

**Interchange Recycling Yukon  
Advisory Committee**

**Terms of Reference**

**Approved: March 11, 2025**

**Introduction**

1. Interchange Recycling Yukon (“**Interchange Yukon**”) was issued an Extended Producer Responsibility Stewardship Plan Approval Permit No: 100-3 (the “**Permit**”) pursuant to sections 2 and 14 of the Yukon [\*Extended Producer Responsibility Regulation\*](#), YOIC 2024/19 (the “**Regulation**”).
2. The Permit approves Interchange Yukon to operate of an extended producer responsibility program (the “**Program**”) for the collection and recovery of lubricating oil, antifreeze, diesel exhaust fluid, oil filters and automotive containers on behalf of stewards in accordance with Interchange Yukon’s stewardship plan approved by the Permit (“**Stewardship Plan**”) and the Regulation.
3. In accordance with section 13(2)(d) of the Regulation, the Stewardship Plan includes the implementation of a local advisory committee (the “**Committee**”) to facilitate ongoing engagement on matters of importance to the Program between Interchange Yukon and the Program’s stakeholders.

**Purpose**

4. The purposes of the Committee are to:
  - (a) provide input to the Board on any significant program, process, or policy adjustments prior to implementing change;
  - (b) facilitate ongoing engagement between Interchange Yukon and its Program stakeholders, on matters of importance to the Program;
  - (c) provide stakeholders with opportunities to provide feedback and advice on Program matters;
  - (d) keep stakeholders informed of Program developments and activities; and

**Scope**

5. The following is within the scope of the Committee:
  - (a) Advise, recommend, and provide feedback to Interchange Recycling’s Board of Directors (the “**Board**”) on matters of importance to the Program, such as changes

to Program processes or policy, Program management, implementation feasibility, challenges, opportunities, and experiences of other jurisdictions.

- (b) Provide feedback to the Board received from stakeholders about Program developments or activities.
- (c) Prepare a Committee planning and reporting schedule for Board approval.
- (d) Support collaborative problem-solving on matters of joint-interest between Interchange Yukon and/or stakeholders.
- (e) Facilitate and improve communication and understanding between Interchange Yukon and stakeholders.
- (f) Identify issues that might concern stakeholders and provide the Board with recommendations on how they might be addressed;.
- (g) Provide oversight into studies performed by Interchange Yukon.
- (h) Respond to Interchange Yukon's requests for additional information.

## **Membership**

- 6. The Board shall appoint a minimum of five (5) and maximum of seven (7) individuals as members of the Committee ("**Members**"). A majority of the Members shall be stakeholders resident in Yukon in accordance with section 13(d)(i) of the Regulation.
- 7. In addition to the Members, Interchange Recycling's Chief Executive Officer ("**CEO**") may appoint:
  - (a) one (1) individual as a non-voting Chair of the Committee (the "**Chair**"); and
  - (b) one (1) individual as a non-voting secretary of the Committee (the "**Secretary**").

The Chair and Secretary shall not count towards the minimum and maximum Members in section 6.

- 8. Members shall serve a term of three (3) years. The Chair and Secretary shall serve terms of two (2) years. Members, the Chair, and the Secretary may stand for reappointment at the end of their term.
- 9. Interchange Recycling will canvass stakeholders for nominations for membership on the Committee. Nominations for appointment to the Committee will be received from various stakeholder groups including, without limitation, representatives from local government, First Nations, non-governmental organizations, stewards, waste service providers, and local businesses and business groups (e.g., Chamber of Commerce, automotive service stations, auto retailers).

10. Management including the CEO may add Members to the Committee on an *ad hoc* basis to advise on issues and matters that may arise from time to time.
11. The Board may terminate the appointment of a Member, the Chair, and the Secretary at any time for any reason, that in the Board's opinion, is appropriate.
12. Members, the Chair, and Secretary may resign by providing reasonable written notice to the CEO, who shall promptly notify the Board of the resignation in writing.
13. Upon the termination or resignation of a Member, the Chair or the Secretary before the end of their term, the Board shall appoint an individual to fill the vacant seat until the end of the term of the vacating Member, the Chair or the Secretary.

### Meetings

14. **Frequency.** The Committee shall meet as often as it determines is necessary to fulfill its responsibilities, but not less frequently than one (1) time per year. The Chair shall call meetings of the Committee.
15. **Chair.** The Chair, or in the absence of the Chair, a temporary Chair, chosen by the Committee, shall preside at meetings of the Committee and set the agenda.
16. **Quorum.** A majority of the Members of the Committee shall constitute a quorum. Actions of the Committee may be taken by video conference at a meeting or in writing without a meeting. Actions taken at a meeting, to be valid, shall require the approval of a majority of the Members present and voting. Actions taken in writing, to be valid, shall be signed by all Members. The Committee's actions, recommendations and advice are not binding on Interchange Yukon.
17. **Notice.** The Secretary shall distribute Committee meeting agendas and related materials to the Members by e-mail at least one (1) week prior to each regular meeting.
18. **Minutes.** The Secretary will circulate draft Committee meeting minutes to Members by e-mail within one (1) week after each Committee meeting. Members will review the draft minutes and provide any comments to the Secretary within one (1) week of receipt of the draft minutes. The Chair will finalize the minutes with the assistance of the Secretary, who will then distribute the final minutes and related written submissions to the Members by e-mail.

### Roles and Responsibilities

19. The duties and responsibilities of Management include:
  - (a) Communicate relevant Board decisions and matters of administration, as appropriate, to the Committee.
  - (b) Inform the Committee on the performance of the Program, and (where applicable) provide the Committee with the tools and materials needed to keep their respective stakeholders informed.

20. The duties and responsibilities of Members include:
- (a) Participating in Committee meetings.
  - (b) Gathering input from their respective constituencies and representing constituencies' views on issues and opportunities.
  - (c) Advising, recommending, and providing feedback on Program management, implementation feasibility, challenges, opportunities, and experiences of other jurisdictions.
  - (d) Complying with confidentiality and conflict of interest obligations.
21. The duties and responsibilities of the Chair include:
- (a) Acting as the Committee's liaison with Management, including providing a copy of all recommendations and meeting minutes by the Committee to Management.
  - (b) Acting as the chairperson of the meetings of the Committee.
  - (c) Calling meetings of the Committee.
  - (d) If requested by the Chair of the Board, providing an annual presentation to the Board on the workings of the Committee.
  - (e) Having primary responsibility for ensuring the Committee meets the obligations and requirements of Interchange Yukon and its Bylaws.
22. The duties and responsibilities of the Secretary include:
- (a) Assisting the Chair in carrying out his/her duties.
  - (b) Distributing Committee meeting agendas and minutes.

### **Conduct**

23. Members, the Chair, and the Secretary shall:
- (a) act ethically, in a professional and respectful manner;
  - (b) engage in open and constructive dialogue;
  - (c) act in compliance with Interchange Yukon's policies; and
  - (d) keep all information relating to Interchange Yukon received in connection with the Committee private, secure, and confidential, and may only use such information for purposes expressly authorized by Interchange Yukon and for the purposes for which the information was disclosed. This obligation of confidence extends beyond the end of the Member's relationship with Interchange Yukon.

**Amendments**

24. These Terms of Reference may be amended, replaced, or restated from time to time by the Board.