NEGOTIATED REQUEST FOR PROPOSALS

Operational Services for Major Appliance Stewardship Plan

Deadline to submit Notice of Intent to Bid:
Friday, September 21, 2018, 5:00pm Pacific Standard Time

Response Deadline:
Tuesday, October 2, 2018, 5:00pm Pacific Standard Time

MARR NRFP Contact Person:
Michael Zarbl – MARR Executive Director
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SECTION 1 – INTRODUCTION

1.1 BC Major Appliance Stewardship Plan

(1) Under British Columbia’s Recycling Regulation, the “Producers” (i.e., manufacturers, retailers and first importers) of major household appliances are obligated to develop, implement and operate a product stewardship program that manages the recycling of the regulated products at their end-of-life (“EOL”).

(2) The Association of Home Appliance Manufacturers Canada (“AHAM”) and the Retail Council of Canada (“RCC”) created a stewardship program that would provide industry-led management of the recycling of major appliances and discharge responsible stewards’ regulatory obligation. The most recent program plan (see Schedule B) was approved by the BC Ministry of Environment on August 7, 2018. The stewardship plan covers major household appliances contained within the electronic and electrical product category of the Recycling Regulation, and includes the following major product types:

- Refrigerators, wine coolers and beverage centers
- Freezers
- Portable, room and window air conditioners
- Portable dehumidifiers
- Clothes washers and dryers
- Ranges, built-in ovens and surface cooking units
- Built-in and over the range microwave ovens
- Range hoods and downdrafts
- Dishwashers
- Food waste disposers and trash compactors
- Electric water dispensers

(3) The stewardship program relies on the metal and other secondary markets to collect and process EOL major appliances in BC. Unlike many other EOL consumer durable goods, major household appliances have a financial value at their EOL largely due to their significant metal composition. As such, collectors, processors and recyclers can earn revenues from these components and generate profits using various market instruments. Known as a “market-driven” system, this system is comprised of a variety of collectors (retailers, municipalities and private waste management companies) who collect EOL major appliances, and then channel those products into scrap metal consolidators and processors who subsequently process and breakdown the appliances for sale to North American steel mills and other secondary markets. The inherent value in EOL major appliances creates a natural market-driven system for the collection and processing of these products at their EOL, which has been in place for decades. In its most recent plan submission, MARR has committed to enhance the performance of the current system by providing incentives for the management and collection of Ozone Depleting Substances.
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(ODS) from products within the product category through a network of approved collectors; and to reasonable and free consumer access to collection facilities. This will be accomplished by providing incentives for administrative costs and transportation costs as required by region on a cost recovery basis.

1.1.2 Forthcoming and Potential Changes

(1) MARR currently has 73 participants who report and remit on a quarterly basis and 39 who report and remit on an annual basis. Under the stewardship plan approved by the BC Ministry of Environment on August 7, 2018, Administrative Program Fees will be increasing significantly to fund changes to the stewardship program. Accordingly, MARR is considering allowing larger participants to report and remit on a monthly basis.

(2) Currently, there are 308 locations in BC that receive MARR products for recycling. There are 70 sites participating in an ongoing MARR pilot project where collectors may submit claims on a monthly basis. As a result of the BC Ministry of Environment approving the stewardship plan on August 7, 2018, the number of collection sites submitting claims monthly is expected to increase. MARR will begin to sign up more collectors as it moves from the pilot phase to the implementation phase. The total number of collection sites may eventually include all 308 sites currently accepting MARR products, plus any other collectors that elect to sign-up with MARR in the future.

1.2 Major Appliance Recycling Roundtable

(1) The Major Appliance Recycling Roundtable (“MARR”) is a not-for-profit stewardship agency that acts on behalf of producers of major appliances who are obligated under the BC Recycling Regulation. MARR implements and operates the stewardship plan and there are currently no other agencies, aside from MARR appointed to act in a product stewardship capacity for major appliances in BC.

(2) MARR is governed by a Board of Directors comprised of major appliance manufacturers and retailers (all of which are members of either AHAM or RCC). The Board currently includes representatives from Whirlpool Canada, Samsung Electronics Canada, Electrolux, Home Depot Canada, AHAM, Hudson’s Bay Company, Lowe’s and the RCC.

1.3 General

(1) This Negotiated Request for Proposals (“NRFP”) is issued by MARR in respect of the Operational Services set out briefly in the NRFP Data Sheet attached as Schedule 1 to this NRFP (the “NRFP Data Sheet”). A detailed description of the Operational Services that are the subject of this NRFP is contained in Schedule “A” of the Draft Operational Services Agreement attached as Schedule 3 to this NRFP (the “Operational Services”).

(2) The purpose of this NRFP Process is to select a negotiation partner or partners with whom MARR intends to enter into negotiations with in an effort to reach an agreement to provide the Operational Services.
In this NRFP, parties that submit documents in response to this NRFP are referred to as “Respondents” and their submissions are referred to as “Proposals”. Each team member, if any, constituting a Respondent’s team is referred to as a “Respondent Team Member”. The entity (entities) that is (are) selected by MARR to enter into the final agreement (the “Final Agreement”) is (are) referred to as the “Successful Respondent” (Respondents).

Where a Respondent has obligations to conduct itself in accordance with requirements set out in the NRFP Documents or where the Respondent’s rights or remedies have been limited by the NRFP Documents, such obligations and limitations apply to the Respondent itself, any members of the Respondent’s team, and any of their respective employees, consultants, advisors and representatives. For clarity, the Respondent is obliged to ensure that the Respondent Team Members, and the employees, consultants, advisors and representatives of the Respondent and the Respondent Team Members comply with the requirements imposed on the Respondent pursuant to the NRFP Documents.

The procurement process to select a Successful Respondent (Respondents) shall commence with the issuance of this NRFP and, except as provided in Section 8.1(1), the procurement process shall terminate either,

(a) on the cancellation or discontinuation of this NRFP Process by MARR, if such cancellation or discontinuation occurs; or

(b) on the execution of a Final Agreement by the Successful Respondent (Respondents) and MARR,

whichever is first. The procurement process from the issuance of this NRFP until the end of the procurement process as set out in this NRPF section 1.3(5) is referred to as the “NRFP Process”.

1.4 Respondent Representatives and Communication

(1) All correspondence from MARR to a Respondent will be sent to either,

(a) the person to whom the NRFP Documents were originally provided; or

(b) the person identified, in the Respondent’s Proposal, to receive information and notices on behalf of the Respondent,

(the “Respondent Representative”).

(2) Each Respondent is solely responsible to ensure that all contact information of the Respondent Representative is accurate and updated at all times during the NRFP Process. Respondents may update or revise their Respondent Representatives’ information by notifying the Contact Person, in writing.
SECTION 2 – THE NRFP DOCUMENTS

2.1 NRFP Documents

(1) The NRFP Documents (the “NRFP Documents”) are:

(a) this NRFP;
(b) Schedule 1 – NRFP Data Sheet;
(c) Schedule 2 – Approved Major Appliance Stewardship Plan
(d) Schedule 3 – Draft Operational Services Agreement
(e) Schedule 4 – Proposal Content and
(f) Addenda to the NRFP Documents, if any.

(2) Subject to NRFP Section 2.2.1(1), the NRFP Documents shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this NRFP and are incorporated by reference. For greater clarity, background information documents are not NRFP Documents.

2.2 Conflicts or Inconsistencies in Documents

2.2.1 Conflicts or Inconsistencies in Documents

(1) For the purpose of the NRFP Process, if there are any conflicts or inconsistencies among the terms and conditions of the documents comprising NRFP Documents the following shall apply:

(a) in respect of matters of interpretation related to the NRFP Process and all competitive procurement process matters, this NRFP shall prevail over the Schedules to this NRFP; and
(b) in respect of all matters of interpretation of the nature of Operational Services and the Draft Operational Services Agreement, the Draft Operational Services Agreement shall prevail over this NRFP and all other Schedules to this NRFP; and
(c) for the purpose of resolving conflicts or inconsistencies among the documents that constitute the Draft Operational Services Agreement, the provisions of the Draft Operational Services Agreement dealing with conflicts or inconsistencies shall govern.

2.2.2 Respondent Review of Documents and Information

(1) Despite NRFP Section 2.2.1(1), if the Respondent believes that there is any term or condition in any NRFP Document that is ambiguous, or that conflicts or is
inconsistent with any other term or condition in the NRFP Documents, the Respondent shall notify MARR of that ambiguity, conflict or inconsistency in accordance with NRFP Section 3.2 and, for greater clarity, by the deadline set out in the NRFP Data Sheet for the submission of questions.

(2) It is the Respondent’s obligation to seek clarification from MARR of any matter it considers to be unclear in accordance with NRFP Section 3.2. MARR is not responsible in any way whatsoever for any misunderstanding by the Respondent of the NRFP Documents, background information provided by MARR, responses to questions, or any other type of information provided by or communications made by MARR.

2.3 Distribution of NRFP Documents to Respondents

(1) MARR will circulate this NRFP and all other NRFP Documents, including Addenda, as set out in the NRFP Data Sheet.

2.4 Respondent Investigations

(1) Each Respondent and each of its Respondent Team Members is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Respondent to satisfy itself as to all existing conditions affecting the Operational Services or the Draft Operational Services Agreement. The Respondents’ and Respondent Team Members’ obligations set out in this section apply irrespective of any background information provided by MARR or information contained in the NRFP Documents or in responses to questions.

(2) MARR does not represent or warrant the accuracy or completeness of any information set out in the NRFP Documents or made available to Respondents or Respondent Team Members. Respondents and Respondent Team Members shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Respondents and Respondent Team Members on any and all such information shall be at the Respondents’ and Respondent Team Members’ sole risk and without recourse against MARR.

SECTION 3 – THE NRFP PROCESS

3.1 NRFP Process Timetable

(1) The deadline for the submission of Proposals (the "Submission Deadline") and the general timetable for the NRFP Process (the "Timetable") are set out in the NRFP Data Sheet.

(2) MARR may amend the Timetable in its sole discretion:
(a) at any time prior to the Submission Deadline for events that are to occur prior to or on the Submission Deadline, including the Submission Deadline itself; and

(b) at any time in the NRFP Process for events that are to occur after the Submission Deadline.

3.2 Respondent Questions

3.2.1 Contact Person

(1) The Respondents shall submit all questions and other communications regarding the NRFP Documents, the NRFP Process and their Proposals to the contact person named in the NRFP Data Sheet (the “Contact Person”) electronically at the coordinates listed in the NRFP Data Sheet.

3.2.2 Submitting Questions

(1) Respondents shall submit questions in accordance with the deadlines set out in the Timetable, in the form set out in the NRFP Data Sheet and the following:

(a) Respondents may categorize their questions as follows:

   (i) questions that are of general application and that would apply to other Respondents (“General Questions”); and
   
   (ii) questions that the Respondent considers to be commercially sensitive or confidential to that particular Respondent (“Confidential Questions”).

(b) if MARR disagrees with the Respondent’s categorization of a question as a Confidential Question, MARR will give the Respondent an opportunity to either categorize the question as a General Question or to withdraw the question;

(c) if MARR determines, in its sole discretion, that a Confidential Question, even if it is withdrawn by a Respondent, is of general application or would provide a significant clarification of the NRFP Documents or NRFP Process to Respondents, MARR may issue a clarification to Respondents that deals with the same subject matter as the withdrawn Confidential Question; and

(d) if MARR agrees with the Respondent’s categorization of a Confidential Question, then MARR will provide a response to that question to only the Respondent that submitted the question.

(2) Responses to questions prepared and circulated by MARR are not NRFP Documents and do not amend the NRFP Documents. Only a response to a question that
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has been incorporated into or issued as an Addendum will modify or amend the NRFP
Documents and, otherwise, responses to questions will have no force or effect whatsoever
and shall not be relied upon by any Respondent.

(3) MARR may, in its sole discretion, distribute responses to questions of a minor
or administrative nature to only the Respondent who submitted the minor or administrative
question.

3.3 Communications Restrictions

3.3.1 Prohibited Contacts

(1) Respondents and Respondent Team Members and all of their respective
Advisors, employees and representatives are prohibited from engaging in any effort to
influence the outcome of the NRFP Process.

(2) Without limiting the generality of NRFP Section 3.3.1(1), neither Respondents
or Respondent Team Members or any of their respective Advisors, employees or
representatives shall contact or attempt to contact, either directly or indirectly, at any time
during the NRFP Process, any of the following persons or organizations on matters related
to the NRFP Process, the NRFP Documents, or their Proposals:

(a) MARR;

(b) any member of the Evaluation Committee;

(c) any member of the MARR Board or the organizations represented by
a member of the MARR Board;

(d) Product Care Associates (the incumbent plan manager); or

(e) any directors, officers, employees, agents, representatives, advisors or
consultants of any entity listed in NRFP Sections 3.3.1(2)(a) to (d).

(3) If a Respondent or a Respondent Team Member or any of their respective
Advisors, employees or representatives, in the opinion of MARR, contravenes NRFP
Section 3.3.1(1) or 3.3.1(2), MARR may, in its sole discretion disqualify the Respondent or
impose conditions on the Respondent’s continued participation in the NRFP Process that
MARR considers, in its sole discretion, to be appropriate.

(4) For clarity, MARR is not obliged to take any of the actions set out in NRFP
Section 3.3.1(3).

3.3.2 Media Releases, Public Disclosures and Public Announcements

(1) A Respondent shall not, and shall ensure that its Advisors, employees,
representatives and Respondent Team Members, and their respective Advisors, employees
and representatives do not, issue or disseminate any media release, public announcement
or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the NRFP Process, the NRFP Documents or the Operational Services or any matters related thereto, without the prior written consent of MARR.

(2) For the purpose of greater clarity, NRFP Section 3.3.2(1) does not prohibit disclosures necessary to permit the Respondent to discuss the Operational Services with prospective subcontractors but such disclosure is permitted only to the extent necessary to solicit those subcontractors’ participation in the NRFP Process.

3.3.3 Restrictions on Communications between Respondents – No Collusion

(1) A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Respondent. Respondents shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Respondent.

3.4 Meetings with Respondents

3.4.1 Respondents Meeting(s)

(1) MARR may, in its sole discretion, convene Respondents meetings (each, a "Respondents Meeting") as set out in the NRFP Data Sheet. While attendance at a Respondents Meeting is not mandatory, Respondents are strongly encouraged to attend. A Respondent’s failure to attend a Respondents Meeting is at the Respondent’s sole risk.

(2) No statement, consent, waiver, acceptance, approval or anything else said or done in any Respondents Meetings by MARR or any of their respective Advisors, employees or representatives shall amend or waive any provision of the NRFP Documents, or be binding on MARR or be relied upon in any way by Respondents, Respondent Team Members or their Advisors, except when and only to the extent expressly confirmed in an Addendum to the NRFP Documents issued in accordance with NRFP Section 3.6.

3.5 Changes to Respondents and Respondent Team Members

(1) If, following submission of a Proposal, the Respondent wishes to change its team, subcontractors or named individuals, the Respondent is prohibited from changing its team, subcontractors or named individuals without the prior written consent of MARR.

3.6 Addenda/Changes to the NRFP Documents

(1) MARR may, in its sole discretion, amend or supplement the NRFP Documents prior to the Submission Deadline. MARR shall issue changes to the NRFP Documents by Addenda only. No other statement, whether oral or written, made by MARR or its Advisors, employees or representatives, including, for clarity, the Contact Person, or any other person, shall amend the NRFP Documents. The approximate final date that
MARR will issue an Addendum in respect of the Draft Operational Services Agreement is set out in the Timetable. MARR may issue other Addenda at any time.

(2) The Respondent is solely responsible to ensure that it has received all Addenda issued by MARR. Respondents may, in writing, seek confirmation of the number of Addenda issued under this NRFP from the Contact Person.

(3) Any reference to any one or all of the NRFP Documents in the NRFP Documents includes any amendments to the NRFP Documents made in accordance with this NRFP Section 3.6.

3.7 Confidentiality and Intellectual Property Matters

3.7.1 Confidentiality

(1) All information, of any kind whatsoever and in any format, supplied by MARR to the Respondents during the NRFP Process and any information derived from such information (“Confidential Information”),

   (a) is the property of MARR and must be treated as confidential;

   (b) is not to be used for any purpose whatsoever other than replying to this NRFP and the fulfillment of the Successful Respondent’s obligations under any subsequent Final Agreement;

   (c) shall not be disclosed to any third party without prior written authorization from MARR; and

   (d) shall be returned by the Respondents to MARR no later than ten calendar days after a written request from MARR for the return of such Confidential Information.

(2) MARR may provide the Proposals to any person involved in the review and evaluation of the Proposals on behalf of MARR and MARR may,

   (a) make copies of the Proposal; and

   (b) retain the Proposal.

(3) MARR may disclose any information with respect to the Respondents, the Respondent Team Members, the Proposals and the NRFP Process as required by Applicable Law.

(4) The Respondent shall not require MARR or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of this NRFP Process.
(5) Notwithstanding NRFP Section 8.2.2, the provisions of this NRFP Section 3.7.1 shall be binding and shall survive any cancellation of this NRFP and the conclusion of the NRFP Process.

3.7.2 Ownership of Proposals

(1) All Proposals submitted before the Submission Deadline shall become the property of MARR and will not be returned to the Respondent. For clarity, this NRFP Section 3.7.2 applies to Proposals that are withdrawn after the Submission Deadline and are no longer under consideration in the NRFP Process.

3.8 Conflict of Interest and Ineligible Persons

(1) Respondents and Respondent Team Members and each of their Advisors shall disclose any potential, perceived or actual conflict of interest of the Respondent ("Conflict of Interest") to the Contact Person and in its Proposal Submission Form, in accordance with this NRFP Section 3.8. MARR may, in its sole discretion, waive any Conflict of Interest or may impose conditions on a Respondent that require the management, mitigation and/or minimization of the Conflict of Interest.

(2) Upon discovery of a Conflict of Interest, Respondents shall promptly disclose the Conflict of Interest in a written statement to the Contact Person. If MARR discovers a Respondent’s failure to disclose a Conflict of Interest, MARR may disqualify the Respondent or terminate any Final Agreement awarded to the Respondent pursuant to this NRFP Process.

(3) If, in the sole discretion of MARR, a Respondent is determined to have a Conflict of Interest that, in MARR’s sole discretion, cannot be managed, mitigated or minimized, MARR may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Respondent.

(4) As a result of their involvement in the subject matter of this NRFP, the persons named in the NRFP Data Sheet as “Ineligible Persons”, their employees, and any of their subcontractors, advisors, consultants or representatives engaged in respect of the subject matter of this NRFP and, except with the prior written consent of MARR, any person controlled by, that controls or that is under common control with the Ineligible Persons (each an “Ineligible Person’s Affiliate”) are not eligible to participate as a member or advisor to any Respondent in this NRFP Process.

3.9 Respondent Costs

(1) The Respondent and the Respondent Team Members shall bear all costs and expenses of any kind whatsoever incurred by them relating to any aspect of their participation in this NRFP Process.

(2) MARR are not liable to pay any costs or expenses of any kind whatsoever of any Respondent or to reimburse or compensate a Respondent for costs or expenses of any
kind whatsoever in respect of its participation in the NRFP Process under any circumstances, regardless of the outcome of the NRFP Process.

SECTION 4 – PREPARATION, SUBMISSION, WITHDRAWAL AND MODIFICATION OF THE PROPOSAL

4.1 Format and Content of the Proposal

(1) Respondents shall prepare their Proposal in accordance with and in the content and format requirements set out in Schedule 4 to the NRFP.

