholders:**

In 2013, the Used Oil Management Associations (UOMAs) began collecting Environmental Handling Charges (EHCs) on oil, antifreeze and filters contained in original equipment (OEM). As part of our efforts to continually improve, the Associations are undertaking a review of the *Initial Fill (OEM) Category Summary*.

The primary goals of this review are to improve the Associations' collective administrative efficiency, ease stewards' interpretation of the OEM Category Summary, and improve EHC compliance. The Associations aim to do this by clarifying the category classifications for some of the more difficult to classify on- and off-road vehicles and equipment, combine reporting categories where it makes sense; and avoid adding OEM levies to vehicles or equipment that would increase administrative burden disproportionately to the funds collected.

The consultation document (in [French](#) and [English](#)) is being emailed to OEM-remitting UOMA members and was also posted here on the UOMAs' national website on **March 15, 2017**. Following receipt of the consultation document, stakeholders are invited to respond on or before **May 15, 2017**. OEM-remitting UOMA members will receive the updated 2018 Initial Fill (OEM) Category Summary in September 2017 for implementation on **January 1, 2018**.







June 23, 2017

# MATERIALS RECYCLED

# MATERIALS RECYCLED

The proof is in the numbers. The overall amount of each product type collected for the current reported fiscal year, 2016, is down marginally over 2015 but this matches the lower sales numbers over the same period.

UOMA	OIL (MILLION LITRES)	FILTERS (MILLIONS OF UNITS)	PLASTIC OIL CONTAINERS (MILLION KG)	GLYCOL / ANTIFREEZE (MILLION LITRES)	ANTIFREEZE CONTAINERS (MILLION KG)
British Columbia	46.44	5.57	1.61	2.61	Combined with plastic oil containers
Alberta	86.12	7.41	2.17	N/A	N/A
Saskatchewan	18.33	1.99	0.43	0.31	Combined with plastic oil containers
Manitoba	14.3	1.54	0.26	0.39	0.03
Quebec	60.38	9.64	2.15	1.76	0.09
New Brunswick	3.69	0.97	0.24	0.12	0.01
Prince Edward Island	0.15	0.11	0.06	0.02	0
TOTAL	211.08 (million litres)	27.23 (million filters)	6.92 (million kg)	5.21 (million litres)	0.13 (million kg)

The newest programs, New Brunswick and PEI, however, achieved volumes above the required objectives for all designated products.

To determine the annual amounts collected, the associations also factor in how much a product, such as used oil, is consumed in use as well as collected and reprocessed. In New Brunswick and PEI, for example, it is permissible to burn used oil in small furnaces.

Manitoba is conducting a study on what volume of antifreeze is available for recovery and where it goes if not recycled.

With the increase in use of non-metallic filters, the conversion rate for the value of a barrel of filters needs to be studied and adjusted. For plastic containers in Saskatchewan, the re-use of the 20 litre pail by farmers is included in the total annual volumes.

For details on volumes collected by each provincial association, their 2016 annual reports are available on line at [www.usedoilrecycling.com](http://www.usedoilrecycling.com). Click on your province and follow the links.



## FACILITATING THE RECOVERY, RECYCLING AND REUSE OF USED OIL AND ANTIFREEZE MATERIALS.

FACILITATING THE RECOVERY, RECYCLING AND REUSE OF USED OIL AND ANTIFREEZE MATERIALS.

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June 23, 2017

# ECONOMY ECONOMY

Lower crude oil prices definitely affect the UOMA's revenue stream. Fewer lubricating products on which Environment Handling Charges (EHC) are levied mean fewer dollars remitted to each provincial association. The EHC funds the R



Incentives (RI) which drives the collector/processor network. It's a proven economic model requiring prudent financial management in all economic climates.

Also lower commodity prices for used oil, antifreeze, plastic containers and filters force collectors/processors to adjust their collection schedules. Materials get stockpiled as the demand drops.

To keep the cycle of recovery and reuse going during Canada's current sluggish economy, the Quebec association (SOGHU), for example, developed a creative solution – a temporary and variable incentive for processors based on the price of crude oil. SOGHU, which also manages the New Brunswick and Prince Edward Island programs, maintained collection services achieving over 90% recovery of available materials.





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June 23, 2017

# COLLECTION FACILITIES COLLECTION FACILITIES



Year-round collection facilities, easily accessible, are the cornerstone of Canada's used oil and antifreeze materials program. However, there are challenges. It's a messy business, and a location has to be equipped to properly manage these potentially hazardous materials.

British Columbia, Alberta and Saskatchewan have all seen a decline in the number of facilities. However, the base is solid and each association is working to shore up any location that requires a conveniently located collection facility.

Manitoba's network has matured at 95, and the association is working on adding more licensed facilities in Winnipeg.

Quebec continues to develop its network which currently has more than 1025 facilities.

New Brunswick and PEI have a total of 206. These include Port Authorities where ships in harbour can recycle used oil and antifreeze materials.



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June 23, 2017

# NORTHERN & REMOTE COMMUNITIES NORTHERN & REMOTE COMMUNITIES

Looking northward, the UOMAs are addressing the need to recover and recycle used oil and antifreeze materials in northern and remote Canadian communities.

They face huge logistic problems. Where and how to situate a regional collection facility. Long distances for collectors to travel. Communities accessible by winter roads only.

In Manitoba, MARRC partners with other Provincial Stewardship Programs to bring recycling solutions to Remote Northern Communities. The Association works with the First Nations and has been successful with projects that have taken place in St. Theresa Point, Churchill and Bloodvein.

In Quebec, SOGHU is partnered with other provincial stewardship programs (including paint, electronics, batteries and light bulbs) to work cooperatively in six Nunavik municipalities under the auspices of the Kativik Regional Government.



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June 23, 2017

# OUTREACH, WEBSITE & SOCIAL MEDIA, AND NUOMAAC OUTREACH, WEBSITE & SOCIAL MEDIA, AND NUOMAAC



## OUTREACH

Personal communications works to promote responsible used oil and antifreeze materials recycling. Summer Ambassador programs in the four western Canadian UOMAs along with trade show attendance in New Brunswick and PEI meet potential recyclers where they live. More detail is available in the annual reports.

## WEBSITE & SOCIAL MEDIA

The national website, [www.usedoilrecycling.com](http://www.usedoilrecycling.com) is the main portal through which visitors can click to get to a specific provincial UOMA. Current information for the public and businesses is accessed through both the national and individual provincial sites.

Use of different social media platforms is growing slowly but will develop over time as the need arises.

## NUOMAAC

The acronym stands for the National Used Oil Material and Antifreeze Advisory Council. Comprised of the seven provincial UOMAs, NUOMAAC provides seamless and enhanced services to our combined 504 members located across Canada.

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December 29, 2017

# NOTICE TO OEM STAKEHOLDERS NOTICE TO OEM STAKEHOLDERS

**OEM STAKEHOLDERS:**





In 2017, the Used Oil Management Associations of Canada - including, the (BCUOMA); Alberta Used Oil Management Association (AUOMA); Saskatchewan Association for Resource Recovery Corp. (SARRC); Manitoba Association for Resource Recovery Corp. (MARRC); Société de gestion des huiles usages du Québec (SOGHU); and Atlantic Used Oil Associations (UOMA NB and UOMA PE) -undertook a stakeholder consultation to review the Original Equipment Manufactured (OEM) categories for the initial fill of lubricating oil, automotive glycol fluid (anti-freeze/coolant), and oil filters, as outlined in the *Initial Fill (OEM) Category Summary, 2015*.

The Associations have collectively approved an updated *Initial Fill (OEM) Category Summary*, which will be effective April 1, 2018. [Click here to view the Letter to OEM Members](#) sent on behalf of the UOMAs in Canada on December 29, 2017.

For questions in English please contact Jean Duchesneau ([Jean.duchesneau@soghu.ca](mailto:Jean.duchesneau@soghu.ca)) Directeur général / General Manager, SOGHU/UOMA Atlantic.





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December 29, 2017

**LETTER TO OEM MEMBERS  
SENT ON BEHALF OF THE  
UOMAS IN CANADA  
LETTER TO OEM MEMBERS  
SENT ON BEHALF OF THE  
UOMAS IN CANADA**

December 29, 2017

Dear OEM Member/EHC Registrant:

In 2017, the Used Oil Management Associations (UOMAs) in Canada undertook a stakeholder consultation to review the Original Equipment Manufactured (OEM) categories for the initial fill of lubricating oil, automotive glycol fluid (anti-freeze/coolant), and oil filters. A consultation document was posted nationally on each UOMA's website and the national UOMA website, and consultation was actively undertaken between February and August of this year. All stakeholder input was reviewed by the National Used Oil Material and Antifreeze Advisory Council and the Boards of each UOMA.

A summary of the recommendations stemming from the consultation include:

- The UOMAs should adopt existing definitions for automotive categories, such as those defined on the Natural Resources Canada Fuel Consumption Guide;
- To consider additional truck categories to provide more precise definition and better account for the range of fluids and filters contained in trucks sold in Canada; and
- No comments were received regarding other OEM categories.

As a result, the following changes are being made to OEM Categories for sales effective April 1, 2018 in each province:

- The vehicles in the Car and Light Truck categories will be classified as a Car or a Light Truck as per the Natural Resources Canada Fuel Consumption Guide (updated annually);
- A new Medium Duty Truck category has been added for all trucks ranging in Gross vehicle weight rating (GVWR) from 8,501 – 19,500 lbs; and
- Vehicles in the new Medium Duty Truck category have been assigned an initial fill of 27L of hydraulic and lubricating oil, 17L of Coolant Premix, 2 small filters, and 0 large filters for reporting and Environmental Handling Charge (EHC) remittance.
- The Heavy Duty Truck category is now defined as all trucks ranging in Gross vehicle weight rating (GVWR) from 19,501 – 33,000 lbs, for which the reporting and EHC remittance rates remains the same.

Thank you to all stakeholders who took the time to provide input into this consultation. We greatly appreciate your help.

Sincerely yours,

**David Lawes**

**BCUOMA**

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**Jean Duchesneau**

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T (506) 381-1282 or (877) 987-6448 (UOMA Atlantic)  
F (450) 447-9988 (SOGHU)  
F (855) 497-7505 (UOMA Atlantic)



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September 21, 2018

# NATIONAL GLYCOL (ANTIFREEZE) AVAILABLE FOR COLLECTION STUDY

# NATIONAL GLYCOL (ANTIFREEZE) AVAILABLE FOR COLLECTION STUDY

While sales of glycol (antifreeze) fluid have been stable over t



last few years, as confirmed by the Environmental Handling Charges (EHC) remitted by our Members, collection rates continue to be lower than expected for all of the Used Oil Management associations that have this designated product to manage per their provincial (British Columbia, Saskatchewan, Manitoba, Ontario, Quebec, New-Brunswick and Prince Edward Island) regulation. The low collection rates may be a result of assumptions made about the amount of glycol available for collection and re-use. The current amount available for collection is currently near 45% of the amount sold for all Associations. This available for collection rate was determined by a national study conducted before the different provincial regulations came out and, as such, this national study did not consider many field factors that the associations are now aware of after several years of operation.

The main question remains: where is the used glycol (antifreeze) going?

Consequently, UOMA Canada has developed a methodology with a firm specializing in environmental studies in order to establish an updated available for collection rate.

The methodology will determine the amount available for collection for 3 sectors:

1. Automotive Sector: passenger cars, and light trucks class 1 and 2;
2. Road Transportation Sector: freight trucks and buses;
3. Other Sectors: Off-road machinery used in agriculture, forestry, construction, public services, mining, oil and gas (tractors, loaders, excavators, bulldozers, forklift).





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September 21, 2018

# BEST PRACTICES FOR USED OIL MANAGEMENT BEST PRACTICES FOR USED OIL MANAGEMENT

The Used Oil Management Associations (UOMAs)  
presented the Canadian perspective on used oil

management best practices during a global webinar hosted by the Product Stewardship Institute on May 25th, 2018. Over 200 participants registered for the webinar from 9 countries, including Canada, the United States, Belgium, Chile, Germany, Hong Kong, Netherlands, Philippines, and Singapore.

Best practices from Canadian programs were provided by David Lawes (BCUOMA) and Ethan Richardson (SARRC), while Frank Vanderpooten provided experiences in Belgium as director of Valorlub, and Detlev Bruhnke of Avista Oil discussed the process and benefits of re-refining oil in the USA and in Germany.

The webinar generated many ideas for follow up discussion. As part of a post-webinar survey, 100% of the respondents rated the quality of the speakers as good or excellent and supported continuation of the conversation about used oil management globally. The UOMAs will continue to share what we have learned from over 20 years of delivering Extended Producer Responsibility based recycling in Canada, and to learn from experiences across the world.

A free recording of the webinar can be found on the [Product Stewardship Institute website](#).





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October 25, 2019

# LOCAL INITIATIVES: BRITISH COLUMBIA

# LOCAL INITIATIVES: BRITISH COLUMBIA

## AWARENESS

In the most recent Consumer Awareness Benchmark Study for all British Columbia Stewardship Programs (2018), 71% of respondents indicated awareness of the used oil and antifreeze materials recycling program managed by the British Columbia Used Oil Management

Association (BCUOMA). And 84% believed the products collected in the BCUOMA program are properly managed.

The awareness numbers are positive. But BCUOMA continues to build on increasing awareness with communications targeting both the general public and its Return Collection Facilities (RCF) partnerships.

## OUTREACH

BCUOMA uses traditional and digital media campaigns as well as social media and its website ([www.bcusedoil.com](http://www.bcusedoil.com)) to deliver timely communications to target audiences.

More direct outreach is accomplished by supporting and participating in events relevant to recycling. BCUOMA supports Community Round-Ups where residents bring their recyclables to the same location ensuring used oil, antifreeze and related products were safely collected and recycled.



**BOOTH AT SUN FESTIVAL**

Community events give BCUOMA the opportunity to interact directly with the general public. This summer, the Association sent street teams to a number of large-scale events like the Celebration of Light Fireworks, Caribbean Days, Vancouver Pride, Kits Fest and the Sea

Wheeze Half Marathon & Sun Festival. BCUOMA also had a consumer information booth at the Tsawwassen Sun Festival Car Show 'N Shine.

Industry events too are important. BCUOMA was a sponsor at the Union of BC Municipalities Conference. Here the Association set up a modified 10 foot sea container designed as a completely self-contained recycling unit. This kind of unit interests municipalities that want to provide residents access to safe and secure recycling.

## **COLLABORATION**

Collaboration comes in many forms such as sponsorships and infrastructure grants. BCUOMA's infrastructure grants are available to registered RCFs, municipalities, private businesses, non-profit organizations and other sectors requiring additional infrastructure for their facility.

The most significant infrastructure upgrade BCUOMA provides is its modified sea containers. Available in 6, 10 and 20 foot options, each container is a self-contained recycling unit. Each seacan includes a used oil storage tank, drums for antifreeze and filters, bags for used plastic containers and a spill-proof floor.



SEA CONTAINER

## RESULTS

In outreach and support, the 2019 results for BCUOMA are significant. The Association approved funding for 10 community Round-Up events; approved 24 Infrastructure Grants; attended 9 high-traffic community outreach activities; and participated in four industry-related events.



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October 25, 2019

# LOCAL INITIATIVES: MANITOBA

## LOCAL INITIATIVES: MANITOBA

### AWARENESS

Steinbach is Manitoba's third largest city and the regional economic hub of the south-eastern part of the province. The city and the surrounding farming communities reflect a strong Mennonite influence with orderliness and a commitment to a clean environment.

On Saturday, June 8th, to raise awareness of the importance of used oil and antifreeze materials recycling, the City of Steinbach, with the



support of the Manitoba Association for Resource Recovery Corp. (MARRC) hosted Oil Recycling Day at the landfill.



**STEINBACH ECOCENTRE WITH RECYCLERS & PRODUCT**

For every 5 litres of used oil dropped off, the recycler received a coupon to be redeemed for free oil. And, over the lunch hour, recyclers could buy a hot dog with a drink for a toonie!

The results from this one community’s awareness-building activity were 119 customers dropping off 4,450 litres of used oil.

**OUTREACH**

Outreach for the Association is province-wide through communities like Steinbach in the south-east corner; to northern remote communities such as St. Theresa Point and Churchill; through the program’s 94 licensed collection points across the province and 18 collection points in Winnipeg including the One-Stop-Shops at the Brady Landfill, Pacific Ave. & Panet Road locations.

MARRC's recycling message is delivered in person through its active Ambassadors program accompanied by mascots Mr. & Mrs. Oil Drop; over the air on local radio and through print advertising and imaginative promotions.



**MRS. OIL DROP & CHINESE CULTURAL EVENT**

Mr. Oil Drop visited the Town of Pilot Mound's elementary school on Earth Day, Monday, April 22nd. Mrs. Oil Drop travelled to Dauphin for EcoDay during national Environment Week this past June. Whether it's in a parade like Gimli's Icelandic Festival or Winnipeg's Chinese Cultural Festival, the mascots are there highlighting the importance of recycling.

## **COLLABORATION**

Since its inception in 1997, MARRC's success has been built through meaningful collaboration.

MARRC's Ambassador program contracts employees throughout the summer months needed to tour the province promoting recycling.



The Association does this in collaboration with the Health Product Stewardship Association (HPSA) (recovering out-dated medication) and Call2Recycle (old batteries and cell phones).



Throughout the province, MARRC connects with communities and organizations to promote used oil and antifreeze materials recycling.

## RESULTS

The results of MARRC's local initiatives in 2019 are positive. The Ambassadors attended 44 separate events, totaling over 110 days, from mid-April to early September. Some events were just one day; others were longer, like the annual Red River Exhibition which ran 10 days.

During these events, the Ambassadors conducted a brief survey with visitors to determine their knowledge of recycling used oil and antifreeze materials, and advised them of where the products can be recycled. This year, they conducted 10,004 surveys collecting valuable information for MARRC on awareness of the program.

This provides a snap-shot of MARRC's local initiatives.

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October 28, 2019

# THE STATE OF UOMA PLASTICS RECYCLING IN CANADA

## THE STATE OF UOMA PLASTICS RECYCLING IN CANADA

Plastic recycling has been in the news quite a bit lately. Market conditions have changed, especially for low quality, mixed plastics as China and other countries started requiring imported plastic to be cleaner and better sorted. In addition, the Federal government, through the Canadian Council of Ministers of the Environment (CCME) has developed a [Strategy on Zero Plastic Waste](#) to guide management of plastics nationally, based on a circular economy approach.

Plastic collected for UOMA programs is different than the bails of mixed plastic material making the headlines. Oil containers collected (as well as antifreeze and diesel exhaust fluid containers in some jurisdictions) need to be washed thoroughly and remade into sellable feedstock before processors are eligible to receive incentives from the UOMA programs. These containers are also predominantly made of high-density polyethylene (HDPE – #2), and since program materials are not mixed with other recyclables at any point in the processes, the resulting clean feedstock retains value and can be sold directly to manufacturers. Of course, the quality of our recycled plastic feedstock depends on our members. Please continue to consider the type of plastics and the ease of recycling these plastics when determining appropriate product packaging.

