

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.

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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*;

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**\*\*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

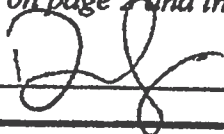
Used Oil  4,000,000 Litres  
 Used Oil Filters  4000 205 L Drum  
 Used Oil Containers  60,000 Kgs      Used Antifreeze Containers  12,000 Kgs  
 Used Antifreeze  120,000 Litres (of approximately 50-50 mix)

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.





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**

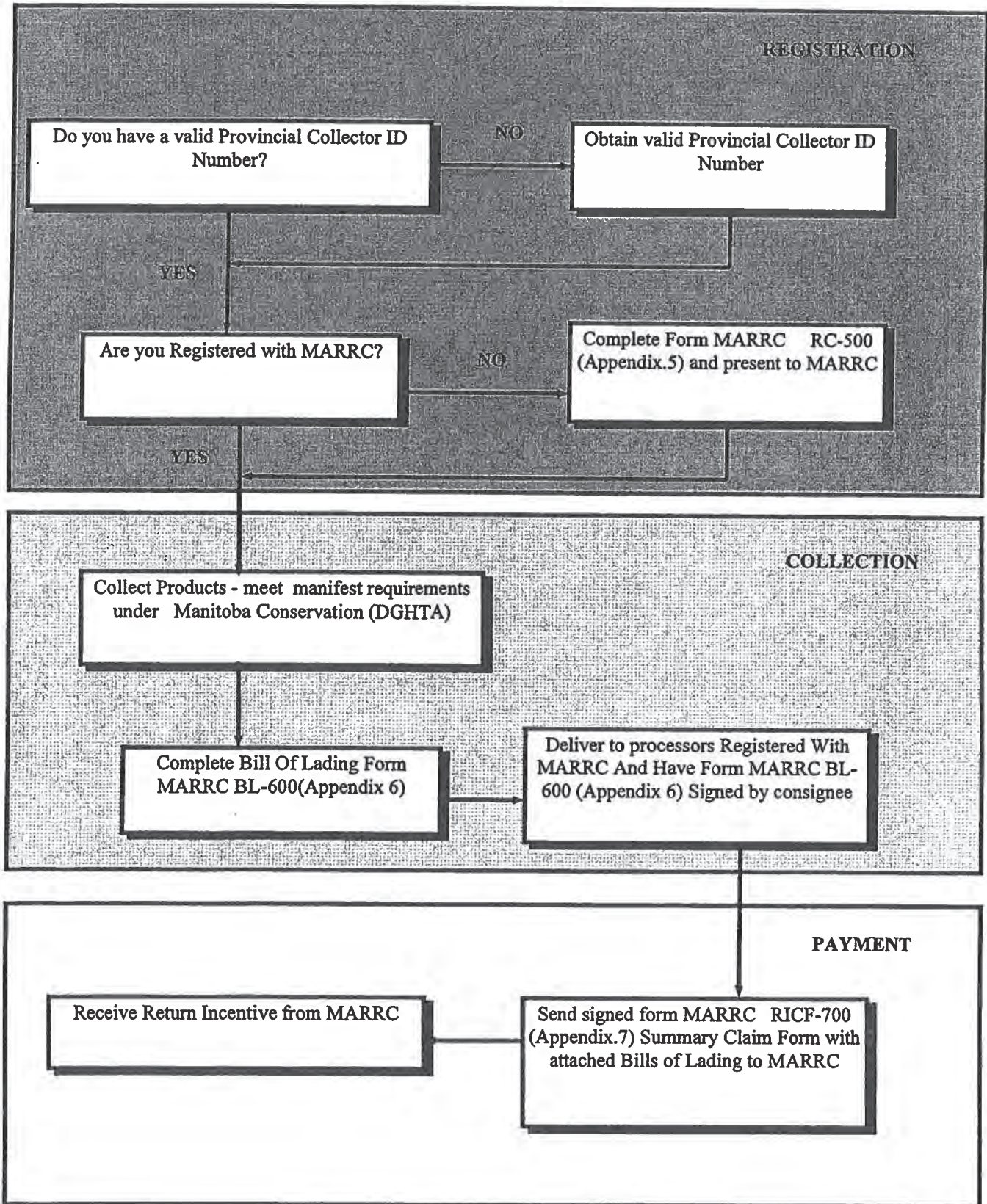
MARRC is not a licensing body. MARRC relies on existing government approvals and licenses to screen eligible industry participants. MARRC requires that each collector and processor register with the Association by submitting the appropriate forms and providing documentation verifying that the registrant 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
diesel fuel filter used at retail & commercial pump islands	oil / air separator filter	storage tank diesel fuel filter
		sump type automatic transmission 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
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**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)
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**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

v. Apr 1, 2022

### 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







## 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.





**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 2020	Jan. 1 2021	Jan. 1 2020		
<b>Oil &amp; A/F CONTAINERS</b>															
\$/KG					ARMA only pays the Processor	PAILS	BAGS								
	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>															
\$/Litre	March 1 1998	March 1 2016	July 1 2022	July 1 2015	Jan 1 2022	Old Rates	Jan. 1 2022 to be amended in 2022	Oct. 1 2018			Jan. 1 2020	Jan. 1 2020	Jan. 1 2021	Jan. 1 2020	
	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>															
\$/KG	March 1 1998	March 1 2016	July 1 2022	July 1 2015	Jan 1 2022	Old Rates	Jan. 1 2022 to be amended in 2022	Crushed & Drained	70% = Uncrushed		Jan 1 2022	Jan. 1 2020	Jan. 1 2020	Jan. 1 2021	Jan. 1 2020
	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	1.00
	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	Aug. 1, 2011	July 1 2022	July 1 2015	Jan 1 2022			To be included in 2022	Oct. 1 2018		Jan 1 2022	Jan. 1 2020	Jan. 1 2020	Jan. 1 2021	Jan. 1 2020	
	0.30	0.34	0.40	0.62				0.35		0.46	0.53	0.50	1.40	0.68	
	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°

July 13, 1998

Issue Date/Date de délivrance

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.

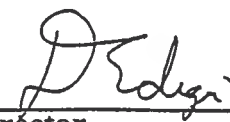
#### SPECIFICATIONS, LIMITS, TERMS AND CONDITIONS

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.

  
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.




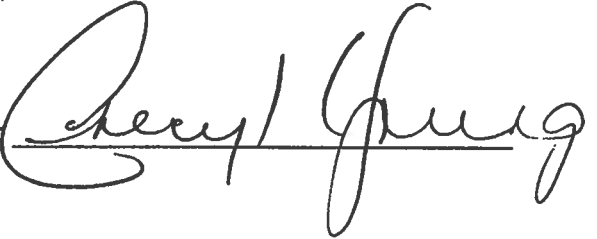
**MANITOBA ASSOCIATION FOR  
RESOURCE RECOVERY CORP.**

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  
- Table of Contents



**Manitoba Association for  
Resource Recovery Corp.**

**Operator  
Training**

**EcoCentre  
Procedures**



**Manitoba Association For Resource Recovery Corp.**

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## **DIRECTORY OF RESOURCES**

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- Appendix 3: Accredited Laboratories
- 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*  
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)

## GUIDELINES FOR USED OIL COLLECTION AND USED OIL BURNER FACILITIES EXEMPTED FROM THE DANGEROUS GOODS HANDLING AND TRANSPORTATION ACT LICENSING REQUIREMENTS

### INTENT

To provide guidance to the operators of used oil burner and used oil collection facilities exempt from licensing requirements under The Dangerous Goods Handling and Transportation Act in implementing practices in a manner that protects the environment and public health.

