



**Interchange**<sup>TM\*</sup>  
Recycling

# Membership Agreement

June 9, 2023

## 1. Definitions

1.1 In this Membership Agreement, unless the context otherwise requires:

- (a) **Brand-Owner** means
  - (i) a person who is the owner or licensee of a trade mark under which Materials are sold, otherwise distributed or use in a commercial enterprise, whether the trademark is registered or not, or
  - (ii) a person who sells, distributes or uses Materials in a commercial enterprise.
- (b) **Interchange** means the British Columbia Used Oil Management Association (BCUOMA) doing business under the trade name Interchange Recycling.
- (c) **Materials** means products and materials that are subject to recycling and waste minimization plans, programs, services or other similar initiatives.
- (d) **Member** means a Brand-owner who is a member of Interchange.
- (e) **Membership Agreement** or **Agreement** means this agreement between a Member and Interchange, as may be amended from time to time by Interchange.
- (f) **Plan** means one or more Interchange-managed recycling and waste minimization plans, programs, services or other similar initiatives.
- (g) **Participation Agreement** means an agreement between the Member and Interchange, as may be amended from time to time, setting out the terms and conditions of the Member's participation in a Plan.

1.2 Words importing the singular gender include the plural and vice versa; words importing gender include the masculine, feminine and neuter gender; words importing persons include individuals, bodies corporate, partnerships, and unincorporated organizations.

## 2. Terms of Membership

2.1 The Member acknowledges to Interchange that it is a Brand-owner and it wishes to take advantage of membership in Interchange and participation in one or more Plans.

2.2 The Member in consideration of being permitted to become a Member of Interchange, hereby agrees with Interchange as follows:

- (a) To pay an initial membership fee of \$200 payable at the time of signing of the Membership Agreement; and
- (b) To pay the annual membership fee as from time to time set by Interchange.
- (c) To participate in one or more Plans and to execute and comply with the Participation Agreements applicable to such Plans. Each applicable Participation Agreement shall be attached to this Membership Agreement as a schedule.

2.3 The Member agrees that upon the signing of this Membership Agreement, the payment of the initial membership fee and the execution of one or more Participation Agreements that it will maintain membership in Interchange, subject to the by-laws, for a period not less than 3 years from the date hereof. Subsequent to the initial 3 year term, this Agreement, any applicable Participation Agreements, the Member's membership in Interchange and the obligations flowing from membership, shall be considered renewed annually on the anniversary date of signing this Agreement, unless the Member gives written notice to Interchange by registered mail of its intention to withdraw from Interchange.

- 2.4 Where the Member has given written notice of its intention to withdraw, the Member shall be considered to have withdrawn from Interchange 180 days from the date of receipt of notice. Subject to the initial three-year membership obligation, a Member may give notice of its intention to withdraw from Interchange at any time.

### **3. Funds**

- 3.1 The Member acknowledges and agrees to the creation of one or more Interchange-managed funds, which shall be used to provide or pay for any or all of the following:
- (a) establishing and administering one or more Plans;
  - (b) education programs for the purpose of promoting the Plans;
  - (c) expenditures incurred in promoting the collection, transportation, storage, processing and disposal of Materials; and
  - (d) salaries, fees, costs, expenses and liabilities incurred in the administration of the funds.
- 3.2 The following shall be deposited into the fund:
- (a) Environmental handling charges and other fees collected by Interchange,
  - (b) Gifts, donations, and bequests to the fund,
  - (c) Investment income earned on deposits to the fund,
  - (d) Membership fees, and
  - (e) Other revenue Interchange might generate through its operations.
- 3.3 Interchange manages the fund in such a manner that a separate accounting is maintained for revenue and expenses for each Material or Material category, as determined by the Board of Directors of Interchange. It is the goal to use the membership fees, environmental handling charges and associated revenue generated on a particular Material category to fund the recovery, collection, recycling and administration of that Material category.