Your recycling programs already fit nicely into the circular economy and should complement Canada's Strategy on Zero Plastic Waste. The UOMAs were developed by our members based on the Extended Producer Responsibility model, which is an important mechanism to 'close the loop' on waste.

So far, UOMA plastic recycling programs have not been significantly affected by market changes. The UOMAs are closely monitoring market conditions and have begun the process to better understand the full plastic supply change to inform future decisions. In addition, the UOMAs are investigating emerging plastic trends, such as an increase in non-deposit bulk plastic drums and changes in packaging to ensure that your requirements continue to be met.

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October 28, 2019

# NATIONAL UOMA COOPERATION WORKS FOR YOU, ITS MEMBERS

## NATIONAL UOMA COOPERATION WORKS FOR YOU, ITS MEMBERS

Since its formation in 2004, the National Used Oil Material and Antifreeze Advisory Council (NUOMAAC) has served as an effective partnership for the six Used Oil Management Associations in Canada who manage programs in eight provinces by providing a resource of information and experience that each program can draw upon in the recovery, recycling and reuse of used oil and antifreeze materials.

The regular communication among provinces – with monthly calls as well as an annual meeting – greatly benefits members, as one of the programs' overarching goals is establishing consistent national standards as well as streamlining administration and operations for all programs.

Although the programs differ in terms of the materials applicable for environmental handling fees, there is a foundation of support as the programs move forward in working with their respective governments to add more materials for recycling.

The Alberta Recycling Management Authority (ARMA) now has one full year under its belt in the management of their province's used oil materials recycling program since it was transitioned to their organization on October 1, 2018. ARMA's priority was to work collaboratively to ensure that it was a seamless shift for all parties including members, processors, collectors and generators of used oil materials. Additionally, ARMA's Used Oil Industry Council was an important element in the transition, with the majority of its members having been on the former AUOMA (Alberta Used Oil Management Association) Board. They continue to share their expertise as representatives from the manufacturing and retail sectors of used oil materials.

Important components of the collaborative approach include participating in joint projects such as a study on filters; unaccounted used oil; plastics flow; oil consumed in use; and continuing with the joint compliance reviews that are of great benefit to members with the efficiency of having one entity represent multiple programs.

NUOMAAAC's members look forward to adding value and enhancing the quality of each of our programs as we collectively continue to preserve and protect Canada's environment.

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October 28, 2019

**NEW WEB-BASED  
ENVIRONMENTAL HANDLING  
CHARGE REPORTING SYSTEM  
AVAILABLE IN EARLY 2020  
NEW WEB-BASED  
ENVIRONMENTAL HANDLING  
CHARGE REPORTING SYSTEM  
AVAILABLE IN EARLY 2020**

In the fall of 2016, the National Used Oil Material and Antifreeze Advisory Council (NUOMAAC) members were surveyed to determine their satisfaction with the provincial Used Oil Management Associations (collectively the UOMA) as service providers. The results provided us with constructive feedback including strong, across the board support for a new, modernized, web-based Environmental Handling Charge (EHC) reporting system to replace the current EHC forms spreadsheet-based reporting system.

Since that time, the provincial programs have worked with members and have collaborated with each other to develop a single Canada-wide EHC reporting system that will be available to all members starting in early 2020.

Going forward, members can expect to receive more information from us about the new system, including pre-launch training and post-launch support. The new system will provide members with a unique landing page where reporting data can be submitted, retained and tracked, and EHC program-related communications will be provided.

This collaboration among the provincial programs was guided through NUOMAAC, and is an excellent example of the benefits of this national committee and our collective goal to provide better service to our members.

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November 5, 2019

# USED OIL AND ANTIFREEZE PRODUCTS COLLECTION RATES: NATIONAL RESULTS BY ASSOCIATION – 2018

# USED OIL AND ANTIFREEZE PRODUCTS COLLECTION RATES: NATIONAL RESULTS BY ASSOCIATION – 2018





Scroll horizontally to view all associations.

	BCUOMA	ALBERTA RECYCLING (APRIL 2018 TO MARCH 2019 FISCAL YEAR)	SARRC	MARRC	SOGHU	UOMA NB	UOMA PE
<b>OIL</b>							
Amount sold (millions of litres)	97.3	170.9	38.1	27.2	103.9	14.5	2.1
Consumed in use or repurposed (millions of litres)	-43.7	-60.7	-13.5	-9.5	-28.2	-4.4	-0.6
Energy recovery/other use (millions of litres)						-5.6	-1.1
Total available for collection (millions of litres)	53.6	110.2	24.6	17.7	75.8	4.5	0.3
Collected (millions of litres)	50.6	84.5	18.3	15.6	62.1	3.6	0.2
Percent of available material collected	94%	77%	74%	88%	82%	91%	87%
<b>OIL FILTERS</b>							
Units sold (millions)	6.9	8.8	2.5	2.28	10.4	1.3	0.25
Total amount available for collection (millions)	6.9	8.8	2.5	2.28	10.4	1.3	0.25
Collected (millions)	6.0	7.2	1.9	1.57	10.0	1.2	0.14
Percent of available material collected	87%	81%	75%	69%	96%	91%	58%
<b>CONTAINERS: oil, antifreeze (except AB) and DEF (where applicable)</b>							
Sold (thousand KGs)	2,100	2,443	1,067	712.0	2,561	493	71
Total amount available for collection (thousand KGs)	2,100	2,443	1,067	712.0	2,561	470	71

	BCUOMA	ALBERTA RECYCLING (APRIL 2018 TO MARCH 2019 FISCAL YEAR)	SARRC	MARCC	SOGHU	UOMA NB	UOMA PE
Collected (thousand KGs)	1,800	2,299	466	350.7	2,274	273	64
Percent of available material collected	86%	94%	44%	49%	89%	35%	91%
<b>ANTIFREEZE</b>							
Litres sold (millions of litres)	12.7	N/A	3.5	4.6	16.1	2.0	0.33
Consumed in use or repurposed (millions of litres)	-9.5	N/A	-1.9	-2.6	-8.9	-1.1	-0.18
Total amount available for collection (millions of litres)	3.2	N/A	1.6	2.1	7.3	0.9	0.15
Collected (millions of litres)	2.5	N/A	0.3	0.4	1.8	0.1	0.02
Percent of available material collected	78%	N/A	16%	17%	25%	13%	15%



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November 6, 2019

# UOMA ATLANTIC WELCOMES NEWFOUNDLAND & LABRADOR AND NOVA SCOTIA

# UOMA ATLANTIC WELCOMES NEWFOUNDLAND & LABRADOR AND NOVA SCOTIA

**RECYCLING USED OIL/GLYCOL (ANTIFREEZE) PRODUCTS JUST GOT EASIER**



It's official! The province of Newfoundland and Labrador is recycling used oil/glycol products! That's good news for residents, businesses and industries in the province – and great news for the environment.

Over the summer UOMA Atlantic began the roll-out of the used oil/glycol recycling program across the province of Newfoundland and Labrador. Representatives of UOMA Atlantic visited or contacted over 400 garages and car dealerships to introduce the program and to establish community Collection Facilities. Over 100 Collection Facilities have been established to date – covering most of the regions of the province. While there's still more outreach to be done, UOMA's registered Collectors are now busy delivering infrastructure within the province to generators of used oil/glycol products. In addition, outreach has begun to the hundreds of Harbour Authorities in the province to help harbours get set up with the infrastructure they'll need to safely collect and recycle used oil/glycol products at the harbours.

As of October 1st, Environmental Handling Charges (EHCs) have been introduced on the products covered in the program. Over the past few weeks, UOMA Atlantic delivered a public awareness advertising campaign to ensure that residents, businesses, and industries operating in Newfoundland and Labrador are aware of the new regulations in place and of the new program to recycle used oil/glycol products.

This fall, in Nova Scotia, representatives of UOMA Atlantic also visited or contacted over 1000 garages and car dealerships to introduce the program and to establish Collection Facilities. Over 300 Collection Facilities have been established to date for a program that will begin January 1, 2020.

For more information on the roll-out of the used oil/glycol recycling program in Newfoundland and Labrador contact the UOMA Atlantic representative in NL, Mona Rossiter at [mona.rossiter@uoma-atlantic.com](mailto:mona.rossiter@uoma-atlantic.com) and for Nova Scotia contact UOMA Atlantic representative – Albert Girard at [albert.girard@uoma-altantic.com](mailto:albert.girard@uoma-altantic.com).

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April 17, 2020

# MEMBER REPORTING AND PAYMENT DURING THE COVID- 19 PERIOD

# MEMBER REPORTING AND PAYMENT DURING THE COVID-19 PERIOD

April 17, 2020

Dear Member,



Across Canada, we understand that recent events have caused disruptions to many businesses and may impact accounting, reporting, and administrative capacity across the supply chain.

To date, waste management activities have been considered essential services and we continue to operate your recycling programs to the best of our abilities. Many Used Oil Management Associations (UOMAs) have adjusted staffing and logistics to enable remote working, are developing interim measures and are developing contingencies should recent disruptions continue. In addition, we are working with generators, collectors and processors to enable them to continue their businesses within the appropriate government guidelines.

Considering the unprecedented situation, we would like to assure our Members that they can remit and report on the Environmental Handling Fees collected on your sales as soon as administratively possible. If you expect delays or other issues with your regular reporting, please contact EHC One-Window Support ([ehcsupport@usedoilrecycling.ca](mailto:ehcsupport@usedoilrecycling.ca)) or your local UOMA at your earliest convenience and we will do our best to accommodate.

We hope for the best for you and your business once things have returned to normal.

Thank you,

UOMAs of Canada

David Lawes, *Chief Executive Officer*, BCUOMA

Ed Gugenheimer, *Chief Executive Officer*, Alberta Recycling

Ethan Richardson, *Executive Director*, SARRC

Ron Benson, *Executive Director*, MARRC

Jean Duchesneau, *Directeur général*, SOGHU and UOMA Atlantic



**FACILITATING THE RECOVERY,  
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**FACILITATING THE RECOVERY, RECYCLING AND REUSE OF  
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November 4, 2020

# AUTOMOTIVE FLUID CONTAINER TRENDS AUTOMOTIVE FLUID CONTAINER TRENDS

With the knowledge that the current recycling rate of containers sold in Canada sits at around 85%, the BC Used Oil Management Association recently commissioned a national survey and study of the Lubricating Oil and

Antifreeze Packaging Circular Economy on behalf of all the UOMAs.

The study contains a significant amount of research collected by engaging with packaging manufacturers, Members (i.e., fillers of plastic containers) and recyclers/processors which should be of interest to all involved. Key highlights include:

- Observed trends toward increased specialization of fluids and packaging as well as smaller container size;
- Difficulties identified with reuse of bulk containers;
- Increase in the prevalence of PVC pouches; and
- Possible solutions suggested such as changes to existing programs, examining container reuse and development of biodegradable containers.

Full results of the study prepared by DesRosiers Automotive Consultants Inc. **can be found here**. In addition to reviewing the original report, we encourage you to participate in the virtual webinar below.

**MARK YOUR CALENDARS:** On November 24th at 1:30pm EST / 10:30 PST, UOMA will present a virtual webinar for members where this study will be discussed with representatives from DesRosiers. Further details will be forthcoming.



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# EHC ONEWINDOW UPDATE

# EHC ONEWINDOW UPDATE

The EHC OneWindow program was developed through a massive collaborative effort by the UOMAs in response to our members request for a single, Canada-wide EHC reporting system. A key focus throughout the development process has been cost efficiency which has been achieved by cost sharing and controlled licensing.

After launching in January 2020 to monthly remitters only, the system was expanded to reach quarterly remitters in



April and the plan is to launch Phase 3 to Annual Remitters by January 1, 2021.

Feedback to date has been very positive; with members expressing their satisfaction with the system's ease of use. Many users have specifically mentioned their appreciation of the fact that all remittances have been combined to one report.

Eight months after the launch, here are the relevant numbers:

### **OneWindow Users Registered on System:**

- 851

### **Members Registered:**

- Monthly (5%)
- Quarterly (75%)
- Annual (20%)

### **# of Filings:**

- ~3,700

### **Approximate Revenue Collected:**

- \$31million (pre-tax)

For more information and to see a demo, please visit:

[www.pictus.ca/demo](http://www.pictus.ca/demo)



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# NATIONAL UPDATE TO THE AMOUNT OF ANTIFREEZE AVAILABLE FOR COLLECTION

# NATIONAL UPDATE TO THE AMOUNT OF ANTIFREEZE AVAILABLE FOR COLLECTION

In its continuous effort to understand the possibilities and limitations of product recovery, UOMA has launched a series of studies across Canada in order to obtain sufficient data to update recoverable antifreeze rates nationwide.

Two studies were conducted across several Canadian provinces. The first, in 2011, was commissioned to Dessau and NI Corporation by SOGHU in order to evaluate the potential for antifreeze recoverable in each of the seven provinces involved. The study concluded by suggesting rates of recoverable antifreeze varying from 38% to 48% depending on the province and the calculation methods used. In 2018, a second study was conducted by the Canadian UOMA's, who commissioned Chamard Stratégies Environnementales (merged with the Consulting Services Division of NI Corporation) in hopes of updating and, if possible, quantifying this recoverable potential based on more recent data regarding main categories of users. The sectors taken into account by the study were Automobiles, Road Transportation and Others. In light of this context, Chamard evaluated the potential recoverable antifreeze for the reference year of 2018. The study concluded by suggesting varying rates of recoverable antifreeze, ranging from 41% to 69% depending on the province and the calculation methods used. This result suggests that there has been very little change in industry practices and vehicle cooling system over the past 10 years in Canada.

Additionally, the study revealed two specific situations in which the antifreeze is not accounted for by the associations. The first one is the volume of antifreeze recovered in used oil. Although antifreeze represents only 1% of the volume of used oil collected, this single percent is very significant considering the difference between the amount of antifreeze in circulation compared to that of oil. The presence of antifreeze in used oil can be explained, in part, by bad habits from generators who mix all fluids recovered as part of their operations. This portion is considered recoverable because proper practices can be implemented in order to accumulate glycol separately. Moreover, a significant amount of antifreeze unaccounted for comes from volumes recovered by vehicle recyclers. The calculation based on a larger number of respondents show that a national average of 13.2% of antifreeze transiting through vehicle recyclers will be resold without ever being collected and processed through any of the UOMA programs.

The UOMA's strive to achieve better result and adapt to an evolving industry. Each province encounters its own set of circumstances, and further studies may be conducted by provincial UOMA's in the future in order to get a more personalized assessment of the situation on a provincial level specifically.

Based on the findings of these studies, and by using the data they provide, the UOMA's will be able to effectively address the problematic of antifreeze recovering. With a clearer idea of where the gaps are and what volumes they account for, the associations now have a better understanding of where to

concentrate their awareness efforts. They will reach out to generators and vehicle recyclers to promote better practices in order to directly impact the volumes of used antifreeze recovered going forward.

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**FACILITATING THE RECOVERY,  
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November 4, 2020

# COMPLIANCE AND AUDIT PROCESS COMPLIANCE AND AUDIT PROCESS

Compliance Reviews or audits are conducted on a 3 to 4 year rotation with all Members of the Used Oil Associations across Canada.

The contractual document under primary review is the Membership Agreement signed by all Members. Although Alberta's used oil materials recycling program does not utilize the Membership Agreement concept, they adhere to the same standard review process as the other provincial programs. The Quebec association (SOGHU) must proceed with an audit as stipulated in the Regulation respecting the recovery and reclamation of products by enterprises (EPR).

This standard review or audit process includes sample testing on Environmental Handling Charge (EHC) applicable sales, and based on this sample testing, assessing whether or not the EHC is being remitted on the applicable quantities sold, at the applicable provincial rate and remitted to the appropriate provincial association.

Also under review is the Article that states that a Member acknowledges and agrees that if a Member is selling or supplying Designated Material to another Member of the Corporation in good standing or is selling or supplying Designated Material for use outside of their respective Province, then no assessment or remittance of EHC is required with respect to that sale or supply.

Also, a Member supplying to another Member is to have a document on file acknowledging which Member will be submitting the EHC remittance.

We draw this information to your attention in preparation for when your next Compliance Review is scheduled.



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November 4, 2020

# UOMAS LOOK TO EXPAND ORIGINAL EQUIPMENT MANUFACTURER DEFINITIONS

## UOMAS LOOK TO EXPAND ORIGINAL EQUIPMENT MANUFACTURER DEFINITIONS

The UOMAs would like to provide an update on the national project to identify and register original equipment manufacturers (OEM) in the appropriate used oil materials recycling program/s.

To review the background on this project, on April 1, 2014 limited OEM categories were added to the eligible list for the initial fill of lubricating oil, automotive glycol fluid and oil filters. This was due to the fact that initial fill material was collected throughout the national programs and therefore environmental handling charges (EHCs) would need to be collected and remitted by OEMs to help fund the cost to recover this material.

In order to ensure a level playing field amongst suppliers of eligible oil materials across Canada, this year the UOMAs undertook a joint project to conduct a search identifying OEM manufacturers who supply eligible products into various provinces but are not registered with the programs.

Based on this search, 273 businesses were identified as supplying into multiple jurisdictions and requiring registration. The following table indicates the breakdown of these suppliers who received registration information packages in March 2020 pertaining to the applicable programs. *Note – for Alberta’s program, suppliers were given direction to complete their registration by June 1 with the September quarter being the first for which they would report and remit on.*

To date 22 registration applications have been received and the UOMAs are reaching out to the remaining companies on a monthly basis via email and phone call. This has resulted in some very beneficial discussions that will help keep the registration process moving.

CATEGORIES	NUMBER OF SUPPLIERS TO BE REGISTERED	APPLICATIONS RECEIVED
Agriculture	22	7
Automotive	27	1
Construction Equipment	57	3
Electrical Equipment	33	1
Forestry Equipment	23	
Recreational	60	7
Riding Mowers and Utility Vehicles	17	1
Specialized Equipment	34	3

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October 21, 2021

# CHANGES TO ORIGINAL EQUIPMENT MANUFACTURING (OEM) CATEGORIES (EFFECTIVE JAN 1, 2022)

## CHANGES TO ORIGINAL EQUIPMENT MANUFACTURING (OEM) CATEGORIES (EFFECTIVE JAN 1, 2022)



The BC Used Oil Management Association, Saskatchewan Association for Resource Recovery Corp., Manitoba Association for Resource Recovery Corp., La Société de Gestion des Huiles Usagées in QC and the Atlantic Used Oil Management Association (NB, PEI, NFLD and Labrador, NS) wish to inform all Members that additions to the OEM Categories that were effective for all **sales occurring on or after July 1, 2020 in Alberta** by the Alberta Recycling Management Authority (ARMA) will become effective on all applicable **sales occurring January 1, 2022 in these jurisdictions (BC, SK, MB, QC, NB, PE NL and NS)**.

Effective on the dates noted above there is a requirement for OEM Members to:

- Report and remit EHC on all OEM products supplied into the applicable provinces, not just the currently defined OEM equipment;
- Report and remit EHC on actual quantities of included materials (oil, oil filters and anti freeze) included in the products sold but not included in the currently defined OEM equipment;
- Report and remit EHC on two new OEM Categories, Specialized Equipment and Recreational Equipment. Members must report and remit actual quantities of included materials (oil, oil filters and anti-freeze) included in the products sold in these two new Categories.

