

# **PROGRAM MANUAL RETURN COLLECTION FACILITY (RCF) OPERATORS**

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**BC Used Oil**  
Management Association

## 1 DEFINITIONS

- 1.1 **Antifreeze** means all automotive antifreeze.
- 1.2 **Antifreeze Containers** means all empty containers with a capacity of 30 litres or less that are manufactured and used for the purpose of containing antifreeze.
- 1.3 **Antifreeze Materials** means, collectively, Antifreeze and Antifreeze Containers.
- 1.4 **Collector** means a government-approved carrier registered with BCUOMA that picks up Used Oil and Antifreeze Materials from Return Collection Facilities and/or Generators and delivers them to a Processor registered with BCUOMA.
- 1.5 **Consumer Returns** means material returned to an RCF from a consumer and not **Self Generated Material**
- 1.6 **DIY** means Do-It-Yourself consumers who purchase their own Lubricating Oil, Antifreeze and Filters and service their own vehicles and equipment. These consumers include private motorists, farmers and small commercial generators such as fishers and loggers. The Regulation requires that there be sufficient places in British Columbia where the DIY consumer can dispose of their Used Oil and Antifreeze Materials for recycling at no charge to the DIY consumer.
- 1.7 **Filter** means all spin-on or element style fluid filters that are used in hydraulic, transmission or internal combustion engine applications including all oil, oil-air separator, diesel fuel, coolant, storage tank, and household furnace oil filters, sump tank automatic transmission filters, plastic/paper filters and diesel fuel filters used at retail and commercial pump islands, but does not include gasoline fuel filters, air filters, household furnace air filters and sock-type filters.
- 1.8 **Generator** means a user of Oil Materials and/or Antifreeze Materials who, through normal application of these materials, generates Used Oil and Antifreeze Materials.
- 1.9 **Incentive** means any incentive or funding payable under the Program, as the context may require.
- 1.10 **Ineligible Used Oil and Antifreeze Material** means used Oil Materials and Antifreeze Materials that are not eligible for Incentive payments under this Program as prescribed by BCUOMA from time to time.
- 1.11 **Lubricating Oil** means all petroleum-derived or synthetic crankcase oils, engine oils, hydraulic fluids, transmission fluids, gear oils, heat transfer fluids or other oils or fluids used for lubricating purposes in machinery or equipment.
- 1.12 **Oil Containers** means all empty containers with a capacity of 30 litres or less that are manufactured and used for the purpose of containing Lubricating Oil.
- 1.13 **Oil Materials** means, collectively, Lubricating Oil, Oil Containers and Filters.

- 1.14 **Processor** means a government-approved receiver of one or more Used Oil and Antifreeze Materials, which processes these materials into saleable products. Processors must have a demonstrated capability to manufacture value-added recycled products that meet one of the following criteria:
- a) Delisting of the Used Oil and Antifreeze Materials as hazardous waste;
  - b) Approved industry standards (e.g. ASTM, CSA, CGSB); or
  - c) Regulatory standards or code of practice.
- NOTE: Landfilling, road oiling and used oil furnaces are not acceptable processes.
- 1.15 **Producer** means a producer as defined in the Regulation, as may be amended from time to time.
- 1.16 **Program** means this Incentive Program for RCF Operators, as may be amended from time to time.
- 1.17 **Regulation** means the Recycling Regulation (BC Reg 449/2004) as may be amended from time to time.
- 1.18 **Residual** means that portion of Oil Material and/or Antifreeze Material that remains after the consumer of the material has no further use for it.
- 1.19 **Return Collection Facility (RCF)** means a facility that is registered as an RCF with BCUOMA or a facility that has verbally agreed with BCUOMA to collect Used Oil and Antifreeze Material at no charge from the DIY consumer.
- 1.20 **Return Collection Facility Payment (RCFP)** means an Incentive payment made by BCUOMA to registered RCF operators.
- 1.21 **Self Generated Material** is material (used oil or used antifreeze) that is generated by the RCF as part of its service business (e.g. garages, lube shops)
- 1.22 **Stewardship Program** means an approved plan as defined in the Regulation, as may be amended from time to time.
- 1.23 **Used Antifreeze** is the by-product of Antifreeze following its ordinary use, including Residuals, but does not include Ineligible Used Oil and Antifreeze Material.
- 1.24 **Used Oil** is the by-product of Lubricating Oil following its ordinary use, including Residuals, but does not include Ineligible Used Oil and Antifreeze Material.
- 1.25 **Used Oil and Antifreeze Material** is the by-product of Oil Materials and/or Antifreeze Materials following their ordinary use, including Residuals, but does not include Ineligible Used Oil and Antifreeze Material.