### **4. Interchange by-laws and rules govern**

- 4.1 The Member agrees that this Agreement and the by-laws of Interchange shall govern its membership in Interchange.
- 4.2 Interchange has the authority to make policies, procedures and rules in relation to the Plans and Materials. The Member agrees to be bound by any applicable Participation Agreement, policies, procedures and rules applicable to it and made by Interchange.
- 4.3 This Agreement or any Participation Agreement may be amended from time to time by the Board of Directors of Interchange.

### **5. Obligations of Interchange**

- 5.1 Interchange shall provide the Member with an Plan in respect of a Material, which is approved, and in accordance with the applicable law.
- 5.2 Interchange covenants with the Member to keep confidential any and all information transmitted by the Member for any purpose, including audit, except as required by law, and except for the purposes of section 5.4 of this Agreement.
- 5.3 Interchange shall retain chartered accountants to prepare and present annual financial statements as required under the *Societies Act*, SBC 2015, c 18;

5.4 Interchange shall assign a registration number and issue a certificate of registration to the Member and shall notify the Member in writing of the number and effective date of registration. Interchange will provide Members with a current website list of all Members in good standing of Interchange and generally cooperate with Members so as to facilitate easy identification of Members of Interchange.

## **6. Limited Liability**

6.1 No Member shall be liable for a debt or obligation of Interchange merely by reason of being a Member in Interchange.

6.2 In consideration of the mutual promises set out above the Member and Interchange have caused this Membership Agreement to be executed under the hands of their respective officers.

## **7. Governing Law and Choice of Forum**

7.1 This Membership Agreement, including all schedules, exhibits, attachments, and appendices attached hereto or thereto, all applicable Participation Agreement(s) and all matters arising out of or relating to any of the foregoing are governed by, and construed in accordance with, the laws of the Province of British Columbia, and the federal laws of Canada applicable therein. Any action or proceeding arising out of or relating to this Membership Agreement, including all schedules, exhibits, attachments and appendices hereto and thereto and all transactions and matters contemplated thereby, will be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

### **British Columbia Used Oil Management Association d/b/a Interchange Recycling:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Member:** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE "A"

### PARTICIPATION AGREEMENT

#### British Columbia Extended Producer Responsibility Plan Lubricating Oil, Antifreeze, Oil Filters, and Oil and Antifreeze Containers

#### 1. Definitions

1.1 For the purposes of this Participation Agreement, unless the context otherwise requires:

- (a) **Act** means the *Environmental Management Act*, SBC 2003, c 53.
  - (b) **Director** means the director as set out in the Regulation.
  - (c) **EHC** means the environmental handling charge assessed by Interchange in respect of Products.
  - (d) **EHC Payment Schedule** means the Environmental Handling Charge Payment Schedule as periodically issued by Interchange and is attached to this Agreement as Appendix 2.
  - (e) **EPR Plan** means any one or more extended producer responsibility plans or stewardship plans adopted by Interchange, which have been approved as a plan under Part 2, section 5 of the Regulation.
  - (f) **Executive Director** means the person who is employed by Interchange from time to time to oversee and carry out, under the supervision of the Directors, the operations and activities of Interchange
  - (a) **Interchange** means the British Columbia Used Oil Management Association (BCUOMA) doing business under the trade name Interchange Recycling
  - (g) **Member** means a Producer who is a member of Interchange.
  - (h) **Participation Agreement or Agreement** means this agreement between the a Member and Interchange.
  - (i) **OEM** means a common acronym for original equipment manufacturer and includes initial fill of oil/hydraulic/antifreeze fluids and oil filters into new vehicles and equipment.
  - (j) **Producer** means
    - (i) a person in British Columbia who is the owner or licensee of a trademark under which oil, automotive antifreeze, oil and automotive antifreeze containers or oil filters are sold, otherwise distributed or use in a commercial enterprise in British Columbia, whether the trademark is registered or not, or
    - (ii) a person who brings into British Columbia oil, automotive antifreeze, oil and automotive antifreeze containers or oil filters for sale, other distribution or uses in a commercial enterprise in British Columbia.
- For illustrative purposes, Producers are further described in **Appendix 4** to this Agreement.
- (k) **Products** means those products to which EHC applies, as set out the List of EHC Applicable Products and Containers, attached as **Appendix 1** to this Agreement.
  - (l) **Regulation** means the *Recycling Regulation*, BC Reg 449/2004.