### DISCLAIMER

This document complements the requirements stated in the Hazardous Waste Regulation M.R.195/2015. It does not replace the text of any act or regulation in any way nor does it replace any legislation and has no legal force in itself. Please refer to The Dangerous Goods Handling and Transportation Act and The Hazardous Waste Regulation for full text of the applicable requirements.

### BACKGROUND

As per the amendments to The Dangerous Goods Handling and Transportation Act (Act) passed under Bill 24 (The Red Tape Reduction and Government Efficiency Act, 2017), a licence to operate a hazardous waste disposal facility, issued pursuant to Section 8 (4) of the Act, is not required in respect of a used oil burner or a used oil collection facility that meets the standards prescribed by the (amended) Hazardous Waste Regulation (Regulation).

In addition, all licences issued pursuant to Section 8 (4) of the Act in respect of the above stated facilities have been effectively rendered null and void.

#### Exemption Criteria

##### ***Used oil collection facilities***

*A hazardous waste disposal facility licence is not required for a used oil collection facility if the total used oil storage capacity at the facility does not exceed 5,000 litres. The facility must comply with sections 10.7 to 10.14 of the regulation.*

##### ***Used oil burners***

*A hazardous waste disposal facility licence is not required for a used oil burner, or a combination of used oil burners, with a heating capacity that does not exceed 500,000 Btu/hr. The facility must comply with sections 10.2 to 10.5 of the regulation.*

The Regulation sets exemption requirements, and imposes conditions on all exempt facilities. As of March 15, 2018, licences will no longer be required for facilities that meet the standards prescribed in the Regulation. ***However, it should be noted that these exempt facilities are still required to comply with the applicable regulatory criteria specified in the Regulation.***

This exemption applies only to the above identified facilities with specific operating conditions but does not apply to these same exempted facilities if they are also involved in the treatment, disposal or bulk storage of any other hazardous waste (ie. other than used oil, used oil filters, used oil containers). In that case, these facilities will require a licence under the Act. For example, a licence is required if a used oil collection facility having a storage capacity of 5000 L also accepts and transfer lead acid batteries.

## CRITERIA

### USED OIL COLLECTION FACILITY

#### 1 Registration requirement

An operator of a used oil collection facility must register as a hazardous waste generator by submitting a completed registration form to Manitoba Sustainable Development (the Department) to obtain a Hazardous Waste Generator Registration Number (also referred to as a Provincial Registration I.D. or MBG Number) assigned by the Department.

If there are changes to registration information provided in the past, the registrant must file an amended registration form. The same form that is used for the initial registration is used to amend the registration.

A used oil collection facility will also be assigned a Hazardous Waste Receiver Registration Number (also referred to as MBR number). If a facility has already been assigned an MBR number, that number will remain valid.

#### 2 Used oil Storage

Total used oil storage capacity at the facility shall not exceed 5000 L of used oil. If this limit is exceeded, a licence will be required and the facility is no longer exempt.

Used oil must be stored in an aboveground storage tank system in accordance with the requirements of The Storage and Handling of Petroleum Products and Allied Products Regulation (M.R. 188/2001) and the adopted sections of the Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products, published by the Canadian Council of Ministers of the Environment, Reference Number 1326 (as amended from time to time).

#### 3 Location of used oil storage tanks

Used oil storage tanks must be located within a secondary containment area or on an impervious surface, which consists of at least 152 mm of compacted clay. The secondary containment system must be designed in such a way to collect and contain a leak, spill or overflow from the containers, piping and connections.

#### 4 Loading area

The loading area for a used oil storage tank must be

- (a) properly graded; and
- (b) made of a properly-sized, impermeable material acceptable to the Department and approved by the appropriate Department director.

#### 5 Used oil transfer area

Secondary containment, with sufficient capacity to accommodate overfills and spills (which are likely to occur during the transfer) including leaks or spills from connections, couplings, pumps, valves and hose failure should be provided for transfer areas.

#### 6 Storing used oil containers

Used oil containers must be stored in containers that are constructed of a material that will contain any used oil that may drain from the containers.



## 7 Storing used oil filters

Used oil filters must be stored in drums with a maximum capacity of 205 litres that will contain any used oil that may drain from the filters; and all drums containing used oil filters must be stored in a manner that provides protection from precipitation (eg. lidded or sheltered).

## 8 Signage

The operator must post and maintain a weatherproof sign at the entrance to the facility that

- (a) identifies the facility as a used oil collection facility;
- (b) sets out the operating hours of the facility;
- (c) specifies the types of products that may be deposited at the facility;
- (d) contains a notice that no products may be deposited at the facility when no facility personnel are present to accept delivery of the products; and
- (e) contains an emergency contact telephone number.

## 9 Spills

The facility must be equipped with spill cleanup equipment and supplies.

If physical or mechanical equipment breakdown that occurs that results/could result in the release of used oil that causes/may cause a significant adverse effect, first, do whatever possible and reasonable to stop or prevent the event, then immediately report the event by calling:

**24-hour environmental accident reporting line:  
204-944-4888 or toll-free at 1-855-944-4888**

The report must indicate the nature of the event, the time and estimated duration of the event (estimated if the event is still taking place) and the reason for the event. The telephone operator accepting the call will prompt these questions, so operators should have that information ready.

## 10 Trained personnel

All persons who will be assigned duties with respect to the facility shall be trained in:

- (a) the Transportation of Dangerous Goods Regulation;
- (b) the procedures pertaining to the operation of the facility including spill response; and
- (c) appropriate personal health and safety procedures.

## 11 Receiving used oil

When trained personnel are not present at the facility, measures must be taken to prevent the delivery of used oil products and materials into the facility. Only trained personnel employed by the Licencee can transfer used oil into the collection tank.

Each individual container of used oil that is collected at the facility must be visually inspected for contamination before the contents are transferred to the collection tank. Used oil that is deemed to be contaminated with any other hazardous waste must be stored separately and disposed of at a Licensed hazardous waste disposal facility.

Used oil cannot be received from commercial or industrial generators who are not registered generators.

### **12 Transfer of used oil**

Transfer of used oil from the cargo tank of a vehicle, or to or from the storage tanks, or any other transfer systems must be supervised at all times and in such a manner that the flow of liquid can be immediately shut off.

### **13 Transport**

The operator can only use a licensed carrier to transport used oil products and materials, and those materials must be accompanied by a hazardous waste movement document.

Used oil products and materials can only be transported to hazardous waste disposal facilities licensed in accordance with the Act or otherwise approved by the Director pursuant to an Order.

### **14 Annual Hazardous Waste Receiver Report**

An annual report respecting the used oil products and materials received by the facility during the previous calendar year and the manner in which the used oil and materials was managed at the facility must be submitted to the Director on or before the 31st day of March of each year.

The report submitted must be on a form or format approved or acceptable to the Director. The [Annual Hazardous Waste Receiver Reporting Form](#) and additional information can be obtained from the hazardous waste program web page.

## **USED OIL BURNER FACILITIES**

### **1 Registration requirements**

An operator of a used oil burner facility must register as a hazardous waste generator by submitting a completed registration form to the Department to obtain a Hazardous Waste Generator Registration Number (also referred to as a Provincial Registration I.D. or MBG Number).

If there are changes to registration information provided in the past, the registrant must file an amended registration form. The same form that is used for the initial registration (Hazardous Waste Registration Form) is used to amend the registration.

This facility will also be assigned a Hazardous Waste Receiver Registration Number (also referred to as MBR number) if used oil is collected or received from offsite.

### **2 Heating capacity of the burner**

The total heating capacity of a used oil burner or a combination of used oil burners at the facility must not exceed 500,000 Btu/hr. If this limit is exceeded, a licence will be required and the facility is no longer exempt.