4.2 Submission of Proposals

(1) Each Respondent shall submit its Proposal on or before the Submission Deadline. Each Respondent shall submit its Proposal in the format, either in hard copy or electronically, required by MARR as set out in the NRFP Data Sheet. For the purposes of the NRFP Process, the determination of whether a Proposal is submitted on or before the Submission Deadline shall be based on:

(a) for Proposals submitted in hard copy, the time and date stamp the Respondent must ensure it receives from MARR at the address for submission set out in the NRFP Data Sheet; and

(b) for Proposals submitted electronically, the time and date stamp that the Proposal is received by the MARR Contact Person.

For clarity, the time and date of an electronic submission is solely determined by the time and date the Proposal is received by MARR in accordance with NRFP Section 4.2(1)(b) and without consideration as to the time or date it was sent by the Respondent. A Proposal received after the Submission Deadline, may or may not be considered by MARR and/or the Evaluation Committee, in the sole discretion of MARR and/or the Evaluation Committee.

(2) It is the sole responsibility of the Respondent to ensure that the Proposal is received by MARR on or before the Submission Deadline and, for hard copy submission, to ensure it receives a date and time stamp receipt from MARR confirming the timely delivery of the Proposal. Unless otherwise set out in the NRFP Data Sheet, MARR will not accept Proposals delivered by electronic mail or facsimile.

(3) In accordance with the Draft Operational Services Agreement attached as Schedule 3 to this NRFP, Respondents should prepare their Proposals assuming that the key terms and conditions set out in the Draft Operational Services Agreement will be required in any Final Agreement. In any negotiation, the Respondent will be considered to have taken these key terms and conditions into account in its Proposal and in its pricing.

(4) MARR may, in its sole discretion, decline to enter into negotiations or may cease negotiations, irrespective of the Respondent’s ranking in the evaluation process, with any Respondent if it becomes apparent that a Respondent has not prepared its Proposal...
taking into account the terms and conditions of the Draft Operational Services Agreement in accordance with NRFP Section 4.2(3).

4.3 Withdrawal of Proposals

(1) A Respondent may withdraw its Proposal at any time by giving written notice to the Contact Person. If a Respondent withdraws its Proposal after the Submission Deadline, MARR may, in its sole discretion, impose an evaluation penalty on the Respondent in any or all future MARR competitive procurement processes.

(2) If a Respondent withdraws or attempts to amend its pricing after the Submission Deadline, MARR may, in its sole discretion, cease to consider the Respondent’s Proposal any further in the NRFP Process and may, as applicable, cease any negotiations with the Respondent. If a Respondent withdraws or attempts to amend its pricing after the Submission Deadline, MARR may, in its sole discretion, impose an evaluation penalty on the Respondent in any or all future MARR competitive procurement processes.

4.4 Amendment of Proposal

(1) Respondents may amend their Proposals after submission but only if the Proposal is resubmitted on or before the Submission Deadline in accordance with the following:

(a) the Respondent shall withdraw its original Proposal by notifying the Contact Person in writing before the Submission Deadline; and

(b) the Respondent shall submit a revised replacement Proposal in accordance with the NRFP Documents and on or before the Submission Deadline in accordance with the requirements of NRFP Section 4.1.

SECTION 5 – EVALUATION, CLARIFICATION AND VERIFICATION OF PROPOSALS

5.1 Evaluation Committee and Advisors

(1) MARR will establish an evaluation committee (the “Evaluation Committee”) for the purpose of evaluating Proposals in accordance with the NRFP Documents. MARR, in its sole discretion, will determine the size, structure and composition of the Evaluation Committee and any sub-committees of the Evaluation Committee. The Evaluation Committee may be assisted by and receive advice from any of the MARR Advisors and any other employees or representatives of MARR in any manner determined necessary or desirable by MARR.

(2) If a member of the Evaluation Committee or, if applicable, an evaluation sub-committee becomes unable to continue serving on the Evaluation Committee or sub-committee before the completion of a step in the evaluation process, the evaluation comments and scores of that individual, in respect of the uncompleted steps in the
evaluation process only, shall be ignored. For clarity, if an Evaluation Committee or sub-committee member becomes unable to continue serving on the Evaluation Committee or a sub-committee after the full completion of a step in the evaluation process, the results of the completed steps of the evaluation process are unaffected and remain valid. Whether or not an Evaluation Committee or sub-committee member, in these circumstances, is replaced is in the sole discretion of MARR.

5.2 MARR’s Clarification and Verification of Proposals

(1) MARR may:

(a) require the Respondent to clarify or verify the contents of its Proposal or any statement made by the Respondent;
(b) require the Respondent to submit supplementary documentation clarifying or verifying any matters contained in its Respondent; and
(c) seek a Respondent’s acknowledgement of MARR’s interpretation of the Proposal or any part of the Proposal.

(2) MARR is not obliged to seek clarification or verification of any aspect of a Proposal or any statement by a Respondent, including an ambiguity in a Proposal or in a statement made by a Respondent.

(3) Any written information received by MARR from a Respondent pursuant to a request for clarification or verification from MARR as part of the NRFP Process may, in MARR’s sole discretion, be considered as an integral part of the applicable Proposal.

5.3 Evaluation Process

5.3.1 Compliance of Proposals

(1) Respondents are strongly encouraged to prepare and submit their Proposals in accordance with the requirements of the NRFP Documents.

(2) Unless the NRFP Documents explicitly state that a Respondent will or may be disqualified for a particular failure to comply with the requirements of the NRFP Documents, Respondents will not be disqualified for failing to comply with the requirements for the format or content of their Proposals or, for clarity, with Schedule 4 of the NRFP. However, Respondents are likely to be penalized in the evaluation of their Proposals if they fail to comply with the requirements of the NRFP Documents.

(3) For clarity, the use of the terms “shall” or “must” in the NRFP Documents does not supersede the approach to compliance set out in this NRFP Section 5.3.1 and is not intended to indicate that a failure to comply with the applicable requirement will result in disqualification.
5.3.2 Evaluation of Proposals

(1) The Respondents’ Proposals will be reviewed and evaluated by the Evaluation Committee on the basis of the evaluation criteria set out in the NRFP Data Sheet (together, the “Evaluation Criteria” and each, an “Evaluation Criterion”).

(2) MARR and/or the Evaluation Committee may, in its sole discretion, discontinue the evaluation of, and application of the Evaluation Criteria to, any Proposal if MARR and/or the Evaluation Committee consider(s), having undertaken a preliminary review of the Submission, that the Respondent or Proposal, as compared to all Proposals received, is not in contention to be chosen as a Successful Respondent.

(3) MARR may require that Respondents receive a pre-established minimum passing score before being eligible to be considered further in the NRFP Process (including being eligible for an interview, presentation, site visit or demonstration (each a “Visit”)). If MARR intends to require a minimum passing score in this NRFP Process, the required minimum passing score and any related requirements are set out in the NRFP Data Sheet. Failure to achieve a minimum passing score may prevent a Respondent from being eligible to be considered further in the NRFP Process.

(4) MARR may, in its sole discretion, establish a short-list of Respondents. If MARR intends to establish a short-list, the process for establishing a short-list will be set out in the NRFP Data Sheet and only those Respondents that meet the requirements set out in the NRFP Data Sheet will be eligible to be considered further in the NRFP Process.

5.3.3 Interviews, Presentations, Site Visits and Demonstrations

(1) MARR may, in its sole discretion and based on the Respondents’ scores after the evaluation of the Proposals, conduct Visits for some or all of the Respondents or require some or all of the Respondents to prepare and conduct oral presentations of the applicable Respondent’s Proposal, and MARR may, in its sole discretion,

(a) determine the number of Respondents to be asked to participate in a Visit;

(b) determine the content and length of the Visits; and

(c) request that specific individuals from the Respondent or the Respondent Team Members be present at the Visit.

Respondents will not be permitted to add to or alter their Proposals through the Visit process.

(2) Whether MARR intends to conduct Visits as well as any rules that apply to the scoring of Visits and oral presentations are set out in the NRFP Data Sheet. Instructions and a specific list of questions about each Respondent’s Proposal may be provided in advance to those Respondents selected for a Visit.
5.3.4 Final Respondent Ranking

(1) The Respondent ranking based on NRFP Section 5.3.2 and, if applicable, NRFP Section 5.3.3 shall be the Final Respondent Ranking.

SECTION 6 – GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

6.1.1 MARR’s Evaluation Discretion

(1) MARR intends to reserve a high level of discretion in the evaluation of Proposals and intends to select a negotiation partner, or negotiations partners, with whom MARR believes it is most likely to be able to successfully negotiate a Final Agreement. In its selection of (a) negotiation partner(s), MARR intends to apply evaluation criteria that are both subjective and objective and that may or may not be disclosed to the Respondents.

6.1.2 Respondent’s Past Performance and Publicly Available Information

(1) MARR may, in its sole discretion, consider:

(a) any instances of poor performance by a Respondent that MARR has experienced; and

(b) any publicly available information about a Respondent that is, in MARR’s sole discretion, credible information,

in its evaluation of Proposals.

6.1.3 Disqualification

(1) MARR may, in its sole discretion, disqualify a Respondent or reverse its decision to identify a Respondent as a Negotiations Respondent or a Successful Respondent at any time prior to the execution of the Final Agreement, if

(a) the Respondent fails to cooperate in any attempt by MARR to clarify or verify any information provided by the Respondent;

(b) the Respondent contravenes NRFP Sections 3.3.1 or 3.3.2;

(c) the Respondent fails to comply with Applicable Law;

(d) the Respondent’s Proposal contains false or misleading information or a misrepresentation;

(e) in the opinion of MARR, acting reasonably, the Respondent or any of its representatives directly or indirectly colluded with one or more other Respondents or their representatives in the preparation or submission of the Respondent’s Proposal or otherwise contravened NRFP Section 3.3.3; or
(f) the Respondent has committed a material breach of any existing agreement between the Respondent and MARR.

SECTION 7 – COMPETITION, NEGOTIATIONS AND THE IDENTIFICATION OF A SUCCESSFUL RESPONDENT

7.1 Evaluation Results and the Identification of a Successful Respondent or Negotiations Respondents

(1) At the end of the evaluation process, MARR may identify one or more Respondent(s) with whom it wishes to enter into negotiations (each a “Negotiations Respondent”). Negotiations may, in the sole discretion of MARR, be carried out in sequence (starting with the highest ranked Respondent) or in parallel. Negotiations are intended to lead to the identification of one (or more) of the Negotiations Respondents as the Successful Respondent (Respondents), if the negotiations with one (or more) of the Negotiations Respondents can be concluded successfully.

(2) It is currently MARR’s intention to award all of the Operational Services to one Successful Respondent. However, there is a possibility that MARR may choose to award only certain components of the Operational Services to a single Successful Respondent depending on the nature of the response to this NRFP. Respondents are therefore required to structure their Proposals, and in particular their pricing, in a manner that addresses each category of the Operational Services separately.

(3) MARR may, in its sole discretion, may choose the form of negotiations and impose time limits on negotiations with any Negotiation Respondent. In the event that any Negotiation Respondent is unable to successfully complete negotiations with MARR, then MARR may, in MARR’s sole discretion, commence negotiations with an alternate Respondent or Respondents.

(4) Negotiations in this NRFP Process may include negotiations with respect to price, payment, change to the scope of the Operational Services, business synergies between MARR and a Respondent, and other terms and conditions that, MARR, in its sole discretion, wishes to raise for negotiation. Negotiations may proceed on new and different terms and conditions than those set out in the Draft Operational Services Agreement (including a change to the Operational Services set out in the Draft Operational Services Agreement), without offering other Respondents either an opportunity to negotiate or the opportunity to amend their Proposals.

7.2 MARR Authorization and Approvals

(1) The Successful Respondent acknowledges and agrees that the entering into of the Final Agreement by MARR is conditional on and subject to MARR obtaining any necessary authorizations and approvals required in connection with the Operational Services.
7.3 Notification if Successful Or Not

(1) The successful and unsuccessful Respondents shall be notified by MARR in writing as to their success or failure on the NRFP Process.

7.4 Debriefing of Respondents

(1) Except as set out in the NRFP Data Sheet, MARR shall, at the request of a Respondent, carry out information sessions with the unsuccessful Respondent(s) to explain MARR’s evaluation of the Respondent’s Proposal (the “Debriefing Sessions”).

(2) The scheduling of the Debriefing Sessions shall be determined by MARR. Unless otherwise determined by MARR, Debriefing Sessions shall not be held until after the execution of the Final Agreement.

(3) The successful Respondent may request a debriefing which debriefing MARR may provide at its convenience.

SECTION 8 – GENERAL LEGAL MATTERS AND RIGHT TO ACCEPT OR REJECT

8.1 General Rights of MARR

(1) MARR may, in its sole discretion:

(a) reject any or all of the Proposals;

(b) accept any Proposal;

(c) accept any aspect of one (or more) Proposal(s) related to a specific component of the Operational Services;

(d) if only one Proposal is received, elect to accept or reject it;

(e) elect to discontinue the NRFP Process at any time before the end of the NRFP Process, including after the identification of (a) Successful Respondent(s), but before execution of the Final Agreement;

(f) alter the Timetable, the NRFP Process or any other aspect of this NRFP; and

(g) cancel this NRFP Process and subsequently advertise or call for new submission(s) for the same or different subject matter of these NRFP Documents with the same or different participants.

(2) MARR shall not be liable for any expense, cost, loss or damage incurred or suffered by any Respondent or any of its representatives or any person connected with any one of them, as a result of any action taken by MARR in accordance with NRFP Section 8.1(1).
8.2  Laws and Regulations, Attornment and Limit on Liability

8.2.1  Applicable Law

(1) This NRFP and the Final Agreement shall be governed and construed in accordance with the law of British Columbia. For greater clarity, the Respondent agrees that,

(a) any action or proceeding relating to this NRFP Process shall be brought in any court of competent jurisdiction in the Province of British Columbia and for that purpose the Respondent irrevocably and unconditionally attorns and submits to the jurisdiction of that British Columbia court;

(b) it irrevocably waives any right to and shall not oppose any British Columbia action or proceeding relating to this NRFP Process on any jurisdictional basis, including *forum non conveniens*; and

(c) it shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an British Columbia court as contemplated by this NRFP Section 8.2.

8.2.2  No Contract Created by this NRFP

(1) This document is a negotiated request for proposals in respect of the Operational Services and is not a tender. Neither the NRFP Documents nor the submission of any Proposal in response to the NRFP Documents shall, in any way whatsoever, create a binding agreement between MARR and any Respondent. For clarity, these NRFP Documents are not intended to be an offer to enter into a binding contract with Respondents (often referred to as “Contract A”) and no agreement of any kind shall exist between the Successful Respondent and MARR until a Final Agreement, if any, has been formally executed by the Successful Respondent and MARR.

(2) Notwithstanding any other provision of the NRFP, MARR may, in its sole discretion, accept or reject any or all Proposals. MARR may accept any Proposal in whole or in part. There is no express or implied term of this NRFP that the lowest priced Proposal or the highest ranked Proposal will be identified as the Successful Respondent.

8.2.3  Limit on Liability

(1) Notwithstanding that in accordance with NRFP Section 8.2.2(1), this NRFP is not a tender and is not intended to create “Contract A”, the Respondent and all other entities participating in this NRFP Process agree that if MARR is found to be liable, in any way whatsoever, for any act or omission in respect of this NRFP Process, the total liability of MARR to any Respondent or any other entity participating in this NRFP Process, and the aggregate amount of damages recoverable against MARR for any matter relating to or arising from any act or omission by MARR, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action
or claim arising from the acts or omissions, negligent or otherwise, of MARR, shall be no greater than the Respondent’s cost of preparing its Proposal or the liability cap amount, if any, set out in the NRFP Data Sheet, whichever is less.

SECTION 9 – DEFINITIONS

9.1 General

(1) Unless otherwise defined in this NRFP, capitalized terms and expressions used in this NRFP have the meaning given to them in the Draft Operational Services Agreement. In this NRFP, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.

(2) All references in this NRFP to MARR’s “discretion” or “sole discretion” means in the sole and absolute discretion of MARR.

9.2 NRFP Definitions

(1) Whenever used in the NRFP:

(a) “Addendum” means a written addendum to the NRFP Documents issued by MARR as set out in NRFP Section 3.6;

(b) “Advisors” means any person or firm retained to provide professional advice to any one of MARR, a Respondent, a Respondent Team Member as applicable;

(c) “Applicable Law” is defined in NRFP Section 8.2.1;

(d) “Confidential Information” is defined in NRFP Section 3.7.1(1);

(e) “Confidential Question” is defined in NRFP Section 3.2.2(1)(a)(ii);

(f) “Conflict of Interest” is defined in NRFP Section 3.8(1);

(g) “Contact Person” is defined in NRFP Section 3.2.1(1);

(h) “Contract A” is defined in NRFP Section 8.2.2(1);

(i) “Debriefing Sessions” is defined in NRFP Section 7.4(1);

(j) “Draft Operational Services Agreement” means the Draft Operational Services Agreement attached as Schedule 3 to this NRFP;

(k) “Evaluation Committee” is defined in NRFP Section 5.1(1);

(l) “Evaluation Criteria” is defined in NRFP Section 5.3.2(1);

(m) “Evaluation Criterion” is defined in NRFP Section 5.3.2(1);
(n) “Final Agreement” is defined in NRFP Section 1.3(3);
(o) “General Questions” is defined in NRFP Section 3.2.2(1)(a)(i);
(p) “includes” and “including” means “includes without limitation” and “including without limitation” respectively;
(q) “Ineligible Persons” is defined in NRFP Section 3.8(4);
(r) “Ineligible Person’s Affiliate” is defined in NRFP Section 3.8(4);
(s) “Negotiations Respondent” is defined in NRFP Section 7.1(1);
(t) “NRFP” is defined in NRFP Section 1.3(1);
(u) “NRFP Data Sheet” is defined in NRFP Section 1.3(1);
(v) NRFP Documents” is defined in NRFP Section 2.1(1);
(w) “NRFP Number” is defined in NRFP Section 1.3(1);
(x) “NRFP Process” is defined in NRFP Section 1.3(5);
(y) “Operational Services” is defined in NRFP Section 1.3(1);
(z) “Proposals” is defined in NRFP Section 1.3(3);
(aa) “Respondents” is defined in NRFP Section 1.3(3);
(bb) “Respondent Representative” is defined in NRFP Section 1.4(1);
(cc) “Respondent Team Member” is defined in NRFP Section 1.3(3);
(dd) “Submission Deadline” is defined in NRFP Section 3.1(1);
(ee) “Submission Requirements” means all of the submission requirements set out in the NRFP Documents, including the proposal content specified in Schedule 4 to the NRFP;
(ff) “Successful Respondent” is defined in NRFP Section 1.3(3);
(gg) “Timetable” is defined in NRFP Section 3.1(1);
(hh) “Visit” is defined in NRFP Section 5.3.2(3).
NRFP DATA SHEET

Operational Services for Major Appliance Stewardship Plan

Deadline to submit Notice of Intent to Bid:
Friday, September 21, 2018, 5:00pm Pacific Standard Time