- 1.2 Capitalized terms not otherwise defined in this Participation Agreement shall have the same meaning given to them in the Membership Agreement between Interchange and the Member.
- 1.3 Words importing the singular gender include the plural and vice versa; words importing gender include the masculine, feminine and neuter gender; words importing persons include individuals, bodies corporate, partnerships, and unincorporated organizations.
- 1.4 This Participation Agreement, adopts and incorporates by reference the terms and conditions of the Membership Agreement between the Member and Interchange, as may be amended from time to time.

## 2. **Plan terms**

- 2.1 The Member acknowledges to Interchange that it is a Producer and in accordance with section 2(1) of the Regulation it hereby appoints Interchange to carry out its duties as a "producer" under Part 2 of the Regulation in accordance with an EPR Plan.
- 2.2 Interchange may require a Member to provide security from time to time to Interchange, or provide Interchange with evidence of security, in a form that is acceptable to Interchange for the purpose of ensuring that the Member exercises the powers and carries out the duties of a Producer in accordance with the Act, Regulation, the Membership Agreement and this Agreement.
- 2.3 The Member agrees with Interchange as follows:
- (a) To pay to Interchange the EHC on all Products as set out by Interchange in the EHC Payment Schedule and as amended from time to time by Interchange.
  - (b) The Member agrees to remit to Interchange the EHC for each Product used, sold or supplied by the Member in British Columbia. If the Member is located outside of British Columbia but sells to a wholesaler, jobber, retailer or end user located in British Columbia, the EHC is to be remitted to Interchange. If the Member is located in British Columbia but sells to a wholesaler, jobber, retailer or end user that is located in another province with a similar used oil program, the EHC is to be remitted to the provincial authority responsible for the used oil program. The Member further agrees that the List of EHC Applicable Products and Containers (Refer to **Appendix 1** attached) shall be established, and from time to time amended, by Interchange.
  - (c) To pay Interchange the EHC on all Products sold or supplied by the Member between the date Interchange assessed EHC on the Products and the date the Producer becomes a Member of Interchange.

## 3. **The Fund**

- 3.1 (a) The total of the EHCs with respect to the sale or supply of the Product is to be remitted by the Member quarterly, as scheduled by Interchange, to Interchange within 30 days of the end of each quarter. The remittance to Interchange shall be in the form and fashion of Interchange's "Environmental Handling Charge Payment Schedule Remittance Form" as amended from time to time by Interchange (Refer to **Appendix 3** attached). (b) If the total of a Member's EHCs remitted in the 4 quarters of the previous calendar year is less than \$2,000 and the Member has remitted all EHCs due to Interchange in a manner and time satisfactory to Interchange, then the Member shall have the option of providing Interchange with notice in writing in the first quarter of the current calendar year that it shall make remittance of the EHCs for the current calendar year on an annual basis. In such event the remittance of the EHCs for the calendar year shall be remitted to Interchange within 30 days of the end of the calendar year. The remittance to Interchange shall be in the form and fashion of Interchange's "Environmental Handling Charge Payment Schedule Remittance Form" as amended from time to time by Interchange (Refer to **Appendix 3** attached).
- 3.2 The EHC to be remitted by the Member with respect to the use, sale or supply of Product shall be in accordance with the EHC Payment Schedule, as established, and from time to time amended, by Interchange (Refer to **Appendix 2** attached).