### **3 Used oil storage**

Used oil for a used oil burner must be stored in an aboveground storage tank system in accordance with the requirements of the Storage and Handling of Petroleum Products and Allied Products Regulation (M.R. 188/2001) and the adopted sections of Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products, published by the Canadian Council of Ministers of the Environment, Reference Number 1326 (as amended from time to time).

**4 No mixing or blending**

The operator of the used oil burner must not mix or blend used oil with any other substances other than product fuel for use as fuel in the used oil burner, except as permitted under Canadian Standards Association (CSA) code B139-15: Installation Code for Oil Burning Equipment, as amended from time to time.

**5 Operation of used oil burner**

The operator must ensure that

- (a) all combustion gases from the burner are vented to the outside; and
- (b) the heater chimney is positioned to prevent the intrusion of combustion gases into any air intake, window or door.

## LIST OF ACRONYMS

Btu/hr	British Thermal Unit per Hour
L	Litre
MBC Number	Manitoba Carrier Licence/Registration Number
MBG Number	Manitoba Generator Registration Number
MBR Number	Manitoba Receiver Registration Number

## DEFINITIONS

**Carrier:** A person who is engaged in the transport of hazardous waste.

**Generator:** A person who, by virtue of ownership, operation, management or control causes or allows to cause the creation or storage of hazardous waste.

**Hazardous waste disposal facility:** A facility or place operated in whole or in part for the purpose of treatment, disposal or bulk storage of hazardous waste but does not include a facility or place approved by the director

- (a) that treats, stores or disposes of hazardous wastes on the generation site, or
- (b) that treats or stores hazardous wastes as part of a process for the recycling, reuse or reclamation of hazardous wastes.

**MBG Number:** A unique Provincial identification number issued by the director to a hazardous waste generator, also called as the generator registration number.

**MBR Number:** A unique Provincial identification number issued by the director to a hazardous waste receiver, also called as the receiver registration number.

**Movement document:** A numbered document, prescribed in the regulations, that relates to hazardous wastes that are being transported or offered for transport and that contains the information relating to the hazardous wastes required by the Act or the regulations.

*(Movement documents are required to ship hazardous wastes off-site from a generator to a receiver).*

**Secondary Containment:** An impermeable barrier that prevents the leaks of hazardous waste from the primary storage tank system from reaching outside the containment area.

**Secondary containment system:** A system intended to prevent the release of hazardous waste to the environment from a container, piping or other ancillary equipment.

**Transportation of Dangerous Goods Regulations:** The Transportation of Dangerous Goods Regulations, SOR/2001-286, made under the Transportation of Dangerous Goods Act, 1992 (Canada), as amended from time to time.

**Used Oil:** Petroleum-derived or synthetic lubrication oil that has become unsuitable for its original purpose due to the presence of physical or chemical impurities or the loss of original properties if the oil falls within either of the following categories:

- (a) lubrication oils for internal combustion engines such as motor oil, vehicle crankcase oil, engine lubricating oil;
- (b) transmission fluids, gearbox and differential oils;
- (c) hydraulic fluids.

**Used oil burner:** A device, implement, mechanism or appliance that meets the definition of "oil burning equipment" in CSA B139-15, Installation Code for Oil Burning Equipment, as amended from time to time.

**Used oil collection facility:** A facility that accepts used oil, used oil filters and used oil containers, and includes all associated storage tanks, loading and unloading areas and used oil transport vehicle parking areas.

**Used oil container:** A container that contains or has contained used oil.

**Used oil filter:** An oil filter that contains or contained used oil.

**Used oil products and materials:** Used oil, used oil filters and used oil containers.



**Manitoba Sustainable Development Contacts**

For all questions regarding Hazardous Waste Storage Requirements, you may contact the Environmental Approvals Branch or the Environmental Compliance and Enforcement Branch regional offices listed below:

**Manitoba Sustainable Development**

**Environmental Approvals Branch**

1007 Century Street, Winnipeg MB R3H 0W4  
 Telephone: (204) 945-8321 [Hazardous Waste Program]; (204) 945-7086  
 Fax: (204) 948-2338 <http://www.gov.mb.ca/sd/eal/index.html>

**Environmental Compliance and Enforcement Branch**

<p><b>WINNIPEG:</b>                  1007 Century St.                  Winnipeg MB R3H 0W4                  Telephone: (204) 945-0675</p>	<p><b>PORTAGE LA PRAIRIE:</b>                  25 Tupper Street North                  Portage la Prairie MB R1N 3K1                  Telephone: (204) 239-3608</p>
<p><b>BRANDON :</b>                  1129 Queens Ave.                  Brandon MB R7A 1L9                  Telephone: (204) 726-6565</p>	<p><b>STEINBACH:</b>                  Box 2019, Unit 5-284 Reimer Ave.                  Steinbach MB R0A 2A0                  Telephone: (204) 392-3227</p>
<p><b>DAUPHIN:</b>                  27-2ND Ave. S.W.                  Dauphin MB R7N 3E5                  Telephone: (204) 622-2030</p>	<p><b>STE. ANNE:</b>                  Unit A - 30 Dawson Rd.                  Ste. Anne R5H 1B5                  Telephone: (204) 392-4020</p>
<p><b>GIMLI :</b>                  75-7th Avenue,                  Box 6000, Gimli MB R0C 1B0                  Telephone: (204) 641-4091</p>	<p><b>THE PAS:</b>                  PO Box 2550, Provincial Bldg.                  The Pas MB R9A 1M4                  Telephone: (204) 627-8499</p>
<p><b>LAC DU BONNET:</b>                  PO Box 4000, Lac du Bonnet MB R0E 1A0                  Telephone: (204) 345-1486</p>	<p><b>THOMPSON:</b>                  Provincial Bldg., 59 Elizabeth Drive                  PO Box 32, Thompson MB R8N 1X4                  Telephone: (204) 677-6703</p>

**Emergency Response**

24 Hour Emergency Response Line  
 Telephone: 1-204-944-4888  
 Toll Free Number: 1-855-944-4888  
<http://www.gov.mb.ca/sd/envprograms/env-emresp/index.html>

## SOME EXAMPLES OF HAZARDOUS WASTES AND THE CORRESPONDING TRANSPORTATION OF DANGEROUS GOODS (TDG) CLASSIFICATION

Waste Example	TDG Shipping Name	UN Number	TDG Class	Packing Group	Provincial Waste Class Code
Waste motor oil (a hazardous waste as a result of contaminants such as lead)	Waste Environmentally Hazardous Substance, Liquid, N.O.S. (Lead)	UN3082	9	III	252
Waste oil filters (uncrushed)	Waste Environmentally Hazardous Substance, Solid, N.O.S. (Lead)	UN3077	9	III	252
Waste lead-acid batteries	Waste Batteries, Wet, Filled With Acid	UN2794	8	III	114
Waste paint (including paint, lacquer, enamel, stain, etc.) or Waste paint related material (including paint thinning or reducing compound)	Waste Paint or Waste Paint Related Material	UN1263	3	II	145
Waste PCB (polychlorinated biphenyls) or articles containing PCB	Waste Polychlorinated Biphenyls (PCB) or Waste Articles Containing Polychlorinated Biphenyls (PCB)	UN2315	9	II	243
Waste Mercury	Waste Mercury	UN2809	8	III	148
Liquid waste material contaminated with phenol (such that the phenol concentration by mass is 100 mg/Kg or greater)	Waste Environmentally Hazardous Substance, Liquid, N.O.S. (Phenol)	UN3082	9	III	266
Solid waste material contaminated with toluene (such that the toluene concentration by mass is 100 mg/kg or greater)	Waste Environmentally Hazardous Substance, Solid, N.O.S. (Toluene)	UN3077	9	III	211
Liquid waste material contaminated with benzene (such that the benzene concentration exceeds the leachate criterion of 0.5 mg/L)	Waste Environmentally Hazardous Substance, Liquid, N.O.S. (Benzene)	UN3082	9	III	211
Solid waste material contaminated with chromium (such that the leachate extraction concentration exceeds 5.0 mg/L)	Waste Environmentally Hazardous Substance, Solid, N.O.S. (Chromium)	UN3077	9	III	131 (example, are other possibilities)



**USED OIL**  
**COLLECTION DEPOT**  
**GUIDELINE**

***June 1997***

## USED OIL COLLECTION DEPOT GUIDELINE

### INTRODUCTION

In recent years greater emphasis has been placed on implementing proper methods for handling and reclaiming of used lubricating oil. Some past practices, such as road oiling, are no longer allowed. Used oil is, however, a commodity which can be recycled into new lubricants, or burned as an alternate fuel supply. Stewardship programs are being developed in several provinces, including Manitoba, to ensure that as much reclaimable used oil as possible is being collected and directed to proper end uses.