Response Deadline:
Tuesday, October 2, 2018, 5:00pm Pacific Standard Time

MARR NRFP Contact Person:
Michael Zarbl – MARR Executive Director
mzarbl@marrbccollab.ca
<table>
<thead>
<tr>
<th>NRFP Section Reference and Description</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>NRFP Section 1.3(1) Description of Operational Services</td>
<td>The Operational Services, more fully detailed in Schedule “A” of the Draft Operational Services Agreement attached as Schedule 3 to the NRFP, generally include:</td>
</tr>
<tr>
<td></td>
<td>• participant recruitment / registration / remittances / reporting / compliance</td>
</tr>
<tr>
<td></td>
<td>• promotion and education support services</td>
</tr>
<tr>
<td></td>
<td>• website management</td>
</tr>
<tr>
<td></td>
<td>• audits</td>
</tr>
<tr>
<td></td>
<td>• administrative duties</td>
</tr>
</tbody>
</table>
| NRFP Documents | The NRFP Documents are as follows:  
| | a) the NRFP  
| | b) Schedule 1 – this NRFP Data Sheet  
| | c) Schedule 2 – Major Appliance Stewardship Plan  
| | d) Schedule 3 – Draft Operational Services Agreement  
| | e) Schedule 4 – Proposal Content; and  
| | f) Addenda to the NRFP, if any. |
| NRFP Section 2.3(1) Distribution of NRFP Documents | The NRFP Documents, excluding any Addenda, will initially be provided directly to potential Respondents who have expressed an interest in receiving the NRFP. The NRFP documents, excluding any Addenda, will also initially be posted on the MERX Canadian Tenders Website, and sent to the Coast Waste Management Association and the Recycling Council of British Columbia to be distributed to be posted on their websites and distributed to their members.  
Following the deadline to submit notice of intent to bid to the Contact Person, any other NRFP Documents, including any Addenda to the NRFP, if any, will only be provided to the Respondent Representative in accordance with NRFP Section 1.4(1). |
<p>| NRFP Section 3.1(1) Timetable | Activity | Date |
| | Issue NRFP | Tuesday, September 11, 2018 |
| | Respondent Questions submitted to Contact Person | Friday, September 21, 2018 |</p>
<table>
<thead>
<tr>
<th>NRFP Section Reference and Description</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2.1(1) Contact Person</td>
<td>The coordinates of the Contact Person are:</td>
</tr>
<tr>
<td></td>
<td>Michael Zarbl, MARR Executive Director</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:mzarbl@marrbccollab.ca">mzarbl@marrbccollab.ca</a></td>
</tr>
<tr>
<td>3.2.2(1) Submitting Questions</td>
<td>Respondents shall submit question in the following format:</td>
</tr>
<tr>
<td></td>
<td>Uniquely number each question, identify the NRFP Section the question applies to, and ensure that the question’s text is specific and succinct.</td>
</tr>
<tr>
<td></td>
<td>Questions shall be submitted exclusively by email to the Contact Person identified above and by the deadline identified in the NRFP Timetable above.</td>
</tr>
<tr>
<td>3.4.1(1) Respondents Meeting</td>
<td>MARR will hold a Respondents Meeting on Monday, September 24, 2018 at 3:00pm PST at the Vancouver office of the Retail Council of Canada:</td>
</tr>
<tr>
<td></td>
<td>890 West Pender Street, Suite 410</td>
</tr>
<tr>
<td></td>
<td>Vancouver, BC V6C 1J9</td>
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</tbody>
</table>

|                                            | Deadline to submit notice of intent to bid to Contact Person          |
|                                            | Friday, September 21, 2018                                           |
|                                            | Respondents Meeting                                                  |
|                                            | Monday, September 24, 2018 at 3:00pm PST                              |
|                                            | Deadline for issuance or responses to questions                       |
|                                            | Tuesday, September 25, 2018                                          |
|                                            | Approximate last day for issuance of addenda                          |
|                                            | Friday, September 28, 2018                                           |
|                                            | Submission deadline                                                  |
|                                            | Tuesday, October 2, 2018                                             |
|                                            | Approximate identification of Successful Respondent(s)               |
|                                            | Monday, October 22, 2018                                             |
|                                            | Anticipated Operational Services Agreement start date                 |
|                                            | January 1, 2019                                                     |
Respondents are not required, but are encouraged, to attend any Respondents Meeting. Respondent Questions submitted by the deadline set out in the Timetable may be answered at this meeting, but written responses to all Respondent Questions will be made by the deadline set out in the Timetable.

There are no Ineligible Persons in this NRFP Process.

Each Respondent shall submit its Proposal electronically by email to the Contact Person identified above.

The Evaluation Criteria and weightings to be applied are as follows:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Criteria</th>
<th>Weight (out of 100)</th>
<th>Passing Score (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Written Proposal Non-technical</td>
<td>50</td>
<td>60% (30)</td>
</tr>
<tr>
<td>1.1</td>
<td>Vision and Delivery</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Knowledge / Experience in Managing Stewardship Programs</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Knowledge of the MARR Stewardship Program Plan</td>
<td>5</td>
<td></td>
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<tr>
<td>1.4</td>
<td>Experience of the Respondent Team Members</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Implementation Workplan</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Information Management System (i.e. Written Proposal Technical)</td>
<td>15</td>
<td>60% (9)</td>
</tr>
<tr>
<td>NRFP Section Reference and Description</td>
<td>Item</td>
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<td>----------------------------------------</td>
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<tr>
<td>2.1 Overall Suitability of Chosen Platform</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Functionality and Suitability of Web-Based Interface for Participants and Service Providers</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3 System Implementation Workplan</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>3 Pricing</td>
<td>35</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td></td>
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</table>

The minimum passing score for Proposals to be considered for subsequent Evaluation stages and short-listing, as per NRFP Section 5.3.2(1), is 60% at both Stage 1 and Stage 2 of the Evaluation.

MARR will short-list Respondents based on their evaluation scores out of 100. The top three Respondents with passing scores (i.e. 60% or greater at Stages 1 and 2) will be short-listed.

MARR, in its sole discretion, may invite any of the short-listed Respondents to make an oral presentation to the Evaluation Committee (a Visit). Short-listed Respondents selected for a Visit will be notified by the Contact Person on or about October 2, 2018, regarding the Visit schedule.

The Evaluation Committee, in its sole discretion, and in accordance with NRFP Section 6.1.1(1), will consider Respondent presentations in determining the Final Respondent Ranking.

Respondents may request a debriefing after receipt of a notification award. All such requests must be in writing to the Contact Person and must be made within ten (10) days of the notification of award. The intent of the debriefing information session is to aid the Respondent in
<table>
<thead>
<tr>
<th>NRFP Section Reference and Description</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondents</td>
<td>presenting a better Proposal in subsequent procurement opportunities. Any debriefing is not for the purpose of providing an opportunity to challenge the procurement process.</td>
</tr>
<tr>
<td>NRFP Section 8.2.4 Limit on Liability</td>
<td>Liability Cap amount (subject to NRFP Section 8.2.4) = $5,000.</td>
</tr>
</tbody>
</table>
August 7, 2018

Michael Zarbl
Executive Director
Major Appliance Recycling Roundtable
105 West 3rd Avenue
Vancouver BC V5Y 1E6

Dear Mr. Zarbl:

Thank you for submitting proposed amendments to the BC Major Appliance Stewardship Plan (the “amendments”) on January 12, 2018, in fulfillment of the requirements of section 6 of the Recycling Regulation (the “regulation”) made under the Environmental Management Act. I appreciate the large appliance industry’s continued commitment to achieving compliance and advancing the program in this regard.

Under the regulation, the director has the ability both to amend an approved extended producer responsibility plan (the “plan”) on his own initiative, and to approve amendments to an approved plan that have been proposed by a producer. I have completed my review of, and approve, the amendments proposed by the Major Appliance Recycling Roundtable (MARR).

We note that MARR has made several substantial changes to the program in order to address stakeholder, and the ministry’s, concerns. In support of those changes, as committed to in the final revised plan as submitted, MARR will provide to the ministry:

- An updated target for financial performance within a year following this plan approval;
- An updated target for volumes of removed Ozone Depleting Substances (ODS) once an initial baseline is established; and
- The 2016 baseline value for consumer awareness.

In addition to the amendments proposed by MARR and approved by me in this letter, I amend the plan, pursuant to section 5(5) of the regulation.

.../2
Following one year of operating under the qualified collector framework, but no later than 18 months from the date of this approval letter, MARR will:

a. Propose amendments to the plan that incorporate financial performance and ODS removal targets;

b. Propose further amendments to the plan that set consumer awareness targets improving on the 2016 baseline data, annual consumer awareness survey requirements and corrective actions, along with timelines for implementation of those actions that MARR will take if consumer awareness is below the set targets; and

c. Conduct stakeholder consultations on the amendments proposed by MARR pursuant to paragraph a. and b. and submit a consultation summary document as per the Recycling Regulation Guide.

The above additional amendments form part of MARR’s plan and take effect on August 7, 2018.

Proposed amendments to the plan will be in the form of a revised plan submitted to the director, including the stakeholder consultation summary document. MARR will also provide the director with a document that clearly highlights all proposed revisions to the plan.

These additional amendments are required to ensure that MARR establishes performance measures that will demonstrate the effectiveness of the plan respecting the matters referred to in section 5(1) of the regulation. Specifically, I must be satisfied of the following:

- The plan will achieve, or is capable of achieving, within a reasonable time any performance measures, performance requirements or targets in the plan (section 5(1)(a)(iii));
- The plan adequately provides for making consumers aware of the producer’s extended responsibility program, the location of collection facilities or the availability of collection services, and how to manage products in a safe manner (section 5(1)(c)(iv)); and
- MARR has undertaken satisfactory consultation with stakeholders on the proposed amendments to the plan and that MARR provides opportunity for stakeholder input in the implementation and operation of the amended extended producer responsibility program (section 5(1)(b)).

Pursuant to section 6 of the regulation and based on the plan’s original approval date of June 29, 2012, MARR’s next plan review must be completed by June 29, 2022. However, a director under the Environmental Management Act may amend the approved plan pursuant to section 5(5) of the regulation or rescind approval of the approved plan pursuant to section 6.1 of the regulation, should MARR fail to meet the commitments set out in the approved plan. Please also note that failure to comply with an approved plan may result in the imposition of an administrative penalty of up to $40,000 or a fine of up to $200,000.
Future plans and amendments
The ministry expects continuous improvement across all extended producer responsibility programs’ future plans and amendments, including the following areas of concern:

1. Plan commitments – for example, use specific and measurable language;
2. Consumer access – for example, develop comprehensive province-wide accessibility – particularly in rural areas, and/or improve upon the current Stewardship Agencies of BC accessibility standard;
3. Consumer awareness - for example, include performance requirements tailored for different consumer groups and all product types managed by the program;
4. Financial transparency – for example, provide greater levels of disclosure in financial statements to better serve interests of producers, the ministry, and other stakeholders; and
5. Pollution prevention hierarchy – for example, highlight program areas of influence.

I acknowledge that some plans better address various concerns than others, and that collaboration between some producers/appointed agencies and the ministry is underway. As well, the ministry intends to develop further guidance on select areas of concern.

Dispute resolution
Section 5(1)(c)(vi) of the regulation requires that a plan provides for a dispute resolution procedure. All stakeholder consultations on the dispute resolution procedure must be conducted in accordance with the new guidance document entitled “Producers Paying the Cost of Managing Obligated Materials and Dispute Resolution” approved on April 24, 2018. All future consultations must be in accordance with this guidance.

Third party independent assurance for non-financial information in annual reports
Third party assurance for non-financial information in annual reports is required through section 8(2)(h) of the regulation. The assurance report should be completed in accordance with the document entitled, “Third Party Assurance Requirements for Non-Financial Information in Annual Reports” dated October 2017 and revised from time to time, which is enclosed.

Finally, the ministry expects this approval letter to be forwarded to MARR’s board of directors as well as its membership, since each producer is responsible for ensuring its agent fulfills the plan, and compliance proceedings may be taken against a producer if the agent fails to fully implement the plan.
I look forward to working with you to ensure the success of your program. If you have any questions about this letter, please contact me at 778-698-4860 or ExtendedProducerResponsibility@gov.bc.ca. If you have any questions regarding the implementation of your plan, please contact your ministry file lead.

Sincerely,

Bob McDonald  
Director, Extended Producer Responsibility Section  
Environmental Standards Branch

Enclosure (2)

cc: Kris Ord, Executive Director, Environmental Standards Branch  
Valentina Yetskalo, Ministry file lead, Extended Producer Responsibility Section
BC Major Appliance Stewardship Plan

Product Category:
Major Household Appliances within the Electronic and Electrical Product Category

Submitted to the Ministry of Environment by:
Major Appliance Recycling Roundtable

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(Revised: June 29, 2012)

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## Glossary of Terms and Abbreviations

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<thead>
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<th>Abbreviation</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>AHAM</td>
<td>Association of Home Appliance Manufacturers</td>
</tr>
<tr>
<td>APF</td>
<td>Administrative Program Fee</td>
</tr>
<tr>
<td>Capture Rate</td>
<td>The estimated weight of products collected in a given year divided by the estimated weight of products “available to collect” (that is, the amount reaching end-of-life in the same year)</td>
</tr>
<tr>
<td>Collection site</td>
<td>Facility that accepts end-of-life major appliances</td>
</tr>
<tr>
<td>DfE</td>
<td>Design for the Environment</td>
</tr>
<tr>
<td>EPR</td>
<td>Extended Producer Responsibility</td>
</tr>
<tr>
<td>GHG</td>
<td>Greenhouse gases</td>
</tr>
<tr>
<td>GWP</td>
<td>Global Warming Potential</td>
</tr>
<tr>
<td>IC&amp;I</td>
<td>Industrial, commercial and/or institutional</td>
</tr>
<tr>
<td>LGAC</td>
<td>Local Government Advisory Council</td>
</tr>
<tr>
<td>Local Government</td>
<td>Municipalities, regional districts and First Nation governments</td>
</tr>
<tr>
<td>MARR</td>
<td>Major Appliance Recycling Roundtable</td>
</tr>
<tr>
<td>ODS</td>
<td>Ozone Depleting Halocarbon refrigerants subject to BC regulation B.C. Reg. 317/2012 &quot;OZONE DEPLETING SUBSTANCES AND OTHER HALOCARBONS REGULATION&quot; from residential products that utilize a vapor-compression refrigeration system listed in MARR’s Product List and Definitions listed on MARR’s website.</td>
</tr>
<tr>
<td>RCBC</td>
<td>Recycling Council of British Columbia</td>
</tr>
<tr>
<td>RCC</td>
<td>Retail Council of Canada</td>
</tr>
<tr>
<td>SABC</td>
<td>Stewardship Agencies of BC</td>
</tr>
</tbody>
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1. Introduction

In British Columbia (BC), the Recycling Regulation\(^2\) under the *Environmental Management Act* sets out the requirements of extended producer responsibility (EPR), including for approved product stewardship plans. These requirements for product stewardship plans are outlined in section 4 of the Recycling Regulation, stating:

“A producer must submit a product stewardship plan, at the time specified in the applicable Schedule, if any, and in a manner and format satisfactory to a director, for the products within the product category of the product the producer sells, offers for sale, distributes or uses in a commercial enterprise in British Columbia.”

This five-year product stewardship plan for major household appliances (“stewardship plan”) is being submitted by the Major Appliance Recycling Roundtable (MARR) in accordance with the Recycling Regulation under the *Environmental Management Act*. The stewardship plan covers major household appliances contained within the electronic and electrical product category of the Recycling Regulation, and includes the following major product types\(^3\):

- Refrigerators, wine coolers and beverage centers
- Freezers
- Portable, room and window air conditioners
- Portable dehumidifiers
- Clothes washers and dryers
- Ranges, built-in ovens and surface cooking units
- Built-in and over the range microwave ovens
- Range hoods and downdrafts
- Dishwashers
- Food waste disposers and trash compactors
- Electric water dispensers

This stewardship plan replaces the previous stewardship plan for major appliances submitted by the Association of Home Appliance Manufacturers Canada (AHAM Canada) and the Retail Council of Canada (RCC) approved on June 29, 2012.

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\(^3\) For an up-to-date listing of the products covered by the Stewardship Plan, please refer to the detailed list of included and excluded products available at: http://www.marrbc.ca/participants/products
2. Duty of the Producer

As per section 2(1) of the Recycling Regulation under the *Environmental Management Act*:

“Except as otherwise specifically provided in this regulation, a producer must

(a) have an approved plan under Part 2 [Product Stewardship Plans] and comply with the approved plan, or

(b) comply with Part 3 [Product Stewardship Program Requirements If No Product Stewardship Plan]

with respect to a product in order to sell, offer for sale, distribute or use in a commercial enterprise the product in British Columbia.”
3. Appointment of the Stewardship Agency

MARR is a not-for-profit stewardship agency created to implement and operate a stewardship plan for end-of-life major household appliances in BC. It acts on behalf of producers of major appliances who are obligated under the BC Recycling Regulation.

In registering, each producer must sign an Agency Appointment Agreement ⁴ that formalizes the role of MARR as its agent to carry out the duties of the producer as set out in section 2(2) of the Recycling Regulation. This stewardship plan confirms the duties that MARR will perform on behalf of each registered producer. Copies of membership agreements are available upon request to the Director.

The MARR program is open to all obligated producers of major household appliances in BC, including manufacturers, wholesalers and retailers. A current list of registered participants is available on MARR’s website at http://www.marrbc.ca/participants/registered. As of February 20, 2017, there were 110 individual companies registered with MARR.

As MARR currently administers the only approved stewardship plan for major household appliances in BC, it is expected that member producers represent the vast majority of major appliance sales in the province. With representation from major manufacturers, retailers and wholesalers, the more than 100 registered participants of MARR reported total unit sales of 1,047,708 major appliances for 2016 across all product types. MARR’s registered producers represent the prevailing share of producers of major appliances obligated under the B.C. Recycling Regulation.

Information for consumers on how to recycle major appliances, including a list of collection sites, is easily found on the MARR website at the following links:

- How to Recycle: http://www.marrbc.ca/consumers/recycle
- Collection Sites: http://www.marrbc.ca/collection-site-locator

To increase public awareness of the stewardship program, MARR provides point-of-sale materials to retailers, wholesalers and other organizations to explain the stewardship program to customers and other stakeholders. Point-of-sale materials, as well as a document with Frequently Asked Questions, are available on the MARR website at http://www.marrbc.ca/participants/pos.

Agency Governance

MARR is a not-for-profit stewardship agency incorporated under the Canada Not-for-Profit Corporations Act on July 17, 2012. The Retail Council of Canada and the Association of Home Appliance Manufacturers are the corporation’s two members. MARR is governed by a Board of Directors comprised of representatives from major appliance manufacturers and retailers. The MARR Board currently includes representatives from Whirlpool Canada, Samsung Electronics Canada, Electrolux, Home Depot Canada, the Association of Home Appliance Manufacturers (Canada) and the Retail Council of Canada. A list of current board members is provided in the following table.

### Table 1: MARR Board Members (as of May 2017)

<table>
<thead>
<tr>
<th>Name and Position</th>
<th>Affiliation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warrington Ellacott, Chair</td>
<td>Whirlpool Canada LP</td>
</tr>
<tr>
<td>Bruce Rebel, Member</td>
<td>Association of Home Appliance Manufacturers (AHAM) Canada</td>
</tr>
<tr>
<td>Greg Wilson, Member</td>
<td>Retail Council of Canada (RCC)</td>
</tr>
<tr>
<td>Jeff Van Damme, Director</td>
<td>Samsung Electronics Canada</td>
</tr>
<tr>
<td>Norm MacNeil, Director</td>
<td>Electrolux</td>
</tr>
<tr>
<td>Grant Garrard, Director</td>
<td>Home Depot Canada</td>
</tr>
</tbody>
</table>

MARR maintains transparency with its members and stakeholders by posting relevant policies, guidelines, reports and materials on its website. Rules and Policies, Annual Reports and Financial Statements are publicly available to members and stakeholders on the following webpages:

- Rules and Policies: [http://www.marrbc.ca/participants/register](http://www.marrbc.ca/participants/register) and [http://www.marrbc.ca/participants/registered](http://www.marrbc.ca/participants/registered)
- Annual Reports and Financial Statements: [http://www.marrbc.ca/about](http://www.marrbc.ca/about)

The MARR-Local Government Advisory Council (LGAC) was created in 2013 to provide a forum for local governments involved in the collection of major household appliances to deliver their unique perspective and advice to MARR. The LGAC includes representation from regional districts and municipalities representing urban, rural and remote communities, allowing MARR to better understand municipal and regional needs, capabilities and capacities.5

**Performance Monitoring and Reporting Commitments**

**Reporting Commitments**

In its annual report to the BC Ministry of Environment, MARR will note any changes to its operational structure or Board of Directors since the previous annual report.