## **2 PROGRAM PURPOSE**

- 2.1 Under the Regulation all Producers (including Generators) are required to either comply with the Regulation or join an organization administering a Stewardship Program that complies with the Regulation. The Program is an Stewardship Program developed by BCUOMA that complies with and is approved under the Regulation.
- 2.2 The purpose of the Program is to:
  - a) ensure that there are sufficient RCFs across British Columbia for DIY consumers to take back their used oil and antifreeze materials for processing at no charge to the DIY consumer.
  - b) Require the responsible environmental handling and disposal of Used Oil and Antifreeze Material through the exercise of active product stewardship, which includes landfill diversion and recycling of Used Oil and Antifreeze Materials using environmentally acceptable options;
  - c) support the responsible collection, transportation, storage, processing, and disposal of Used Oil and Antifreeze Material, having regard to general conservation, public education, the reduction of waste, and use of economic, efficient and environmentally-conscious methods of handling and disposing of Used Oil and Antifreeze Material; and
- 2.3 The Program will not support or fund any use or disposal of Ineligible Lubricating Oil and Antifreeze Material, including Oil Materials used in road oiling, landfilling, oil furnaces, or such other uses or materials that from time to time may be prohibited by any applicable legislation, bylaw, regulation or enactment.
- 2.4 BCUOMA is not a regulatory authority and will not become involved in, own or control collection and recycling facilities, or companies or businesses which are Collectors or Processors. BCUOMA will solely provide an administrative function which will encourage increased collection and recycling activity within the province of British Columbia through the administration of Incentive-based programs.

## **3 INCENTIVE PAYMENTS TO RCF OPERATORS**

- 3.1 RCFPs shall be paid by BCUOMA to RCF operators in the sole discretion of BCUOMA and in accordance with this Program.
- 3.2 RCF operators are paid RCFPs in the amount of \$0.30/litre for all Used Oil and Used Antifreeze generated at their site and dropped off by DIY consumers if they are registered with BCUOMA and collect Used Oil Material from DIY consumers at no charge.
- 3.3 RCFPs are paid to RCF operators by BCUOMA twice per year, for the January 1st to June 30th period and for the July 1st to December 31st period.
- 3.4 BCUOMA may withhold, delay or reduce any particular RCFP if there is a breach of any term, condition or provision of the Program or if an RCF operator is not in

compliance with any requirement of the Program or reasonable requirement of BCUOMA.

- 3.5 BCUOMA may withhold, delay or reduce any particular RCFP if BCUOMA determines that an audit of the supporting information for the claim is required before payment can be made.
- 3.6 All RCFPs paid by BCUOMA in error or under any false or misleading claim are held in trust by the payee for the benefit of BCUOMA and are to be returned to BCUOMA immediately upon request.

#### **4 ELIGIBILITY**

- 4.1 In order to be eligible to receive RCFPs from BCUOMA, RCF operators must meet the following requirements:
  - a) register with BCUOMA, using the approved registration form provided by BCUOMA set out in Appendix 01.
  - b) ensure that the Used Oil and Antifreeze Materials it generates at its site or dropped off by DIY consumers are picked up by BCUOMA-registered Collectors.
  - c) make a claim for payment for the collection of Used Oil and Antifreeze Materials using an RCF Claim Form:
  - d) RCF Claim Forms must provide information about the location, dates, volumes and calculations for the pick-up of Used Oil and Antifreeze Materials by a BCUOMA-registered Collector. Information about the volume of Used Oil and Used Antifreeze shall include both amounts that are generated by the RCF operator and those dropped off by DIY consumers.
  - e) to enable BCUOMA to verify the volumes submitted for RCFPs, copies of Bills of Lading (BOLs) must be included with the RCF Claim Forms. BOLs are provided to RCF operators by the registered BCUOMA Collector at the time the Used Oil and Antifreeze Materials are picked-up.
- 4.2 For facilities that collect DIY Consumer Returns and Self Generate material, the consumer return portion can be demonstrated by:
  - a) Providing a consumer drop-off log with volumes, names and addresses and signatures (see Consumer Drop Off Form). After Hour consumer drop offs should be prevented, however, if the consumer is not identifiable, there are instructions on the form on how to complete the form.
  - b) Calculating the consumer drop-off volume by subtracting the volume of vehicle servicing from the total Collector Bill of Lading
  - c) Using another method approved by the BCUOMA Executive Director (please provide full details for review and approval)

- 4.3 In order to be eligible to receive RCFPs, RCF operators must be registered with the Program in accordance with Section 5. For clarity, facilities that verbally agree to be RCFs but that are not registered with the Program are not eligible to receive RCFPs. In considering applications for the registration of new RCFs, preference will be given to entities that sell large quantities of Oil Materials and/or Antifreeze Materials to DIY consumers, and to local governments and non-for-profit organizations who develop a one-stop point of drop-off for a wide range of recyclables. BCUOMA will only grant approval to entities seeking approval as registered RCFs if BCUOMA believes, in its sole discretion, that there is a need for an additional RCF in that community.
- 4.4 In order to receive RCFPs, BCUOMA must receive an RCF operator's RCG Claim Forms by no later than **July 31<sup>st</sup>** for the January 1st to June 30th period and no later than **January 31<sup>st</sup>** the July 1st to December 31st period. RCF Claim Forms received by BCUOMA after these deadline dates will not be eligible for RCFPs for such pay periods.