The first step in an oil collection system is to ensure that there are collection depots accessible both to the public and to small commercial generators. As with any program of this nature, it is important that one environmental problem is not simply replaced with another. The major environmental concerns associated with used oil collection facilities are soil or groundwater contamination caused by spillage of used oil and the contamination of the used oil by the introduction of other waste streams such as solvents, fuels, etc. Manitoba Environment has developed this guideline, which describes the basic design and operating parameters for used oil collection depots, in order to minimize the occurrence of these sorts of situations within Manitoba's used oil handling system.

This guideline has been prepared primarily for depots used to collect small volumes of oil from domestic sources and commercial generators for shipment to permitted receivers and processing plants. The sections in bold print are considered to be mandatory provisions that must be complied with in order for the depot to be approved. The other information is intended to provide guidance to agencies which may be considering establishing a used oil collection depot. More specific details can be obtained by contacting one of the Manitoba Environment offices listed in Appendix A.

### DEFINITIONS

- Domestic Quantity*      A quantity of a material which is packaged and marketed for, and used by, an individual household. (As a general rule, a shipment of used oil not exceeding 30 litres and originating from a household will be considered to be domestic quantity. Larger shipments may need to be assessed on an individual basis.)
- Recycling*                A process which converts a waste material into a usable product, but not including processes where the waste is destroyed in a combustion process or spread on land.
- Used Oil*                 A 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 which, as a result of use, storage or handling can no longer be used for its original purpose.



## **APPLICATION FOR DEPOT APPROVAL**

Most used oils are currently classified as hazardous waste in Manitoba. Because of this classification, facilities that store or process waste oil are considered to be hazardous waste disposal facilities. Hazardous waste disposal facilities require an approval issued by Manitoba Environment issued under the authority of The Dangerous Goods Handling and Transportation Act. Applications for approval of used oil collection depots should be submitted to the regional office of the Environmental Operations Division in the region where the depot will be located. The addresses of Manitoba Environment's regional offices are listed in Appendix A. //

### Application Information

The application for approval must contain, as a minimum, the following information:

- Name, address, phone and fax numbers for the depot owner
- Name and address of land owner, if different than depot owner
- Location of the depot, including legal description
- Information on any previous environmental studies that have been done on the depot site
- Details of the equipment and layout of the depot, showing that the depot to conforms to the applicable sections of this guideline
- Details of the operating procedures for the depot, including any special conditions for receiving used oil, training programs, record keeping procedures and any other information that demonstrates that the depot operation will conform with this guideline
- Information on the planned end use of the used oil collected at the depot, including names of carriers and receivers, if known at the time of application
- A plot plan of the depot showing all pertinent features

## DESIGN CONSIDERATIONS

### **SITE SELECTION**

Used oil collection depots should be located in areas where the design features described in this guideline can be effectively incorporated. The following features should be considered when selecting a site for a used oil depot:

- Vehicle access is required to allow unloading of containers directly into the containment area. Access is also required for tank vehicles to pump out the collected oil and to remove containers and filters
- Locations close to sensitive occupancies, such as hospitals, schools, etc., should be avoided
- The site must be properly zoned for the intended use (check with the local zoning or land use agency)
- The location of water wells, drainage systems, and environmentally sensitive areas should be noted so that appropriate protective measures can be instituted

Some preferred locations for used oil collection depots include waste disposal grounds, municipal works yards and enclosed commercial sites

## **STORAGE**

### **Used Oil**

**Tanks used to store used oil must be designed specifically for that purpose. The recommended tank design incorporates a secondary containment system which eliminates the need to construct a separate diked area. Used oil tanks must also be equipped with overfill protection and an accessible means of emptying containers into the tank. Underwriters Laboratories of Canada has published a standard for above ground used oil collection tanks:**

**ULC - S652 "Standard for Tank Assemblies for Collection of Used Oil"**

**Tanks constructed to meet this standard will display an appropriate ULC label. These tanks must be installed in accordance with the manufacturer's instructions.**

### **Containers and Filters**

**Depots which will be accepting oil containers and used oil filters must ensure that suitable receptacles are provided for these items. The receptacle should be constructed of metal and designed in such a way that it can contain any used oil which may drain from filters or containers. Consideration should also be given to sizing receptacles to suit the expected throughput of the depot and to ensuring that the contents can be removed safely and effectively. The use of 205 L drums for filter storage is recommended.**

## **CONTAINMENT**

**The design of the collection depot must include features that can adequately contain any spillage that may occur during handling or storage of the oil.**

### **Storage Tank**

**If a tank with integral secondary containment is used, a spill containment dike is not required. Single walled tanks require a containment dike with a capacity of not less than 110% of the tank volume. The dike must be constructed of earth with a synthetic liner, or of concrete or metal. Tanks with a capacity of 5000 litres or greater must comply with applicable provisions of the Manitoba Environment's regulation respecting the storage and handling of petroleum products. Tank installations must also comply with applicable provisions of the Manitoba Fire Code.**

### **Loading/Unloading Areas**

**A receiving area must be provided immediately adjacent to the storage tank for the placement of full containers being delivered to the depot. This area must be adequately sized and graded to ensure that any spillage that may occur during handling of the containers before or after transfer of the contents to the storage tank can be properly managed. The surface of the containment area must be concrete or metal or another impermeable material acceptable to Manitoba Environment. An earthen containment area without a synthetic liner is not acceptable.**

**The preferred depot design includes a concrete slab large enough to accommodate the storage tank, the container receiving area, plus receptacles for used containers and filters.**

## **ACCESS AND SIGNAGE**

Used oil collection depots must include features to minimize the potential for unauthorized or unsupervised deliveries to the facility. Appropriate signage should also be posted identifying the site as a used oil collection depot.

### **Fencing**

The storage tank, container and filter bins and the receiving area, must be surrounded by a firmly anchored fence with a minimum height of 1.8 metres designed to discourage unauthorized entry. The fenced area must be equipped with a lockable gate.

At locations where the depot is situated within a fenced waste disposal ground, or other restricted site, where access is not permitted when operating staff are not on site, an additional fence is not required around the depot site. In this case, however, the storage tank must be capable of being locked in a manner which can prevent unauthorized deliveries of used oil into the tank.

### **Signage**

Legible, weather-proof signs must be posted at the entrance to the depot identifying the area as a used oil collection facility. The sign must indicate the hours of operation, a contact number and a warning not to leave used oil products at the depot when an operator is not available to accept the delivery. Instructions on how and where to deposit materials at the depot may also be included on the sign.