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5 The current membership of the MARR-LGAC includes the Regional District of Mount Waddington, the Capital Regional District, the Metro Vancouver Regional District, the Regional District of Central Kootenay, the Regional District of Bulkley-Nechako, the Regional District of North Okanagan, and the City of Vancouver.
4. Products Covered Under the Stewardship Plan

This stewardship plan covers a variety of large appliances as listed under 2(1)(c), “electronic or electrical appliances” and detailed in Schedule 3 of the Electronic and Electrical Product category of the BC Recycling Regulation under the Environmental Management Act.

The plan covers major appliances that have been designated for residential use in BC, provided they are electrical or electrically powered. However, it also includes:

- Products that are dual fuel natural gas or propane products, provided the other power source is electricity;
- Appliances used in or sold for industrial, commercial and/or institutional (IC&I) applications that have essentially the same design characteristics as major household appliances; and
- Products that are used for refrigeration or freezing that contain a compressor and/or refrigerant gases.

MARR’s Stewardship Role

Currently there are no other agencies, aside from MARR, appointed to act in a product stewardship capacity for major appliances in British Columbia. As such, there are no other product stewardship agencies or plans covering the same products.

The stewardship plan covers the following products:
- Refrigerators, wine coolers and beverage centers;
- Freezers;
- Portable, room and window air conditioners;
- Portable dehumidifiers;
- Clothes washers and dryers;
- Ranges, built-in ovens and surface cooking units;
- Built-in and over the range microwave ovens;
- Range hoods and downdrafts;
- Dishwashers;
- Food waste disposers and trash compactors; and
- Electric water dispensers.

For a detailed list of included products and relevant definitions, please refer to the MARR website: http://www.marrbc.ca/documents/MARR-Product-List-Definitions.pdf
5. Stakeholder Consultation

Consultation Undertaken Prior to Stewardship Plan Submission

To inform the renewal of this plan, stakeholder consultation was approached as an iterative process. The first cycle of consultations, taking place from April 25th to May 30th, included an initial round of structured dialogues with key stakeholder groups to inform the drafting of the plan. The second cycle of consultations, from June 5th to June 23rd, included the public posting of the plan, along with facilitated group consultations on the draft plan using online and in-person formats. The figure below provides a summary of the stakeholder groups that participated in consultation activities during the development of the plan.

<table>
<thead>
<tr>
<th>Stakeholder Group</th>
<th>Early Consultations</th>
<th>Consultation on Draft Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retailer or Manufacturer</td>
<td>18</td>
<td>11</td>
</tr>
<tr>
<td>Local Government *</td>
<td>14</td>
<td>27</td>
</tr>
<tr>
<td>Recycler/Processor</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Non-Profit Organization</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>8</td>
</tr>
</tbody>
</table>

* including First Nations
The following table provides a detailed summary of the stakeholder consultation activities carried out prior to stewardship plan submission.

<table>
<thead>
<tr>
<th>Consultation Activity</th>
<th>Logistics of the Consultation</th>
<th>Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Early Consultations (April 25&lt;sup&gt;th&lt;/sup&gt; to May 30&lt;sup&gt;th&lt;/sup&gt;)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Focus Group with Local Government Advisory Council | - Coordinated through the MARR Board and the Chair of the LGAC  
- Sent notice of invitation directly to LGAC members by email  
- Focus group carried out using a combination of webinar and conference call facilities | This session included six local government representatives from the LGAC. Participants represented urban, rural and remote areas of the province |
| April 25, 2017  
1:30 – 3:00 pm |                                                                             |                                                                             |
| Industry Interviews | - Structured telephone interviews with metal recyclers and technicians involved in the removal of ozone depleting substances (ODS) to inform the stewardship plan development | Interviews were conducted with two recycling companies and two ODS removal contractors |
| May 22 to 30, 2017 |                                                                             |                                                                             |
| Focus Group with First Nations Representatives | - Referred through the LGAC to a First Nations solid waste disposal working group  
- Sent invitations in the form of an email communiqué  
- Focus group carried out using a combination of webinar and conference call facilities | This session included eight participants from First Nations communities across the province, representing semi-urban, rural, and remote communities |
| May 23, 2017  
3:30 – 5:00 pm |                                                                             |                                                                             |
| **Consultation on Draft Stewardship Plan (June 5<sup>th</sup> to June 23<sup>rd</sup>)** | |                                                                             |
| Consultation Session with BC Product Stewardship Council | - Coordinated through the administrator of the BC Product Stewardship Council  
- The session was carried out using a webinar platform, and provided:  
  - An opportunity for BC Product Stewardship Council members to comment on the draft stewardship plan for major appliance recycling in BC;  
  - An overview of the plan, followed by online polling questions, and two survey questions in conclusion to gather additional feedback | This session included a total of 17 participants, representing:  
  - Non-profit organizations  
  - Local governments  
  - Regional districts  
  - First Nations communities  
  - Ministry of Environment |
| June 14, 2017  
10:00 – 11:30 am |                                                                             |                                                                             |
### Consultation Activity | Logistics of the Consultation | Participation
---|---|---
Open Public Consultation Session  
June 16, 2017  
10:00 – 11:30 am  | Notice of public consultations was provided on the MARR website and was distributed to association members as well as interested parties through an email listserve  
The Recycling Council of BC and Stewardship Agencies of BC were also provided with the consultation notice for circulation to members  
The session was carried out using a webinar platform, and guided by a PowerPoint presentation, including open ended discussion questions, polling questions, and two written response survey questions seeking additional feedback | This session included 25 participants representing:  
- Non-profits  
- Local governments  
- Regional districts  
- Retailers  
- Recyclers  
- Ministry of Environment

Consultation Session at Recycling Council of BC Conference  
June 21, 2017  
10:00 am – 12:00 pm  | Notice of public consultations was provided on the MARR website and was distributed to association members as well as interested parties through an email listserve  
Notice of the in-person consultation was also provided to the Recycling Council of BC and Stewardship Agencies of BC for circulation to members and registered conference delegates  
The session was facilitated in-person, guided by a PowerPoint presentation, including open ended discussion questions and polling questions | A total of 17 individuals participated in polling, while 33 participants attended the session. Participants represented:  
- Manufacturers  
- Local governments  
- Non-profit organizations  
- Other (i.e., Ministry of Environment, industry associations, etc.)

Follow Up Discussion with Local Government Advisory Council  
June 22, 2017  
2:00 – 3:00 pm  | While members of the LGAC were provided with an opportunity to participate in the above-mentioned consultations, a follow up teleconference with LGAC members was coordinated through the Chair of the Committee | This session included two members of the LGAC and two MARR Board members. The LGAC participants represented both urban and rural/remote regions
Consultation Activity | Logistics of the Consultation | Participation
--- | --- | ---
Written Responses to Online Posting of Draft Plan | Written comments were submitted to MARR via email at consultations@marrbc.ca during the consultation period | Additional written feedback was received from MARR member producers, First Nations, and local governments

Appendix A includes a description of the stakeholder groups consulted during the stewardship planning process, a summary of proceedings from the consultation sessions, as well as responses to stakeholder submissions on the draft plan.

**Ongoing Stakeholder Consultation**

Effective stakeholder engagement is an ongoing process. MARR’s program plan development was later in the cycle than would be ideal. Nonetheless, there was strong stakeholder participation and many valuable comments were submitted during the consultation process held over late April into June of 2017.

In keeping with the important principle of maintaining engagement, MARR will post the program plan document as submitted to the Ministry of Environment on the MARR website. We welcome further comment which can be sent to: consultations@marrbc.ca.

It will be necessary to work closely with stakeholders who collect, operate facilities and process end-of-life major appliances as MARR’s program evolves over the coming years to deliver upon the commitments in this program plan. MARR is committed to working openly with our partners to assure the best outcomes and to ensure compliance with the Recycling Regulation.
6. Collection System and Consumer Accessibility

With respect to the recycling of major household appliances, there exists a long-standing and effective market-based system for end-of-life product management. In a broad view, this market-based system exists largely because major household appliances currently have a financial value at end-of-life. That is, collectors and processors of end-of-life major appliances have a financial incentive to recycle the product, as it can be a revenue-generating activity.

A recent study on the economics of major appliance recycling commissioned by MARR in 2016 (Study of Major Appliance Recycling, Pricewaterhouse Coopers (PwC), February 17, 2017) identified that some stakeholders involved in the existing collection system are not recouping their costs related to the collection and management of products covered under the stewardship plan that exceed the revenues associated with the sale of end-of-life materials. In particular, local governments such as regional districts, municipalities and First Nations that operate collection sites for major appliances reported that they face administrative costs that may exceed revenues generated from this activity. For example, local governments must often pay for the removal of ODS as well as transportation costs in order for the materials to be crushed, processed and transported to a metal recycler. Furthermore, low metal prices have reduced the potential revenue source for local governments and other industry participants, causing strain on the current market-based system. Some caution should be taken when interpreting the results of the study, however, as there were limitations with respect to the availability of requested financial information.

This stewardship plan for major appliances proposes to build on and support the existing market-based system for end-of-life major appliances, rather than supplant and replace it with a traditional stewardship program model wherein all aspects of end-of-life product collection, transportation and processing are controlled and managed by a single stewardship agency. The imposition of a traditional stewardship model on the pre-existing market-based system has the potential to cause significant economic dislocation for businesses operating in that system, confusion for consumers and ultimately reduced environmental performance. In the view of MARR and its member companies, building upon the market-based system and the existing economic players within that system is the most responsible, economically efficient and environmentally prudent approach to maintaining and enhancing the already impressive performance of major appliance recycling in British Columbia.

The activities proposed in this plan are therefore meant to enhance the performance of the current system, to address specific circumstances and challenges affecting key stakeholder groups\(^6\), and to ensure continuous improvement with respect to the achievement of desired outcomes. Guiding the stewardship plan are the following commitments:

1. A commitment to enhance the performance of the current system by providing incentives for the management and collection of ODS from products within the product category through a network of approved collectors.
2. A commitment to reasonable and free consumer access to collection facilities. This will be accomplished by providing incentives for administrative costs and transportation costs as required by region on a cost recovery basis.

\(^6\) To inform this plan, stakeholders were engaged to better understand the challenges with respect to the current system, and areas for potential improvement. For more details on stakeholder consultation activities, please refer to Section 5.
MARR will provide these economic incentives to qualified collectors who have executed a collector agreement, and who, upon verification have met the requirements specified in those agreements and will be subject to ongoing audit and compliance verification.

Recognizing that BC’s geography is varied, and having heard from local governments that they have differing needs based upon their location, MARR will operationalize these commitments in close consultation with impacted local governments. This is a recognition that one solution may not work for all communities, and that different communities have different operational models and requirements.

Collection System and Product Pathways Not Directly Managed by the Stewardship Program

A market-driven recycling system for major appliances has been in place in British Columbia for decades, historically driven by the positive financial value of these products at end-of-life. This system is comprised of a variety of collectors, including retailers, local governments, utilities and private companies, which accept major appliances and then channel those products to scrap metal consolidators and processors. As part of the larger commodities market, scrap metal companies process the products to recover metal components, which are sold to end-markets such as steel mills for recycling.

In 2013, waste consultant, Ecoinspire Planning Services, conducted a study of the BC market driven system for major appliance recycling on MARR’s behalf. The Study on the Operations and Effectiveness of the Major Appliance Collection and Recycling System in British Columbia, May 8, 2014 report (“System Study”) examined the operation and performance of the existing collection and recycling system, including identifying collection site locations. In early 2017, MARR, with the support of waste consultant Tetra Tech, undertook an update of the System Study for 2016 (“System Study Update”). Both studies helped inform this stewardship plan.

MARR’s intention is to provide an opportunity for those currently involved in the collection of end-of-life appliances to become qualified collectors and to be part of the collection network when the incentive programs take effect.

MARR will establish a set of basic collector qualification standards to be met in order to qualify as a collector under the MARR program, such as free drop off service to residents, proof of all necessary licenses and permits, compliance with health and safety requirements, and specified liability and business insurance coverage. Qualification standards will also include reporting requirements to allow MARR to meet its reporting requirements to the MOE.

Qualified Collectors will be required to report data such as:

- Number of units collected by category
- Tonnes of metal recycled
- Weight of ODS collected
- Weight of ODS sent for destruction
Drop-Off Collection Sites

In addition to the numerous pick-up services for major appliances offered by retailers and some municipalities, there are 308 locations in BC listed on the MARR website that accept some or all household major appliances for drop off. Of these, 238 locations accept all major appliance products under the MARR program.

Table 2 provides an estimate of the breakdown of the different types of locations that accept major appliances across the province. Appendix B lists collection sites that accept all MARR program products as of May 2017, as well as the number of collection sites that accept all major appliances by regional district.

Table 2: Estimate of Collection Sites that Accept All MARR Products (2017)

<table>
<thead>
<tr>
<th>Type of Collection Site</th>
<th>Number of Sites in 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metal Recycling Facility (Private)</td>
<td>59</td>
</tr>
<tr>
<td>Local Government Facility</td>
<td>179</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>238</strong></td>
</tr>
</tbody>
</table>

Pick-up Services

There are a number of options available to consumers to manage the exchange of new and old appliances. When a consumer purchases a new appliance, many retailers offer a delivery/take-back option that facilitates the proper recycling or resale of the used appliance on behalf of the consumer. According to survey results of 116 major appliance retailers conducted as a part of the System Study, 84 percent of respondents offered a take-back service to their customers when a new appliance was delivered.

Accessibility to Collection Sites

The Stewardship Agencies of British Columbia guidance defines accessibility as a 30-minute drive or less to a facility for those within urban areas, and a 45-minute drive or less for those in rural areas of the province. According to a Geographic Information System (GIS) analysis completed as a part of the System Study, 98.5 percent of British Columbians had convenient access to a drop-off location for major appliance products. Accessibility to free drop-off locations for BC residents was estimated at 93.6 percent. It is MARR’s intention to close this gap by requiring all qualified collectors who receive an incentive to offer free drop-off to residents.

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7 The list of collectors provided represents the best available information as of May 2017. This list is not exhaustive, nor guaranteed to be current, due to ongoing changes in business operations. The list only includes local government and private/non-profit collector drop off sites, and does not include the numerous collection options that may be offered through retailers or other possible pick up options.

8 Ibid.
Tracking Product Pathways

As major appliance recycling utilizes the existing market-based system, MARR does not contract directly with collectors or processors, and is therefore not able to obtain information on percentages of materials processed. Volumes and percentages reported are based on estimates derived from survey responses obtained from collectors and processors as part of MARR’s System Study and System Study Update.

The “recovery rate” of the BC market-based collection and recycling system (that is, the amount of product collected divided by the amount of product generated, expressed as a percentage) can be estimated using a “capture rate” calculation, which compares the estimated weight of products “available to collect” with the estimated weight of products collected.

Using a lifespan model described in the Systems Study, it was estimated that 38,925 tonnes reached end-of-life in BC in 2016 and were “available to collect”. The System Study Update provided estimates of the weight of products collected in the same year, and based on this, the 2016 capture rate was estimated at 98.6 percent, exceeding the program target of 90 percent. This result is consistent with research completed in other jurisdictions, where it was estimated that the market-based collection and recycling system for end-of-life appliances achieved a capture rate of over 90 percent. 9

Following one year of operating under the qualified collector framework, MARR will include and reflect the information in its annual reporting of diversion.

Improving the Existing Collection System and Consumer Accessibility

To provide enhanced support to the existing market-based system for major appliance recycling in BC, this stewardship plan identifies the following activities that MARR will undertake to ensure continuous improvement in end-of-life major appliance recycling and achievement of desired outcomes:

1. MARR will establish and provide an incentive program to mitigate market barriers to the removal of ODS from major appliances dropped off at local government collection sites. This will allow the products to be crushed or shredded on site for easier transportation to metal recyclers, and will also allow for improved data and reporting with respect to the number of appliances processed and collected.

In addition to these steps, MARR will compile and maintain a list of trained ODS removal technicians, along with their regional service coverage, and will post this information on the MARR website.

2. MARR will work to remove barriers related to transport associated with the collection and pick-up of appliances and scrap metal (resulting from the compaction or shredding of major appliances) from local government collection sites. Of concern is the issue that products are currently being “stockpiled” in rural and remote areas of the province.

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The actions outlined above are intended to support the existing market-based system for major appliance recycling along with the achievement of desired program outcomes. These actions are expected to:

- Address inefficiencies associated with major appliance recycling for key system stakeholders.
- Maintain collection rates for end-of-life major appliances while removing existing barriers.

As noted earlier, MARR will operationalize these commitments in close consultation with impacted local governments.

Performance Monitoring and Reporting Commitments

**Performance Measures**

<table>
<thead>
<tr>
<th>Collection System and Consumer Accessibility Metrics</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capture rate:</strong></td>
<td></td>
</tr>
<tr>
<td>o Estimated weight of products collected divided by the estimated weight of products “available to collect”. <em>Note: this measure aligns with the third-party assurance for non-financial information.</em></td>
<td></td>
</tr>
<tr>
<td><strong>Collection accessibility:</strong></td>
<td></td>
</tr>
<tr>
<td>o Number of facilities province-wide</td>
<td></td>
</tr>
<tr>
<td>o Number of facilities providing free-access province-wide</td>
<td></td>
</tr>
<tr>
<td>o Facilities for each regional district</td>
<td></td>
</tr>
<tr>
<td>o Rural/urban regions</td>
<td></td>
</tr>
<tr>
<td>o Different types of products</td>
<td></td>
</tr>
</tbody>
</table>

**Performance Targets**

MARR will target:

- A capture rate of more than 90 percent for major appliances in BC.
- Accessibility to free drop-off locations for more than 90 percent of the BC population to which the Stewardship Agencies of BC Standard applies.

**Reporting Commitments**

In addition to the performance targets, MARR will also report annually on:

- The total amount of the producer’s product sold.
- The total amount of the producer’s product collected.
- The total amount of the product recovered in each regional district.
- The total amount of the product recovered per capita for each regional district and for the province.
- The varying collection performance for the sub-categories of products covered under the stewardship plan and the actions that will be taken to increase the collection of these products.
- The location of collection facilities, and any changes in the number and location of collection facilities from the previous report.
- Identified under-served areas or regions with lower than average collection and the actions that will be taken to address collection in underserved areas (e.g., funded collection and awareness events, etc.).
• Information from local government waste composition analysis identifying the kilos per capita for program materials (if or as available).
7. Consumer Awareness

Since the approval of the initial product stewardship plan for major appliances in 2012, MARR has developed consumer education materials and resources for producers and retailers, and online resources directly for consumers. It has also partnered with other organizations to increase its presence and accessibility to consumers.

MARR is committed to working with partner stakeholders, including First Nations, local government and non-profit associations – along with other stewardship agencies – to improve consumer awareness on an ongoing basis.