- 3.3 Notwithstanding sections 3.1, and 3.2 of this Participation Agreement Interchange and the Member acknowledge and agree that if the Member is selling a Product to another Member in good standing, or is selling Product for use outside Canada or to a province with no used oil or automotive antifreeze program, then no assessment or remittance of EHC is required in respect of that sale or supply. If the Member is selling Product for use in a province with a similar used oil or automotive antifreeze program, the EHC is to be remitted to that provincial authority responsible for the used oil or automotive antifreeze program, as the case may be. When Product moves between two or more Members, and there is a question about which one Member is responsible for remitting EHCs, the Members must between themselves agree in writing who shall be responsible for remittance of EHCs. Without evidence of such agreement, Interchange shall be entitled to collect EHCs from any Member who has made a supply of a Product in British Columbia or from any Member from another jurisdiction supplying a Product to someone in British Columbia.
- 3.4 It is the intent of Interchange that the EHC in respect of a specific Product supplied be paid only once.
- 3.5 EHCs owing by the Member to Interchange is a debt owing to Interchange, and Interchange shall be entitled to take any step it may be entitled to in contract or law to collect overdue EHCs.
- 3.6 Interchange manages the fund in such a manner that a separate accounting is maintained for revenue and expenses for each of oil, filters, oil containers, antifreeze and antifreeze containers. It is the goal to use the membership fees, EHCs and associated revenue generated on a particular Product category to fund the recovery, collection, recycling and administration of that Product category.
4. **Record Keeping**
- 4.1 The Member agrees to keep an accurate record of all transactions respecting the Products, in the form and fashion that can be reasonably audited. If requested by Interchange, the Member is to provide a record of all EHC sales and/or supplies of Product based on point of destination.
5. **Audit by Interchange**
- 5.1 The Member agrees that Interchange may from time to time, and as approved by Interchange, audit the records of the Member, through the use of a firm of chartered accountants, with respect to the sale and/or supply of Product and remittance to Interchange of the EHC.
- 5.2 In the event of an audit the Member shall make available to Interchange's auditors any and all records relating to the sale and/or supply of those Products for the Member's own use, sold or supplied in, or from a Member outside of British Columbia to someone in British Columbia and remittances to Interchange of the EHC and shall provide to the auditor any information respecting transactions relating to Product, provided that such records are reasonably required to perform an accurate audit. In cases where Interchange reasonably believes that a Member, through action or omission, has delayed the provision to Interchange of such reasonably required records such that the audit extends beyond the calendar year in which the audit had commenced, Interchange may, in its sole discretion, assess additional administration fees and interest against that Member.
- 5.3 Where Interchange has reason to believe the Member has under-remitted EHC to Interchange, in an amount in excess of \$500.00 for any period or if previous audits have shown a Member has poor performance in accurately remitting their EHCs and has repeatedly failed to comply with the terms of an EHC Compliance Review Letter, then the Member shall, in addition to any other liability at law, be liable to pay Interchange immediately the following:
- (a) the EHC due;
  - (b) the costs of the audit; and
  - (c) 20% of the EHC due by way of an administrative fee to Interchange.

5.4 Where Interchange has reason to believe the Member has over-remitted EHC to Interchange, then the Member shall be reimbursed by Interchange as soon as practicable.

**6. Obligations of Interchange**

6.1 Interchange agrees to accept and carry out the duties of the Member under s.2(1) of the Regulation and, if requested, shall confirm in writing to the Director the duties it will perform on behalf of the Member under the Regulation.

6.2 Interchange shall provide the Member with an EPR Plan in respect of the sale and/or supply of Product, which is approved, and in accordance with the Regulation.

6.3 Interchange covenants with the Member to keep confidential any and all information transmitted by the Member for any purpose, including audit, except as required by law, saving that it is permitted for Interchange to identify a Member who is in arrears of EHC remittance, and except for the purposes of the Member listing in accordance with the Membership Agreement.

6.4 Interchange shall provide to all Members a written, ninety (90) day advance notice of any change to the EHC Payment Schedule.

6.5 Interchange shall provide the following services:

- (a) retain chartered accountants to prepare and present annual financial statements as required under the Societies Act and the Regulation;
- (b) conduct regular Member audits as described under section 6.1 of this Participation Agreement; and
- (c) review EHC remittances and recommend non-compliance audits.