## **OPERATING PROCEDURES**

### **RECEIVING USED OIL AT THE DEPOT**

#### **Acceptance Criteria, Volume**

Depots are designed primarily for domestic quantities and small commercial consignments of used oil products, but they will occasionally receive shipments from commercial generators. Acceptance of large volumes of oil may overload the facility and restrict the accessibility to the general public. Depending on the operational capacity of the depot, restrictions on the type and quantity of materials that can be received may be necessary to ensure that the overall function of the facility is not hampered.

The depot operator should consider the need to establish criteria for maximum volumes of used oil that can be received from an individual generator. If such criteria are to be used, they should be clearly communicated to any affected generators.

#### **Acceptance Criteria, Quality**

It is very important to ensure that used oil received at a collection depot does not contain contaminants other than those resulting from the routine use of the oil. Even a small concentration of some contaminants can render an entire tank of used oil unfit for certain end uses. Each container of used oil delivered to a depot must be visually examined before the contents are transferred to the collection tank. Oil which does not have the characteristic colour and viscosity of used lubricating oil should not be accepted until it has been confirmed that the material falls within the definition of used oil as outlined in this guideline. In addition to the appearance of the oil, odours can also be an indicator of contamination. If a distinctive



odour of gasoline or solvent is noticed when the container is opened, the oil should not be accepted until the exact nature of the material is confirmed.

### Registered Generators

Generators of used oil (other than domestic quantities) must be registered with Manitoba Environment as hazardous waste generators. ~~Used oil collection depots are not allowed to receive used oil from unregistered generators, other than domestic "do-it-yourself" sources.~~ Hazardous waste generators are issued a registration number which consists of the prefix "MB" followed by seven digits. The depot supervisor should record the registration number for all non-domestic deliveries to the depot.

### Waste Manifests

**If the used oil collected at the depot is not being shipped to a recycling operation, the delivery to the depot must be made by a licensed hazardous waste carrier and the load must be accompanied by a hazardous waste manifest form. The depot supervisor will be required to sign Part C of the manifest confirming receipt of the shipment.**

### Record of Receipts

A record of quantities and sources of used oil received at the depot is useful in order to track any problems with the quality of the oil shipped from the depot and to analyze use patterns at the depot. Records can be maintained in a log book which is kept at the depot during the hours of operation. For each delivery, the log book should record the date and time of receipt, the name and address (or vehicle license number) of the person who delivered the oil, and the quantity of oil. For oil received from non-domestic generators, the waste generator registration number must also be shown. **A record of receipt must be maintained for each individual delivery exceeding 30 litres.** Records of smaller volume deliveries can be maintained at the discretion of the operator. **The completed log book must be retained for two years and be available for inspection by an Environmental Officer.** Log book entries are not required for shipments which were received with a waste manifest.

## **SUPERVISION**

### Supervisor Responsibilities

**A trained supervisor must be on site at all times when the depot is open to receive used oil. It is the responsibility of the supervisor to ensure that all shipments comply with the acceptance criteria and that the day to day operation of the depot is in accordance with the conditions of the Director's Order or licence. The supervisor should be the only person who physically transfers or directly supervises the transfer of used oil to the collection tank. If the supervisor's other duties require him/her to leave the depot area, the facility should be locked to prevent unauthorized deliveries.**

### Training

**The depot owner must ensure that all persons who will be assigned duties as operators of the depot receive adequate training. In the case of a depot functioning as part of a stewardship program, a training program may be available through the stewardship organization. As a minimum, the training should include the following features:**

- explanation of the types of materials which can be received at the depot
- procedures for examining oil shipments in relation to the acceptance criteria

- maintaining a log book
- operating procedures for the collection tank and any associated equipment including tank unloading
- response procedures for spills and leaks
- handling of accumulated run-off water
- proper occupational safety and health procedures
- regulatory requirements, including Transportation of Dangerous Goods

## **HOUSEKEEPING**

### **Disposal of Run-off Water**

Run-off or melt water which has accumulated in spill containment areas at the depot must be examined before it can be discharged. Generally, discharge can occur if there is no visible layer of oil on the water. In some sensitive areas more specific discharge criteria may be applied and these will be included in the operating permit or licence for the facility. A standard disposal procedure for accumulated oil and contaminated water should be documented and provided to the depot supervisor.

### **Spills and Leaks**

Any spillage that occurs during handling of materials at the site must be contained and cleaned up promptly. Appropriate clean-up materials must be available to the supervisor for this purpose.

## **SHIPMENTS FROM DEPOT**

### **Taking Samples**

Prior to arranging for a load of used oil to be shipped from a collection depot, a representative sample of oil must be taken from the collection tank. The sample should be held in storage until confirmation is received that the oil has been received and processed. The depot manager should make arrangements with a qualified laboratory for suitable sample containers and procedures for sample storage. Where analysis of the sample is required, it should be analyzed for the following parameters:

- solvent scan
- heavy metals
- total halogens
- PCB
- flash point

Samples must also be taken for analysis where requested by an Environment Officer.

### **Carriers**

If the used oil is not being shipped from the depot to a recycling facility in Manitoba, the oil must be transported by a licensed hazardous waste carrier. The shipment must be accompanied by a waste manifest showing the depot manager as the consignor. In all cases, shipments of oil from the depot must comply with applicable parts of the Transportation of Dangerous Goods Regulations.