MARR’s existing advertising and consumer education materials include:

1) MARR Website:
MARR has a comprehensive website that includes resource sections for consumers, participants and sellers, and collectors and recyclers. Resources provided to website visitors are outlined below.

<table>
<thead>
<tr>
<th>Targeted at Consumers</th>
<th>Targeted at Producers and Retailers</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Information on MARR’s role</td>
<td>• Information on:</td>
</tr>
<tr>
<td>• How to Recycle</td>
<td>o Rules and Policies</td>
</tr>
<tr>
<td>• Products and Fees</td>
<td>o Products and Fees</td>
</tr>
<tr>
<td>• Collection Site Locator Tool</td>
<td>o Registration</td>
</tr>
<tr>
<td></td>
<td>• Studies and Reports</td>
</tr>
<tr>
<td></td>
<td>• Producer Webinar</td>
</tr>
<tr>
<td></td>
<td>• Frequently Asked Questions</td>
</tr>
<tr>
<td></td>
<td>• Program Updates</td>
</tr>
</tbody>
</table>

2) Print Materials:
MARR has developed print materials, which are available to participants and retailers to inform consumers about MARR’s role and major appliance recycling at the point of sale. Available print materials include:

- **Rack Cards** – Informational cards for display in retail locations, outlining MARR’s role, and recycling options for consumers.
- **Frequently Asked Questions (FAQ)** – A PDF document that outlines MARR’s role, lists the products covered under MARR’s environmental stewardship plan and provides useful information on how to recycle appliances in BC.

3) Recycling Council of BC Website and Hotline:
As a member of the Stewardship Agencies of BC (SABC), MARR participates in the Recycling Hotline Database administered by the RCBC. The Recycling Hotline Database provides information to consumers on how and where to recycle items, including large appliances, across the province. Participation includes:

- Listing of MARR website on bcrecycles.ca.
- Participation in RCBC’s Recycling Hotline providing free, province-wide live information service for recycling, pollution prevention, waste avoidance, safe disposal options and regulations.
Access to Hotline information officers who field more than 80,000 inquiries each year, referring consumers to the appropriate organization and/or program.

Use of the Recyclepedia Smart Phone app that provides information to consumers on where to recycle specific products.

In addition to continuing with the strategies above, MARR will also move forward with the following activities to advance consumer awareness around the major appliance recycling system in BC:

- Engagement with other stewardship agencies to leverage consumer awareness events and activities.
- Remote appliance stockpile recovery efforts, with a focus on community engagement and ongoing benefit.

Performance Monitoring and Reporting Commitments

Performance Measures

| Consumer Awareness Metrics | Percentage of surveyed adults in British Columbia that are aware of a program for safely recycling and disposing of large appliances.¹⁰ |

Performance Targets

MARR will target continuous improvement with respect to consumer awareness, aiming to achieve a consumer awareness target over 2016 baseline values over the term of the plan.

Reporting Commitments

In addition, MARR will report annually on the program’s educational materials and strategies, as well as:

- The number of unique visitors to MARR’s website.
- The number of RCBC inquiries for MARR program materials.

¹⁰ This information will likely be obtained through a survey administered every three years by the Stewardship Agencies of BC.
8. Management of Program Costs

MARR is funded by Administrative Program Fees (APFs) applied to the sale and supply of new major household appliances in BC, effective August 1, 2013. The fees are used by MARR to cover all costs associated with implementing the MARR stewardship plan. Current APFs for products covered under the plan are listed on MARR’s website at http://www.marrbc.ca/participants/products.

APFs are reported and remitted to MARR on a calendar quarter basis by registered participants (i.e., manufacturers, distributors, retailers) who have joined MARR to fulfill their regulatory obligations. Currently, it is the decision of each participant on how to manage this business cost. APFs may be shown as a separate line item on the product invoice/receipt, incorporated directly into the price of the product or absorbed, at the discretion of the relevant participant(s). If an amount is charged by a MARR participant to its customer to recover the APF, the amount must not exceed the actual APF paid by the participant to MARR. Transparency of program costs and fees is an important principle to stakeholders, particularly consumers.

Financial Risk Management Principles

In 2015, the Board of Directors passed a resolution to establish a Reserve Fund. The purposes of the Reserve Fund are as follows:

- To assist in stabilizing eco fees by being available to manage year to year revenue and costs due to volume fluctuations.
- To cover the costs of winding up the program by the decision of the members or because of regulatory change, in an orderly manner, not to exceed one year.
- To cover any claims against the program, Board of Directors or staff in excess of the program’s insurance coverage.
- To cover the costs of any unanticipated or extraordinary items.
- To fund other special projects that enhance the recycling of major appliances.
- To fund the purchase of capital equipment.
- To cover the cost of managing products with long life spans, for which collection may occur well in the future.

Transfers to the fund are made upon resolutions passed by the Board of Directors. Total contributions to the Reserve Fund are targeted to be approximately one year’s operating expenses.

Rates for APFs are set by MARR and are subject to change as needed to address changing program costs and commitments, as well as annual surpluses or deficits. The Reserve Fund, however, serves as a transitional measure and/or source of funds to manage APFs during periods of program change as well as annual surpluses or deficits. APFs are reviewed by MARR on a regular basis to ensure there are sufficient funds to operate the stewardship plan.

MARR’s audited financial statements are also posted on the MARR website as part of its annual report.
Performance Monitoring and Reporting Commitments

Performance Measures

| Program Cost Management Metrics | • An appropriate financial performance measure will be determined within a year following plan approval. |

Performance Targets

A performance target will be determined once an initial baseline is established.

Reporting Commitments

MARR commits to producing and publishing independently audited financial statements annually, detailing revenues and expenditures for any fees associated with the approved stewardship plan that are charged separately and identified on the consumer receipt of sale. 11

The above information will be included in the agency’s annual financial statements. The financial statements will be appended to the agency’s annual report, which is published on the program website and accessible to the public at www.marrbc.ca.

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11 Please note that MARR does not collect deposits nor pay associated refunds for products covered under the plan.
9. Management of Environmental Impacts

MARR strives to promote the principles of the pollution prevention hierarchy where technically feasible and economically viable, to divert as much material as possible from the waste stream. Options and strategies employed by MARR and its member organizations for managing end-of-life major appliances based on the pollution prevention hierarchy are described below, along with factors influencing the decision-making process, and areas for further research and development or materials processing. In addition, improvements in GHG performance can be achieved from the proper recovery and reuse of ODS materials.

Pollution Prevention

Major appliance manufacturers continue to focus significant attention on incorporating Design for the Environment (DfE) principles into the manufacturing of home appliances, specifically:

- Reducing the amount of materials used in the manufacture of the products,
- Incorporating new low-to-no Global Warming Potential (GWP) refrigerant technology such as hydrofluoroolefins (HFOs) or hydrocarbon refrigerants like isobutane (r600a) and foam blowing agents,
- Increasing energy and water efficiency, and
- AHAM, in conjunction with the Canadian Standards Association (CSA) and Underwriters Laboratories (UL), has published and continues to work on developing home appliance product sustainability standards.

Manufacturers have eliminated the use of mercury switches and PCB containing capacitors, and continue to explore ways to reduce the amount and weight of material used in the manufacturing of appliances, as well as its packaging. Light-weighting of products results in lower transportation costs (both in the outbound supply chain and in the end-of-life supply chain), as well as improvements in GHG emissions. Efforts to improve the amount and weight of material used in the manufacturing of appliances must always be balanced against ensuring consumer safety and the overall protection and lifespan of the product.

Significant changes have and will continue to be made in the types of refrigerants and foam blowing agents used in refrigerators and freezers as manufacturers incorporate refrigerants and insulation with lower greenhouse gas impacts as mandated by new regulations in accordance with the Montreal Protocol along with U.S. and Canadian law. Manufacturers of home appliance refrigeration products have announced a goal to voluntarily phase out the use of hydrofluorocarbon (HFC) refrigerants in household refrigerators and freezers after 2024. Currently, many refrigeration products have already transitioned to low GWP refrigerants. This effort builds on a history of environmental stewardship that includes significant gains in energy efficiency and the phasing out of ozone depleting substances without losing efficiency gains. 12

Likewise, industry is moving towards the use of low GWP foam blowing agents for the insulation of refrigeration products due to the lower greenhouse gas emission potential. In 2015, home appliance manufacturers, working closely with the U.S. Environmental Protection Agency (EPA), set a path to phase out the use of HFC foam blowing agents in refrigeration products by 2020. Environment and Climate Change Canada has proposed to phase out the use of foam blowing agents and refrigerants in

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home refrigeration products with a GWP greater than 150 by January 2021 and January 2025 respectively.

Manufacturers have been able to reduce water consumption through design changes to dishwashers and innovations such as front-load and high efficiency top-load washers. Water consumption in dishwashers has been reduced by 37 percent (litres/cycle) between 1990 and 2009. Water usage in washers has also been reduced by 43 percent between 2005 and 2010. These reductions in water consumption also significantly reduce energy demand as there is less water to heat to perform the same cleaning task.

Significant gains in energy efficiency have also been made over the past 20 years. The average energy consumption of the typical set of major household appliances has declined by 50 percent since 1990. In December of 2016, Natural Resources Canada published an amendment to the Energy Efficiency Regulations which will establish more stringent energy efficiency standards for all major appliances and will finally align Canada’s energy efficiency regulations with the U.S. Department of Energy’s more stringent standards. Natural Resources Canada’s Office of Energy Efficiency has released its Forward Regulatory Plan 2017-19 which includes updates or new minimum energy performance standards (MEPS) for dehumidifiers, microwave ovens, electric ranges, wine chillers, clothes dryers and portable air conditioners.

Because of these Canadian regulatory changes, annual energy consumption is estimated to be reduced by 4.1 petajoules (PJ) per year by 2020 and further reduced by 10.2 PJ per year by 2030. It is also estimated these amendments will reduce greenhouse gas emissions by 0.8 Mt by 2030. The ENERGY STAR program continues to be an important influence on appliance efficiency with new product specifications for clothes dryers and washers in 2015, and dishwashers in 2016.

In addition to the above DfE activities, the AHAM is currently engaged in the development of Sustainability Standards for household appliances. In conjunction with CSA and UL, sustainability standards for household refrigeration, cooking, clothes washers, clothes dryers, and room air conditioners have already been published, with other appliance standards currently under development.

In January of 2015, the AHAM 7001-2014/CSA SPE-7001-14/UL 7001, Sustainability Standard for Household Refrigeration Appliances, and in February 2016, the AHAM 7003/CSA R7003-16/UL 7003, Sustainability Standard for Household Clothes Washers received national accreditation under the American National Standard Institute (ANSI) and Standards Council of Canada (SCC) as approved National Standards for the U.S. and Canada. The Standard is based on a lifecycle approach for identifying the environmental impacts of refrigeration products in five key areas: energy, materials, end-of-life, performance and manufacturing. These and other standards use a broad multi-attribute approach that draws on life cycle assessment and hot button analysis as well as other key factors that influence product environmental performance. These sustainability standards are published jointly by the CSA, UL and AHAM.
Reuse and Recycle

According to research conducted for the System Study completed by MARR in 2014 (reflecting the 2013 fiscal year), 99.9 percent of major appliances have a lifespan of between 10 and 20 years. This long life often results in a product having many different owners over its lifetime, usually facilitated by a used appliance retailer or refurbisher. Refurbishers are organizations involved in appliance reuse or the reuse of parts. They generally receive used major appliances from commercial generators or through retailers. The main goal of the refurbisher is to resell the unit into the second-hand market, or at least use some of the parts for appliance repair.

Once an appliance is retired, or reaches end-of-life, it enters the collection system described above in Section 6. Major appliances are primarily metal (both ferrous and non-ferrous) with smaller amounts of other materials like glass, rubber, foam, paper, electronics, refrigerants, oils and other substances where applicable. Currently there are two mechanical processing facilities in BC that utilize shredders to break up scrap metal, including major appliances. The shredded material is then sorted and ferrous and non-ferrous metals are separated from other materials such as plastic and foam.

The material composition of major appliances is reported to be approximately 75 percent metal. Of this metal, processors report that 98 percent of the ferrous and non-ferrous metal that enters the shredder is recovered and recycled back into the commodities market.

Pollution Control and Disposal

Prior to shredding, products undergo decommissioning to remove refrigerant and to look for any other substances of concern. In general, the System Study identified that refrigerant was extracted responsibly, but some gaps remained. Most retailers surveyed transferred major appliances with refrigerant to secondary collectors, and most processors had onsite staff to perform refrigerant removal. At local government sites that accept appliances with refrigerants, most contracted out the removal of refrigerants as part of the scrap metal removal contract. Refrigerant removal generally occurred at the first location to receive the appliance. The refrigerant was removed by a Technician and subsequently sent for recycling or destruction. In 2016, MARR continued conversations with local governments and other industry stakeholders to explore ways to increase the availability and accessibility to qualified technicians for the safe removal of refrigerants, with a focus on rural and remote communities.

Very few appliances reaching end of life contain mercury switches or PCBs though some contain heavy metals (e.g., circuit boards), mercury (i.e., fluorescent lights), compressor oil and polyurethane foam (i.e., insulation).

Material End Fates and Product and/or Material Processing Pathways

Table 3 illustrates the downstream management process for each material stream (based on results from the System Study).

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14 Based on survey responses from the two processors in BC currently operating shredders.
Table 3: Downstream Management Process of Materials Streams

<table>
<thead>
<tr>
<th>Material Commodity</th>
<th>Recycled</th>
<th>Landfilled</th>
<th>Safely Destroyed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ferrous Metal</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Ferrous Metal</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastic</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Refrigerant</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

It is estimated that 74 percent of materials are recycled (mostly ferrous and non-ferrous metal). The remaining 26 percent, including plastic, glass, rubber and foam, does not undergo further processing, and is currently sent to landfill. MARR continues to examine the management of shredder residue and identify opportunities for achieving higher end uses of residual materials. For example, in some cases, plastic residuals may be sent to waste-to-energy facilities. In 2017, MARR met with other stewardship organizations and metal recyclers to discuss this issue and will continue to consider options for achieving higher end uses of residual materials. Metal recyclers are continually upgrading equipment and processes to minimize shredder residuals.

Program Environmental and Safety Risk Management and Due Diligence

In 2016, MARR completed the development of a Major Appliance Processing Standard to ensure the proper decommissioning of end-of-life appliances and the safe handling of substances of concern, including mercury switches and refrigerants. MARR met with private scrap metal facilities across the province to promote and encourage adoption of the standard.

Initially, the intention was to have the collectors of major appliances (retailers, municipalities etc.) to agree to decommission the appliances they collect in accordance with the standard, or require their processors to whom they sell or provide their appliances to be certified against the standard. Part of this framework includes a certification and audit program to ensure that applicable processors are processing appliances in accordance with the standard. MARR initially approached collectors to obtain agreement with such a standard in 2015, but received little response. As a result, MARR introduced the Voluntary Processing Standard in 2016.

The following list of metal collection facilities are signatories to the MARR Voluntary Processing Standard.

15 Ibid.
Table 4: List of Metal Collection Facilities that are Signatories to the MARR Voluntary Processing Standard

<table>
<thead>
<tr>
<th>Name</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-Line Appliance Recycling</td>
<td>Vancouver</td>
</tr>
<tr>
<td>Fraser Valley Metal Exchange</td>
<td>Maple Ridge</td>
</tr>
<tr>
<td>Regional Recycling – (Old Victoria Road)</td>
<td>Nanaimo</td>
</tr>
<tr>
<td>Regional Recycling – (Hayes Road)</td>
<td>Nanaimo</td>
</tr>
<tr>
<td>Happy Stan’s Recycling Services Ltd.</td>
<td>Port Coquitlam</td>
</tr>
<tr>
<td>Everclear Recycling</td>
<td>Mission</td>
</tr>
<tr>
<td>Smokey Creek Salvage Ltd.</td>
<td>Nelson</td>
</tr>
<tr>
<td>Alberni Clayoquot Regional District (West Coast Landfill)</td>
<td>Ucluelet</td>
</tr>
<tr>
<td>Alberni Valley Landfill</td>
<td>Port Alberni</td>
</tr>
<tr>
<td>Allied Salvage And Metals Ltd.</td>
<td>Richmond</td>
</tr>
<tr>
<td>ASM Squamish Scrap Metal Ltd.</td>
<td>Squamish</td>
</tr>
<tr>
<td>Thorsen Creek Waste &amp; Recycling Depot</td>
<td>Bella Coola</td>
</tr>
<tr>
<td>Capt’n Crunch Auto Wrecking Ltd.</td>
<td>Abbotsford</td>
</tr>
<tr>
<td>ABC Metals Recycling</td>
<td>Campbell River</td>
</tr>
<tr>
<td>ABC Metals Recycling</td>
<td>Burnaby</td>
</tr>
<tr>
<td>ABC Metals Recycling</td>
<td>Prince George</td>
</tr>
<tr>
<td>ABC Metals Recycling</td>
<td>Surrey</td>
</tr>
<tr>
<td>ABC Metals Recycling</td>
<td>Kelowna</td>
</tr>
<tr>
<td>ABC Metals Recycling</td>
<td>Terrace</td>
</tr>
<tr>
<td>ABC Metals Recycling</td>
<td>Fort St. John</td>
</tr>
<tr>
<td>ABC Metals Recycling</td>
<td>Nanaimo</td>
</tr>
<tr>
<td>Schnitzer Steel</td>
<td>Cassidy</td>
</tr>
<tr>
<td>Schnitzer Steel</td>
<td>Campbell River</td>
</tr>
<tr>
<td>Schnitzer Steel</td>
<td>Victoria</td>
</tr>
<tr>
<td>Schnitzer Steel</td>
<td>Surrey</td>
</tr>
<tr>
<td>Schnitzer Steel</td>
<td>Duncan</td>
</tr>
<tr>
<td>Williams Scrap Metal Recycling</td>
<td>Victoria</td>
</tr>
</tbody>
</table>
Performance Monitoring and Reporting Commitments

Performance Measures

| Environmental Management Metrics | • Volumes of ODS removal facilitated by the MARR program |

Performance Targets

A performance target will be determined once an initial baseline is established.

Reporting Commitments

MARR commits to reporting annually on the following:

• Efforts taken by or on behalf of producers to reduce environmental impacts throughout the product life cycle and to increase reusability or recyclability at the end of the life cycle.
• A description of how the recovered product was managed in accordance with the pollution prevention hierarchy, including:
  o Conformance with acceptable product and/or material end disposition.
  o Program environmental and safety risk management practices and due diligence processes for the collection and processing of product(s) and/or material(s).
• A status update with respect to industry adoption of the major appliance processing standard.
10. Dispute Resolution

Should any disputes arise involving MARR with respect to the implementation of the product stewardship plan, MARR will first discuss the issue directly with the involved party, and may pursue standard commercial legal procedures should the need arise, including mediation, arbitration and civil proceedings, where necessary.

In addition, MARR is currently conducting a compliance, Agency Appointment Agreement and policies review. A formal dispute resolution process may be developed and integrated into its agreements and policies as a result of this review.
11. Performance Monitoring and Reporting Commitments

The following table summarizes the performance monitoring and reporting commitments outlined in this stewardship plan.