**British Columbia Used Oil Management Association  
d/b/a Interchange Recycling:**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Member:** \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



## Appendix 1 Used Oil Management Associations

AB Used Oil Management Association (**AUOMA**)  
Interchange Recycling<sup>1</sup> (**Interchange**)  
La Société de gestion des huiles usagées (**SOGHU**)

MB Association for Resource Recovery Corp (**MARRC**)  
SK Association for Resource Recovery Corp (**SARRC**)

### 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)

circulating oil	petroleum crankcase oil
compressor oil	polyolester fluids
crankcase oil (petroleum or synthetic)	power steering fluid
electrical insulating oil	refrigeration system oil
engine oil	re-refined oil
gear oil	synthetic crankcase oil
hydraulic fluid	transmission fluid
marine engine oil for vessels operating domestically	turbine oil
mineral heat transfer fluid	vegetable oil for lubrication
paper machine oil	

##### **Oil Container** only (for sizes of 50 litres or less) Fluid is not EHC applicable since it is consumed in use

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

#### **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	plastic / paper element style filter
diesel fuel filter used at retail & commercial pump islands	storage tank diesel fuel filter
household furnace fuel filter	sump type automatic transmission filter
oil / air separator filter	water filter

##### **Automotive Antifreeze Fluid** and **Container** (for container sizes of 50 litres or less) for **BC (Interchange)**, **MB (MARRC)** and **QC (SOGHU)** only

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

#### **Aerosol Container** for **QC (SOGHU)** only

aerosol propelled lubricant	yes	aerosol grease	no
aerosol brake cleaner	yes	aerosol paint	no
		aerosol solvent/cleaner	no

<sup>1</sup> Interchange Recycling is a trade name and trade mark of the British Columbia Used Oil Management Association.

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

### Neither Oil Product nor Container

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

### nor Filters

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

## EHC Rates Schedule

	<b>AUOMA Alberta</b>	<b>Interchange British Columbia</b>	<b>MARRC Manitoba</b>	<b>SARRC Saskatchewan</b>	<b>SOGHU Quebec</b>
<b>Lubricating Oil</b>	\$0.05 per litre	\$0.05 per litre	\$0.05 per litre	\$0.05 per litre	\$0.04 per litre <b>effective Jan 1, 2012</b>
<b>Containers HDPE or Metal equal to 50 litres or less</b>	\$0.05 per litre / container size	\$0.15 per litre / container size	\$0.10 per litre / container size	\$0.10 per litre / container size	\$0.10 per litre / container size
<b>Containers Non-HDPE equal to 50 litres or less</b>	-	\$0.35 per litre / container size <b>effective Jan 1, 2024</b>	-	-	\$0.17 per litre / container size <b>effective Oct 1, 2013</b>
<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	\$0.35 per filter
<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	\$0.85 per filter
<b>Antifreeze Concentrate</b>	-	\$0.20 per litre	\$0.08 per litre	-	\$0.16 per litre
<b>Antifreeze Premix</b>	-	\$0.20 per litre	\$0.08 per litre	-	\$0.10 per litre
<b>Antifreeze Container</b>	-	\$0.10 per litre / container size	\$0.10 per litre / container size	-	\$0.10 per litre / container size
<b>Brake Cleaner Aerosol Container</b>	-	-	-	-	\$0.25 per unit
<b>Aerosol Container</b>	-	-	-	-	\$0.25 per spray lubricant container

Initial Fill (OEM) Category Summary					
Rates					
		Hydraulic & Lube Oil (litres)	Coolant Premix (litres)	Filters small < 8"	Filters large => 8"
	AB Used Oil Management Association	0.05	0.00	0.50	1.00
	BC Interchange Recycling	0.05	0.20	0.55	1.25
	MB Association for Resource Recovery Corp	0.05	0.08	0.50	1.00
	QC La Societe de gestion des huiles usagees	0.04	0.10	0.35	0.85
	SK Association for Resource Recovery Corp	0.05	0.00	0.50	1.00
Group Category					
Description		Hydraulic & Lube Oil	Coolant Premix	Filters small	Filters large
Automotive					
	Passenger Vehicles	15	8	2	0
	Trucks - Heavy Duty	144	55	0	3
	Trucks - Light Duty	21	13	2	0
Electrical Equipment					
	Transformers and Capacitors		n.a	n.a	n.a
report actual volumes of oil used in the initial fill of all transformers and capacitors					
Riding Mowers & Utility Vehicles					
	Commercial use only	13	4	1	0
Riding is defined as the operator either stands on a platform or sits on a seat					
Residential riding mowers are exempt					
Agriculture Equipment - following AEM category					
	Combine	178	69	1	4
	Forage Harvesters	259	74	0	6
	Sprayers	224	32	3	1
	Tractor	33	5	3	1
	Tractor	69	16	3	1
	Tractor	132	31	3	2
	Tractor	436	52	0	6
	Tractor	379	48	1	4
	Wind Rowers	113	29	3	1