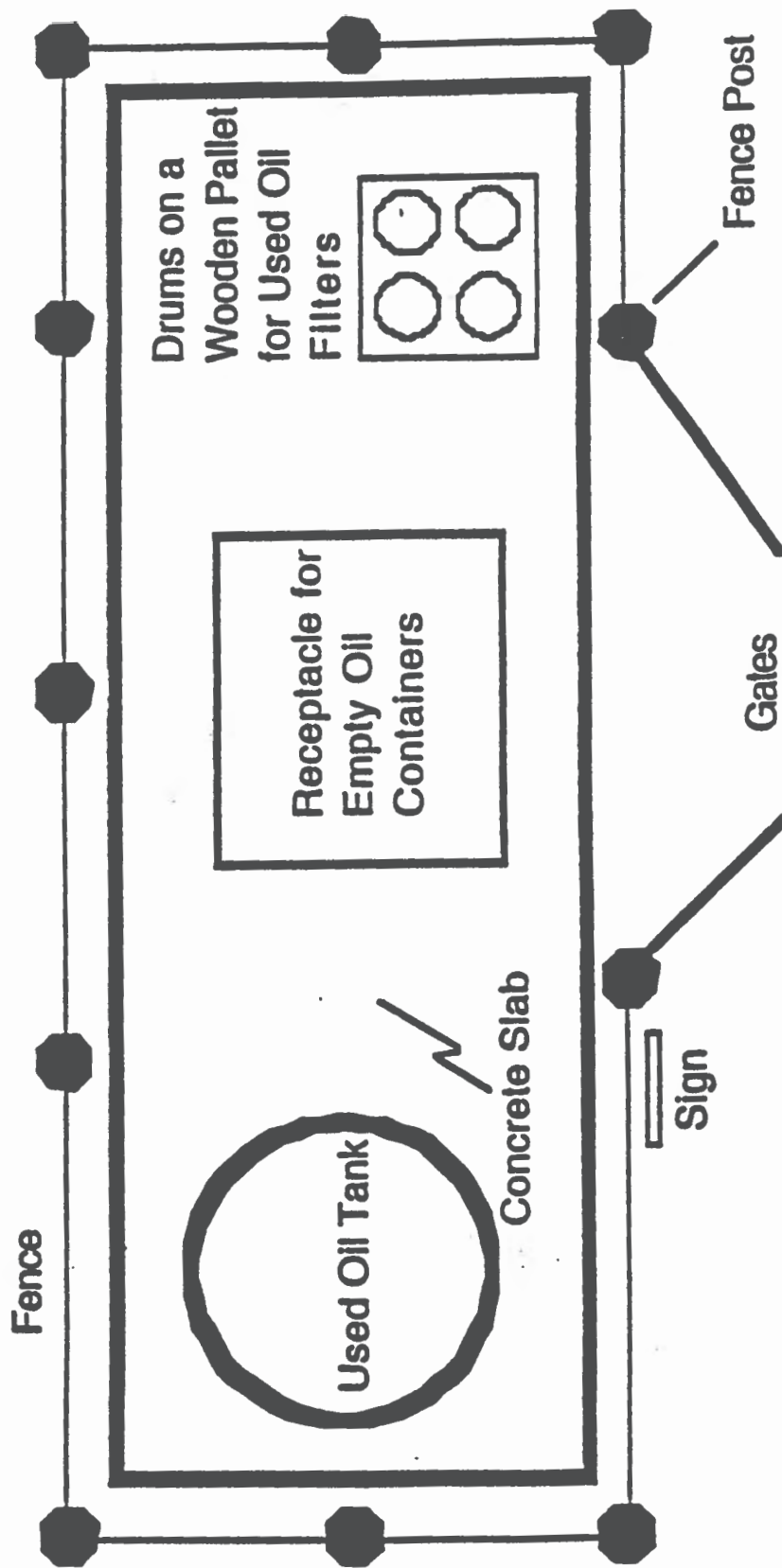
### Receivers and End Uses

The depot manager must ensure that a written agreement is in place with the carrier or receiver of the used oil shipped from the depot at all times during the operating life of the facility. The agreement should state how and where the oil will ultimately be used. This agreement will be used to determine where the exemptions for waste destined for recycling will apply. A copy of this agreement must be available for inspection by an Environment Officer.

### **DEPOT CLOSURE**

When a depot is to be permanently closed, a decommissioning plan must be prepared and submitted to Manitoba Environment. The plan should, as a minimum, address the following:

- soil and groundwater testing for residual contamination
- removal and final disposition of the collection tank and any associated equipment
- proposed future use of the site



**Preferred Used Oil Collection Depot Layout**

# USED OIL COLLECTION DEPOT

Hours of Operation

Monday to Friday 8:00 a.m. - 5:00  
p.m.

ITEMS OTHER THAN USED OIL,  
FILTERS AND CONTAINERS ARE  
NOT ACCEPTED

PLEASE DO NOT DEPOSIT USED OIL  
PRODUCTS UNLESS AN OPERATOR  
IS AVAILABLE AT THE DEPOT

THIS DEPOT IS OPERATED BY \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

**Typical Used Oil Collection Depot Signage**



To Whom It May Concern:

Re: Licence For A Collection Depot For Used Oil

The attached Dangerous Goods Handling and Transportation Act Application Form (DGHTA Application Form) is the form to use to apply for a licence to operate a collection, transfer, treatment, or disposal facility for hazardous waste (includes used oil and oil filters). The DGHTA Application form is also available in Manitoba Conservation's internet site: [www.gov.mb.ca/conservation/envapprovals/publs/dghtact.pdf](http://www.gov.mb.ca/conservation/envapprovals/publs/dghtact.pdf)

The attached DGHTA Application Form has been designed to cover the entire range of hazardous waste facilities in terms of both type and size. A response is required to all of the items (i) to (ix) listed under the "Description of the Facility" on the DGHTA Application Form.

It is recommended that, as a minimum, the following supplementary information be included with the application for the operation of a collection depot for used oil products and materials:

- Copy of Certificate of Title for the property where the depot will be located.
- Schematic or diagram of the site layout.
- Description of the storage tank (tank capacity, manufacturer, model no., ULC code, etc.).
- Information on who the transporter and receiver of the used oil material will be.
- Information on hours of operation, estimated service area, etc.
- For a private developer: a copy of the Article of Incorporation or Business Name Registration for the applicant's business.
- For a depot being set up by a municipal proponent (a rural municipality, city, etc.): copy of municipal resolution for the establishment of the depot.
- For a proposed MARRC EcoCentre, confirmation that MARRC\* is in agreement to proceed.
- Confirmation that the depot will meet the requirements in "Guideline 97-03: Used Oil Collection Depot Guideline" (note in particular the "Application Information" on page 3 of Guideline).

The completed DGHTA Application Form and supplementary information relating to the facility should be sent together with a covering letter (and a cheque payable to the Minister of Finance in the amount of \$250 which is the licence application fee in accordance with Manitoba Regulation 164/2001) to:

Director  
Environmental Assessment & Licensing  
Manitoba Conservation  
Suite 160, 123 Main St.  
Winnipeg MB R3C 1A5

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\* MARRC = Manitoba Association For Resource Recovery Corp., 35-113 Border St.,  
Winnipeg MB R3H 0X4 Tel: 204-632-5255 Fax: 204-633-9380



# The Dangerous Goods Handling and Transportation Act Application Form



This form prescribes the nature and sequence of the information required to file an application for a licence pursuant to The Dangerous Goods Handling and Transportation Act.

Name of facility:		
Legal name of the applicant of the facility:		
Location (street address, city, town, municipality, legal description):		
Name of applicant contact person for purposes of the environmental assessment:		
Mailing address:		
Postal code:	Telephone:	Fax:
Date:	Name (Print):	Signature of person representing the legal applicant:

- 1) NOTE: APPLICATION FEE - Refer to Schedule "A" on reverse side.
- 2) NOTE: The applicant should reproduce the underlined portions of each section as noted below, adding the required information following each section as it applies to the facility. A response to all the portions is required.

## DESCRIPTION OF THE FACILITY:

- i) Certificate of Title showing the legal description of the facility;
- ii) Name of the owner(s) of the land upon which the facility will be constructed;
- iii) Name of the owner of Mineral Rights beneath the land if known;
- iv) Description of the existing land use on the site and adjoining it as well as changes that will be made thereto for the purposes of the facility;
- v) Land use designation for the site and adjoining land as identified in a development plan adopted pursuant to The Planning Act or The City of Winnipeg Act and the zoning designation as identified in a Zoning By-Law, if applicable;
- vi) Description of any previous studies and activities relating to the need, feasibility, exploration, or project siting and prior authorization received from other government agencies;
- vii) A description of the proposed facility and the method of operation including hours of operation and identification of any storage of gasoline or associated petroleum/chemical products (e.g. diesel fuel, used oil, heating oil, AV gas, solvents, isopropanol, methanol, acetone, etc.);
- viii) A description of the potential impacts of the facility on the environment, including, but not necessarily limited to:
  - type, quantity and concentration of pollutants to be released into the air, water or on land;
  - impact on wildlife;
  - impact on fisheries;
  - impact on surface water (including wetlands) and groundwater;
  - forestry related impacts;
  - impact on heritage resources;
  - socio-economic implications resulting from the environmental impacts;
  - environmental health;

- ix) A description of the proposed environmental management practices including training to be employed to prevent or mitigate adverse implications from the impacts identified in viii) which will have regard to, where applicable: containment, handling, monitoring, storage, treatment and final disposal of pollutants; conservation and protection of natural or heritage resources; environmental restoration and rehabilitation of the site upon decommissioning; and protection of environmental health.

The applicant should also take into consideration "Guidelines for the Preparation of an Environmental Impact Assessment for Hazardous Waste Management Facilities Regulated Under The Dangerous Goods Handling and Transportation Act" when submitting the application. It provides a summary of the process and the possible requirements that may be imposed by the Department.

## SCHEDULE:

The proposed date of commencement of construction, commencement of operation including staging of the facility and termination of operation, if known. Also include details of any future plans for the facility.

## FUNDING:

Name and address of any Government Agency (Federal, Provincial or otherwise) from which a grant or loan of capital funds have been requested, where applicable.