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Target and/or Reporting Commitments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Governance</strong></td>
<td></td>
</tr>
<tr>
<td>Changes to Operating Structure and Board of Directors</td>
<td>Report annually</td>
</tr>
<tr>
<td><strong>Collection System and Consumer Accessibility</strong></td>
<td></td>
</tr>
<tr>
<td>- Capture rate:</td>
<td></td>
</tr>
<tr>
<td>- Estimated weight of products collected divided by the estimated weight of products “available to collect”</td>
<td>Achieve a capture rate of more than 90 percent for major appliances in BC. Following one year of operating under the qualified collector framework, MARR will report out on the total number of units collected by product type.</td>
</tr>
<tr>
<td>- <strong>Note:</strong> this measure aligns with the third-party assurance for non-financial information</td>
<td></td>
</tr>
<tr>
<td>- Collection accessibility:</td>
<td></td>
</tr>
<tr>
<td>- Number of facilities province-wide</td>
<td>Achieve accessibility to free drop-off locations for more than 90 percent of the BC population to which the Stewardship Agencies of BC Standard applies.</td>
</tr>
<tr>
<td>- Number of facilities providing free-access province-wide</td>
<td></td>
</tr>
<tr>
<td>- Facilities for each regional district</td>
<td></td>
</tr>
<tr>
<td>- Rural/urban regions</td>
<td></td>
</tr>
<tr>
<td>- Different types of products</td>
<td></td>
</tr>
<tr>
<td>- The total amount of the producer’s product sold</td>
<td>Report annually.</td>
</tr>
<tr>
<td>- The total amount of the producer’s product collected</td>
<td></td>
</tr>
<tr>
<td>- The total amount of the product recovered in each regional district</td>
<td></td>
</tr>
<tr>
<td>- The total amount of the product recovered per capita for each regional district and for the province</td>
<td></td>
</tr>
<tr>
<td>- The varying collection performance for the sub-categories of products covered under the stewardship plan and the actions that will be taken to increase the collection of these products</td>
<td></td>
</tr>
<tr>
<td>- The location of collection facilities, and any changes in the number and location of collection facilities from the previous report</td>
<td></td>
</tr>
<tr>
<td>- Identified under-served areas or regions with lower than average collection and the actions that will be taken to address collection in</td>
<td></td>
</tr>
</tbody>
</table>
underserved areas (e.g., funded collection and awareness events, etc.)
- Information from local government waste composition analysis identifying the kilos per capita for program materials (if or as available)

<table>
<thead>
<tr>
<th>Consumer Awareness</th>
</tr>
</thead>
</table>
| • Percentage of surveyed adults in British Columbia that are aware of a program for safely recycling and disposing of large appliances.  
  
  MARR will target continuous improvement with respect to consumer awareness, aiming to achieve a consumer awareness target over 2016 baseline values over the term of the plan. |
| MARR will report on the program’s educational materials and strategies, as well as:  
  - The number of unique visitors to MARR’s website  
  - The number of RCBC inquiries for MARR program materials |
| Report annually. |

<table>
<thead>
<tr>
<th>Financial Management</th>
</tr>
</thead>
</table>
| • An appropriate financial performance measure will be determined within a year following plan approval.  
  
  A performance target will be determined once an initial baseline is established. |
| MARR commits to producing and publishing independently audited financial statements annually, detailing:  
  - Revenues and expenditures for any fees associated with the approved stewardship plan that are charged separately and identified on the consumer receipt of sale. |
| Report annually. |

<table>
<thead>
<tr>
<th>Environmental Management</th>
</tr>
</thead>
</table>
| • Volumes of ODS removal facilitated by the MARR program  
  
  A performance target will be determined once an initial baseline is established.  
  
  Following one year of operating under the qualified collector framework, MARR will report out on the total volume of ODS collected. |
| • Efforts taken by or on behalf of the producer to reduce environmental impacts throughout the product life cycle and to increase reusability or recyclability at the end of the life cycle  
  
  Collectors will be required to adopt the MARR Processing Standard for Recyclers of Major Appliances in order to become Qualified Collectors and be eligible to receive incentives.  
  
  A description of how the recovered product was managed in accordance with the pollution prevention hierarchy, including: |

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16 This information will likely be obtained through a survey administered every three years by the Stewardship Agencies of BC.
<table>
<thead>
<tr>
<th>Conformance with acceptable product and/or material end disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program environmental and safety risk management practices and due diligence processes for the collection and processing of product(s) and/or material(s)</td>
</tr>
<tr>
<td>A status update with respect to industry adoption of the major appliance processing standard</td>
</tr>
</tbody>
</table>
APPENDIX A: Consultation Summary

The following stakeholder groups were consulted during the stewardship planning process:

1. **Retailers and Manufacturers**, representing MARR member producers.
2. **Local Governments**, representing regional districts, municipalities and First Nation governments.
3. **Metal Recyclers/Processors**, including companies involved in scrap metal collection, processing, consolidation and resale, as well as service providers trained in the removal of harmful substances from end-of-life major appliances.
4. **Non-Profit Organizations**, including those involved in the recycling system in BC.
5. **Other stakeholders**, including representatives from the provincial government and other interested parties.

A summary of consultation activities and proceedings, as well as responses to feedback received on the draft stewardship plan, are included in the following sections.

**Initial Cycle of Consultations**

Prior to drafting the updated stewardship plan, over the period of April 25th to May 30th, 2017, MARR undertook early consultation efforts that informed the development and direction of the plan. This included the following:
- A webinar focus group with the Local Government Advisory Council (LGAC);
- Interviews with metal recyclers/processors and ODS removal contractors; and
- A webinar focus group with representatives from First Nations communities.

A summary of the comments that emerged from these early consultations is included in the tables below.

<table>
<thead>
<tr>
<th>Local Government Advisory Council Webinar Focus Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participants noted the following with respect to the management of end-of-life major appliances:</td>
</tr>
<tr>
<td>• The transportation of recyclables, including the availability and frequency of metal pickup, is influenced by cost, storage and geographic factors.</td>
</tr>
<tr>
<td>• Fluctuations in metal market prices can lead to rural and remote communities viewing scrap metal from major appliances as a liability rather than an asset.</td>
</tr>
<tr>
<td>• The storage of recyclable appliances in urban areas is impacted by the availability of space, and in rural and remote communities there can be stockpiling due to challenges around ODS removal as well as transportation.</td>
</tr>
<tr>
<td>• The disposal of hazardous substances, particularly in rural and remote communities, depends in part on the access to ODS removal contractors.</td>
</tr>
<tr>
<td>• Illegal dumping in urban areas can be a transportation related issue, while others perceive this as a public awareness along with education challenge.</td>
</tr>
</tbody>
</table>
Interviews with Metal Recyclers/Processors and ODS Removal Contractors

These interviews suggested that:

- There is little financial benefit to handle ODS containing appliances, as reflected in these same appliances not being accepted by all metal recyclers and processors. This may also be a factor preventing new entrants in seeking the necessary qualifications.
- Compliance within the industry could be improved with respect to the removal of hazardous substances prior to processing.

First Nations Webinar Focus Group

Participants noted that:

- There are challenges with the removal of hazardous substances from end-of-life major appliances, as well as more broadly around the handling and storage of recyclables in remote communities.
- Transportation of recyclable major appliances is impacted by communities incurring costs in collection, processing and transportation.
- Low metal market prices combined with the long distance between communities and recyclers and salvagers, makes it difficult to recuperate costs.

In response to the above feedback, MARR outlined two key commitments in the draft stewardship plan to enhance the existing collection system for major appliances in BC. As outlined in Section 6, these commitments include the following:

1. **MARR will establish and provide an incentive program to mitigate market barriers to the removal of ODS from major appliances dropped off at local government collection sites.** This will allow the products to be crushed or shredded on site for easier transportation to metal recyclers, and will also allow for improved data and reporting with respect to the number of appliances processed and collected.

   In addition to these steps, **MARR will compile and maintain a list of trained ODS removal technicians, along with their regional service coverage, and will post this information on the MARR website.**

2. **MARR will work to remove barriers related to transport associated with the collection and pick-up of appliances and scrap metal (resulting from the compaction or shredding of major appliances) from local government collection sites.** Of concern is the issue that products are currently being “stockpiled” in rural and remote areas of the province.

Recognizing that BC’s geography is varied, and having heard from local governments that they have differing needs based upon their location, MARR will operationalize these commitments in close consultation with impacted local governments. This is a recognition that one solution may not work for all communities, and that different communities have different operational models and requirements.
Second Cycle of Consultation on the Draft Plan

Following the initial consultation, the plan was drafted and posted online for public comment between June 5th and June 23rd, 2017. MARR consulted with a range of stakeholder groups during this period to discuss the draft plan and collect feedback for consideration, taking the form of:

- An online webinar consultation session with members of the BC Product Stewardship Council;
- An online webinar and in-person consultation session with members of the interested public, including representatives from retailers and manufacturers, metal recyclers/processors, local government, provincial government, non-profit organizations and others;
- A follow-up teleconference with the Local Government Advisory Council (LGAC); and
- Written submissions received by email.

The webinar and in-person consultation sessions included a series of polling questions with respect to the commitments outlined in the draft plan. In total, 57 participants provided responses to the polling questions.

As part of the polling, participants were asked to indicate the extent to which each of the following commitments was important to include in the plan. Those commitments with the greatest support from stakeholders included the provision of an incentive for ODS removal (62 percent indicating this as “extremely important” to include in the plan), and addressing barriers to transportation (56 percent indicating this as “extremely important” to include in the plan).

1. Commitment to establish an incentive program to mitigate barriers to the removal of ozone depleting substances (ODS)

2. Commitment to maintain a list of trained ODS removal technicians
3. **Commitment to address barriers to transport major appliances from local government waste disposal sites**

- Extremely important for MARR to include in the plan: 56%
- Important for MARR to include in the plan: 42%
- Not that important for MARR to include in the plan: 2%

4. **Commitment to advance consumer awareness of major appliance recycling**

- Extremely important for MARR to include in the plan: 43%
- Important for MARR to include in the plan: 47%
- Not that important for MARR to include in the plan: 10%

5. **Commitment to report on how industry manages environmental impacts**

- Extremely important for MARR to include in the plan: 34%
- Important for MARR to include in the plan: 48%
- Not that important for MARR to include in the plan: 18%

6. **Commitment to encourage and report on the adoption of the voluntary processing standard**

- Extremely important for MARR to include in the plan: 20%
- Important for MARR to include in the plan: 54%
- Not that important for MARR to include in the plan: 26%
Additional feedback received from stakeholders during consultation on the draft stewardship plan is summarized in the following tables, along with MARR’s consideration of and response to the feedback in finalizing the plan.

<table>
<thead>
<tr>
<th>BC Product Stewardship Council Consultation Session (Webinar)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Feedback Received on Draft Stewardship Plan</strong></td>
</tr>
<tr>
<td>• Participants indicated that a commitment to establish a program to mitigate barriers to the removal of ODS, while important to include in the plan, should be clarified including specific reference to financial incentives.</td>
</tr>
<tr>
<td>• Some participants noted that they are required to go to tender to seek contractor services for ODS removal, so a list of these contractors would be minimally helpful, while others noted they could reference an approved list.</td>
</tr>
<tr>
<td>• Participants noted they were looking for additional details in relation to MARR’s commitment around addressing transportation challenges for local governments, suggesting MARR look to a model in which local governments collect end-of-life appliances for a fee, and MARR assumes responsibility for transporting them to processors while also taking on the risks associated with metal market fluctuations.</td>
</tr>
<tr>
<td>• As an Extended Producer Responsibility program, it was raised that MARR should not be advertising facilities unless they are at no cost (i.e. currently MARR’s website directs consumers to local depots that may charge tipping fees and ODS removal fees and are not free for consumers to access). Furthermore, it was noted that illegal dumping (while a legal matter) would be reduced if governments or private businesses were able to provide a sustainable and free drop off service for materials covered by the program. Lastly, it was suggested that for customers wishing to learn about the disposal/recycling fees for MARR program materials, the disclaimer that is inserted below the map on the Collection Site is reviewed.</td>
</tr>
</tbody>
</table>
### BC Product Stewardship Council Consultation Session (Webinar)

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<th>Feedback Received on Draft Stewardship Plan</th>
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<tbody>
<tr>
<td>Locator be clearly communicated and inserted in the “Consumers–How to Recycle” page of the MARR website.</td>
<td></td>
</tr>
<tr>
<td>• Participants suggested that commitments on reporting industry initiatives to manage environmental impacts are not as important as addressing cost-related issues for local governments including regional districts.</td>
<td>MARR recognizes the importance of cost-related issues for local governments, and have made commitments in the plan to work towards alleviating some of these challenges.</td>
</tr>
<tr>
<td>• Participants viewed the voluntary processing standard as secondary or lower in importance relative to addressing the cost-related issues for local governments including regional districts.</td>
<td>MARR recognizes the importance of cost-related issues for local governments, and intends to work in consultation with local governments on the implementation of commitments included in the plan.</td>
</tr>
<tr>
<td>• Participants expressed concern with respect to the reporting accuracy of MARR’s stewardship plan as it relates to collection estimates with a related comment being that it would also be useful to see unit recovery rates posted rather than percentages.</td>
<td>MARR’s collection estimates are based on the System Study Update conducted annually, with data collected from a sample of collection facilities. Estimated total volumes of collected material by weight are reported as part of the System Study Update.</td>
</tr>
<tr>
<td>• A participant suggested that the MARR plan include additional studies for tracking the product pathways that are not directly managed by the stewardship program, such as behavioural surveys and waste composition studies.</td>
<td>MARR conducts a System Study Update annually that reports on the estimated weight of products collected through unmanaged pathways. MARR also has access to waste composition studies commissioned by the Stewardship Agencies of BC, and will monitor these reports for products covered under the stewardship plan.</td>
</tr>
<tr>
<td>• A local government participant highlighted how annual recycling data is provided to their Board and communities by the end of March each year, thus it would be helpful to obtain the stewardship earlier rather than in June or July.</td>
<td>The timelines for reporting on the MARR program follows the requirements set by the Ministry of Environment, and is not determined independently by MARR.</td>
</tr>
</tbody>
</table>

### Public Consultation Session (Webinar)

<table>
<thead>
<tr>
<th>Feedback Received on Draft Stewardship Plan</th>
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</thead>
<tbody>
<tr>
<td>• Participants suggested that the commitment to establish an incentive program to mitigate ODS removal costs:</td>
<td>MARR will work with the affected stakeholders in the implementation of the ODS incentive program, as it is recognized that the needs of local governments may vary due to regional and other differences. Further, the commitment to provide an incentive for ODS removal is intended to enhance the performance of the</td>
</tr>
<tr>
<td>o Needs to consider the circumstances of local governments including regional districts (e.g., a local government participant indicated they want to continue collecting major</td>
<td></td>
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**BC Major Appliance Stewardship Plan**  
36 | Page
### Public Consultation Session (Webinar)

<table>
<thead>
<tr>
<th>Feedback Received on Draft Stewardship Plan</th>
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</table>
| household appliances at local depots, but the costs make it a challenge).  
  o Is an area in which MARR can do more as many local governments are incurring the costs or passing costs onto consumers (e.g., tipping fees, ODS removal fees). | existing system, including accessibility to free drop off facilities.                                                                                                                                               |
| • Participants noted the commitment to maintain a list of trained ODS removal technicians will be helpful to some local governments; and, that while a number of local governments would like to see MARR contracting directly with ODS removal technicians and paying the costs for removal, others already have qualified staff who received the necessary training. | MARR recognizes that BC has a diverse geography and local governments across the province will have different needs. MARR will consult with affected stakeholder on the implementation of plan commitments, and will consider options to support local governments that currently contract this service, as well as those with qualified technicians. |
| • While participants were in support of a commitment to address barriers to transport major appliances from local government collection sites, they suggested it was not specific enough (e.g., an action plan could be described for this item). | MARR recognizes the challenges incurred by local governments in transporting end-of-life major appliances, and notes that these challenges are expected to differ across local governments. MARR intends to work with impacted parties to identify potential implementation options to remove transportation barriers, recognizing that one solution may not work for all. |
| • Participants noted a lack of specificity around the plan’s consumer awareness commitment, suggesting it would be helpful to know if the commitment refers to advancing awareness on (1) where to recycle, or (2) awareness of MARR as a stewardship organization. It was also suggested that the plan should include more detail around how MARR plans to undertake the commitment. | The draft plan has been revised to include a detailed consumer awareness performance measure and related targets, based on survey data available through the Stewardship Agencies of BC. Specific actions towards achieving the targets will be determined upon implementation of the plan. |
| • Participants suggested that the commitment to report on how industry manages environmental impacts is critical; and that MARR should draw alignment between the administrative program fees it collects and how this relates to environmental impacts. | MARR will continue to report on how industry manages environmental impacts. Future reporting will also include information on volumes of ODS removal facilitated through the program. |
| • Session participants noted there is not enough awareness of the voluntary processing standard. It was suggested that the voluntary | Initially, the intention was to have collectors of major appliances (retailers, municipalities, etc.) agree to decommission the appliances they |
### Public Consultation Session (Webinar)

<table>
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<tbody>
<tr>
<td>The standard should be made mandatory, reaffirming the commitment to the environment. Metal recyclers/processors expressed some concern with respect to industry compliance with the standard, but also noted how materials are being handled safely and in compliance with all legislated processing requirements.</td>
<td>Collect in accordance with the standard, or require their processors to whom they sell or provide their appliances to be certified against the standard. MARR will continue to educate processors on the Voluntary Processing Standard, and on the proper handling of substances of concern.</td>
</tr>
<tr>
<td>- A concern was raised with regard to the reporting out on the volume of recyclables collected in the absence of all collectors submitting their numbers to MARR. Local government participants also expressed concern about system accessibility as many facilities charge tipping fees.</td>
<td>The collection estimates reported are based on data from a sample of collection facilities. Moving forward, and as the plan commitments are operationalized, MARR intends to provide enhanced reporting on materials collected through the program (e.g. volumes of ODS removal). Further to this, and as noted in Section 6, MARR is committed to improving the existing collection system including ensuring reasonable and free consumer access to collection facilities.</td>
</tr>
<tr>
<td>- Participants reiterated how the value of scrap metal can make it difficult to recoup costs incurred through collection; and, that MARR should take on more ownership over the collection and transportation of end-of-life major appliances (e.g., providing depots with a collectors fee).</td>
<td>MARR recognizes the challenges incurred by local governments in managing transportation costs and metal market fluctuations. MARR intends to work with impacted parties to identify potential implementation options in alleviating transportation barriers, recognizing that one solution may not work for all.</td>
</tr>
</tbody>
</table>

### Recycling Council of BC Conference Consultation Session (In-Person)

<table>
<thead>
<tr>
<th>Feedback Received on Draft Stewardship Plan</th>
<th>Response from MARR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participants suggested that providing an incentive program for ODS removal was an important step for MARR, but wanted more details about the incentive, along with the assurance that the incentive program would cover the full costs of administering the program and be tailored for different regions of the province.</td>
<td>Recognizing that BC has a diverse geography and local governments across the province have different needs, MARR understands that an effective incentive program wouldn’t necessarily be ‘one size fits all’. MARR will work with the affected stakeholders to operationalize the incentive program for ODS removal, and has included language to support this in the finalization of the plan.</td>
</tr>
<tr>
<td>Participants indicated that maintaining a list of trained ODS removal contractors was an important activity for MARR to undertake, but cautioned that training of ODS removal technicians may not solve the issue, given that there may not be enough work to sustain the MARR understands the complexities with respect to the accessibility of trained service providers, and will work with local governments to develop an incentive program that alleviates some of challenges with respect to ODS removal. MARR will also review the</td>
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</tbody>
</table>
**Recycling Council of BC Conference Consultation Session (In-Person)**