## **5 REGISTRATION**

- 5.1 To register with BCUOMA, RCF operators must complete and submit the BCUOMA RCF Registration Form. Verbal agreement to become an RCF is not, in and of itself, sufficient for registration under the Program. All requirements outlined in the application for registration shall be supplied by the applicant and shall be complete. Registration of RCFs is made in BCUOMA's sole discretion.
- 5.2 As RCF payments are made electronically, all RCF registrations must be accompanied with a void cheque and a signed BC EFT Agreement.
- 5.3 Incomplete applications for registration shall not be approved by BCUOMA.
- 5.4 Accepted or approved applicants shall be advised of the registration number assigned by BCUOMA.
- 5.5 Registrations may be revoked at any time by BCUOMA for any of the following reasons:
- a) failure of an RCF operator to meet or abide by the Program, policies, rules or procedures of BCUOMA;
  - b) failure of a RCF operator to collect Used Oil and Antifreeze Materials from the DIY consumer;
  - c) failure of RCF operator to comply with any law, legislation, regulation, judicial order, permit, license or agreement;
  - d) false or misleading information being provided by the RCF operator to BCUOMA, its agents or employees;
  - e) the RCF operator ceases to carry on business as such; or
  - f) bankruptcy or insolvency of the RCF operator.

- 5.6 Registration by BCUOMA is in no way an approval of the RCF operator by BCUOMA other than for the purpose of becoming eligible to apply for RCFPs under this Program. Information collected by BCUOMA for the purpose of registration is solely to verify proper payment of incentives under this Program.
- 5.7 Registration under the Program cannot be transferred upon the sale, assignment or transfer of the business of an RCF operator. Any change to the ownership structure or control of the RCF operator automatically results in a suspension or cancellation of Registration unless prior written notice has been received by BCUOMA and a new application for registration has been submitted and accepted by BCUOMA.

## **6 RECORDS AND FOLLOW-UP**

- 6.1 To insure that the RCF list is current, BCUOMA contacts each RCF operator annually in order to determine if it continues to collect Used Oil and Antifreeze Materials at no charge from the DIY consumer . This information is documented in weekly reports and a database containing all RCF operators is updated based on the information contained in such reports.
- 6.2 BCUOMA maintains the right to require further or more complete information from any RCF operator claiming an RCFP under the Program or from an RCF operator applying for registration under the Program.
- 6.3 All RCF operators shall complete registration forms and RCF Claim Forms in the form and manner prescribed by BCUOMA.

## **8 NO LIABILITY**

- 8.1 BCUOMA administers the Program for the purposes described herein, and BCUOMA shall not be liable for any loss, damage or claim as a result of any payment or non-payment, registration or non-registration or non-acceptance of an RCFP claim, for any reason whatsoever. For greater certainty, BCUOMA shall not be liable for any loss, damage, claim, cost, expense, liability or charge for any cause attributable to any DIY consumer, RCF operator, Collector or Processor or in relation to any Used Oil and Antifreeze Material, including without limitation, the generation, storage, transportation, processing or use thereof.

## **9 INDEMNITY**

- 9.1 In consideration of receiving RCFPs under the Program, each RCF operator who is registered with BCUOMA is and shall be liable for, and does hereby indemnify and hold harmless BCUOMA, BCUOMA's directors, officers, employees and agents from and against any and all liabilities, actions, causes of action, damages, claims, losses, costs, penalties, demands, suits, proceedings and expenses whatsoever (including without limitation, the full amount of all legal fees and expenses of a solicitor and his own client basis and consultants' fees and expenses) which may be paid by, incurred by or asserted against any RCF operator as the case may be arising out of:

- a) the death or bodily injury of any agent, employee, customer business invitee or business visitor of the RCF operator as the case may be;
- b) the damage, loss or destruction of any real or personal property owned or leased by the RCF operator as the case may be;
- c) the violation by the RCF operator as the case may be of any laws, legislation or regulations;
- d) any error, act or omission, or conduct or misconduct (whether negligent or otherwise) which is in breach of this Program by the RCF operator as the case may be;
- e) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any RCF operator as the case may be pursuant to or under any environmental laws; or
- f) any release or alleged or potential release of any hazardous substance, Used Oil or Antifreeze Material, Residual or contaminant into the environment.

## **10 TERMINATION**

- 10.1 BCUOMA may cease funding to an RCF operator without cause by giving six (6) months' notice to the RCF operator and, upon termination the RCF operator is entitled to be compensated in accordance with the terms of this Program such that any amounts due under this Program up to the effective date of the termination will remain payable to the RCF operator.
- 10.2 An RCF operator's participation in the Program may be terminated by mutual consent of the parties evidenced in writing.
- 10.3 In the event that the RCF operator suffers any damages of any kind whatsoever resulting from the termination of its registration in the Program the only claim of any kind that the RCF operator may make against BCUOMA is for liquidated damages in the sum of one dollar (\$1.00).



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