Group Category					
Description		Hydraulic & Lube Oil	Coolant Premix	Filters small	Filters large
Construction Equipment - following ISO 6165					
	Dozer	59	8	1	3
	Dozer	190	30	1	3
	Dumper	130	92	1	2
	Dumper	420	369	2	2
	Excavator	61	6	3	2
	Excavator	384	36	2	2
	Grader	95	14	1	3
	Grader	308	56	1	3
	Horizontal Direction Drills	123	63	2	2
	Loader	57	9	1	2
	Loader	184	36	3	2
	Pipe Layers	366	65	0	5
	Rollers	120	21	4	0
	Rollers	74	19	4	0
	Scrapers	871	528	0	6
	Trenchers	128	16	2	1
	Trenchers	73	0	2	1
	Trenchers	33	10	1	0
Forestry Equipment					
	Attachments - Planting, Site Preparation	65	15	1	1
	Feller, Feller Bunchers	368	35	2	1
	Harvesters	43	267	3	0
	Log Loaders, Processors, Slashers	398	26	3	1
	Skidders	162	29	4	3

**Note:** If you have further questions on applicable Products, please contact Interchange at 1-844-722-8662

## Appendix 2

### Environmental Handling Charge (EHC) Payment Schedule

#### Amount of EHC

A Member who, being a Brand Owner, uses, sells or supplies Product in British Columbia ("**BC**"), or from outside BC to someone in BC, shall remit to Interchange Recycling ("**Interchange**") an EHC in the amount for that class of Product as follows:

- (a) lubricating oil, \$0.05 per litre or per kilogram;
- (b) Containers:
  - (i) **Effective October 1, 2013:** \$0.10 per litre of container size except for non-HDPE plastic containers - \$0.17/litre/container;
  - (ii) **Effective January 1, 2024:** \$0.15 per litre of container size for HDPE plastic and metal containers and \$0.35 per litre of container size for non-HDPE plastic and non-metal containers;
- (c) oil filters, \$0.55 for a filter less than 203 mm in length, and \$1.25 for a filter of 203 mm or greater in length;
- (d) antifreeze, \$0.20 per litre;
- (e) antifreeze containers, \$0.10 per litre of container size.

#### EHC Remittance

- 1) Member shall remit EHCs to Interchange quarterly, using the Environmental Handling Charge Payment Schedule Remittance Form (see **Appendix 3**) by the following dates:
  - (a) January to March EHCs due April 30;
  - (b) April to June EHCs due July 30;
  - (c) July to September EHCs due October 30;
  - (d) October to December EHCs due January 30.
- 2) EHCs shall be remitted to Interchange at 3rd Floor, 536 Broughton Street, Victoria, BC, V8W 1C6:
  - (a) by cheque payable to "British Columbia Used Oil Management Association"; or
  - (b) by electronic fund transfer from Member account to Interchange.
- 3) Remittance forms and amounts remitted will be kept strictly confidential.

Administration fees and interest will be applied to late EHC remittances as follows:

- (a) Level I Administration Fee - \$100.00, shall be applied to all Reminder Letters sent to late remitters following the 30th day of the month the EHC Remittances are due.
- (b) Level II Administration Fee - \$200.00, shall be added to Level I fee and included on all Warning Letters sent out to late remitters 10 business days following the direction of the Reminder Letters.
- (c) Level III Administration Fee - \$625.00, shall be added to the Level I and Level II fees and included on Procedures to Initiate Assessment Proceedings Letters sent out to late remitters 10 business days following direction of the Warning Letters.
- (d) Late remittance interest charge equal to 1% per month on the late remittance, compounded at a rate of 12.68% per year.