A summary of these changes is presented in the chart below:

OEM CATEGORY	DEFINED OEM PRODUCTS	ADDITIONALLY, REPORT AND REMIT EHC ON ACTUAL QUANTITIES OF INCLUDED MATERIALS (OIL, OIL FILTERS AND ANTI-FREEZE) INCLUDED IN (SEE NOTE BELOW*):
<b>Automotive</b>	Cars, Light Trucks, Medium Duty, and Heavy Duty Trucks, Buses and Motorhomes/ Recreational Vehicles	No Changes
<b>Electrical Equipment</b>	Transformers and Capacitors	All other Electrical Equipment including but not limited to: Mobile/Portable Light Towers, Generators, Compressors, Auxiliary Power Unit (APU)

<b>OEM CATEGORY</b>	<b>DEFINED OEM PRODUCTS</b>	<b>ADDITIONALLY, REPORT AND REMIT EHC ON ACTUAL QUANTITIES OF INCLUDED MATERIALS (OIL, OIL FILTERS AND ANTI-FREEZE) INCLUDED IN (SEE NOTE BELOW*):</b>
<b>Riding Mowers and Utility Vehicles</b>	Commercial use only	All Mowers and Utility Vehicles
<b>Agriculture Equipment</b>	Combine, Forage Harvesters, Tractors, and Wind Rowers	All other Agricultural Equipment including but not limited to: Aerators, Balers
<b>Construction Equipment</b>	Dozer, Dumper, Excavator, Grader, Horizontal Direction Drills, Kg. Pipe Layers, Rollers, Kg. Rollers, Scrapers, and Trenchers	All other Construction Equipment including but not limited to: Dredgers, Power Shovel, Reclaimer, Backhoe, Pipelayer/Sideboom, Compaction Equipment
<b>Forestry Equipment</b>	Attachments (Planting, Site Preparation), Feller, Feller Bunchers, Harvesters, Log Loaders, Processors, Slashers, and Skidders	All other Forestry Equipment including but not limited to: Yarder, and Forwarder
<b>Recreational Equipment</b>		All Recreational Equipment including but not limited to: ATVs, Motorcycles, Utility Vehicles/Side-by-Sides, Snowmobiles, Personal Watercraft, Boats, and Golf Carts.
<b>Specialized Equipment</b>		All Specialized Equipment including but not limited to: Airport/Tarmac Vehicles/Equipment, Mining, Military Equipment, Emergency Vehicles, and Miscellaneous Rental Equipment.

Effective for sales on or after **July 1, 2020 in AB**

Effective for sales on or after **January 1, 2022 in BC, SK, MB, QC, NB, PE NL and NS**

A schedule for Training Webinars to explain the impact on EHC filings on the EHC One Window Online System will be released at a later date.

If you have any questions, please contact Chris Leary at [cleary@usedoilrecycling.ca](mailto:cleary@usedoilrecycling.ca).

Chris Leary

Used Oil Management Associations of Canada

Usedoilrecycling.com

## OEM Categories

The following categories and equipment are examples of OEM products (non-exhaustive list). Questions regarding applicability of specific materials not identified on the list should be directed to the individual UOMA program. **NOTE: The OEM Categories of Recreational and Specialized Equipment are currently only applicable in Alberta Used Oil Program, effective July 1, 2020.**

OEM CATEGORIES	CURRENT EQUIPMENT EXAMPLES– INCLUDING BUT NOT LIMITED TO:	ADDITIONAL EQUIPMENT EXAMPLES – INCLUDING BUT NOT LIMITED TO:	Change
Automotive	Cars, Light Trucks, Medium Duty, and Heavy Duty Trucks, Buses and Motorhomes		No change – note has been clarified to note that all
Electrical Equipment	Transformers and Capacitors	Mobile/Portable Light Towers, Generators, Compressors, Auxiliary Power Unit (APU)	Additional examples provided and Pictus catalogue has had an “all other electrical equipment” sub-category added
Riding Mowers and Utility Vehicles	Commercial use only	Commercial use only, except for Alberta Used Oil Program where all mowers are included effective July 1, 2020	Additional examples provided and Pictus catalogue has had an “all other electrical equipment” sub-category added
Agriculture Equipment	Combine, Forage Harvesters, Tractor, and Wind Rowers	Aerators, Balers	Additional examples provided and Pictus catalogue has had an “all other agricultural equipment” sub-category added
Construction Equipment	Dozer, Dumper, Excavator, Grader, Horizontal Direction Drills, Kg. Pipe Layers, Rollers, Kg. Rollers, Scrapers, and Trenchers	Dredgers, Power Shovel, Reclaimer, Backhoe, Pipelayer/Sideboom, Compaction Equipment	Additional examples provided and Pictus catalogue has had an “all other construction equipment” sub-category added
Forestry Equipment	Attachments (Planting, Site Preparation), Feller, Feller Bunchers, Harvesters, Log. Loaders, Processors, Slashers, and Skidders	Yarder, and Forwarder	Additional examples provided and Pictus catalogue has had an “all other forestry equipment” sub-category added
Recreational only applicable in Alberta (see Note above)		ATVs, Motorcycles, Utility Vehicles/Side-by-Sides, Snowmobiles, Personal Watercraft, Boats, Golf Carts, etc.	New Category
Specialized Equipment only applicable in Alberta (see Note above)		Airport/Tarmac Vehicles/Equipment, Mining, Military Equipment, Emergency Vehicles, Miscellaneous Rental Equipment, etc.	New Category



June 2, 2022

# EHC ONEWINDOW UPDATE

# EHC ONEWINDOW UPDATE

The Environmental Handling Charge (EHC) OneWindow service was developed and launched in January 2020. Its purpose is to facilitate the remittance, reporting and management of EHCs. It responds to the #1 priority that was identified in the member survey conducted in 2016, which recommended the creation of this type of platform. It was made possible through a significant collaboration effort between all the provincial UOMA member organizations. Specific capabilities and features of this modern, digital service includes:

- an ability to record and maintain key registration information such as member

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names, addresses, contacts, notes, and users;

- a robust ability to send email communications and notifications to effectively communicate with all members;
- an ability to automatically create filings for members based on a filing frequency (monthly, quarterly, yearly);
- a clean, simple web interface that allows members to submit their filings; and
- an ability to manage the full lifecycle of invoices from invoice creation through to payment.

The feedback that we received from the recently completed member survey was overwhelmingly positive. Thank you for your confidence in the service that we are currently providing.

We don't intend to stop there! The OneWindow Service Management team has adopted a philosophy of continuous improvement with a desire to enhance our service delivery to our members. We have plans in the coming months to:

- significantly enhance the current OneWindow member dashboard page
- automatically integrate key OneWindow data into the national UOMA website including the member list and EHC/OEM rate tables.

We would love to hear from you if you have any service enhancement suggestions. Please contact [ehcsupport@usedoilrecycling.ca](mailto:ehcsupport@usedoilrecycling.ca).





# **FACILITATING THE RECOVERY, RECYCLING AND REUSE OF USED OIL AND ANTIFREEZE MATERIALS.**

**FACILITATING THE RECOVERY, RECYCLING AND REUSE OF  
USED OIL AND ANTIFREEZE MATERIALS.**

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June 2, 2022

# WEBSITE IMPROVEMENTS IN THE WORKS

# WEBSITE IMPROVEMENTS IN THE WORKS

To continue to serve our members and the public efficiently we are in the process of refreshing our UOMA website. Some of the updates and upgrades are technical in the backend of the site and you may not notice them. However, others will be evident. We will streamline the overall layout of the site to make it easier to navigate and reach the pages most visited. It will also include more emphasis on what is happening in the sector as well as members' achievements and stories. We will also focus on UOMA data in terms of products and containers recovery across the country. We look forward to bringing these website changes to you in the coming months, so stay tuned for our announcement when we launch it.

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# **FACILITATING THE RECOVERY, RECYCLING AND REUSE OF USED OIL AND ANTIFREEZE MATERIALS.**

**FACILITATING THE RECOVERY, RECYCLING AND REUSE OF  
USED OIL AND ANTIFREEZE MATERIALS.**

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ONEWINDOW  
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June 2, 2022

# ALBERTA CONSULTATIONS ON ADDITIONAL CONTAINERS AND FEES

## ALBERTA CONSULTATIONS ON ADDITIONAL CONTAINERS AND FEES



Alberta and BC are leading a UOMA initiative to expand the types of containers managed through their respective provincial programs to include additional automotive containers such as DEF, windshield washer, automotive additives, aerosols, and drums.

Between September and March 2022, Alberta undertook a series of steps to engage key stakeholder groups to understand their perspectives on the proposed expansion. Throughout this time Alberta Recycling Management Authority (ARMA) has also met monthly with the Used Oil Management Associations of Canada (UOMA Canada) to share information and discuss opportunities to align and harmonize programs as much as possible. The BC Used Oil Management Association (BCUOMA) is working closely with ARMA and has also consulted with their members regarding the same proposed expansion list and is working through the feedback they received. The next steps will involve recommendations to provincial governments on expanded definitions to the designated materials the programs can recycle and analysis for

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setting new environmental fees on the expanded materials list and proposed incentive rates for recyclers.

On behalf of Alberta and BC, we thank you for your partnership in our programs and look forward to updating you later this year with more details regarding the expansion of our programs.



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June 2, 2022

# MEMBER SURVEY RESPONSES HELP GUIDE ASSOCIATION PRIORITIES

# MEMBER SURVEY RESPONSES HELP GUIDE ASSOCIATION PRIORITIES

Thank you to everyone who completed the Member Survey sent out in February. The results of this survey provide important member insights for the UOMAs as a

**SPRING 2022  
NEWSLETTER**



collaborative entity as well as for each individual province.

Our last member survey resulted in the development and launch of the EHC OneWindow online reporting system, and we were happy to see that most of the members report being Satisfied or Very Satisfied with the system since its implementation. Several respondents provided specific requests and feedback that we will take into consideration as we continue to evolve the online reporting program.

This year's survey focused on Communications as we build out our Communications Strategy for 2022 and beyond. The member eNewsletter was identified by a majority of you as the most efficient way to connect, followed closely by notifications on One Window and content on the website.

We also committed to building more accurate and targeted email lists to ensure information is delivered to the correct contact. Your responses to the questions at the end of the survey asking for contacts in specific areas (management, finance, marketing, sustainability) have provided a foundation for the creation of these lists and we plan to follow up with members on this soon.

Thank you again for your support!

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# **FACILITATING THE RECOVERY, RECYCLING AND REUSE OF USED OIL AND ANTIFREEZE MATERIALS.**

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**FACILITATING THE RECOVERY, RECYCLING AND REUSE OF  
USED OIL AND ANTIFREEZE MATERIALS.**



Collector Application  
Agreement and License  
Reference - Sample



Environmental Stewardship Division  
Environmental Approvals Branch  
180 - 123 Main Street, Winnipeg, Manitoba, Canada R3C 1A5  
[www.gov.mb.ca/conservation/eal](http://www.gov.mb.ca/conservation/eal)

August 9, 2016

Mr. Bill O'Neill  
Facility Manager  
Recycle West Inc.  
6 Sabrina Way  
Headingley MB R4H 0A7

Dear Mr. O'Neill:

Enclosed is Licence No. MBC20084 dated August 9, 2016 issued to Recycle West Inc. for the transport of hazardous waste in Manitoba in accordance with Section 11(1) of *The Dangerous Goods Handling and Transportation Act*.

In addition to the enclosed licence requirements, please be aware that the company must comply with all other applicable federal, provincial and municipal regulations and by-laws. Please be advised that Section 25 of *The Dangerous Goods Handling and Transportation Act* allows you to appeal this licence or the terms and conditions thereof by filing an appeal to the Minister of Sustainable Development in writing within 30 days of the date of the licence.

If you require further information on the administration and application of the enclosed licence, please feel free to contact Raj Rathamano, Hazardous Waste Program Specialist, Environmental Approvals at (204) 945-7086.

Yours sincerely,



Tracey Braun, M. Sc.  
Director,  
*The Dangerous Goods Handling and  
Transportation Act*

*Enc.*

**NOTE:** Confirmation of Receipt of this Licence No. MBC20084 (by the licensee only) is required by the Director of Environmental Approvals. Please acknowledge receipt by signing in the space provided below and faxing a copy (letter only) to the Department at (204) 948-2338 by September 9, 2016.

---

On behalf of Recycle West Inc.

Date



THE DANGEROUS GOODS HANDLING and  
TRANSPORTATION ACT  
LOI SUR LA MANUTENTION ET LE TRANSPORT DES  
MARCHANDISES DANGEREUSES

**Manitoba**   
Sustainable Development

## LICENCE

Licence No. / Licence n<sup>o</sup>

MBC20084

Issue Date / Date de délivrance

August 9, 2016

In accordance with *The Dangerous Goods Handling and Transportation Act* (C.C.S.M. c. D12)/  
Conformément à la *Loi sur la manutention et le transport des marchandises dangereuses* (C.P.L.M. c.  
D12)

**THIS LICENCE IS ISSUED TO: / CET LICENCE EST DONNÉ À:**

**RECYCLE WEST INC.; "the Licencee"**

22220 TOWNSHIP ROAD 514A, SHERWOOD PARK, AB T8C 1H4

Operating Address: 6 SABRINA WAY, HEADINGLEY, MB R4H 0A7

WHEREAS, pursuant to the provisions of *The Dangerous Goods Handling and Transportation Act*, the  
Licencee filed an application with Manitoba Sustainable Development for a licence to transport  
hazardous waste;

The Licencee is hereby authorized to transport the following hazardous waste Class / type in Manitoba:

**Class 3 - Flammable Liquids (UN1993 PG III, UN1993 PG II and UN1263 PG II)**

**Class 8 - Corrosives**

**Class 9 - Miscellaneous Products, Substances or Organisms and  
Provincial Waste Class Codes: 251, 252, 253 and 254 (Oily Wastes)**

The Licencee shall comply with the following terms and conditions in connection with the  
transporting of hazardous waste in the Province of Manitoba:

### DEFINITIONS

"Act" means *The Dangerous Goods Handling and Transportation Act*, C.C.S.M. c. D 12;

"contaminant" means a contaminant as defined in *The Dangerous Goods Handling and  
Transportation Act* (C.C.S.M. c. D12);

"Director" means an employee so designated pursuant to *The Dangerous Goods Handling and  
Transportation Act*;

"Environment Officer" means an employee so designated pursuant to *The Dangerous Goods Handling and  
Transportation Act*;

---

**\*\*A copy of this Licence and supporting documents for the specifications, limits and conditions  
stated in this Licence shall be kept in each vehicle/trailer.\*\***

**"generator"** means any person who, by virtue of ownership, operation, management or control causes or allows to cause the creation or storage of hazardous waste;

**"means of containment"** means a container or packaging, or any part of a means of transport that is or may be used to contain goods;

**"monitored and secured site"** means a site that is monitored and secured by a fence and/ or a security alarm system. The site may include the properties of consignor, carrier or consignee;

**"registered generator"** means a person who is registered as a hazardous waste generator pursuant to Manitoba Regulation 195/2015 under *The Dangerous Goods Handling and Transportation Act* (C.C.S.M. c. D12);

**"safety mark"** means a design, symbol, device, sign, label, placard, letter, word, number or abbreviation, prescribed in the regulations, or any combination of these things, that is to be displayed

(a) on dangerous goods or containers for dangerous goods, and

(b) on means of transport used in transporting, offering for transport or otherwise handling dangerous goods, or at facilities used in those activities,

to show the nature of the danger or to indicate compliance with the safety standards prescribed for the containers, the means of transport or the facilities;

**"shipping document"** means a document, prescribed in the regulations, that relates to dangerous goods that are being transported, offered for transport or otherwise handled and that contains the information relating to the goods required by the Act or the regulations, but does not include an electronic record;

**"trailer"** means a vehicle designed for carrying persons or chattels, and for being towed by a motor vehicle, and includes a farm trailer but does not include an implement of husbandry that is temporarily towed upon a highway; and

**"vehicle"** means a device, in, upon, or by which a person or thing is or may be transported or drawn upon a highway but does not include

(a) a device designed to be moved solely by human muscular power or used exclusively upon stationary rails or tracks, or

(b) a motorized mobility aid.

### **GENERAL TERMS AND CONDITIONS**

1. The Licencee shall provide to the Director, upon request, all information required under this Licence, in writing and in such form and content (including number of copies), as may be specified by the Director, and each submission shall be clearly labeled with the Licence Number associated with this Licence.



2. The terms or conditions of this Licence are severable. If any term or condition of this Licence, or the application thereof, to any circumstance is held invalid, the application of such term or condition to other circumstances and the remainder of this Licence shall not be affected thereby.

### **SPECIFICATIONS, LIMITS AND CONDITIONS**

3. The Licencee shall not transport any hazardous waste other than waste that the Licencee is hereby authorized to transport.

#### **Respecting Training**

4. The Licencee shall train all drivers transporting hazardous waste in the transportation of dangerous goods, as required by *The Dangerous Goods Handling and Transportation Act* and Regulations thereunder.

#### **Respecting Documents**

5. The Licencee shall comply with the applicable movement document requirements (and/or any other shipping document requirements) specified by *The Dangerous Goods Handling and Transportation Act* and Regulations thereunder.

#### **Respecting Hazardous Waste Acceptance**

6. The Licencee shall accept hazardous waste only from generators that are registered in accordance with *The Dangerous Goods Handling and Transportation Act* and Regulations thereunder.

#### **Respecting Hazardous Waste Delivery**

7. The Licencee shall transport hazardous waste only to:
  - a) Hazardous Waste Disposal Facilities licenced in accordance with *The Dangerous Goods Handling and Transportation Act*; or
  - b) facilities otherwise approved by the Director pursuant to an Order.

#### **Respecting Safety Marks**

8. All vehicles when transporting hazardous waste, shall display all safety marks as required by *The Dangerous Goods Handling and Transportation Act* and Regulations thereunder.

#### **Respecting Safety Equipment**

9. The Licencee shall always maintain and make available adequate safety equipment and supplies for the handling of the hazardous waste and for responding to any emergency that may arise.

**Respecting Vehicle Safety Standards**

10. All vehicles used to transport hazardous wastes shall meet the current safety standards as required by *The Dangerous Goods Handling and Transportation Act* and Regulations thereunder.

**Respecting Means of Containment**

11. Licencee shall transport hazardous waste using the means of containment that is appropriate for that particular hazardous waste or wastes.

**Respecting Liquid Hazardous Waste**

12. Any vehicle used to transport liquid hazardous waste in a means of containment that is not dedicated for hazardous waste shall be cleaned and purged in order to prevent contact with incompatible hazardous wastes.

**Respecting Hazardous Waste in Drums**

13. All vehicles used to transport hazardous waste using drums as a means of containment must have equipment to secure the drums from moving horizontally, and such equipment shall be employed at all times.