**NOTE: Proprietary information provided in this form should be clearly noted. A separate summary of the application, excluding the proprietary information, should accompany the application for the public registry file.**

**27 copies of any bound report or blueprints supporting the application are required.**

The completed application form should be sent together with a covering letter to:

Director, Environmental Assessment and Licensing Branch  
 Manitoba Conservation  
 Suite 160, 123 Main Street  
 Winnipeg, Manitoba R3C 1A5



## **Schedule "A"**

### **APPLICATION FEE**

Effective November 24, 2001, a fee will be charged for the processing of new applications and major alterations filed under subsection 8(3) or (4) of the Act accordingly:

Hazardous Waste Storage, Handling and/or Treatment.....\$250

A cheque, payable to the Minister of Finance, for the appropriate fee must accompany the Application Form at the time the Application is filed.

## Frequently Asked Questions

### **1. What are hazardous wastes?**

Many hazardous wastes are waste materials from the use of familiar products that households and businesses use every day. Hazardous waste can be waste paint, paint thinners, used oil, batteries, and cleaning chemicals, among many others. With certain exceptions, hazardous waste may be described in general as 'waste dangerous goods'.

If a generator first checks whether the material is specifically listed as a dangerous good in the federal Transportation of Dangerous Goods Regulations or notices that the product has the dangerous goods safety marks [labels] on the packaging, the waste product is more than likely a hazardous waste. Section 2 of the Hazardous Waste Regulation M.R. 195/2015 specifies the criteria for hazardous waste identification in Manitoba.

### **2. Is used oil a hazardous waste?**

Yes. Used oil is included in Schedule A of the Hazardous Waste Regulation and identified as hazardous waste. Used oil is assigned with the Provincial Waste Code: MHW1.

### **3. Are used oil filters classified as hazardous waste?**

Yes. Used oil filters are included in Schedule A of the Hazardous Waste Regulation and identified as hazardous waste. However, used oil filters that have been drained for 24 hours and crushed to a minimum of 75% volume compaction are not considered to be hazardous waste in Manitoba. Used oil filters are assigned with the Provincial Waste Code: MHW2.

### **4. Are waste wood products that have been treated with wood preservative hazardous wastes?**

These waste wood products are not to be considered as hazardous waste if they have been treated with a wood preservative or wood protection product registered under the Pest Control Products Act (Canada).

### **5. Is petroleum hydrocarbon contaminated soil a hazardous waste in Manitoba?**

Petroleum hydrocarbon contaminated soil is not a hazardous waste if it meets the requirements specified in sub section 2(2) (d) and (e) of the Hazardous Waste Regulation.

### **6. Are biomedical waste sharps regulated as hazardous waste under the Hazardous Waste regulation?**

Sharps including needles, syringes, blades, lancets or laboratory glass capable of causing punctures or cuts are regulated as hazardous wastes if they show the characteristics of a hazardous waste.

Waste sharps known or believed to contain Class 6.2 Infectious Substances, which meet the criteria of Category A, or Category B waste are regulated as hazardous waste and subjected to the Hazardous Waste Regulation. In addition, if sharps are used in the administration of cytotoxic drugs, the waste sharps may be identified as Class 6.1 Toxic Substances and regulated as hazardous waste.

The generator is responsible for identifying the hazardous wastes. In the case of infectious substances, this decision can be made by the generator in consultation with medical doctor, veterinarian, pathologist, nurse, coroner or a laboratory technologist.

**7. What do the letters "N.O.S." mean?**

N.O.S. means "Not Otherwise Specified". For example, even though gasoline is a flammable liquid, the shipping name "FLAMMABLE LIQUID, N.O.S." cannot be used because gasoline is otherwise specified.

**8. At what point is a company required to register as a hazardous waste generator?**

In accordance with the Hazardous Waste Regulation, a generator of hazardous waste must register and receive a registration number when:

1. the quantity of hazardous waste generated in a month is equal to or greater than the Registerable Quantity specified in the Schedule F of the Regulation; or
2. hazardous waste in quantities greater than 5 L or 5 kg (or 500 g of PCB mixture) is to be removed from the premises where it was generated; or
3. hazardous waste in quantities equal to or greater than the amount specified in Schedule G of the Regulation is to be removed from the premises where it was generated; or
4. store or provide storage facilities for hazardous waste generated by another person.

The prescribed quantity of a hazardous waste that must be registered is usually called the registerable quantity. This quantity varies according to the hazard of the waste. Registration quantities are listed in Schedule F – Amount of Hazardous Waste Requiring Registration of the Hazardous Waste Regulation.

**9. How do I apply for a Manitoba generator number (MBG no.) for hazardous waste?**

You must register as a hazardous waste generator by submitting a completed Hazardous Waste Registration Form to Manitoba Environment, Climate and Parks. An online e-form can be found on the [Hazardous Waste Program website](#). Once the registration is approved, a hazardous waste generator number (Provincial ID No.) will be issued to the generating company.

**10. Is there an application fee to apply for a generator or carrier registration number?**

No.

**11. Do I have to register for a one-time generation of hazardous waste?**

Yes, registration is required for a one-time generation of a regulated quantity of hazardous waste.

**12. If our company moves to a new location, can we continue to use the registration number that was issued for our former location?**

No. Manitoba hazardous waste generator registration numbers are site specific, i.e., they are identified with your site location. Therefore, if you move your operation, you must submit a new registration form for your new location. At the same time, notify the department that you are no longer at your old location and ask that the generator ID number for your old location be inactivated.

**13. Can a company use the same generator number if it generates and ships hazardous waste from more than one location in Manitoba?**

No. As noted above, the generator numbers are site specific and so a separate generator number is required for each location; hence, a hazardous waste registration Form should be completed for each location.

**14. Is there a requirement to renew the hazardous waste generator registration on a regular frequency such as annually?**

No. There is no such requirement. However, if there are changes to the information provided in the past, in accordance with sub sections 4(5) and 4(6) of the Hazardous Waste Regulation, the registrant must file an amended registration form. An online e-form found on the [Hazardous Waste Program website](#) can be used to amend the registration.

**15. Who should I contact to find out if my company has a Manitoba hazardous waste generator registration number?**

You may review the “Generator Registration Quarterly Report” found on the [Hazardous Waste Program website](#) or contact the Provincial Hazardous Waste Program at 204-945-7086 or respective regional offices of the [Environmental Compliance and Enforcement Branch](#). Please provide both the company name and the site location.

**16. Does Manitoba Environment, Climate and Parks issue generator numbers to out-of-province companies that send hazardous waste to facilities in Manitoba?**

No. Manitoba accepts out-of-province generator numbers for hazardous waste shipments to Manitoba. Out-of-province generators must obtain a generator number from the appropriate authority in their own Province/Territory.

**17. Are hazardous waste storage requirements applicable to my operation?**

Hazardous waste generators must comply with Hazardous waste storage requirements. However, these requirements do not apply

1. to the operator of a licensed hazardous waste disposal facility;
2. to the storage of PCB waste; or
3. to the storage of petroleum or allied petroleum products under the Storage and Handling of Petroleum Products and Allied Petroleum Products Regulation, Manitoba Regulation 188/2001.

**18. What amount of hazardous waste is considered to be a regulated amount during transport?**

Regulated amount is 5kg of solid hazardous waste or 5L of liquid hazardous waste or liquid or solid hazardous waste that contains 500 g of PCB mixture. In addition, hazardous wastes listed in Schedule G of the Hazardous Waste Regulation in an applicable quantity set out in Column 2 of that schedule.



There are, however, certain exemptions from the hazardous waste requirements. For example, there is an exemption for the transportation of hazardous waste from the scene of an environmental accident provided that it is in compliance with the instructions of an environment officer or inspector.