<table>
<thead>
<tr>
<th>Feedback Received on Draft Stewardship Plan</th>
<th>Response from MARR</th>
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</thead>
<tbody>
<tr>
<td>business. Other participants suggested that ODS removal should be entirely MARR’s responsibility.</td>
<td>Implementation of this commitment with respect to the achievement of desired results, and may adjust the program over time to better suit the needs of system stakeholders.</td>
</tr>
<tr>
<td>• MARR’s commitment to remove barriers to transportation was seen by all participants as important to include in the plan. Some participants suggested that transportation is not a “barrier” for local governments, but rather is a cost that is being borne by local governments from handling scrap metal, which is influenced in turn by market price fluctuations. For others, it was a matter of MARR taking responsibility for materials, with the participation of local governments as optional.</td>
<td>MARR recognizes that local governments may incur costs associated with the transportation of appliances from their collection sites, and that such costs associated with transportation will differ across the province. MARR intends to work with impacted parties to identify potential implementation options for removing transportation barriers, recognizing that one solution may not work for all. In addition, MARR will review the implementation on an ongoing basis to ensure it is addressing stakeholder needs while improving the performance of the current system.</td>
</tr>
<tr>
<td>• It was questioned how the MARR program will address non-government, non-profit depots that accept major appliances.</td>
<td>Non-government, non-profit depots represent a relatively small percentage of the current collection system. The immediate priority for MARR in the current plan is in addressing the challenges that relate to collection facilities operated by local governments, in order to maintain the strong performance of the current system with respect to accessibility, collection and capture rates.</td>
</tr>
<tr>
<td>• Consumer awareness was a priority for most participants based on polling, although some perceived the current level of public awareness to be sufficient. Participants suggested that MARR should increase consumer awareness through promotion of less-known products covered by the stewardship program.</td>
<td>MARR intends to further consumer awareness through the commitments outlined in this plan, and will report annually on the program’s educational materials and related strategies.</td>
</tr>
<tr>
<td>• Reporting on how industry manages environmental impacts was seen as somewhat important for MARR to focus on, with related suggestions to set an advanced disposal fee that covers all aspects of handling of end-of-life materials. Concern was also expressed that energy star appliances are increasingly composed of non-metal material (plastic and foam), and that repair costs may prevent products from second use.</td>
<td>MARR will continue to report on how products are managed according to the pollution prevention hierarchy, including Design for the Environment principles, as well as secondary use and material end fates. MARR also recognizes that producers play a role in reducing the costs and environmental impacts associated with end-of-life recycling (e.g., the transition towards the use of new no-to-low Global Warming Potential refrigerant technologies).</td>
</tr>
</tbody>
</table>
### Recycling Council of BC Conference Consultation Session (In-Person)

#### Feedback Received on Draft Stewardship Plan

<table>
<thead>
<tr>
<th>Commitment</th>
<th>Response from MARR</th>
</tr>
</thead>
<tbody>
<tr>
<td>The commitment to report on the voluntary processing standard was seen as important, however most stakeholders, including manufacturers, would like to see a mandatory processing standard in place coupled with the knowledge that processors are following regulations.</td>
<td>Initially, the intention was to have collectors of major appliances (retailers, municipalities, etc.) agree to decommission the appliances they collect in accordance with the standard, or require their processors to whom they sell or provide their appliances to be certified against the standard. MARR will continue to educate processors on the Voluntary Processing Standard, and on the proper handling of substances of concern.</td>
</tr>
<tr>
<td>Concern was expressed over the reporting of diversion rates given available data, particularly in situations where appliances are piled, crushed and bailed.</td>
<td>MARR’s collection estimates are based on the System Study Update conducted annually, with data collected from a sample of collection facilities. The weight of materials is used as it is difficult to track unit appliances collected for these reasons.</td>
</tr>
<tr>
<td>For urban areas, it was questioned how the incentives may be applied when recyclers collect, pick up, maintain and resell appliances to residents.</td>
<td>The commitments in the plan relate to the end-of-life processing of major appliances, and therefore are not intended to address secondary use and repair. MARR recognizes that there is an effective existing market-based system in place for secondary use, especially in urban areas of the province.</td>
</tr>
</tbody>
</table>

#### Written Submissions to Public Posting of Draft Plan

<table>
<thead>
<tr>
<th>Feedback Received on Draft Stewardship Plan</th>
<th>Response from MARR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Several respondents noted support for MARR to undertake a communications campaign to increase awareness of the program at point of sale, and to target the illegal dumping of appliances.</td>
<td>MARR plans to increase consumer awareness through the commitments outlined in this plan. MARR will report annually on the program’s educational materials, strategies and program priorities. Dumping is a criminal activity, and outside the direct responsibility of MARR as a stewardship agency.</td>
</tr>
<tr>
<td>A number of respondents noted administrative program fees as an area to revisit, notably the alignment between the fees being collected and MARR’s stewardship activities, while retailers also stressed the need to keep the eco-fee affordable.</td>
<td>Rates for administrative program fees are set by MARR and are subject to change as needed to address changing program costs and commitments. MARR acknowledges that transparency with respect to program costs is important to stakeholders, including consumers, and will ensure any changes to administrative program fees are communicated appropriately.</td>
</tr>
<tr>
<td>A few local government respondents noted concern around the illegal dumping of appliances, with some suggesting this is an illegal dumping is by its very nature a criminal activity, and outside the direct responsibility of MARR as a stewardship agency.</td>
<td>Though, as</td>
</tr>
</tbody>
</table>
### Written Submissions to Public Posting of Draft Plan

<table>
<thead>
<tr>
<th>Feedback Received on Draft Stewardship Plan</th>
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</tr>
</thead>
<tbody>
<tr>
<td>increasing problem. A specific area of note were the costs associated with illegal dumping and whether local governments would be compensated for collection.</td>
<td>noted in Section 6, MARR is committed to improving the existing collection system and in ensuring reasonable and free consumer access to collection facilities which in turn may help alleviate the challenge of illegal dumping.</td>
</tr>
<tr>
<td>• Several respondents noted a need to better track recovery rates, moving from estimates to more accurate statistics on the collection and recycling of end-of-life major appliances (i.e., collectors and depots have not been asked to keep records or report to MARR on volumes and reporting incentives are not offered). A few municipalities were willing to work in partnership with MARR to achieve better tracking through a formalized collection process.</td>
<td>The collection estimates reported are based on data collected from a sample of collection facilities. Moving forward, and as the plan commitments are operationalized, MARR intends to provide enhanced reporting on materials collected through the program (e.g. volumes of ODS removal).</td>
</tr>
<tr>
<td>• A number of local government respondents suggested cost recovery was a challenge, particularly for more remote regions. These respondents noted they often take on the cost of scrap metal removal, relying on the charging of tipping fees, ODS removal fees, and sometimes metal market prices to recoup the expense of collection, storage, decommissioning and transport of end-of-life major appliances. Added to this was the concern that scrap metal prices may not fully mitigate the costs incurred in collecting MARR program materials.</td>
<td>MARR recognizes the importance of cost-related challenges for local governments including regional districts, and plans to work with local governments in the implementation of the plan towards alleviating some of these challenges.</td>
</tr>
<tr>
<td>• A few written submissions noted geographic challenges unique to more remote areas of BC, with recyclers unwilling to pick up scrap metal, difficulties accessing ODS removal services, and the high cost of ODS removal and transportation of end-of-life major appliances.</td>
<td>Recognizing that BC has a diverse geography and local governments across the province have different needs, MARR plans to consult with affected stakeholders on the implementation of plan commitments, and will consider options to support local governments with respect to ODS removal and transportation barriers.</td>
</tr>
<tr>
<td>• A few responses addressed the voluntary processing standard, suggesting that MARR move toward a mandatory standard that is monitored and enforced. There were also suggestions that MARR develop a best practices policy for the safe disposal of appliances covered under the stewardship plan.</td>
<td>MARR will continue to consult with stakeholders on this topic, and, in the implementation of the plan, may consider options that include defined processing standards for ODS removal that is facilitated by the program.</td>
</tr>
<tr>
<td><strong>Written Submissions to Public Posting of Draft Plan</strong></td>
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<tr>
<td><strong>Feedback Received on Draft Stewardship Plan</strong></td>
<td><strong>Response from MARR</strong></td>
</tr>
<tr>
<td>• There was expressed interest from respondents in the commitment to develop an incentive for ODS removal, with local governments suggesting the need for a financial incentive, cost recovery, and/or education and training in ODS removal offered.</td>
<td>The commitment to provide an incentive for ODS removal is intended to enhance the performance of the existing system, and MARR intends to work with stakeholders to implement the ODS incentive program to ensure it meets the needs of affected stakeholders.</td>
</tr>
</tbody>
</table>
# APPENDIX B: Drop off Sites

Table B-1: Collection Sites that Accept All MARR Program Products (2017)

<table>
<thead>
<tr>
<th>Collection Site</th>
<th>City</th>
<th>Regional District</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACRD Recycling Depot</td>
<td>Port Alberni</td>
<td>Alberni-Clayoquot</td>
<td>Municipal</td>
</tr>
<tr>
<td>Alberni Foundry Ltd</td>
<td>Port Alberni</td>
<td>Alberni-Clayoquot</td>
<td>Municipal</td>
</tr>
<tr>
<td>Alberni Valley Landfill</td>
<td>Port Alberni</td>
<td>Alberni-Clayoquot</td>
<td>Municipal</td>
</tr>
<tr>
<td>Sherwood Auto Parts</td>
<td>Port Alberni</td>
<td>Alberni-Clayoquot</td>
<td>Private</td>
</tr>
<tr>
<td>West Coast Landfill</td>
<td>Ucluelet</td>
<td>Alberni-Clayoquot</td>
<td>Municipal</td>
</tr>
<tr>
<td>Area ‘D’ Transfer Station</td>
<td>Fraser Lake</td>
<td>Bulkley-Nechako</td>
<td>Municipal</td>
</tr>
<tr>
<td>Burns Lake Transfer Station</td>
<td>Burns Lake</td>
<td>Bulkley-Nechako</td>
<td>Municipal</td>
</tr>
<tr>
<td>Fort St. James Transfer Station</td>
<td>Fort St James</td>
<td>Bulkley-Nechako</td>
<td>Municipal</td>
</tr>
<tr>
<td>Granisle Transfer Station</td>
<td>Granisle</td>
<td>Bulkley-Nechako</td>
<td>Municipal</td>
</tr>
<tr>
<td>Knockholt Sub-Regional Landfill</td>
<td>Houston</td>
<td>Bulkley-Nechako</td>
<td>Municipal</td>
</tr>
<tr>
<td>Smithers-Telkwa Transfer Station</td>
<td>Smithers</td>
<td>Bulkley-Nechako</td>
<td>Municipal</td>
</tr>
<tr>
<td>Southside Transfer Station</td>
<td>Grassy Plains</td>
<td>Bulkley-Nechako</td>
<td>Municipal</td>
</tr>
<tr>
<td>Vanderhoof Transfer Station</td>
<td>Vanderhoof</td>
<td>Bulkley-Nechako</td>
<td>Municipal</td>
</tr>
<tr>
<td>Brentwood Auto and Metal Recyclers</td>
<td>Saanichton</td>
<td>Capital</td>
<td>Private</td>
</tr>
<tr>
<td>Galiano Recycling</td>
<td>Galiano Island</td>
<td>Capital</td>
<td>Municipal</td>
</tr>
<tr>
<td>Hartland Landfill</td>
<td>Saanich, BC</td>
<td>Capital</td>
<td>Municipal</td>
</tr>
<tr>
<td>Pender Island Recycling</td>
<td>Pender Island</td>
<td>Capital</td>
<td>Municipal</td>
</tr>
<tr>
<td>Port Renfrew Recycling Depot</td>
<td>Port Renfrew</td>
<td>Capital</td>
<td>Municipal</td>
</tr>
<tr>
<td>Salt Spring Island Recycling Depot</td>
<td>Saltspring Island</td>
<td>Capital</td>
<td>Municipal</td>
</tr>
<tr>
<td>Westshore Auto Recycling /AMP Disposal</td>
<td>Sooke</td>
<td>Capital</td>
<td>Private</td>
</tr>
<tr>
<td>Williams Scrap Metal Recycling</td>
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Table B-2: Number of Sites that Accept All MARR Program Products by Regional District (2017)

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<td><strong>TOTAL</strong></td>
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Guidance
Recycling Regulation

Third party assurance for non-financial information in annual reports
2017 reporting year

October 2017

Extended Producer Responsibility Section
Environmental Standards Branch
Environmental Protection Division
Contact

Ministry of Environment and Climate Change Strategy, Environmental Standards Branch, Extended Producer Responsibility Section

Email: ExtendedProducerResponsibility@gov.bc.ca
Website: http://www2.gov.bc.ca/gov/content/environment/waste-management/recycling/product-stewardship

Disclaimer

This document is intended to provide guidance in conducting third party assurance for non-financial information in annual reports pursuant to Section 8(2)(h) of the Recycling Regulation made under the Environmental Management Act. This technical guidance in no way supplants, replaces, or amends any of the legal requirements of the Recycling Regulation. Conversely, an omission or truncation of regulatory requirements in this technical guidance does not relieve producers or other parties of their legal obligation to fully comply with all regulatory requirements.
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1 B.C. Product Stewardship

The Recycling Regulation (the Regulation), under authority of the Environmental Management Act, sets out the requirements for Product Stewardship in B.C., also known as Extended Producer Responsibility. This approach is based on industry and consumers taking full responsibility for the products they produce and use throughout the product’s life cycle, including recycling.

The Regulation provides a framework for establishing stewardship programs, which are industry-led and include specific product categories. In some cases, producers of designated products appoint a stewardship agency to act on their behalf. A producer may appoint a stewardship agency to undertake their duties that include, but are not limited to preparing a stewardship plan, implementing and managing their program, and reporting annually on performance.

Visit the Product Stewardship web page for more information.

2 Purpose of the Assurance Report

To ensure regulatory requirements are met and the environment is protected, the Ministry reviews and approves stewardship plans and annual reports, and conducts compliance and enforcement actions where necessary. Since July 2013, the Ministry requires that an independent third party assures key non-financial information in annual reports in order to continuously improve credibility and transparency in stewardship program reporting. External assurance or verification of stewardship programs’ reports shall provide both report readers and internal stewardship program managers with increased confidence in the quality of data and records. This also supports the Ministry’s assessment of whether non-financial information reported in annual reports meets reporting obligations under the Recycling Regulation.

In addition to the non-financial third party assurance, producers are also required to submit independently audited financial statements for deposits or fees they charge consumers that are shown on the consumers sales receipt (refer to Section 8(2)(f) of the Regulation). While third party assurance of non-financial reporting shares similarities with auditing financial reports, there are some important differences. It is clear what financial reporting is intended to measure and there are long-established procedures for financial accounting; whereas, non-financial reporting covers more diverse activities with a greater variety of metrics. Relevant measures may vary by sector, program or product.1

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1 Adapted from the External Assurance of Sustainability Reporting by the Global Reporting Initiative
3 Assurance Requirements

Producers, and if applicable their stewardship agency, operating under Part 2 of the Regulation with an approved stewardship plan must ensure their assurance engagement (that is, the process of gaining third party assurance on your annual report) is conducted in accordance with the requirements in this document. Third party assurance for non-financial information in annual reports is required through Section 8(2)(h) of the Regulation.

Producers that do not have an approved stewardship plan must report under Part 3 of the Regulation. This document should be referenced as good guidance, but does not specifically address the regulatory audit requirements specified in Section 14(2)(f) of the Regulation.

3.1 Annual report due date

Under Section 8 of the Regulation, producers are required to submit to the Ministry an annual report for the previous year on or before July 1st, including the assurance report submitted as an attachment.

3.2 Applicable assurance standards

All assurance reports must be prepared in accordance with the International Standard on Assurance Engagements 3000 Revised (ISAE 3000), Assurance Engagements Other than Audits or Reviews of Historical Financial Information published by the International Federation of Accountants.

The assurance report must explicitly reference conformance with ISAE 3000. To the extent that additional assurance standards are determined to be appropriate for use, these shall also be referred to within the assurance report but do not replace the requirement to explicitly reference conformance with ISAE 3000.

3.3 Required level of assurance

A reasonable level of assurance is required as described in ISAE 3000.

General information

A reasonable level of assurance is described as a direct, factual statement expressing the assurance opinion of the qualified assurance practitioner regarding the non-financial information reported. Canadian assurance standards define reasonable assurance as a high, but not absolute, level of assurance. To express an opinion with a reasonable level of assurance, the assurance practitioner must use professional judgement to obtain sufficient appropriate evidence that minimizes the risk of error.

---

2 Web page: International Standard on Assurance Engagements 3000 Revised, Assurance Engagements Other than Audits or Reviews of Historical Financial Information
3 CPA Canada Handbook – Assurance (2014), Chartered Professional Accountants of Canada
3.4 Assurance practitioner qualifications

A Chartered Professional Accountant must provide the assurance opinion. The assurance provider must be registered in a Canadian jurisdiction and have suitable education, experience, knowledge and understanding of the subject matter.

3.5 Assurance objectives and scope

The assurance engagement is limited to the following four elements of the information required to be included in the annual report under Section 8(2)(b), (d), (e) and (g) of the Regulation:

1. Collection facilities;
2. Product and material management;
3. Product sold, collected and recovery rate; and
4. Performance targets.

Note: The Ministry is conducting a review of the current assurance framework to identify opportunities for improvement. The assurance requirements listed under the heading “2017 reporting year” below are transitional measures and subject to change when the comprehensive review is complete.

These transitional measures were identified through extensive consultation and feedback from stewardship program managers, auditors and Ministry staff. While the assessment of the assurance framework is ongoing, these measures attempt to balance the level of effort and resources required to achieve a reasonable level of assurance with the need for confidence in selected non-financial information reported to the Ministry.
3.5.1 Collection facilities

The objective of the assurance engagement is to assess:

- Whether the location of collection facilities, and any changes in the number and location of collection facilities from the previous report, are fairly stated in the annual report in accordance with Section 8(2)(b) of the Recycling Regulation.

Scope

All collection facilities as defined in Part 1 of the Regulation. The list of collection facilities identified in the annual report should, at a minimum, include the name of the facility and the community where it is located. Alternatively, the facility name can be replaced with “unadvertised”, “private” or similar terminology when the facility location is not identified on the stewardship program’s website or is not publically accessible.

2017 reporting year

Assurance is not required for:

- The Beverage Container Category (Part 1 (a) of the Regulation) where the stewardship program did not contract with the collection facility for services during the reporting year, such as retail stores.
- The Empty Oil Container, Electronic and Electrical, Tire, or Packaging and Printed Paper product categories (Part 1(c) of the Regulation) where the products are recovered using mail-back services and reverse logistics using in-house technicians or warranty returns. For products returned through these types of collection mechanisms, data regarding collection facilities, such as the primary processor or consolidation facility, should not be assured.

Definition

- Collection facility is defined in the Regulation.

Guidance on the development of suitable criteria

Basic testing procedures have been established and applied historically in order to assess the fair presentation of data under the requirements of Section 8(2)(b) of the Regulation. These are presented in Appendix E and may form the basis of the assurance criteria. However, it is important to note that these procedures were not designed to provide a reasonable level of assurance and additional or amended procedures may need to be implemented. For instance, it may be necessary to confirm that the product was actually collected by the facility as part of the process of determining whether the site is a collection facility.
3.5.2 Product and material management

The objective of the assurance engagement is to assess:

- Whether the description of how the recovered product was managed in accordance with the pollution prevention hierarchy under Section 8(2)(d) of the Recycling Regulation is fairly stated in the annual report.