**Respecting Parking of Vehicle Laden with Hazardous Waste**

14. Any vehicle laden with hazardous waste is not permitted to be parked, stopped or rendered immobile without written approval from the Director, except for the following purposes:
- a) loading and/or unloading hazardous waste;
  - b) to report, contain or clean-up a release, leak or spill of hazardous waste;
  - c) for the purposes of safety; or
  - d) a break for the driver that may not exceed forty-five (45) minutes.
15. Notwithstanding clause 14, an approval by the Director shall be considered only if the vehicle is parked in a monitored and secured site.

**Respecting Inspection of Vehicle**

16. During transport, any vehicle laden with hazardous waste must be inspected every two (2) hours or every two hundred (200) kilometers whichever occurs first.
17. The Licencee shall keep a log detailing the actions taken in clause 16 above, detailing the date and who performed the inspection. This log shall be available for inspection by an Environment Officer upon request.



**Respecting Communication Equipment**

18. All vehicles used to transport hazardous waste shall be supplied with communication equipment which shall be maintained in proper working order for the use in an event of an emergency.

**Respecting Transportation Route**

19. The Licencee shall use the most direct, practical route to points of pick-up and/or delivery of hazardous waste.

**Respecting Vehicle Breakdown**

20. The vehicle may not be left unattended in the event of a vehicle breakdown, except for the purpose of driver safety.

**Respecting Waste Transported in Covered Vehicle**

21. All wastes shall be transported in a covered vehicle or in such a manner that prevents wastes from escaping from the vehicle.

**Respecting Spills**

22. The Licencee shall, in the event of a release, spill, leak or discharge of a contaminant in an amount or concentration, or at a level or rate of release, that exceeds the limit that is expressly provided under *The Dangerous Goods Handling and Transportation Act* or in regulation, immediately report the release, spill, leak or discharge by calling 204-944-4888 or 1-855-944-4888. The report shall indicate the nature of the release, leak, spill or discharge, the time and estimated duration of the event and the reason for the release, spill leak or discharge.

**Respecting Emergency Response Planning**

23. The Licencee shall prepare and maintain an emergency response contingency plan acceptable to the Director for implementation in the event of any spill, release, discharge or escape of hazardous waste being handled or transported by the Licencee.

**Respecting Changes to Equipment**

24. The Licencee shall report to Manitoba Sustainable Development any addition, deletion or other change to the fleet of vehicles, trailers and equipment used to transport hazardous waste on a semi-annual basis.

**Respecting Insurance Requirement**

25. The Licencee shall:


- a) maintain throughout the term of the Licence automobile public liability and public liability and property damage liability insurance in the minimum amount of two million dollars (\$2,000,000) on all licensed vehicles/trailers owned and/or operated by the Licencee;
- b) submit to Manitoba Sustainable Development certificates evidencing said insurance policies within 60 days of the date of this Licence.

26. The Licencee shall, pursuant to a request from the Director, provide evidence of financial responsibility in the form of insurance or an indemnity bond, or in any other form satisfactory to the Director.

**REVIEW AND REVOCATION**

- A. In all matters requiring the interpretation and implementation of this Licence, the Licencee shall take precedence, followed in descending order by the Licencee's application proper, and the documentation submitted in support of the application.
- B. If, in the opinion of the Director, the Licencee has exceeded, or is exceeding, or has failed, or is failing to meet the specifications, limits, terms, or conditions set out in this Licence, the Director may, temporarily or permanently, revoke this Licence.
- C. If, in the opinion of the Director, new evidence warrants a change in the specifications, limits, terms, or conditions of this Licence, the Director may require the filing of a new information pursuant to Section 11(1) of *The Dangerous Goods Handling and Transportation Act*.

Dated Issued: August 9, 2016

  
Tracey Braun, M. Sc.  
Director  
*The Dangerous Goods Handling &  
Transportation Act*

# MARRC Registered Collector Application Form

## Collector Information

Company Name RECYCLE WEST INC  
 Mailing Address 22220 TOWNSHIP ROAD 514A  
 City Sherwood Park Province AB Postal Code T8C 1H4  
 Phone 780-996-7083 Fax \_\_\_\_\_ Email DREW.EIZENGA@gmail.com

Please check materials you are requesting registration for collect.

Estimated quantity/year

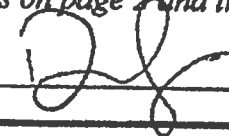
Used Oil  4,000,000 Litres  
 Used Oil Filters  4000 205 L Drum  
 Used Oil Containers  60,000 Kgs      Used Antifreeze Containers  12,000 Kgs  
 Used Antifreeze  120,000 Litres (of approximately 50-50 mix)

State zones in your service area: 1 2 3 4 5 6 7

Note that the following documentation is required for registration with MARRC	Attached	
	Yes	No
Copy of Articles of Incorporation, Notice of Registered Office, Notice of Directors and Certificate of Incorporation	X	
Copy of Certificate of Safety Fitness if truck is 11,000Kg or greater; if less than 11,000kg include copy of insurance documentation (include brief description of truck or fleet)	X	
Copy of the Manitoba Hazardous Waste Transporter License and a copy of any other equivalent approval/license issued by the jurisdiction wherein the applicant is based	X	
ID# issued to the facility that is the receiver of the regulated material - <u>ABR10118</u>	X	
Copy of the Federal Notice (and corresponding proof of insurance coverage) & letter to proceed to export hazardous waste		X
Copy of contract between Canadian exporter & foreign consignee to export hazardous waste		X

## Certification and Acknowledgement

I DREW EIZENGA (print name), certify that the information provided on this form is correct. I further acknowledge that I have read, and agree to be bound by, the terms and conditions on page 2 and that I am the company official authorized to make this declaration.

Signature  Phone Number 780-996-7083

### MARRC USE ONLY

MARRC Registered Collector Number MARRC CR2234 Date August 12, 2016

Authorization  -1-



## TERMS AND CONDITIONS

In consideration of the Manitoba Association For Resource Recovery Corp. (MARRC) accepting the registration of the applicant, and in consideration of the applicant becoming eligible to receive payment from MARRC of Return Incentives, and in consideration of the applicant's agreement to exercise his powers and carry out his duties in accordance with The Waste Reduction and Prevention Act of the Province of Manitoba (the "Act"), any regulations made under the Act (the "regulations") and any bylaws made by MARRC (the "bylaws"), and in consideration of the covenants contained herein, the applicant agrees as follows:

1. The applicant represents and warrants that all information provided to MARRC in this application, and in all documents required by virtue of the applicant's registration with MARRC, or by virtue of the requirements of law, are true and accurate.
2. The applicant agrees to indemnify and hold MARRC, its directors, officers, employees and agents, harmless for all costs, expenses, claims, demands and actions as a result of its participation with MARRC in the stewardship program established pursuant to the Act and the regulations and as a result of any untrue or inaccurate statement or information provided by the applicant.
3. The applicant agrees to be bound by MARRC bylaws, programs, policies and procedures.
4. The applicant agrees to provide MARRC with all reasonable information relating to this Application or any matter that relates to the program or procedures of MARRC and agrees that MARRC has a right of access to any and all such information during normal business hours and on 24 hours notice to the applicant.
5. The applicant agrees to provide, at the request of MARRC, all documentation, receipts, entries, or information that may support or relate to any claim for return incentives to MARRC, upon request.
6. The applicant hereby acknowledges and agrees that any funds, Return Incentives, payments, advances, paid under MARRC programs are paid subject to verification of any information requested by MARRC, and subject to all required information being correct and sufficient for the purpose of MARRC.
7. Any registration granted, or any payment made by MARRC, where there is a false certificate by the applicant, or false or misleading information provided by the applicant, shall be considered to have been granted or paid in mistake. Any such registration is void and any such payment is held in trust by the applicant for the sole and exclusive benefit of MARRC. Such payments or funds shall be returned forthwith to MARRC upon either MARRC's or the applicant's discovery of the error.
8. MARRC maintains the right, at its sole discretion to withhold any payment or registration of application, until sufficient verification or information has been provided by the applicant in relation to any manner reasonably requested to be verified by MARRC.
9. MARRC reserves all rights and remedies provided to it under law that may be in addition to any terms contained herein.
10. The applicant acknowledges MARRC's authority to make bylaws, policies and procedures and agrees to be bound by any bylaws, policies and procedures made by MARRC.
11. The applicant acknowledges and agrees that MARRC may cancel or suspend the registration of the applicant if the applicant contravenes the Act, the regulations or the bylaws, or upon any false or misleading representation made in any application or claim form for payment of MARRC's Return Incentive. The applicant acknowledges and agrees that MARRC may cancel or suspend the registration of the applicant if: (a) the applicant ceases to carry on business; or (b) the applicant applies to terminate his registration with MARRC.
12. The applicant agrees to terminate his registration with MARRC if the applicant's registration is cancelled or suspended. The applicant agrees he will not be entitled to carry on, and will not participate in, business under MARRC's programs unless he is registered and his registration is not under suspension.

# Manitoba Association for Resource Recovery Corporation Carrier Registration Confirmation

**CARRIER NAME** : Recycle West Inc.

**MAILING ADDRESS** : 22220 Township Road 514A

**CITY** : Sherwood Park **PROVINCE** : AB **POSTAL CODE** : T8C 1H4

**PHONE** : (780) 996-7083 **FAX** : **EMAIL** :

**Materials requested for transport:** **ESTIMATED QT/YEAR**

**OIL (litres)**  **OIL EST** : 4,000,000

**FILTERS (205 l drum)**  **FILTER EST** : 4,000

**CONTAINERS (Kg)**  **CONT EST** : 72,000

**Check regions in your service area:**

	1	2	3	4	5	6	7
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**VALID PROVINCIAL CONSIGNOR (GENERATOR) ID NUMBER:**

**VALID PROVINCIAL CARRIER ID NUMBER:** MBC20084

**VALID PROVINCIAL CONSIGNEE (RECEIVER) ID NUMBER:**

**COMPANY OFFICIAL** : Drew Eizenga

**PHONE** : (780) 996-7083

**MARRC** : MARRCCR 2234

**MARRC Auth. Date:** 12-Aug-16

**MARRC Term. Date:**

This form confirms that you are a registered carrier with the Manitoba Association for Resource Recovery Corporation.

Signed:

  
MARRC



Collector and Processor  
Operating Manual  
- Updated June 2017



**MANITOBA ASSOCIATION  
FOR RESOURCE RECOVERY CORP.  
(MARRC)**

**USED LUBRICATING & ANTIFREEZE PRODUCTS  
STEWARDSHIP PROGRAM**

**MANUAL FOR COLLECTORS  
AND  
PROCESSORS**

**JUNE 2017**

## **MANUAL FOR COLLECTORS AND PROCESSORS**

This manual is designed to provide collectors and processors with a broad knowledge of MARRC's Used Lubricating & Antifreeze Products Stewardship Program and specific details regarding systems and procedures that affect their business.

This manual is an update to the original manual of February 1998.

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## 1.0 DEFINITIONS

- a) **COLLECTOR** – Means an organization which is licensed to collect used lubricating products from generators, return depots and EcoCentres and transport them to approved recycling processors.
- b) **CONTAINER** – Means a container with a capacity of less than 30 litres that is manufactured for the purpose of holding oil or in which oil is supplied.
- c) **CONSIGNOR** – Means a Generator, Return Depot, EcoCentre or Intermediary from which a collector obtains used lubricating products.
- d) **DESIGNATED PRODUCTS** – Means those lubricating products subject to our Environmental Handling Charge and to a Return Incentive.
- e) **ECOCENTRE** – Means a depot which is affiliated with MARRC and which accepts used lubricating products from small volume generators free of charge.
- f) **END-USER** – Means an organization which is licenced to receive used lubricating products for its own, internal, use.
- g) **ENVIRONMENTAL HANDLING CHARGE (EHC)** – Means a payment to MARRC by its members on the first use, sale or supply of Designated Products in Manitoba as listed in the EHC payment schedule.
- h) **GENERATOR** – Means an individual or organization which generates used lubricating products.
- i) **INTERMEDIARY** – Means a site or agent which accepts used lubricating products from large commercial and/or industrial enterprises.
- j) **LUBRICATING PRODUCTS** – Means lubricating oil, oil containers, oil filters, antifreeze and its containers.
- k) **OIL** – Means any petroleum or synthetic crankcase oil, engine oil, hydraulic fluid, transmission fluid, gear oil, heat transfer fluid, or other fluid capable of use for lubricating purposes in machinery or equipment.
- l) **ANTIFEEZE** – ethylene or propylene glycol used as an engine coolant but does not include antifreeze used for plumbing, windshield washers, lock de-icing, fuel line or aircraft de-icing.
- m) **OIL FILTER** – Means any spin-on or element style oil filter used in hydraulic, transmission, or internal combustion engine applications and includes a diesel fuel filter but does not include a gasoline fuel filter.
- n) **OIL CONTAINER PROCESSOR** – Means a processor that converts used oil container source material (loose containers, baled containers or shredded containers) into: (a) oil free plastic flake or pellets, using cleaning procedures which remove residual oil bearing plastic clean enough to be sold into value-added



## 2.0 INTRODUCTION

### 2.1 Background

At the request of the Canadian Council of Ministers of the Environment, the Canadian Petroleum Products Institute (CPPI) researched and developed recommendations for the improved management of used oil throughout Canada. These recommendations were presented to a broad group of stakeholders (federal and provincial governments, environmental organizations, manufacturers and marketers of lubricating products) in 1991.

Oil and oil filter manufacturers and marketers recognized that they have the primary responsibility to exercise active product stewardship throughout the life cycle of their products. In 1993, a group of industry stakeholders, under the sponsorship of the CPPI, formed the *Western Canada Used Oil/Container/Filter Task Force* (WCTF) to determine how to address this responsibility.

The goal of the WCTF was stated as follows.

*"It is our goal to design and manage a system that encourages responsible environmental handling and disposal of our industry's used lubricating products through the exercise of active product stewardship which includes programs providing landfill diversion and recycling of used oil, oil filters and oil packaging products using environmentally acceptable options. Such a system shall be designed to achieve the optimum combination of: Efficiency, Effectiveness and Fairness to consumers and industry stakeholders"*

The WCTF considered a range of options before adopting the strategy reflected in the programs now in place with AUOMA, SARRC, MARRC & BCUOMA.

From the beginning, MARRC realized the importance of the existing private sector recycling industry in Manitoba and accordingly plans to build on its success. MARRC's objective is to further develop and enhance the systems required to increase the collection and recycling of used lubricating products in Manitoba.

### 2.2 Primary Objectives of MARRC's Used Lubricating Products Stewardship Program

- a) Maximize the cost-effective collection of used lubricating products in Manitoba, with the optimum combination of efficiency, effectiveness and fairness to consumers and industry stakeholders.

## **2.5 Program Summary**

The focus of this program is a Return Incentive (RI) paid to private sector collectors to recover used oil materials from the environment. The funding method for the RI is an Environmental Handling Charge (EHC) which applies to sales of new oil, antifreeze, filters and containers. Each litre of oil, each oil container and each oil filter has an EHC applied to it at the first point of sale in Manitoba. The EHC is paid into a fund managed by a non-profit industry funding association called the Manitoba Association for Resource Recovery Corp. (MARRC). The EHCs have become an additional cost to first sellers in serving their customers' needs.

MARRC established the EHC and RI rates and administers the day-to-day operations of the system in compliance with the guidelines approved by MARRC's Board of Directors. The EHC is the sole source of funding for the program and all funds collected are dedicated to achieving the program's objectives.

MARRC pays collectors a Return Incentive (RI) for the amount of used oil materials returned for recycling. Collectors pick up used oil, filters and containers available from generators, collection depots and EcoCentres. The flow of products and funds under this program is illustrated in Figure 1.

## **General Operating Description - Oil, Filters and Containers**

1. The simplified model in Figure 1 illustrates the desired flow of material from the generators (DIY, farm, commercial and industrial users) through the network of return depots, EcoCentres and intermediaries to collectors to processors.
2. The funding flow also illustrates the EHC remitted on all sales of collectable oil, filters and containers. The EHC is applied by a MARRC member at the first point of sale in Manitoba to either a person or an organization that is not a member of MARRC.
3. MARRC stimulates the return of material by providing an RI to registered collectors. The RI is set at a level that will allow the collector to compensate the generators, EcoCentres and return depots for their used lubricating products, dependent on the competitive market. This will provide the economic driver to draw used lubricating products into the system.
4. MARRC established freight-equalized zones and included a transportation equalization component of the RI.
5. A significant feature of this program is the existence of collection centres which are independent of manufacturers and marketers of oil products, and of collectors. Because these EcoCentres do not directly profit from the sale of new oil and filter products, or from collector activities, they may require another economic driver to exist.

## **Operating Guidelines - Oil**

1. All lubricating oils are subject to a “cents per litre” EHC with the exception of oils either consumed in process (two cycle engine oil, chain oil, dedusting oil, etc.) or requiring abnormal special handling (e.g. glycol based hydraulic fluid). Collectible oils covered under the program are defined in Appendix 1.
2. Registered end users with government approved on-site programs for self-generated used oil are treated as collectors under the program.

## **Operating Guidelines – Oil Filters**

1. The EHC is universally applied to filters sold, used or supplied. An oil filter is defined as any spin-on or element style oil filter used in hydraulic, transmission, or internal combustion engine applications and includes a diesel fuel filter but does not include a gasoline fuel filter. The specific filters covered under the program are defined in Appendix 1.
2. A two-tiered EHC structure has been implemented based on filter size. All filters under 203 mm (8 inches) in length will be subject to one EHC rate, and filters 203 mm (8 inches) in length and over are subject to another EHC rate.

Under normal circumstances, where the used lubricating products have not been contaminated or commingled with other waste, these RIs are set at a level to allow collectors to compensate the generators (collection depots and commercial generators) for their handling and storage activities. The value of the RIs is public knowledge.

MARRC also pays a processor allowance directly to oil container processors. This allowance RI recognizes the current market in oil container recycling and may be paid on the quantity of used oil containers received by the processors from collectors.

MARRC is not involved in any way with the commercial agreement between collectors and generators or between collectors and processors. The competitive market is the deciding factor in these transactions.

### **3.2 RI Guiding Principles**

The following guiding principles are used in the setting RIs for all three materials:

- a) RIs are set to achieve collection objectives; EHCs are set to provide required funding.
- b) RIs are paid for specific performance only.
- c) Only one RI rate per product is set for each zone for all participants.
- d) RIs are adjusted in a timely fashion with the objective of causing minimal disruption to the normal course of business.
- e) Any information provided is held in the strictest of confidence and only released in aggregate form.
- f) The MARRC Board of Directors will make all final decisions relative to the RIs

### **3.3 Setting and Changing RIs**

As the key element in increasing the collection and recycling of used lubricating products, the amount and term of the RIs are crucial to the success of the program.

The RIs are set and managed by MARRC with input from stakeholders. The following three step method was used to set the RIs:

- a) An independent third party survey was conducted in August 1997 to determine today's market baseline in Saskatchewan and Alberta.
- b) Recommendations for zones and rates were obtained from their collectors in September 1997.
- c) Using the SARRC and AUOMA information as a guideline, the collectors in Manitoba met with MARRC's Executive Director in October of 1997 to establish criteria for zones and rates in Manitoba.