**19. How do I apply for a Manitoba carrier number (MBC no.) for hazardous waste?**

You must submit an Application for a Licence to Transport Hazardous Waste to Manitoba Environment, Climate and Parks in accordance with requirements in the Hazardous Waste Regulation. There is no fee for the hazardous waste transporter licence but specific supporting information and documents must accompany the application form. When the licence is issued, a Manitoba carrier number will be provided to the licensee.

**20. Does Manitoba Environment, Climate and Parks issue hazardous waste carrier numbers to out-of-province companies that transport hazardous waste in Manitoba?**

The Dangerous Goods Handling and Transportation Act recognizes hazardous waste transporter licences issued by other provinces. Hence, a Manitoba carrier number is not required if an out-of-province carrier is only transporting hazardous waste through Manitoba between other jurisdictions; in that case the carrier number, that is issued by the province wherein the carrier is based, is accepted in Manitoba.

However, the recommended procedure is that an out-of-province carrier should apply for a Manitoba carrier number (i.e. submit to Manitoba Environment, Climate and Parks an application for a licence to transport hazardous waste) if the carrier intends to pick up hazardous waste from generators in Manitoba or transport hazardous waste to receivers in Manitoba.

**21. How do I apply for a Manitoba receiver number (MBR no.) for hazardous waste?**

Any collection facility that receives hazardous waste from off-site must be licensed or approved in accordance with The Dangerous Goods Handling and Transportation Act. The applicant must submit a completed Dangerous Goods Handling and Transportation Act Application Form, along with supporting information (with the exemption of certain facilities), to the Environmental Approvals Branch, Manitoba Environment, Climate and Parks. A receiver number is assigned to the facility when the licence is issued.

For further information on the Dangerous Goods Handling and Transportation Act Application process, please contact:

Environmental Approvals Branch  
Manitoba Environment, Climate and Parks  
1007 Century Street  
Winnipeg, MB R3H 0W4  
Phone: (204) 945-8321  
Email: [EABDirector@gov.mb.ca](mailto:EABDirector@gov.mb.ca)  
Environmental Approvals Branch, Environment, Climate and Parks

**22. I am planning to set up and operate a used oil collection facility. Do I need to apply for a hazardous waste disposal facility licence under the The Dangerous Goods Handling and Transportation Act?**

A hazardous waste disposal facility licence is not required for a used oil collection facility if the total used oil storage capacity at the facility does not exceed the 5,000 litres. However, these exempted facilities are still required to comply with the applicable regulatory criteria specified in the hazardous waste regulation (specifically the sub sections 10.7 to 10.14 of the regulation).

**23. I am planning to set up and operate a used oil burner (space heating) facility. Do I need to apply for a hazardous waste disposal facility licence under the The Dangerous Goods Handling and Transportation Act?**

A hazardous waste disposal facility licence is not required for a used oil burner or a combination of used oil burners, with a heating capacity that does not exceed 500,000 Btu/hr. However, these exempted facilities are still required to comply with the applicable regulatory criteria specified in the hazardous waste regulation (specifically the sub sections 10.2 to 10.5 of the regulation).

**24. What is a hazardous waste movement document?**

The hazardous waste movement document, which is also known as the manifest, is a special shipping document for hazardous waste. Each movement document has a unique reference number and is comprised of six copies. This document is used for tracking the movement of hazardous waste from the generation site to the location where it is received for disposal. The generator, carrier and receiver of the waste are each required to complete specific parts of the document.

**25. Where can I obtain the hazardous waste movement document?**

Hazardous waste movement document forms may be purchased from:

Geo Manitoba (Canada Map Sales)  
Manitoba Agriculture and Resource Development  
1007 Century Street, Winnipeg MB R3H 0W4  
Tel: (204) 945-6666  
Toll free: 1-877-627-7226  
Fax: 204-945-1365  
Email: [mapsales@gov.mb.ca](mailto:mapsales@gov.mb.ca)  
<http://www.canadamapsales.com/en/index.html>

**26. I am a registered hazardous waste generator. Do I need to send copy 1 of the movement document to the department when the hazardous waste was accepted by the carrier for shipment?**

No. You as a registered generator need not send copy 1 of the movement document to the Department. Instead, you will retain this copy for at least two years.

**27. My company is a registered hazardous waste receiver (having a licence to operate a hazardous waste disposal facility). Do I need to send copy 3 of the movement document to the department when the hazardous waste was accepted from the carrier?**

No. You as a registered receiver need not send copy 3 of the movement document to the Department. Instead, you will retain this copy for at least two years.

**28. The Federal Cross-border Movement of Hazardous Waste and Hazardous Recyclable Material Regulations (SOR/2021-25) requires the consignors and consignees of hazardous wastes or hazardous recyclable materials to provide copies of the movement document to the authorities of the province where the shipping or receiving facility is, if those authorities ask for it. Does Manitoba Environment, Climate and Parks requires copies of movement document from the consignors and consignees?**

Manitoba Environment, Climate and Parks does not require the hazardous waste generators and receivers involved in the cross border movement of hazardous waste to submit copies of movement documents (Copy 1 and Copy 3) to the Department. As per the Hazardous Waste Regulation, M.R. 195/2015 the copies of the movement document will have to be retained by the consignors and consignees for at least two years.

**29. What is a Waste Multiple Pickup Record?**

A Waste Multiple Pickup Record is required when a carrier is transporting hazardous waste from more than one consignor and using the same Movement Document to record the hazardous waste received from all consignors. A carrier must use the approved Waste Multiple Pickup Record form to record information.

**30. What is an Annual Hazardous Waste Receiver Reporting Form?**

A hazardous waste disposal facility that receives hazardous waste from offsite must submit to the director an annual hazardous waste receiver report respecting the hazardous waste received by the facility each year and the manner in which the waste was treated or disposed.

The annual report is submitted on a form or format approved or acceptable to the director. The Report is due to the director by March 31 of each year following the year being reported. Please use the report table from the “forms” section to provide the information or create your own table using this format to submit the report.

**31. What if the waste I generate does not meet the hazardous waste criteria in Manitoba, but cannot be disposed of via the sewer for liquids or landfill for solids because the contaminant exceeds limits in other legislation such as a municipal by-law or exceeds the limits in the licence for a disposal facility or is restricted by other disposal requirements?**

This is a common occurrence as requirements become more stringent on waste disposal practices in order to protect municipal infrastructure and prevent contamination to sensitive environmental receptors, such as ground and surface waters. In this case, the only available option (even though the waste might not be regulated as a hazardous waste in terms of Manitoba's hazardous waste criteria) may be to arrange for the disposal of the waste by a hazardous waste management company that has an avenue for proper disposal.

- 32. What are the minimum number of PCB containing florescent light ballasts that can be**
- (a) stored without obtaining a “PCB storage site registration”?** and
  - (b) disposed of without obtaining a “prior written approval”?**

By way of regulation, the department prescribes the following approach for the management of PCB containing florescent light ballasts (FLBs) taken out of service for storage and disposal:

- (a) The PCB Storage Site Regulation, M.R. 474/88 applies to more than 1 Kg of PCBs stored at a site. Based on the estimation that a standard FLB contains approximately 25g of PCB, approximately 40 ballast units would need to be collected before triggering the maximum storage quantity of 1 Kg of PCB [40 x 25g = 1 Kg]. Therefore, a storage site registration is not required if a site:
  - stores 40 or fewer FLB units, or
  - removes FLBs from the site prior to the site accumulating 40 FLB units
- (b) A generator would not require a prior written authorization for disposal of 40 or fewer FLB units as this quantity would be exempt from the regulation. Note that the generator must comply with all other applicable requirements specified in the Hazardous Waste Regulation, M.R. 195/2015