#### Electronic form and fund transfer process;

Remittance forms may be transmitted electronically provided they contain all the information requested in the EHC Payment Schedule Remittance Form, attached as Appendix 3.

Members may provide Interchange with pre-authorization to effect an electronic transfer of funds from the Member's account into the Association's account. The pre-authorization will be for the amounts provided for in the quarterly EHC Payment Schedule Remittance Form.

**Monies Owed to Interchange** - If the amount of outstanding interest, fees, penalties and EHCs owed by a Member to Interchange exceeds \$800.00 but is less than \$25,000.00, then the Executive Director shall commence an action against said Member in the Provincial Court of British Columbia (Small Claims Court) to recover the outstanding amount owed by the Member to Interchange. If the outstanding amount owed to Interchange is less than \$800.00, then the Executive Director, in his or her sole discretion, may choose how to proceed.

**Appendix 3**  
**Environmental Handling Charge Payment Schedule Remittance Form**

The EHC Remittances are to be made online using the EHC OneWindow system, accessible at the following web address: <https://usedoilrecycling.pictus.online>

For more information on the EHC OneWindow system please visit:  
<https://interchangerecycling.com/participants/members/ehc-remittance/>

## Appendix 4

To provide additional guidance, “Producer” for the purpose of this Participation Agreement includes but is not limited to,

- (a) a manufacturer of Product who supplies the manufacturer’s own brand of Product to a jobber, retailer or end user;
- (b) a marketer who supplies Product to a jobber, retailer or end user, where the Product was manufactured for the marketer by another person and the marketer owns the brand;
- (c) a marketer who supplies Product to a jobber, retailer or end user, where Product was manufactured for the marketer by another person and the marketer is the licensee of the brand;
- (d) a wholesaler, including a retail distributor, who supplies Product to a jobber, retailer or end user;
- (e) a jobber who supplies Product that the jobber has imported into British Columbia to a retailer, or end user;
- (f) a retailer who supplies Product to the end user that the retailer has imported into British Columbia;
- (g) a wholesale equipment supplier who supplies equipment to its dealers, or the end user of the equipment, where, as part of the transaction Product is also supplied;
- (h) an end user who imports lubricating oil material into British Columbia for the end user’s own business use.

### Example scenarios using Product category companies A, B & C

1. **A**, located outside BC, ships Product direct to **C** but invoices **B**, a co-op buying group. Both **B** and **C** are located in BC. **B** subsequently invoices **C** for the Product therefore **B** is the Producer.
2. **A** ships Product to a BC wholesaler **B**, pre-pays the freight but adds it to **B**’s invoice. **A** is the Producer.
3. **A** sells Product FOB its warehouse which is located outside BC. **B** buys the Product, ships it by common carrier to, and subsequently invoices **C**, a BC based jobber. **B** is the Producer because it invoices **C**.
4. **A** ships Product to **B**’s BC based stores and franchisees on consignment but invoices **B** whose office is outside BC. **A** is the Producer when **B** is not a Member of Interchange and **B** is the Producer when **B** is a Member of Interchange.
5. **A** packages private brand Product for, or provides branded Product to **B**, direct ships the Product to **C** located in BC but invoices **B** located outside BC. **B** is the Producer because it subsequently re-invoices **C**.
6. **A** delivers bulk Product to **B**’s BC based stores and franchisees, i.e. a fast lube, but invoices **B**’s head office located outside BC. **B** is the Producer because it subsequently re-invoices **C**, it’s BC based stores and franchisees.

**B** is the designated Producer in scenarios 1, 3, 5 & 6 and **A** is the designated Producer in scenarios 2 & 4. As Producers in British Columbia they must,

- Join Interchange, or
- Establish their own approved plan, or
- Stop selling Products.



In the scenarios where **A** is already a Member of Interchange it is **A's** responsibility under its Participation Agreement to either ensure **B** is a Member of Interchange, or remit the EHC for the Product which will be sold, supplied or used in BC.

**If after reviewing the above examples there is still doubt as to who is the EHC responsible party, contact Interchange for clarification**