## **4.0 RI SYSTEMS REQUIREMENTS**

### **4.1 Systems Objective**

MARRC established the supporting systems for this program with the objective of achieving the simplest method that will meet normal accounting procedures while recognizing the current practices of today.

### **4.2 Systems Guiding Principles**

The following guiding principles were used in the development of the program systems:

- a) All processes must be simple and easy for participants to use
- b) RI system will cause minimal disruption to existing private sector recycling systems
- c) System must leave appropriate audit trail
- d) Payments only for deliveries to approved processors
- e) System must not discriminate among approved processors
- f) System must allow for payment closure at collector/processor and generator.
- g) System must not restrict the free flow of products in the competitive market
- h) All collectors and processors participating in the program must register with MARRC and the appropriate regulatory authority

### **4.3 Registration Requirements**

MARRC is not a licensing body. MARRC relies on existing government approvals and licenses to screen eligible industry participants. MARRC requires that each collector and processor register with the Association by submitting the appropriate forms and providing documentation verifying that the registrant has the required government approvals with respect to their specific operations.

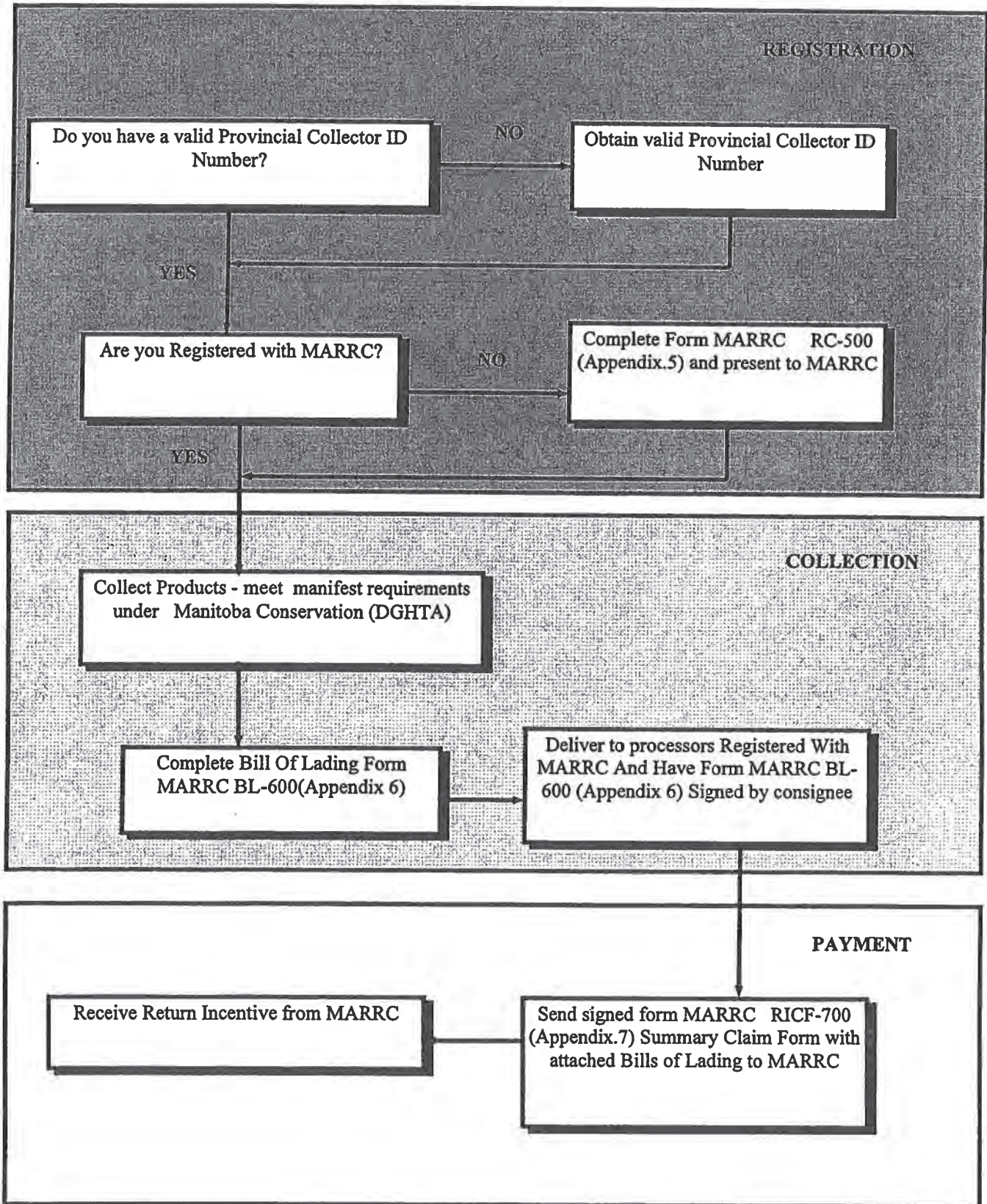
Please see Systems Flow Chart "Registration" Figure 2 for graphical presentation of registration requirements.

Upon receipt of the registration application, MARRC will review the information, approve the application based on the applicant's ability to provide appropriate registration documentation, and assign a company specific registration number for each collector and processor.

MARRC will maintain a data base of registered collectors and processors who will provide the services required by MARRC to fulfill the mandate of the used lubricating products stewardship program.



**Figure 2: COLLECTOR SYSTEMS FLOW CHART**



submitted to MARRC within 100 days. MARRC will process RI payments within 30 days. Payments over 30 days are subject to the normal business practice of interest charges.

Documentation administered by the collectors and processors/end-use receivers must be maintained for a three-year period. This information must be retained for audit purposes.

### Used Oil

Used oil volumes collected by the collector are based on tank gauging. Collectors are responsible for dipping their truck tanks before and after each pick-up to determine the volume of used oil collected from each generator location. Generators are responsible for verifying the volume of used oil picked up and must sign off on the collector's Bill of Lading MARRC BL-600 (Appendix 6). Approved processors are also responsible for verifying the volume of used oil delivered to them, and also must sign off on the collector's Bill of Lading MARRC BL-600 (Appendix 6) upon delivery.

Recognizing that used oil contains entrained water, collectors are paid an RI for used oil containing  $\leq 5\%$  water. All used oil Processors and Carriers must sample and test all incoming loads. Samples for the required test must be representative of the entire load being received by using one of the following methods:

- In-Line sampling (discharge line)
- Bottle or beaker sampling (all levels sample)
- Tube sampling (all-levels sample)

All used oil received for processing must be tested for water at point of delivery to the processor using one of the following methods (or approved equivalent):

ASTM D86	Karl Fisher
D95	Retort
D96	Dean Stark Method or equivalent.

Used oil containing water greater than 5% and/or excessive solids, heavy metals, PCBs or organic chloride concentrations could be subject to a surcharge administered by the collector. The generator is responsible to pay any surcharge directly to the collector. The surcharge is not included within the scope of the MARRC program. This surcharge, if any, and administered by the collector and market driven, is a part of the normal commercial transaction between collector and generator.

Processors receiving contaminated used oil could surcharge the collector for the additional operating costs associated with processing these used oils. Used oil containing water in excess of 5%, which is received by the processor, will require a volume adjustment.



Collectors who are also processors must treat all internal loads received at their processing plant to the same volume and quality checks as external collector loads, with a different company official signing as processor than signed as the collector.

### Used Oil Filters

MARRC pays a RI to collectors for drums of acceptable used oil filters delivered to a registered processor based on the total unprocessed weight prorated by zone, determined by the number of 205L drums of filters collected in each zone. All weights must be verified with weigh scale tickets.

Collectors must document the number of oil filter drums collected from each generator location. The generator must sign the collector's Bill of Lading verifying the number of full and partially full drums collected.

The RI is paid for weights of used oil filters that do not contain any other products or commingled waste. Drummed oil filters containing other solid waste could be subject to a surcharge administered by the collector. The surcharge, if any, is administered by the collector and be market driven, and could be part of the normal commercial transaction between collector and generator. The surcharge is not included within the scope of the MARRC program. The generator is responsible to pay any surcharge directly to the collector.

Processors will be responsible for verification of load weight and number of full and partially full drums received. The processor must weigh all incoming loads and provide a weigh scale ticket to the collector. **Collectors who are also processors must treat all internal loads received at their processing facility to the same weight and quality checks as external collector loads.**

Processors receiving drummed oil filters contaminated with other solid waste could surcharge the collector to cover the additional operating costs associated with sorting and waste removal. The processor must deduct the weight of waste received and note the corrected weight on the collector's Bill of Lading. The corrected weight must be used by the collector to substantiate an invoice to MARRC.

All Filter RI claims submitted to MARRC must be completed with an attached weigh scale ticket from the end-user (i.e. metal broker or other approved end-user). The RI is paid to the collector as outlined earlier upon submission of Forms MARRC BL-600(Appendix 6) and MARRC RICEF-700 (Appendix 7) to MARRC. The payment is in \$/KGs at the rate outlined in Appendix 2.

Batching filter drums is important for balancing purposes to ensure that the number of unprocessed drums being claimed closely approximates the number being taken to the end-user/metal broker. While MARRC recognizes that this is difficult given some operational procedures, a best-effort basis to match as closely as possible the number of unprocessed drums to the number of drums being transported to the metal broker, is important.

## **Used Oil Containers**

MARRC pays Collectors an RI for used oil containers based on the weight of the empty containers collected from each generator and delivered to an approved processor.

The bags or bundles must only contain plastic containers as outlined in Appendix 1, and be free of any other products or commingled waste. Bagged or bundled containers that contain other solid waste could be subject to a surcharge administered by the collector. The surcharge is administered by the collector and is market driven, and could be part of the normal commercial transaction between collector and generator. The generator is responsible to pay any surcharge directly to the collector.

Processors receiving bagged or bundled plastic commingled with other solid waste could surcharge the collector to cover the additional operating costs associated with sorting and waste removal. Collectors and processors are responsible to inform MARRC of quality issues associated with oil containers prepared by the generator and must ensure that the containers are accurately weighed.

The RI is paid to the collectors as outlined earlier upon submission of Forms MARRC BL-600(Appendix 6) and MARRC RICF-700 (Appendix 7) to MARRC. The payment is in \$/kilogram at the rate outlined in Appendix 2.

## **Used Oil & Antifreeze Container Processing**

The processing incentive (PI) is paid in \$/kilogram at a rate determined by the MARRC Board on the quantity of used oil containers received from collectors. However, these registered processors would be required to submit monthly reports on products received, inventories, and products disbursed if requested.

The PI is paid to the collectors as outlined earlier upon submission of Forms MARRC BL-600(Appendix 6) and MARRC RICF-700 (Appendix 7) to MARRC. The payment is in \$/kilogram at the rate outlined in Appendix 2.

## **4.6 Cross Border Movement of Used Lubricating Products**

MARRC's objectives are to maximize the cost effective collection of used lubricating products in Manitoba. MARRC will not restrict Manitoba based collectors from transporting used lubricating products to approved processing facilities outside of Manitoba.

Collectors wishing to use an out-of-province processor must ensure that the processor is registered with MARRC. The out-of-province processor must provide documentation verifying that all requirements of the governing jurisdiction are met for that facility. RI payments will then be handled the same as outlined in Figure 2. Out-of-province processors are included within the scope of MARRC's audit protocol.

## **5.2 Zone Chart and Map**

The Return Incentive Zone and Material Rate Chart is presented in Appendix 2 and the Return Incentive Zone Map and Legend is presented in Appendix 3.

The zones are an integral component of the documentation required to substantiate the collectors' invoices to MARRC for RI payment. The zones will determine where the bulk of used lubricating products are being collected and where improvements in the system are required to enhance collection and recycling.

## **6.0 ECOCENTRES**

### **6.1 General Information**

MARRC has established a province-wide network of 55 collection depots called EcoCentres which exceeds the requirements of the Used Oil, Oil Filters and Containers Stewardship Regulations. In addition there are 20 other licensed rural depots along with 10 in Winnipeg.

These EcoCentres provide drop-off facilities for do-it-yourself (DIY) consumers, further defined as private motorists, farmers and small commercial operators who service their own vehicles and equipment. Collectors will pick up used lubricating products generated by the EcoCentres.

MARRC expects that its program will encourage other return depots to collect used lubricating products from DIY consumers where there is an economic business opportunity, however they must be acceptable operations under the Manitoba Used Oil Collection Depot Guidelines.

EcoCentres are designed and operated to meet regulatory requirements of Sustainable Development.

## **7.0 ANNUAL REPORTING**

MARRC is required by the Used Oil, Antifreeze, Oil Filters and Containers Stewardship Regulation to provide an Annual Report to the Minister of Conservation describing the activity of the Used Lubricating Products Stewardship Program during the previous year, along with an update to the Stewardship Business Plan every 2 years.



## Used Oil Management Associations

**AB** Alberta Recycling Management Authority (Alberta Recycling)  
**BC** Used Oil Management Assoc (BCUOMA)  
**MB** Association for Resource Recovery Corp (MARRC)  
**SK** Association for Resource Recovery Corp (SARRC)

**QC** La Société de gestion des huiles usagées (SOGHU)  
**NB** Société de gestion des huiles usagées de l'Atlantique/Atlantic Used Oil Management Association (UOMA NB)  
**PE** Société de gestion des huiles usagées de l'Atlantique/Atlantic Used Oil Management Association (UOMA PE)

**NL** Société de gestion des huiles usagées de l'Atlantique/Atlantic Used Oil Management Association (UOMA NL)  
**NS** Société de gestion des huiles usagées de l'Atlantique/Atlantic Used Oil Management Association (UOMA NS)

## Environmental Handling Charges (EHC)

### Applicable Products List and Rates Schedule

#### EHC Applicable Products List

*All Oil Fluid and Oil Container (for container sizes of 50 litres or less in BC, MB, SK, QC, NB, PE, NL and NS and 30 litres or less in AB)*

Fluid is EHC applicable since it is not consumed in use and is available for collection and recycling.

circulating oil	hydraulic fluid	polyolester fluids	turbine oil
compressor oil	marine engine oil for vessels operating domestically	power steering fluid	vegetable oil for lubrication
crankcase oil (petroleum or synthetic)	mineral heat transfer fluid	refrigeration system oil	
electrical insulating oil (Except for QC, NB, PE, NL et NS)	natural gas compressor oil not consumed in use	re-refined oil	
engine oil	paper machine oil	synthetic crankcase oil	
gear oil	petroleum crankcase oil	transmission fluid	

*Oil Container only (for container sizes of 50 litres or less in BC, MB, SK, QC, NB, PE, NL and NS and 30 litres or less in AB)*

Fluid is not EHC applicable since it is consumed in use and not available for collection and recycling.

2-cycle engine oil	dripless lube	metal working oil	saw guide oil
agricultural spray oil	emulsified oil	natural gas compressor oil consumed in use	silicone lubricant
anti-seize lubricant	food grade white mineral oil	pneumatic system oil	textile oil
chain oil	form release oil	process oil	wiring pulling lubricant (petroleum or vegetable based)
conveyor lube	gasoline / 2-cycle engine oil mixes	quenching oil	
dedusting oil	machine tool and slideway lubricant	rock drill oil	
drawing, stamping and shaping oil	marine cylinder oil	rustproof oil	

#### Oil Filters

spin-on or element style filter that is used in hydraulic, transmission or internal combustion engine applications including diesel fuel filter			
coolant filter	household furnace fuel filter	plastic / paper element style filter	sump type automatic transmission filter
diesel fuel filter used at retail & commercial pump islands	oil / air separator filter	storage tank diesel fuel filter	

**Automotive Antifreeze Fluid Container** (for container sizes of 50 litres or less)

for BCUOMA, MARRC, SARRC, SOGHU, UOMA NB, UOMA PE, UOMA NL and UOMA NS only

ethylene glycol engine coolant	propylene glycol engine coolant
--------------------------------	---------------------------------

**Diesel Exhaust Fluid Container** (for container sizes of 50 litres or less)

for MARRC, SARRC UOMA NS and UOMA PE only

diesel exhaust fluid (DEF)
----------------------------

**Aerosol Container**

for SOGHU, UOMA NB, UOMA PE, UOMA NL, UOMA NS only

aerosol propelled lubricant	yes	aerosol grease	no
aerosol brake cleaner	yes	aerosol paint	no
automotive parts cleaner aerosol	yes (except QC, NB, NL)	aerosol solvent/cleaner	no

**EHC is NOT Applicable on the following Products**

**Neither Oil Product nor Container**

3-in-1 household oil	export oil sales	oil treatment	urethane coating
aerosol propelled lubricant (Except for QC, NB, PE, NL, NS)	glycol-based heat transfer fluid	penetrating oil	water glycol hydraulic fluid
base oil, including re-refined base oil	grease	phosphate ester hydraulic fluid	wax
brake fluid	gun oil	polyglycol synthetic compressor oil	windshield washer fluid
cleaning/flushing fluids for motors/equipment	heating furnace oil	propylene glycol heat transfer fluid	winter start fluid
cooking oil	hydraulic jack oil	sewing machine oil	
diesel fuel treatment	hydraulic oil dye	silicone heat transfer fluid	
electrical insulating oil (QC, NB, PE, NL, NS only)	kerosene	solvents	
ethylene glycol heat transfer fluid	marine engine oil for vessels operating internationally	synthetic aromatic hydrocarbon heat transfer fluid	
	oil additive	undercoating	

**nor Filters**

air filter	household furnace air filter
crankcase ventilation filter	sock-type filter
gasoline fuel filter	

**Neither Antifreeze Product nor Container**

aircraft de-icing fluid	lock de-icing fluid
antifreeze plumbing fluid	windshield washer fluid
fuel line de-icing fluid	

**EHC Rate Schedule**

	<b>Alberta Recycling Alberta</b>	<b>BCUOMA British Columbia</b>	<b>MARRC Manitoba</b>	<b>SARRC Saskatchewan</b>	<b>SOGHU Quebec</b>	<b>UOMA NB New Brunswick</b>	<b>UOMA PE Prince Edward Island</b>	<b>UOMA NL Newfoundland/ Labrador</b>	<b>UOMA NS Nova Scotia</b>
<b>Lubricating Oil</b>	\$0.05 per litre	\$0.06 per litre	\$0.06 per litre	\$0.05 per litre	\$0.05 per litre	\$0.03 per litre	\$0.03 per litre	\$0.07 per litre	\$0.03 per litre effective April 1, 2022
<b>Containers HDPE or Metal</b>	\$0.05 per litre / container size 30 litres or less	\$0.12 per litre / container size 50 litres or less	\$0.12 per litre / container size 50 litres or less	\$0.10 per litre / container size 50 litres or less	\$0.15 per litre / container size 50 litres or less	\$0.12 per litre / container size 50 litres or less	\$0.12 per litre / container size 50 litres or less	\$0.20 per litre / container size 50 litres or less	\$0.12 per litre / container size 50 litres or less
<b>Containers Non-Metal or Non- HDPE</b>	\$0.05 per litre / container size 30 litres or less	\$0.20 per litre / container size 50 litres or less	\$0.20 per litre / container size 50 litres or less	\$0.17 per litre / container size 50 litres or less	\$0.35 per litre / container size 50 litres or less	\$0.20 per litre / container size 50 litres or less	\$0.20 per litre / container size 50 litres or less	\$0.50 per litre / container size 50 litres or less	\$0.20 per litre / container size 50 litres or less
<b>Filters less than 8" or all sump type filters</b>	\$0.50 per filter	\$0.55 per filter	\$0.50 per filter	\$0.50 per filter	\$0.30 per filter effective Jan 1, 2022	\$0.30 per filter effective April 1, 2022	\$0.50 per filter	\$0.60 per filter	\$0.40 per filter effective April 1, 2022
<b>Filters equal to or greater than 8"</b>	\$1.00 per filter	\$1.25 per filter	\$1.00 per filter	\$1.00 per filter	\$0.80 per filter effective Jan 1, 2022	\$0.80 per filter effective April 1, 2022	\$1.00 per filter	\$1.20 per filter	\$0.90 per filter effective April 1, 2022
<b>Glycol/Antifreeze Concentrate</b>	-	\$0.20 per litre	\$0.08 per litre	\$0.14 per litre	\$0.16 per litre	\$0.12 per litre	\$0.12 per litre	\$0.35 per litre	\$0.18 per litre
<b>Glycol/Antifreeze Premix</b>	-	\$0.20 per litre	\$0.08 per litre	\$0.14 per litre	\$0.10 per litre	\$0.08 per litre	\$0.08 per litre	\$0.20 per litre	\$0.10 per litre
<b>Glycol/Antifreeze Container</b>	-	\$0.12 per litre / container size 50 litres or less	\$0.12 per litre / container size 50 litres or less	\$0.10 per litre / container size 50 litres or less	\$0.08 per litre / container size 50 litres or less	\$0.12 per litre / container size 50 litres or less	\$0.12 per litre / container size 50 litres or less	\$0.20 per litre / container size 50 litres or less	\$0.10 per litre / container size 50 litres or less
<b>Diesel Exhaust Fluid Container</b>	-	-	\$0.12 per litre / container size 50 litres or less	\$0.10 per litre / container size 50 litres or less	-	-	\$0.10 per litre / container size 50 litres or less effective Jan 1, 2022-	-	\$0.10 per litre / container size 50 litres or less
<b>Brake Cleaner Aerosol Container</b>	-	-	-	-	\$0.35 per unit	\$0.25 per unit	\$0.25 per unit	\$0.35 per unit	\$0.25 per unit
<b>Automotive parts cleaner Aerosol Container</b>	-	-	-	-	-	-	\$0.25 per unit effective Jan 1, 2022-	-	\$0.25 per unit
<b>Lubricant Aerosol Container</b>	-	-	-	-	\$0.35 per unit	\$0.25 per unit	\$0.25 per unit	\$0.35 per unit	\$0.25 per unit

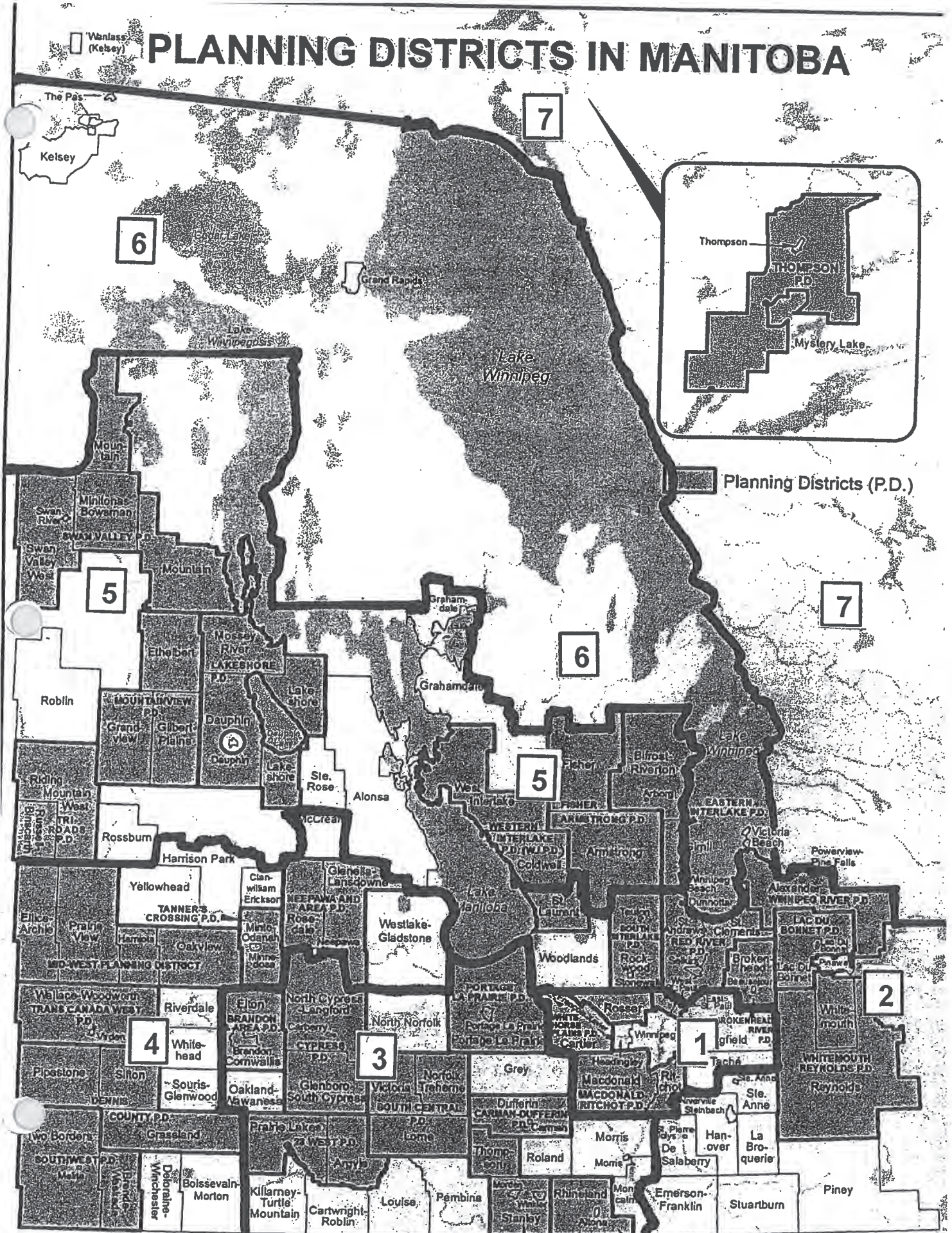


### Initial Fill (OEM) Category Summary

Initial Fill (OEM) Category Summary						
		Hydraulic & Lube Oil (litre)	Coolant Premix (litre)	Filters small < 8"	Filters large >= 8"	
BC Recycling Management Authority		0.05	-	0.50	1.00	
BC Used Oil Management Association		0.06	0.20	0.55	1.25	
MB Association for Resource Recovery Corp		0.06	0.08	0.50	1.00	
NB UOMA NB		0.03	0.08	0.30	0.80	
NL UOMA NL		0.07	0.20	0.60	1.20	
NS UOMA NS		0.03	0.10	0.40	0.90	
PE UOMA PE		0.03	0.08	0.50	1.00	
QCLa Société de gestion des huiles usagées		0.05	0.10	0.30	0.80	
SK Association for Resource Recovery Corp		0.05	0.14	0.50	1.00	
Group Category						
Description	Category or Size	Hydraulic & Lube Oil (litre)	Coolant Premix (litre)	Filters small < 8"	Filters large >= 8"	Additional Information
Automotive						
Cars		13	8	2	0	1
Light Trucks		18	10	2	0	1
Medium Duty Trucks / Buses / Motorhomes		27	17	2	0	From GVWR - 8501 to 19,500 lb
Heavy Duty Trucks / Buses / Motorhomes		144	55	0	3	From GVWR - 19,501 lb or greater
1 Cars and Light Trucks categories are as defined in Natural Resources Canada Fuel Consumption Guide (updated annually) Any other vehicles that are not specifically identified in the Natural Resources Canada Fuel Consumption Guide are either Medium Duty trucks or Heavy Duty Trucks according to the appropriate (GVWR) Gross vehicle weight rating.						
Electrical Equipment						
Transformers and Capacitors						Report actual volumes of oil used in the initial fill of all transformers and capacitors
All other electrical equipment not specifically listed above - Effective in Alberta July 1, 2020, effective in all other Associations January 1, 2022						Customizable - report actual quantities
* Report actual volumes of oil used in the initial fill of all transformers and capacitors - no EHC on these oils neither in Quebec nor in New Brunswick						
Riding Mowers & Utility Vehicles						
Commercial Riding Mowers		13	4	1	0	Riding is defined as the operator either stands on a platform or sits on a seat
Utility Vehicles		13	4	1	0	
All other riding mowers & utility vehicles not specifically listed above - Effective in Alberta July 1, 2020, effective in all other Associations January 1, 2022						Customizable - report actual quantities
Agriculture Equipment - following AEM category						
Combine	FE23	178	69	1	4	All sizes
Forage Harvesters	FE27	259	74	0	6	All sizes
Sprayers	FESP	224	32	3	1	All sizes
Tractor	FE01-1	33	5	3	1	PTO HP less than 40 HP
Tractor	FE01-2	69	16	3	1	PTO HP between 40-100 HP
Tractor	FE01-3	132	31	3	2	PTO HP greater than 100 HP
Tractor	FE22	436	52	0	6	4-wheel drive
Tractor	Tracks	379	48	1	4	All sizes
Wind Rowers	FEW3	113	29	3	1	All sizes
All other agricultural equipment not specifically listed above - Effective in Alberta July 1, 2020, effective in all other Associations January 1, 2022						Customizable - report actual quantities
Construction Equipment - following ISO 6165						
Dozer	Compact	59	8	1	3	Less than 4500 kg
Dozer	Full size	190	30	1	3	Greater than 4500 kg
Dumper	Compact	130	92	1	2	Less than 4500 kg
Dumper	Full size	420	369	2	2	Greater than 4500 kg
Excavator	Compact	61	6	3	2	Less than 6000 kg
Excavator	Full size	384	36	2	2	Greater than 6000 kg
Grader	Compact	95	14	1	3	Less than 4500 kg
Grader	Full size	308	56	1	3	Greater than 4500 kg
Horizontal Direction Drills	All	123	63	2	2	
Loader	Compact	57	9	1	2	Less than 4500 kg
Loader	Full size	184	36	3	2	Greater than 4500 kg
Pipe Layers	All	366	65	0	5	Including rotating
Rollers	Full size	120	21	4	0	Greater than 6000 kg
Rollers	Compact	74	19	4	0	Less than 6000 kg
Scrapers	All	871	528	0	6	
Trenchers	Full size	128	16	2	1	Greater than 3000 kgs
Trenchers	Compact	73	0	2	1	Less than 3000 kgs
Trenchers	Portable	33	10	1	0	All walk behind & stand-wide behind
All other construction equipment not specifically listed above - Effective in Alberta July 1, 2020, effective in all other Associations January 1, 2022						Customizable - report actual quantities
Forestry Equipment						
Attachments - Planting, Site Preparation	All	65	15	1	1	
Feller, Feller Bunchers	All	368	35	2	1	
Harvesters	All	43	267	3	0	
Log Loaders, Processors, Slashers	All	398	26	3	1	
Skidders	All	162	29	4	3	
All other forestry equipment not specifically listed above - Effective in Alberta July 1, 2020, effective in all other Associations January 1, 2022						Customizable - report actual quantities
Specialized Equipment						
All specialized equipment. Effective in Alberta July 1, 2020, effective in all other Associations January 1, 2022						Customizable - report actual quantities
Recreational Equipment						
All recreational equipment. Effective in Alberta July 1, 2020, effective in all other Associations January 1, 2022						Customizable - report actual quantities



# PLANNING DISTRICTS IN MANITOBA





## TERMS AND CONDITIONS

In consideration of the Manitoba Association For Resource Recovery Corp. (MARRC) accepting the registration of the applicant, and in consideration of the applicant becoming eligible to receive payment from MARRC of Return Incentives, and in consideration of the applicant's agreement to exercise his powers and carry out his duties in accordance with The Waste Reduction and Prevention Act of the Province of Manitoba (the "Act"), any regulations made under the Act (the "regulations") and any bylaws made by MARRC (the "bylaws"), and in consideration of the covenants contained herein, the applicant agrees as follows:

1. The applicant represents and warrants that all information provided to MARRC in this application, and in all documents required by virtue of the applicant's registration with MARRC, or by virtue of the requirements of law, are true and accurate.
2. The applicant agrees to indemnify and hold MARRC, its directors, officers, employees and agents, harmless for all costs, expenses, claims, demands and actions as a result of its participation with MARRC in the stewardship program established pursuant to the Act and the regulations and as a result of any untrue or inaccurate statement or information provided by the applicant.
3. The applicant agrees to be bound by MARRC bylaws, programs, policies and procedures.
4. The applicant agrees to provide MARRC with all reasonable information relating to this Application or any matter that relates to the program or procedures of MARRC and agrees that MARRC has a right of access to any and all such information during normal business hours and on 24 hours notice to the applicant.
5. The applicant agrees to provide, at the request of MARRC, all documentation, receipts, entries, or information that may support or relate to any claim for return incentives to MARRC, upon request.

The applicant hereby acknowledges and agrees that any funds, Return Incentives, payments, advances, paid under MARRC programs are paid subject to verification of any information requested by MARRC, and subject to all required information being correct and sufficient for the purpose of MARRC.

7. Any registration granted, or any payment made by MARRC, where there is a false certificate by the applicant, or false or misleading information provided by the applicant, shall be considered to have been granted or paid in mistake. Any such registration is void and any such payment is held in trust by the applicant for the sole and exclusive benefit of MARRC. Such payments or funds shall be returned forthwith to MARRC upon either MARRC's or the applicant's discovery of the error.
8. MARRC maintains the right, at its sole discretion to withhold any payment or registration of application, until sufficient verification or information has been provided by the applicant in relation to any manner reasonably requested to be verified by MARRC.
9. MARRC reserves all rights and remedies provided to it under law that may be in addition to any terms contained herein.
10. The applicant acknowledges MARRC's authority to make bylaws, policies and procedures and agrees to be bound by any bylaws, policies and procedures made by MARRC.
11. The applicant acknowledges and agrees that MARRC may cancel or suspend the registration of the applicant if the applicant contravenes the Act, the regulations or the bylaws, or upon any false or misleading representation made in any application or claim form for payment of MARRC's Return Incentive. The applicant acknowledges and agrees that MARRC may cancel or suspend the registration of the applicant if: (a) the applicant ceases to carry on business; or (b) the applicant applies to terminate his registration with MARRC.

The applicant agrees to terminate his registration with MARRC if the applicant's registration is cancelled or suspended. The applicant agrees he will not be entitled to carry on, and will not participate in, business under MARRC's programs unless he is registered and his registration is not under suspension.

## Manitoba Association for Resource Recovery Corp.

### Return Incentive Summary Claim Form

Carrier Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ Prov. \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Carrier GST# \_\_\_\_\_  
 MARRC Registered Carrier Number \_\_\_\_\_ Carrier Invoice# \_\_\_\_\_

Please attach completed copies of  
 MARRC Bills of Lading MARRC BL-600.  
 Claims without supporting Bills of Lading  
 will not be processed. Payment will  
 follow within 30 days after receipt by  
 MARRC.

Ref #	Date	Zone	Material Description	Unit	Quantity	*Dockage =	Quantity Claimed : Zone RI	Amount Claimed
							<b>*Water dockage in excess of 5%</b>	<b>Subtotal</b>
<b>Valid Unit Descriptions: Litre (Oil) or (Antifreeze) ~ Drum &amp; KGs (205 Litre or Equivalent - Filters) ~ Kg (Containers)</b>								<b>GST @ 5%</b>
								<b>Total claimed</b>

**I certify the information contained on this claim is correct. I understand the information is subject to audit. I certify that the materials included in this claim were obtained from generators, return depots EcoCentres and intermediaries within Manitoba.**

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

MARRC RICF-700

MARRC GST# 882645989RT

**Return Incentive Claim and Audit Process  
(sample letter) Page 2**

**Audit Process**

The terms of the Registration Agreement include provision for audit of registrant records to ensure compliance with the agreement with respect to the payment of Return Incentives. As indicated earlier in this letter, this will include a review of supporting documentation such as multiple manifests, Manitoba Environment manifests and weigh scale tickets. The registrants to be audited will be determined within the guidelines provided by the Board. The Board of the Association will approve the nature and extent of any audit.

**Record Retention**

The records to be retained should be those required to support the RI information set out in MARRC RICF-700 (Appendix 7).

The period of retention for these records should be the longest provincial, state or federal legal requirement, for a minimum of two years.

**Other**

For your information, we have included the following attachments:

- Form MARRC RICF-700 (Appendix 7) - Return Incentive Summary Claim Form
- Form MARRC BL-600 (Appendix 6) - Bill of Lading
- Form MARRC RC-500 (Appendix 5) - Registered Carrier Application Form
- Form MARRC EU-400 (Appendix 4) - Registered Processor/End User Application Form

A supply of Return Incentive Claim Forms and Bills of Lading are available from MARRC. Please contact MARRC at (204)632-5255 or Fax to (204) 633-9380 to obtain these forms.

Should you have any questions or require clarification of these procedures, please call (204) 632-5255. Thank you.

Yours very truly

Ron Benson  
Executive Director

Attachments

## Return Incentive Rates



## RETURN INCENTIVE RATES

*Return Incentives are payments made by MARRC to registered carriers of used lubricating products and Antifreeze serving industrial, commercial, institutional and domestic generators.*

<u>ZONE</u>	<u>Oil</u> (\$/Litre) (As of July 1, 2022)	<u>Filters</u> (\$/KG) (As of July. 1, 2022)	<u>Oil, AF &amp; DEF Containers</u> (\$/KG) (As of July. 1, 2022)	<u>Antifreeze</u> (\$/Litre) (As of July. 1, 2022)
Zone 1	0.08	0.73	1.85	0.40
Zone 2	0.13	0.97	2.50	0.52
Zone 3	0.13	0.97	2.50	0.52
Zone 4	0.16	1.09	2.70	0.54
Zone 5	0.17	1.12	2.75	0.63
Zone 6	0.20	1.21	2.80	0.66
Zone 7	0.28	1.46	3.50	0.80

For pick-ups from Generators in Manitoba on or after July 1, 2022

Used Oil Container Processor Return Incentive = \$0.30/Kg

# RETURN INCENTIVE RATES Across Canada

										Maritimes				
MARRC			SARRC		ARMA		BCUOMA		AMS Ontario	SOGHU	New Brunswick	Nova Scotia	Newf. & Lab	PEI
April 1 2014		July 1 2022	July 1 2015	Jan. 1 2022	Old Rates	Jan. 1 2022 to be amended in 2022	Oct. 1 2018	Oct. 1 2018		Jan. 1 2021	Jan. 1 2020	Jan. 1 2020	Jan. 1 2021	Jan. 1 2020
<b>Oil &amp; A/F CONTAINERS</b>														
\$/KG														
	1.69	1.85	1.68	1.85	1.49	1.82	1.89	2.09		1.37	2.30	2.25	4.30	2.35
	1.80	2.50			1.80		2.30	2.84		1.80	2.45			
	1.80	2.50	2.10	2.50	1.76		2.30	2.84		2.05	2.45	2.45	4.45	
	1.85	2.70			1.65	2.11	2.18	2.70		2.05	2.50			
	1.90	2.75	2.50	2.80	1.76		2.58	3.19		2.35	2.50	2.60	4.70	
	1.95	2.80					2.36	2.91		2.43			7.00	
							1.90	2.35		2.43				
	2.10	3.50	3.15	3.50	1.95	2.21	2.30	2.84		2.65	2.75	2.90	5.25 (Lab)	
							2.58	3.19		2.65				
							2.58	3.19		5.35				
							7.45	9.20		5.35				
<b>OIL</b>														
Effective: \$/Litre														
	0.08	0.08	0.08	0.08	0.08	0.05	0.04	0.052	0.082		0.05	0.04	0.04	0.10
	0.10	0.11	0.13			0.08		0.094	0.124		0.06	0.11		
	0.10	0.11	0.13	0.12	0.13	0.08		0.115	0.145		0.08	0.11	0.08	0.24
	0.11	0.12	0.16			0.08	0.07	0.083	0.113		0.08	0.07		0.30
	0.12	0.13	0.17	0.18	0.20	0.10		0.167	0.197		0.08	0.11	0.10	0.15
	0.14	0.15	0.20					0.134	0.164		0.10	-		
	0.17	0.18	0.28	0.25	0.28	0.15	0.12	0.084	0.114		0.08	0.11	0.12	0.23 (Lab)
								0.115	0.145		0.11			
								0.115	0.145		0.11			
								0.167	0.197		0.18			
								0.273	0.303		0.28			
NET Wgt.														
<b>FILTERS</b>														
Effective: \$/KG														
	0.68	0.71	0.73	0.70	1.00	0.72	1.04	1.20	0.84		0.75	0.80	0.80	1.75
	0.80	0.92	0.97		0.81	0.87		1.30	1.17		0.75	1.00		
	0.80	0.92	0.97	0.80	1.15	0.87		1.50	1.05		0.90	1.00	0.85	2.68
	0.90	1.02	1.09		0.97	0.97	1.30	1.35	0.95		0.92	0.90		3.21
	1.00	1.12	1.12	0.92	1.35	1.08		1.95	1.37		0.95	1.00	0.95	2.50
	1.09	1.21	1.21		1.09			1.70	1.19		1.00			
	1.30	1.42	1.46	1.25	1.80	1.39	1.82	1.30	0.91		1.00	1.00	1.10	2.00 (Lab)
					1.46			1.90	1.33		1.05			
								2.00	1.40		1.05			
								2.00	1.40		1.35			
								3.00	2.10		1.50			
<b>ANTIFREEZE *</b>														
\$/Litre														
	0.30	0.34	0.40	0.62				0.35			0.46	0.53	0.50	1.40
	0.38	0.50						0.35			0.49	0.68		
	0.38	0.50	0.49	0.75				0.40			0.58	0.68	0.60	1.82
	0.40	0.52						0.40			0.58	0.60		2.04
	0.42	0.57	0.61	0.95				0.50			0.70	0.68	0.80	1.75
	0.45	0.60						0.40			0.77			
	0.55	0.70	0.81	1.25				0.45			0.74	0.68	0.90	1.26 (Lab)
								0.50			0.97			
								0.40			0.97			
								0.50			1.19			
								0.70			1.26			
								0.70						
<b>Oil &amp; A/F * CONTAINERS PROCESSING</b>														
	0.30	0.75		0.40		N/A		0.50						

EcoCentre Government  
License & MARRC Agreement  
- Location sample



LICENCE

63 HW

Licence No./Licence n° \_\_\_\_\_  
Issue Date/Date de délivrance July 13, 1998

In accordance with the Manitoba Dangerous Goods Handling and Transportation Act (C.C.S.M. c. D12)/  
Conformément à la Loi sur la manutention et le transport des marchandises dangereuses (C.P.L.M. c. D12)  
Pursuant to Section 11/Conformément au Paragraphe 11

THIS LICENCE IS ISSUED TO:/CET LICENCE EST DONNÉ À:

THE TOWN OF CARMAN; "the Licencee"

for the construction and operation of a used oil collection facility ("the facility") located at NW ¼ 13-6-5W, in the Rural Municipality of Dufferin, and in accordance with the Proposal filed under The Dangerous Goods Handling and Transportation Act on May 29, 1998, and subject to the following specifications, limits, terms and conditions:

DEFINITIONS

In this Licence,

"accredited laboratory" means a laboratory that is accredited as per Manitoba Environment Information Bulletin 98-02E, "Policy on Accredited Laboratories";

"Director" means an employee of the department who has been designated or appointed by the Minister;

"operator" means a person who is responsible for the day-to-day maintenance and operation of the facility;

"oil" means any petroleum or synthetic crankcase oil, engine oil, hydraulic fluid, transmission fluid, gear oil, heat transfer fluid, or other fluid capable of use for lubricating purposes in machinery or equipment;

"permanently closed" means that the facility is not operated for a period of 12 months or more;

"registered Generator" means a person who is registered as a hazardous waste generator pursuant to Manitoba Regulation 175/87 under the Dangerous Goods Handling and Transportation Act;

"used Oil" means oil that through use, storage, handling, defect, damage, expiry of shelf life or other similar circumstances can no longer be used for its original purpose; and

"used oil products and material" means used oil, used oil filters or used oil containers.



### GENERAL TERMS AND CONDITIONS

This Section of the Licence contains requirements intended to provide guidance to the Licencee in implementing practices to ensure that the environment is maintained in such a manner as to sustain a high quality of life, including social and economic development, recreation and leisure for present and future Manitobans.

1. The Licencee shall ensure that only the storage tank with a capacity of 4500 litres referred to in the proposal is used to collect used oil at the facility.
2. The Licencee shall ensure that the operator representatively samples each full tank of collected used oil. The operator shall retain the sample until verification of destruction or recycling of the oil is received.
3. The Licencee shall, upon the request of the Director, have the sample of used oil referred to in Clause 2) analyzed by an accredited laboratory.
4. The Licencee shall maintain for each tank in the process of being filled, a tank collection log, containing, at minimum:
  - a) date and time of receipt;
  - b) name and address (or vehicle licence number) of the person who delivered the oil;
  - c) quantity of oil received;
  - d) signature of the person who delivered the oil; and
  - e) for commercial / industrial generators, the Manitoba Generator Registration Number.
5. The Licencee shall ensure that all records, including but not limited to tank collection logs, manifests, shipping documents, sample analyses, and spill reports, are to be kept for a minimum period of two years and are available for inspection by an Environment Officer.
6. The Licencee shall ensure that the operator visually inspects each individual container of used oil that is collected at the facility for contamination before the contents are transferred to the collection tank.
7. The Licencee shall ensure that any used oil that is deemed to be contaminated is not accepted at the facility and may be returned to the person who previously possessed the used oil.
8. The Licencee shall ensure that only the operator or other trained personnel employed by the Licencee shall transfer used oil into the collection tank.
9. The Licencee shall ensure that:
  - a) legible, weatherproof signs are posted at the entrance to the facility identifying the area as a used oil collection facility; and
  - b) the signs indicate the hours of operation, a contact number and a warning not to leave used oil products and material at the depot when the operator or other trained personnel is not available to accept delivery.

10. The Licencee shall ensure that when the operator or other trained personnel is not present at the facility, the facility is locked in a manner that prevents unauthorized delivery of used oil products and materials into the collection tank.
11. The Licencee shall ensure that all spills of used oil in excess of 100 litres at the facility are reported immediately to Manitoba Environment at (204) 944-4888.
12. The Licencee shall ensure that all spills of used oil in excess of 5 litres but less than 100 litres at the facility are reported to the Portage la Prairie office of Manitoba Environment as soon as is practicable.
13. The Licencee shall ensure that all persons who will be assigned duties at the facility will receive training in:
  - a) Transportation of Dangerous Goods Regulations; and
  - b) procedures pertaining to the operation of the facility.
14. The Licencee shall ensure that trained personnel are on site at all times when the facility is open to receive used oil products and material.
15. The Licencee shall ensure that only used oil products and material are received at the facility.
16. The Licencee shall ensure that the facility does not receive oil products and material from commercial / industrial generators that are not registered generators.
17. The Licencee shall ensure that each transport of used oil from the facility is accompanied by a hazardous waste manifest, or a dangerous goods shipping document, as appropriate.
18. The Licencee shall ensure that the facility is properly equipped with spill cleanup equipment and supplies.
19. The Licencee shall ensure that only licenced hazardous waste carriers are consigned to transport used oil from the facility.
20. The Licencee shall ensure that a written agreement is in place with a licenced hazardous waste carrier at all times during the lifetime of the facility.

#### SPECIFICATIONS, LIMITS, TERMS AND CONDITIONS

21. The Licencee shall ensure that approval is obtained in writing from the Director for any proposed alteration to the facility before proceeding with the alteration.
22. The Licencee shall, at the request of the Director, in the event that the facility is permanently closed, ensure an investigation is conducted in accordance with "Manitoba Environment's Guideline for Environmental Site Investigations in Manitoba", (March 1998), to identify any contamination which may have resulted from the operation of the facility.

23. The Licencee shall ensure that, where the investigation referred to in Clause 22 of this Licence shows that contamination of the environment has occurred, submit a remediation proposal to the Director and, upon approval of this proposal by the Director carry out the required remediation.
24. The Licencee shall ensure that, within 60 days of the issuance of this license, the Director is provided with a contingency plan outlining procedures to be used in the event of a leak, spill, fire or other hazardous condition at the facility.
25. The Licencee shall ensure that it maintains throughout the term of this Licence:
  - a) \$50 000. 00 Property Insurance;
  - b) \$5 000 000. 00 General Comprehensive Liability Insurance; and
  - c) \$250 000. 00 Environmental Impairment Liability Insurance.
26. The Director may, where he/she deems it in the public interest, require the Licencee to provide financial assurance in the form of a letter of credit, a bond, further insurance, or other form acceptable to the Director in an amount to be determined by the Director. The Director may order forfeiture of this security, either in whole or in part, by giving notice to that effect to the Licencee upon the Director being satisfied that the facility is in breach of any of the terms of this License, or for reimbursement of any costs or expenses incurred by the Province of Manitoba in rectifying environmental damage caused or contributed to by the operation of the facility.

#### REVIEW AND REVOCATION

- A. If, in the opinion of the Director, the Licencee has exceeded or is exceeding or has or is failing to meet the specifications, limits, terms, or conditions set out in this Licence, the Director may, temporarily or permanently, revoke this Licence.
- B. If the construction of the facility has not commenced within three years of the date of this Licence, the Licence is revoked.
- C. If, in the opinion of the Director, new evidence warrants a change in the specifications, limits, terms or conditions of this Licence, the Director may require the filing of a new proposal pursuant to The Dangerous Goods Handling and Transportation Act.
- D. This Licence shall be reviewed by the Director five years from the issue date of the Licence.

*D. Redgen*  
for \_\_\_\_\_  
Director  
South Central Region

**THIS AGREEMENT** is made the 1st day of August 2016.

BETWEEN:

**MANITOBA ASSOCIATION FOR RESOURCE RECOVERY CORP.**,  
a non-profit corporation incorporated in accordance  
with the laws of the Province of Manitoba  
and having an address of  
35-1313 Border Street, Winnipeg, Manitoba, R3H 0X4  
("MARRC"),

OF THE FIRST PART,

- and -

**THE TOWN OF CARMAN**  
A Town within the Province of Manitoba  
and having an address of  
Box 160, Carmen, Manitoba R0G 0J0  
("Owner/Operator"),

OF THE SECOND PART.

**WHEREAS** MARRC is a non-profit corporation incorporated under the laws of the Province of Manitoba for the purposes of, among other things, establishing, developing, implementing and maintaining an Automotive Antifreeze Stewardship Program and an Used Oil Products and Material Stewardship Program (collectively, the "Program") in accordance with the requirements of the *Used Oil, Oil Filters and Containers Stewardship Regulation* and the *Household Hazardous Material and Prescribed Material Stewardship Regulation of The Waste Reduction and Preventions Act* of the Province of Manitoba;

**AND WHEREAS** the Owner/Operator has constructed and operates an eco-centre for the collection of Applicable Material (as hereinafter defined) with the assistance and support of the Program;

**AND WHEREAS** by agreement dated August 1, 2014, MARRC and the Owner/Operator entered into an agreement respecting the terms and conditions of the operation of the Program, which agreement expired on the 31st day of July 2016 (the "Original Agreement");

**AND WHEREAS** the parties are desirous of entering into this Agreement which shall replace and supersede the Original Agreement for the purposes of extending the term of the Original Agreement and amending and restating the terms and conditions of the Original Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for and in consideration of the premises, and the terms and conditions set forth hereinafter, the parties hereto covenant and agree as follows:



1. **DEFINITIONS**

In this Agreement:

- (a) **"Act"** means *The Waste Reduction and Prevention Act* (Manitoba), as the same may be amended from time to time, and including any act of the legislature enacted in replacement thereof;
- (b) **"Applicable Laws"** means, with respect to any person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such person, property, transaction or event;
- (c) **"Applicable Material"** means Automotive Antifreeze, Automotive Antifreeze Containers, Used Oil, Used Oil Filters and Used Oil Containers;
- (d) **"Applicable Year"** means the 12 month period commencing August 1 and ending July 31;
- (e) **"Automotive Antifreeze"** shall have the same meaning as for the purposes of the Regulations from time to time;
- (f) **"Automotive Antifreeze Container"** means a container that is manufactured for the purposes of holding household hazardous material or prescribed material or in which household hazardous material or prescribed material is supplied in respect of Automotive Antifreeze;
- (g) **"Agreement"** means this agreement and all preambles, recitals and schedules hereto, along with any amendments hereto or thereto;
- (h) **"EcoCentre"** means the collection depot described in Schedule "A" hereto and includes the building and equipment described in such Schedule "A";
- (i) **"EcoCentre Location"** means the location for the EcoCentre as described in Schedule "A" attached hereto;
- (j) **"Environmental Laws"** means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment and the health and safety of people, animals and vegetation, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Applicable Material or other Hazardous Substances, and/or (ii) the storage, generation, use, handling, manufacture, processing, transportation, treatment, release and disposal of Applicable Material and/or other Hazardous Substances;
- (a) **"Environmental Liability"** means any claim, legal proceeding, fine, cost, assessment of damages or liability whatsoever arising out of, relating to, or resulting from: (i) any breach of Environmental Laws by the Owner/Operator or any of its employees, agents or representatives; (ii) the presence or release of any Hazardous Substances in, on, at, under, to or from the EcoCentre Location

or the lands or waters adjacent to, or in the vicinity of the EcoCentre Location; or (iii) any other circumstance, condition, matter, occurrence, issue, event or requirement relating to the environment, environmental assessment, health, occupational health and safety, transportation of dangerous goods or the existence or presence of Hazardous Substances that arises from, is caused (directly or indirectly) by, or relates to, the ownership, use, misuse or operation of the EcoCentre or the collection, storing or otherwise dealing with of Applicable Material or other Hazardous Substances by the Owner/Operator or by any other person on its behalf;

- (k) **“Governmental Authority”** means, the government of Canada, the government of Manitoba and each ministry, department, commission, board, bureau or other agency of, or municipality, regional district or other local governing body established by, any such government, or other political subdivision thereof, and includes any person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government;
- (l) **“Hazardous Substances”** means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws, including contaminants, pollutants, dangerous substances, dangerous goods, liquid wastes, industrial wastes, hauled liquid wastes, radioactive wastes, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in any Environmental Laws and including specifically Applicable Material;
- (m) **“Oil”** means any petroleum or synthetic crank case oil, engine oil, hydraulic fluid, transmission fluid, gear oil, heat transfer fluid, or other fluid capable of use for lubricating purposes in machinery and equipment;
- (n) **“Oil Container”** means a container with a capacity of 30 litres or less that is manufactured for the purposes of holding Oil or in which Oil is supplied;
- (o) **“Oil Filter”** means any spin-on or element style oil filter that is used in hydraulic transmission or internal combustion engine applications and includes a diesel fuel filter, but does not include a gasoline fuel filter;
- (p) **“Original Agreement”** has the meaning ascribed to it in the preamble hereto;
- (q) **“Regulations”** means the *Regulations* passed pursuant to the Act, as same may be amended from time to time, and including any successor or supplemental regulations enacted under the Act in replacement thereof;
- (r) **“Term”** means the period commencing August 1, 2016 and ending on July 31, 2018, subject to early termination pursuant to Section 12 hereof and renewal pursuant to Section 5;
- (s) **“Used Oil”** means Oil that through use, storage, handling, defect, damage, expiry of shelf life or other similar circumstances can no longer be used for its original purpose;
- (t) **“Used Oil Container”** means an Oil Container that through use can no longer be used for its original purpose; and

- (u) **“Used Oil Filter”** means an Oil Filter that through use, storage, handling, defect, damage or other similar circumstances can no longer be used for its original purpose.

2. **HEADINGS**

All headings employed herein are inserted for conveniences of reference only and shall not affect the construction or interpretation of this Agreement.

3. **EXTENDED MEANINGS**

Words importing the singular number shall include the plural and vice versa, and words importing the masculine or neuter gender shall include the masculine, feminine, and neuter genders, and words importing persons shall include companies, corporations, partnerships, syndicates, trusts, first nations and any number or aggregate of persons, wherever the factor context so requires.

4. **FINANCIAL ASSISTANCE**

Subject to compliance by the Owner/Operator of its covenants and agreements herein, MARRC agrees to provide the following financial assistance to the Owner/Operator:

- (a) an annual contribution, for each full Applicable Year during the Term, equal to the lesser of: (i) the Owner/Operator’s actual costs of insuring the EcoCentre; the actual costs of advertising the availability of the EcoCentre for the collection of Applicable Material, and the Owner/Operator’s actual staff costs to operate the EcoCentre during the Applicable Year; and (ii) the maximum contribution set out in Schedule “B” hereto for each of such respective operating cost categories\*. The said annual contribution (which, for greater certainty, shall never exceed the total set out in Schedule “B”) shall be paid within 60 days of the Owner/Operator having provided to MARRC its completed operating statements for the operation of the EcoCentre in respect of the Applicable Year, together with an itemized list of its operating costs in a form and content acceptable to MARRC in its sole discretion; and
- (b) if beyond 10 years a fixed annual contribution of NIL in respect of each full Applicable Year, payable at the same time as the annual contribution referenced in 4(a) above is paid.

\* It is acknowledged and agreed that MARRC may, in its discretion, reduce the maximum operating support set out in (a)(ii) above at any time, and from time to time, provided that it gives written notice of such reduction to the Owner/Operator on or before May 31 for any such reduction to commence in, or apply to, the next ensuing Applicable Year (i.e. for the reduction to take effect 60 days later on August 1).

It is acknowledged and agreed that the foregoing constitutes the entire financial commitment of MARRC in respect of the EcoCentre, its operation or otherwise and that this section constitutes the entire and only obligation of MARRC under this Agreement.

## 5. RELOCATION AND RENEWAL

The Owner/Operator may, at its sole cost and expense, relocate the EcoCentre from the current EcoCentre Location to a new location during the Term, but only with the prior written approval of MARRC, which approval shall not be unreasonably withheld, together with such other approvals as may be necessary in compliance with all Applicable Laws. In such a case, all references herein to "EcoCentre Location" shall be deemed to mean both the new location and all prior locations of the EcoCentre.

This Agreement will automatically renew for successive two (2) year terms unless either party gives the other party notice that it wishes to terminate the Agreement and not renew, at least thirty (30) days prior the end of the then current Term. Each such 2 year renewal terms shall be deemed to be the then current "Term" hereunder and shall be on the same terms and conditions as set out in this Agreement provided always that:

- (a) MARRC may, in its discretion, reduce the maximum operating support set out in (a)(ii) above at any time, and from time to time, provided that it gives written notice of such reduction to the Owner/Operator on or before May 31 for any such reduction to commence in, or apply to, the next ensuing Applicable Year; and
- (b) The fixed annual contribution to be provided by MARRC pursuant to paragraph 4(b) (if applicable) may be cancelled by MARRC for and in respect of each and any term subsequent to the initial Term ending July 31, 2018. It is acknowledged in particular that in no event shall such a fixed annual contribution be paid to the Owner/Operator (or its predecessor) for more than ten (10) years in total, inclusive of all years prior to this Agreement (including years prior to the Original Agreement) that MARRC has made such fixed annual contributions (previously referred to as ROI payments) to the Owner/Operator or its predecessors.

## 6. PUBLIC AWARENESS

Notwithstanding that both MARRC and the Owner/Operator agree to discuss and cooperate on any public awareness and/or advertising campaigns or initiatives in respect of the EcoCentre and its availability, any public awareness or advertising campaign developed or implemented by MARRC will be at the sole cost and expense and developed in the sole discretion of MARRC and any public awareness or advertising campaign developed or implemented by the Owner/Operator will be at the sole cost and expense and developed in the sole discretion of the Owner/Operator. MARRC may from time to time however provide generic brochures for the Owner/Operator to distribute and generic signs for the Owner/Operator to post at the EcoCentre Location and in the surrounding community.

## 7. OBLIGATIONS OF THE OWNER/OPERATOR

The Owner/Operator shall at all times:

- (a) safely and effectively operate the EcoCentre in a safe, secure and courteous manner during the regular business hours established by the Owner/Operator from time to time, in compliance with all Applicable Laws including, without limitation, Environmental Laws;



- (b) abide by and follow all operating procedures, responsibilities and directions as more particularly described in the MARRC Used Oil Material Collection Training Manual provided separately, as same may be revised from time to time, and the terms and conditions of the license issued to the Owner/Operator by Manitoba Conservation in connection with the operation of the EcoCentre (the "License");
- (c) promote the availability of the EcoCentre for the collection of Applicable Material and make and keep the EcoCentre accessible to the public, free of charge, to drop off Applicable Material during regular hours established by the Owner/Operator from time;
- (d) ensure that the collection, storage and handling of Applicable Material is properly supervised and conducted by trained staff and in a safe and efficient manner and to ensure that Applicable Material is collected in a timely manner so as to ensure continued collection capacity;
- (e) without limiting the generality of the foregoing, to call a MARRC registered collector (the "Collector") prior to the collection tank reaching 80% of its maximum level, and to perform such acts which are necessary or desirable to facilitate the removal of the Applicable Material by the Collector;
- (f) obtain, keep in force and comply with, all licenses, permits and consents required under Applicable Laws or by/from any Governmental Authorities in connection with the ownership, use or operation of the EcoCentre and/or for the collection or disposal of Applicable Material including, without limitation, the License;
- (g) not charge or impose any fee or levy of any nature or kind, directly or indirectly, to persons for the collection of Applicable Materials;
- (h) hire, train, employ, pay and remain responsible for, all required staff for the operation of the EcoCentre and the collection of Applicable Material;
- (i) receive acceptable Applicable Material;
- (j) receive acceptable Used Oil from oil drums using a drum pump and deposit all Used Oil in the collection tank;
- (k) conduct inventory control checks daily;
- (l) visually inspect Applicable Material and ensure it meets standards as may be prescribed by any and all Applicable Laws for the collection and recycling of same including, without limitation, the standards prescribed by the License, the Act and Regulations;
- (m) receive and supervise proper deposit of Applicable Material in equipment designated by MARRC or applicable regulation from time to time;
- (n) ensure that any person who is providing Applicable Material at the EcoCentre signs a log book in the form prescribed by MARRC for tracking purposes;
- (o) maintain the EcoCentre in a neat and tidy condition at all times and in a manner as may be prescribed by any Applicable Laws including, but not limited to, the standards prescribed by the License, the Act and Regulations and ensure the EcoCentre is locked and secure when the EcoCentre is unattended;

- (p) decommission the EcoCentre when appropriate or required; and
- (q) comply with its other obligations hereunder.

## 8. **RESPONSIBILITY / LIABILITY**

The Owner/Operator shall be solely responsible for all aspects of the ownership, use, maintenance and operation of the EcoCentre, the management of the EcoCentre Location, and the handling, collection, storage and transfer/disposal of Applicable Material thereat, or otherwise pursuant to this Agreement, until such point as the Applicable Material has been released to the Collector.

The Owner/Operator acknowledges and agrees that MARRC shall not be liable to the Owner/Operator nor to any other person for any matter, thing or event whatsoever relating to the establishment, operation, maintenance and decommissioning of the EcoCentre or for any of the matters referenced in the preceding paragraph or in section 7 as being the responsibility of the Owner/Operator, it being understood that MARRC is only providing financial assistance to the Owner/Operator to assist it in carrying out its plan for the responsible collection or Applicable Material at the EcoCentre Location, and its sole liability is to make the contributions pursuant to section 4 hereof, as and when due. The Owner/Operator hereby releases MARRC and each of its directors, officers, employees and agents from any and all liability, and from and against any claim, suit or demand the Owner/Operator has or may hereafter have against MARRC, for anything whatsoever arising pursuant to, or as a result of this Agreement and/or from any assistance MARRC may provide in respect of the EcoCentre or the Owner/Operator's collection, handling, storage and/or disposal of Applicable Material, except only that such release shall not extend to release MARRC from making the financial contributions it has agreed to make pursuant to section 4 hereof.

No partnership, joint venture or relationship of agency is created by this Agreement.

## 9. **ENVIRONMENTAL MATTERS**

Without limiting the generality of the Owner/Operator's responsibilities as set out in sections 7 and 8 above, the Owner/Operator shall at all times comply with all Environmental Laws and remain responsible, as between it and MARRC, for all Environmental Liabilities. The Owner/Operator shall indemnify and save MARRC and its directors, officers, employees and agents harmless from and against any Environmental Liability incurred by it or brought or assessed against MARRC or any of them.

The Owner/Operator shall practice due diligence in exercising its responsibilities and obligations as described herein. The Owner/Operator agrees to dispose of Applicable Material which has been contaminated by other materials wherein the contaminants are within reasonable human detection limits such as colour, odour and viscosity consistent with used oil ("**Contaminated Material**"). The Owner/Operator will contact a specialized waste management company to facilitate the removal of the Contaminated Material at Owner/Operator's sole cost and expense

## 10. INSURANCE

The Owner/Operator shall be solely responsible to obtain and maintain such property, liability and environmental impact liability insurance in respect of the EcoCentre and its operation thereof as a prudent owner/operator would obtain in similar circumstances and as may be required under Applicable Laws and, in any event, with limits of no less than \$50,000.00 for property, \$5,000,000 per loss for commercial general liability and \$250,000 per loss for environmental impairment liability. Such insurance shall contain a "limited environmental liability coverage" endorsement and shall include MARRC as an additional insured with a "cross-liability" or "severability of interests" endorsement.

## 11. GENERAL INDEMNIFICATION

The Owner/Operator agrees to indemnify and save harmless MARRC and each of its directors, officers, employees and agents from and against all claims, demands, suits or proceedings made against them, and all costs, expenses, damages or liabilities suffered or incurred by them (or any of them) in any way in connection with this Agreement or the provision of assistance to the Owner/Operator in connection with the EcoCentre or the collection, storage and transfer/disposal of Applicable Material by the Owner/Operator including, without limitation any claims, demands, suits, proceedings, costs, expenses, damages or liabilities arising out of or in connection with:

- (a) Any failure of the Owner/Operator to comply with the terms of this Agreement or to carry out its responsibilities hereunder;
- (b) Any injury (including death) to persons, or damage or loss to property, in any way brought about by the ownership, use, misuse or operation of the EcoCentre by the Owner/Operator or the handling or mis-handling, storage or improper storage, or the release of Applicable Material by the Owner/Operator or by any other person on the Owner/Operator's behalf; and
- (c) any Environmental Liability.

This indemnification, as well as the provisions of sections 7, 8 and 9 above, shall survive the termination of this Agreement and the expiry/earlier termination of the Term.

## 12. EARLY TERMINATION

MARRC may terminate the Term (thereby terminating its obligation to provide any further financial assistance hereunder) upon providing the Owner/Operator with seven (7) days' written notice in the event that the Owner/Operator does not comply with the terms of this Agreement, any Applicable Laws or directives of Governmental Authorities. In the event of such an early termination due to the Owner/Operator's default as aforesaid, all monies paid to the Owner/Operator or any supplier on its behalf by MARRC pursuant to this Agreement shall be refunded to MARRC within fifteen (15) days from MARRC having provided notice of termination. Interest shall accrue and be payable on all such amounts then unpaid at the expiration of the aforesaid fifteen (15) day period at the rate of ten (10%) percent per annum.

MARRC may also terminate this Agreement by providing written notice to the Owner/Operator in such instance where MARRC's operating license for the Program is terminated or fails to be renewed by the Province of Manitoba. The Owner/Operator confirms having been advised that the operating license for the Program will be up for renewal on December 15, 2017. If the extension of the Program is not approved by the Province of Manitoba, it is acknowledged that MARRC would have no choice but to thereupon terminate this Agreement, which termination shall be without liability to MARRC.

In the event of termination of this Agreement for any reason, MARRC shall be relieved of any obligation to provide support or financial assistance to the Owner/Operator.

13. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties hereto in respect of the subject matter hereof and supercedes any and all prior agreements (including the Original Agreement) which may have been made between the parties. Neither party is relying on a representation, promise or assurance given by the other party which is not fully set out in this Agreement, in entering into this Agreement.

14. **SEVERABILITY**

If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement shall be separately valid and enforceable to the full extent permitted by law.

15. **NON-WAIVER**

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the parties hereto in the observance or the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

16. **APPLICABLE LAW**

This Agreement shall be governed and construed in all respects by the laws of the Province of Manitoba.


17. **COUNTERPARTS**

This instrument may be executed by the parties via facsimile or electronically delivered (pdf) counterpart and each of such counterparts shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year above written by their authorized officers.




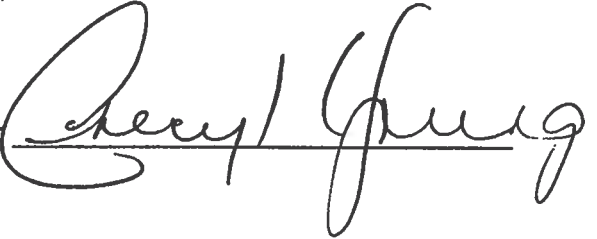
**MANITOBA ASSOCIATION FOR  
RESOURCE RECOVERY CORP.**

Per:   
Authorized Signatory

Per:   
Authorized Signatory

**THE TOWN OF CARMAN**

Per: 

Per: 

Schedule "A"

SITE LOCATION AND DESCRIPTION OF ECOCENTRE

THE MOST WESTERLY FIVE HUNDRED AND EIGHTY FEET IN WIDTH OF THE MOST NORTHERLY ONE THOUSAND ONE HUNDRED AND TWENTY-SIX AND SIX TENTHS FEET IN DEPTH OF THE NORTH-WEST QUARTER OF SECTION THIRTEEN, IN TOWNSHIP SIX AND RANGE FIVE, WEST OF THE PRINCIPAL MERIDIAN, IN THE PROVINCE OF MANITOBA, AS DESCRIBED ON CERTIFICATE OF TITLE 37228

## SCHEDULE "B"

### FINANCIAL ASSISTANCE FOR OPERATING COSTS PER CATEGORY

	Year 1 maximum contribution per category	Year 2* maximum contribution per category
• Advertising:	\$2,000	\$2,000
• Supplies:	300	300
• Insurance:	200	200
• Labour:	<u>1,500</u>	<u>1,500</u>
<b>TOTAL MAXIMUM:</b>	<b>\$ 4,000</b>	<b>\$ 4,000</b>

Invoices are to be provided to MARRC in evidence of proof of payment for reimbursement purposes. MARRC shall be responsible to a maximum of the above budgeted amounts. Any amounts expended over and above the budgeted amount will be for the account of the Owner/Operator. Budgeted figures are by category and represent the maximum amount MARRC will reimburse the Owner/Operator for in each category. Any budgeted amount not expended in one category cannot be made up or added to another category except with the consent of MARRC in its discretion.

\* MARRC in its discretion may revise its financial operating costs set out above so long as it provides written notice to the Owner/Operator on or before May 31<sup>st</sup> for the second year of this Agreement commencing August 1<sup>st</sup>.

The EcoCentre Owner/Operator shall provide to MARRC, within 60 days following the EcoCentre's fiscal year-end, an itemized account of its actual costs within each of the foregoing categories for the past year. The itemized account shall be in form and content acceptable to MARRC.

Within 30 days after receipt of the aforementioned itemized account together with evidence of payment as provided above, MARRC shall pay to the EcoCentre Owner/Operator the lesser of the amounts stated above per category for such year and the actual operating costs incurred by the EcoCentre in such category, and provided that MARRC shall not compensate the EcoCentre Owner/Operator for any costs other than those of the nature and type specifically described above.

EcoCentre Operator Training  
and Procedures Manual  
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**Manitoba Association for  
Resource Recovery Corp.**

**Operator  
Training**

**EcoCentre  
Procedures**



**Manitoba Association For Resource Recovery Corp.**

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- Appendix 4: Forms and Checklists
  - Liner Clean up Bulletin

Approved EcoCentre  
Depot License Amendments  
- Sample, Canadian Tire



Sustainable Development  
Environmental Stewardship Division  
Environmental Approvals Branch  
123 Main Street, Suite 180, Winnipeg, Manitoba R3C 1A5  
T 204 945-8321 F 204 945-5229  
[www.gov.mb.ca/conservation/eal](http://www.gov.mb.ca/conservation/eal)

October 4, 2016

To Whom It May Concern

Re: Exemptions to DGHTA Licence Clauses – Used Oil Collection Facilities

The Manitoba Association for Resource Recovery Corporation (MARRC) is the administrator of the Used Oil Stewardship Program in Manitoba. On behalf of its Used Oil Stewardship Program clients, MARRC has indicated to Manitoba Sustainable Development (the Department) that certain clauses of Dangerous Goods Handling & Transportation Act (DGHTA) licences issued to used oil collection facilities are causing difficulties and ongoing concern for the operators. Specifically, the licences require licencees to maintain specific types of insurance of specified values throughout the term of the licence, and also require that a collection log for used oil and used oil filters is maintained. On behalf of its clients, MARRC has requested that the Department review those licence clauses in an attempt to modify, or identify alternatives.

Upon review of MARRC's request, and subsequent evaluation of these licence clauses, the Department has decided that the DGHTA licence clauses addressing insurance requirements and collection log requirements will no longer be applicable to DGHTA licences issued specifically for the collection of used oil, used oil filters, and used oil containers, effective from the date of receipt of this letter. However, to ensure that the intent of the clauses are met, and in the interest of human and environmental health and safety, the Director may, where it is deemed to be in the public interest, require the licencee to provide financial assurance in the form of a letter of credit, a bond, insurance, or other form acceptable to the Director in an amount to be determined by the Director.

The exemption from these clauses will be applicable only to DGHTA licences issued specifically for the collection of used oil, used oil filters, and used oil containers. This exemption shall not cover licensed facilities that collect other types of hazardous wastes in addition to used oil, used oil filters, and used oil containers.

Please be advised that this notice will be followed by separate individual letters issued to each applicable licensed facility in the near future.

Should you have any questions regarding this correspondence, you may contact Raj Rathamano at [raj.rathamano@gov.mb.ca](mailto:raj.rathamano@gov.mb.ca).

Yours sincerely,

Tracey Braun, M. Sc.

Director,

*The Dangerous Goods Handling and Transportation Act*

cc: Don Labossiere/ Donna Smiley/ Tim Prawdzik, Manitoba Sustainable Development  
Ron Benson, Manitoba Association for Resource Recovery Corporation (MARRC)





Sustainable Development  
Environmental Stewardship Division  
Environmental Approvals Branch  
123 Main Street, Suite 180, Winnipeg, Manitoba R3C 1A5  
T 204 946-8321 F 204 945-5229  
www.gov.mb.ca/conservation/eal

Client File No:4951.00

October 13, 2016

Mr. Ralph G. Moulton  
Canadian Tire  
750 St. James Street  
Winnipeg MB R3G 3J7

Dear Mr. Moulton,

Re: **DGHTA Licence 169 HW – Canadian Tire, 750 St. James Street, Winnipeg  
Alteration to Licence Clauses'**

This notice is further to the letter dated October 4, 2016 sent out to Manitoba licensed used oil collection facilities by Manitoba Sustainable Development. The October 4 letter informs of alterations to Dangerous goods Handling and Transportation Act (DGHTA) licence clauses that address insurance and collection log requirements.

Please accept this letter as notification that the current clause 16 that addresses used oil collection tank log requirements and clause 27 that addresses insurance requirements will **no longer** be applicable to DGHTA licence 169 HW issued for the operation of a used oil collection facility at the Canadian Tire Store, located at 750 St. James Street, Winnipeg.

Please note: to ensure that the intent of these clauses are met, and in the interest of human and environmental health and safety, the Director may, where it is deemed to be in the public interest, require the licensee to provide financial assurance in the form of a letter of credit, a bond, insurance, or other form acceptable to the Director in an amount to be determined by the Director.

Please be advised that this exemption to the above specified clauses is contingent on your acceptance of a revised DGHTA Licence that will be issued in the near future. If you have any questions or concerns regarding this correspondence, you may contact the Hazardous Waste Program Specialist, Raj Rathamano at [raj.rathamano@gov.mb.ca](mailto:raj.rathamano@gov.mb.ca).

Yours sincerely,

Tracey Braun, M. Sc.

Director,

*The Dangerous Goods Handling and Transportation Act*

cc: Don Labossiere/ Donna Smiley/ Tim Prawdzik, Manitoba Sustainable Development  
Ron Benson, Manitoba Association for Resource Recovery Corporation (MARRC)