Scope

The description of how recovered product was managed in accordance with the pollution prevention hierarchy for the year as defined in Section 5(3)(d),(e),(f), and (g) of the Regulation, which includes:

- Product reuse;
- Product recycling;
- Recovery of material or energy from the product (e.g., waste to energy); and
- Disposal of the waste from the product in compliance with the Environmental Management Act (e.g., landfill, incineration).

2017 reporting year

1. Assurance is required for stewardship programs that report the “reuse” of a product to the point when the individual product is managed as a commodity. The actual reuse of the product does not need to be demonstrated.

2. The Ministry’s intent is to limit the boundaries for assurance activities where sufficient environmental and safety oversight exists in product and material management.

All stewardship programs within the Electronic and Electrical Product Category where⁴:

- Programs are certified, meeting the R2 Standard; or
- Programs utilized processors approved by the Recycler Qualification Office or certified, meeting the R2 Standard.

Assurance is required on the amount (unit, volume, or weight data) of product or material managed by the stewardship program until it is received at the applicable primary service provider. From this point, assurance is required only for the reported approved material flows and the expected final disposition of materials. Assurance is not required for the actual flow of materials that would be otherwise verified by conducting procedures at facilities. For example, the stewardship program will not need to reconcile the input volumes for a given program to output volumes from facilities captured under the above approval or certification. Assurance can be based on data and information from the primary service provider’s scope of approved materials and processes,

⁴ The Ministry expects that the estimated amount of materials attributable to the identified final disposition will be reported annually, although these estimates are not to be assured.
including the downstream material flow indicating the materials streams generated from the process and the downstream processors to handle those materials (e.g., materials sold as a commodity, used for material or energy recovery, landfilled, incinerated, etc.). Appendix C details which documentation the Recycler Qualification Office may provide to the assurance practitioner.

Stewardship programs managing hazardous wastes where  

- Products or materials are classified or defined as hazardous waste and must be managed according to the rules and standards set out by the Environmental Management Act and the Hazardous Waste Regulation  

I. Assurance guidance for products managed by stewardship programs:  

Assurance is required on the amount (units, volume or weight data) of product or material managed by the stewardship program until it is identified on the applicable government manifest by the stewardship program as the consignor or generator. Assurance is required for the reported material flow and expected final disposition of the materials based on information obtained from the manifest as completed by the consignee after receiving the shipment (e.g., the receiving facility uses flammable liquids for energy recovery, long term storage retort facility, etc.).

II. Assurance guidance for batteries covered under the Lead-acid Battery Product Category:  

Assurance is required on the weight of batteries identified on the applicable government manifest or the Transportation of Dangerous Goods shipping document completed by the consignor or generator. Assurance is required for the reported material flow and expected final disposition of the materials based on information obtained from the manifest or carrier documents as completed by the carrier or consignee, after receiving the shipment (e.g., smelter). For batteries exported from Canada, assurance is required on the weight of batteries, the reported material flow, and expected final disposition as identified on the applicable federal hazardous waste manifest and the consignor’s export permit, or equivalent documentation, issued by Environment Canada under the Canadian Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations.

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5 The Ministry expects that the estimated amount of materials attributable to the identified final dispositions will be reported annually, although these estimates are not assured.
6 Hazardous wastes are defined in the Hazardous Waste Regulation and include “dangerous goods” that are no longer used for their original purpose. For more information refer to:
   - Resources at http://www2.gov.bc.ca/gov/content/environment/waste-management/hazardous-waste/resources
   - Transportation at http://www2.gov.bc.ca/gov/content/environment/waste-management/hazardous-waste/transporting-hazardous-waste
**Guidance on the development of suitable criteria**

The criteria to assess the pollution prevention hierarchy for the management of products, components, and materials to the final disposition must address the processing pathways through to the point where the product, component, or material is handled as a recognized commodity, is destroyed (e.g., through energy recovery), or is disposed of as waste.

It is expected that information disclosed by a stewardship program in an annual report, with respect to the management of products, components, and materials, will include the following:

1. **Identified acceptable final disposition**
   - Information showing what final disposition is acceptable in accordance with the approved stewardship plan and regulation (refer to Table 1 below).

2. **Conformance with acceptable final disposition**
   - Information on the estimated conformance levels achieved with respect to the processing of products, components, and materials in accordance with the identified final disposition (refer to Tables 2a and 2b below).

3. **Degree of certainty over the processing pathways**
   - Information demonstrating the degree of certainty that exists when processing a product in accordance with the reported final disposition. For example, the disclosure of:
     - The proportion of product components and/or materials for each processing pathway, such as the direct transfer to a processor in B.C. or multi-step processing elsewhere in North America; and
     - The nature of the due diligence processes in place to verify the accuracy of the data supplied (e.g., processor inspections, third party audits, etc.) for each processing pathway to support the use of quantitative information on product final disposition.

The ability to provide quantitative information on individual product component and material processing pathways may be limited by the nature of the processing pathways, the number of individual processors within the custody chain, and the willingness of third party processors to provide processing data. Each stewardship program should determine their own criteria for developing quantitative information and should use these criteria to disclose their best estimate of the product final disposition. The basis of information used to determine final disposition must also be disclosed. For example, state if the information is derived solely from a processor questionnaire.

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7 The terms “components” and “materials” are used recognizing that a product may be broken down into distinct components or materials that follow different processing pathways. It will generally be necessary to disclose data separately for the components and materials.
Example approaches to present the findings in the annual report

Table 1: Identified acceptable final disposition

<table>
<thead>
<tr>
<th>Product, Component or Material</th>
<th>Reuse</th>
<th>Recycling</th>
<th>Material Recovery</th>
<th>Energy Recovery</th>
<th>Landfill</th>
<th>Other Waste Disposal (e.g., incineration)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Preferred</td>
<td>Optional</td>
<td>Optional</td>
<td>Optional</td>
<td>Prohibited by Regulation</td>
<td>NA</td>
</tr>
<tr>
<td>B</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>Preferred</td>
<td>Optional</td>
<td>NA</td>
</tr>
</tbody>
</table>

Recycling Regulation 5(3) – pollution prevention is not undertaken at one level unless or until all feasible opportunities for pollution prevention at a higher level has been taken.

Table 2a: Conformance with acceptable final disposition

<table>
<thead>
<tr>
<th>Product, Component, or Material</th>
<th>% of material stream (or other similar)</th>
<th>Qualitative information on the processing methods</th>
<th>Downstream Process &amp; final disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Metals are manually and/or mechanically separated</td>
<td>Recycle – smelting</td>
<td></td>
</tr>
<tr>
<td>Ferrous Metals</td>
<td>Cleaned, sorted and pelletized</td>
<td>Recycled – sold as commodity to markets not in North America</td>
<td></td>
</tr>
<tr>
<td>Identifiable plastic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unidentifiable plastic 1</td>
<td>Sorted</td>
<td>Landfill</td>
<td></td>
</tr>
<tr>
<td>Unidentifiable plastic 2</td>
<td>Sorted</td>
<td>Used for energy recovery in metal smelting</td>
<td></td>
</tr>
</tbody>
</table>

8 The table may be modified to incorporate performance targets from the approved stewardship plan for the management of products at each level of the pollution prevention hierarchy.

9 Define what this column represents for the stewardship program.

10 The annual report must identify the final deposition as one of the following: reuse, recycle, material or energy recovery, or another disposal method such as incineration or landfill.
Table 2b: Conformance with acceptable final disposition

<table>
<thead>
<tr>
<th>Product (optional column)</th>
<th>Product, Component, or Material</th>
<th>Reuse</th>
<th>Recycled</th>
<th>Material recovery</th>
<th>Energy recovery</th>
<th>Landfill</th>
<th>Other Waste Disposal (e.g., Incineration)</th>
<th>Unknown fate (e.g., moisture or dust lost in the process)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A</td>
<td>64%</td>
<td>36%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>69%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.5.3 Product sold, collected and recovery rate

The objective of the assurance engagement is to assess:

- Whether the total amounts of the producer’s product sold and collected and, if applicable, whether the producer’s recovery rate is fairly stated in the annual report in accordance with Section 8(2)(e) of the Recycling Regulation.

Scope

All of the products that are sold and collected by a stewardship program and the recovery rate, if applicable, within each defined product category in the Regulation.

2017 reporting year

Assurance is required for all stewardship programs for the total amount (units, volume or weight data) of product collected. Assurance is only required for product sold data if the stewardship program is required to report a recovery rate in accordance with the approved stewardship plan.\(^{11}\)

Definitions

- Product category is defined in the Regulation.
- Recovery rate is defined in the Regulation and means the amount of product collected divided by the amount of product generated, expressed as a percentage.

Development of suitable criteria

Assurance criteria should be developed with a focus on providing reasonable assurance that:

- The reported product sold has been calculated using the source data from audited sources described in the annual report;
- The reported product recovered has been calculated using the source data described in the annual report;
- All sources of data for product sold and product recovered are included within the data described in the annual report; and
- Any calculations required in developing figures for products sold and products recovered have been accurately completed.

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\(^{11}\) Although assurance may not be required for product sold data, it is a regulatory requirement to include product sold data in the annual report.
3.5.4 Performance targets

The objective of the assurance engagement is to assess:

- Whether the performance for the year is fairly stated in the annual report in relation to targets in the approved stewardship plan (under Sections 8(2)(b), (d) and (e) of the Recycling Regulation in accordance with Section 8(2)(g) of the Recycling Regulation).

Scope

Performance requirements and targets specified in the approved stewardship plan that are applicable to the calendar year covered by the annual report and relate to performance under Sections 8(2)(b), (d) and (e) of the Regulation.

2017 reporting year

Assurance is required for:

- Quantitative performance requirements and targets in approved stewardship plans.

Assurance is not required for:

- Qualitative commitments and consumer awareness targets.
- An accessibility performance target in the approved stewardship plan. The required frequency of this performance target is under review.

Development of suitable criteria

It is expected that the report will disclose at least the following with respect to targets in an approved stewardship plan:

- The nature of the performance measure and target;
- The expected performance outcome;
- The date by which the performance target is intended to be met; and
- A specific assessment of conformance to the target.

Assurance criteria should be developed with a focus on providing reasonable assurance that:

- The list of performance targets is complete; and
- The disclosed outcomes are presented accurately in line with the performance requirements and targets specified in the approved stewardship plan.
3.6 Applicable criteria

Specific criteria will need to be developed for each stewardship program depending on the structure of the program and the nature of the product(s) managed. Given this, it is necessary that the applicable criteria be disclosed as an attachment to the assurance report in order to assist the Ministry in understanding the conclusions.

General information

The purpose of the applicable criteria is to establish whether the information disclosed in the annual report is fairly stated. For an assurance practitioner to accept an assurance engagement, suitable criteria for measuring or evaluating the underlying subject matter must exist. Suitable criteria may already be established or may be developed specifically for the assurance review.

The management of the stewardship program and the assurance practitioner will need to define and agree on the suitable criteria to assess the information disclosed in the annual report. The assurance practitioner must be comfortable that the applicable criteria are suitable for the Ministry’s purposes and for evaluating the in-scope non-financial information being reported.

The characteristics that should be reflected in suitable criteria are relevance, completeness, reliability, neutrality, and understandability. Refer to ISAE 3000 for a detailed description.

Reliability of data

In determining the suitability of criteria, stewardship programs and assurance practitioners should carefully consider whether the data for which criteria are being developed is inherently reliable. Basically, the assurance engagement should not lend credibility to the information disclosed if those disclosures are not based on reliable information in the first place. For example, if a stewardship program develops key disclosures in its annual report based on self-reported data from member producers or third parties, the data is not considered inherently reliable without specific procedures to test its reliability. This could be comfort letters from the assurance practitioner of the individual producers or internal audits of the data submissions by the producer’s agency. Without procedures to test the reliability of self-reported data, it would be inappropriate for an assurance practitioner to accept criteria that simply confirms that the data was accurately transcribed from self-reported sources without commenting on the reliability of the source data in the assurance report.

Where self-reported data is being used in the absence of procedures to test its reliability, the annual report should not be considered fairly stated, due to the absence of clear disclosures regarding the source of data, the absence of any process to check its reliability and the inherent uncertainty in the disclosures created by this approach. Further, in such cases it would be expected that the assurance report would clearly indicate the limitations of the assurance engagement. For example, it would be clear that in the opinion of the assurance practitioner, the information disclosed by the stewardship program is unreliable and that it does not extend to providing an opinion over the accuracy of the data.
4 Statement of Assurance

For reference, an assurance report template is provided in Appendix B.

5 Assurance Conclusion

General Information

An assurance report for a stewardship program would ideally have an unmodified conclusion, in line with ISAE 3000, where the information in the annual report was prepared, in all material respects, in accordance with the applicable criteria.

An assurance practitioner shall issue a modified conclusion in cases where in the practitioner’s professional judgement:

- A scope limitation exists and the effect of the matter could be material - expressed as a qualified conclusion or a disclaimer of conclusion, or
- The subject matter information is materially misstated - expressed as a qualified conclusion or adverse conclusion.

While it is understood in assurance practice that conclusions with qualifications in an assurance report are not desirable, the intent is not to avoid having to qualify conclusions at all costs, but rather to draw the Stewardship program’s attention to the requirement to improve the quality and integrity of data and information provided in the annual report. Where the assurance practitioner concluded that an assurance report must be qualified, it is the Ministry’s expectation that issues leading to that qualification will be addressed in subsequent years.

If the practitioner considers it necessary to:

- Draw intended users’ attention to a matter presented or disclosed in the subject matter information that, in the practitioner’s judgment, is of such importance that it is fundamental to intended users’ (the Ministry’s) understanding of the subject matter information (known as an Emphasis of Matter paragraph); or
- Communicate a matter other than those that are presented or disclosed in the annual report that, in the practitioner’s judgment, is relevant to intended users’ (the Ministry’s) understanding of the engagement, the practitioner’s responsibilities or the assurance report (known as an Other Matter paragraph);

The practitioner shall do so in a paragraph in the assurance report that clearly indicates the practitioner’s conclusion is not modified in respect of the matter. In the case of an Emphasis of Matter paragraph, such a paragraph shall refer only to information presented or disclosed in the subject matter information.
6 Data and Record Management

In order for a practitioner to perform a reasonable assurance engagement it is critical that appropriate selected data and records, also referred to as underlying subject matter, be available for assessment against the selected criteria. In addition to the approved stewardship plan and annual report, the practitioner will review relevant stewardship program records. Well-organized and accessible records will make it easier for the assurance practitioner to complete their work and will thereby reduce costs of the assurance engagement.

The Ministry recognizes that the quality of the source of data (for example, self-reported data) and the qualitative nature of some information may cause difficulty in providing reliable data. In such cases, there exists the option to perform assurance procedures over the description of the information. The description in the annual report (that is, the performance requirement is prefaced with “The description of”) is expected to include, at minimum, an assessment of the reliability of the data and a justification for the inability to source better quality data. The practitioner will consider the extent to which the description is fairly stated, the appropriateness of the criteria and the degree of reliance a reader of the report can place on the description.

General Information

Data quality and data management are critical components and are checked rigorously during the assurance process. By ensuring that the stewardship program has a robust data management system, data-related risks can be reduced through:

- **Quality Assurance**: These are plans and procedures to ensure that data is as precise, repeatable and reproducible as possible, and that established quality control procedures are being implemented as planned (for example, bi-monthly check to ensure that logs are being filled out correctly).
- **Quality Control**: This refers to measures controlling the data collection processes and the standard of the data (for example, procedures for sample collection and data validation during manual entry of data).

In designing a data quality management plan, risks to data quality need to be assessed across the entire data chain of custody (for example, from the point of data collection through to storage, processing and ultimate generation of results for all parameters). High-risk areas would then be the focus of quality control procedures designed to minimize risks. A poorly designed monitoring or data quality management plan can result in a program not being able to demonstrate and verify performance requirements.
Appendix A: Guidance for Material Flow and Final Disposition

The following flow diagrams describe possible hypothetical product management scenarios to final disposition.

**Scenario for Product Management #1:** Direct transfer to a point of final processing and recovery (e.g., a smelter)

![Diagram for Scenario #1]

**Scenario for Product Management #2:** Transfer to a consolidation facility that stores material until there is enough volume to ship to a point of final recovery but does not undertake either mechanical or manual separation or waste disposal.

![Diagram for Scenario #2]
**Scenario for Product Management #3:** Transfer to a processing facility that undertakes either mechanical or manual separation or waste disposal. All downstream transfers are to points of final recovery or consolidation facilities.
**Scenario for Product Management #4:** Transfer to a processing facility that undertakes manual separation and waste disposal. Further downstream mechanical processing occurs by multiple different secondary processors prior to transfer to points of final recovery or consolidation facilities.
Along with the flow diagrams, below are the types of supporting data the assurance practitioner may request to complete their review of product management in accordance with the pollution prevention hierarchy.

<table>
<thead>
<tr>
<th>Potential quantitative Data</th>
<th>Other potential data</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Quantity delivered to the primary processing facility or consolidation facility</td>
<td>• Program can demonstrate that the material is processed on site</td>
</tr>
<tr>
<td>• Quantity or weighted average of material delivered to each downstream processor</td>
<td>• Program can demonstrate that consolidation facility does not undertake either mechanical or manual separation or waste disposal</td>
</tr>
<tr>
<td>• Quantity or weighted average of material sent to each downstream processor for further processing or to a point of recovery or consolidation facility</td>
<td>• Program can demonstrate that all processors in the materials handling chain have approval to undertake the processing</td>
</tr>
<tr>
<td>• Quantity or weighted average of material sent to waste stream</td>
<td>• Program can demonstrate all steps in the downstream materials handling pathway for all material sent to the processor (what happens, who does it) through to specified consolidation facilities or points of final recovery (i.e., a complete material pathway exists that includes all potential transfers and final disposition and that is supported by auditable evidence)</td>
</tr>
<tr>
<td></td>
<td>• Final disposition of materials</td>
</tr>
<tr>
<td></td>
<td>• If exact quantities of recovered materials to each final disposition (including waste management) cannot be provided, the description can be estimated or qualitative. Uncertainty should be disclosed.</td>
</tr>
</tbody>
</table>
Appendix B: Assurance Report Template

The intent of this template is to facilitate the Ministry receiving assurance reports that are, for the most part, formatted in a consistent and comparable manner across all stewardship programs. The assurance report content must be prepared in accordance with ISAE 3000.

2017 INDEPENDENT REASONABLE ASSURANCE REPORT FOR SELECTED NON-FINANCIAL INFORMATION

Addressee:

Assurance Level and Subject Matter

E.g., identification of the level of assurance and the subject matter

Text may include:

We have been engaged by ABC Producer (or ABC Stewardship Agency) to perform a reasonable assurance engagement in respect of the following information, detailed within ABC Producer’s annual report to the Ministry of Environment and Climate Change Strategy and in Attachment 1, for the year ending December 31, 2017:

- The location of collection facilities, and any changes in the number and location of collection facilities from the previous report in accordance with Section 8(2)(b) of B.C. Regulation 449/2004 (the Recycling Regulation);
- The description of how the recovered product was managed in accordance with the pollution prevention hierarchy in accordance with Section 8(2)(d) of the Recycling Regulation;
- The total amount of the producer’s product sold and collected and, if applicable, the producer’s recovery rate in accordance with Section 8(2)(e) of the Recycling Regulation; and,
- Performance for the year in relation to approved targets under Section 8(2), (b), (d) and (e) in accordance with Section 8(2)(g) of the Recycling Regulation.

Responsibilities

E.g., responsible party and practitioner’s responsibilities

Assurance Standard and Professional Requirements

E.g., statement that: 1) the engagement was performed in accordance with the International Standard on Assurance Engagements 3000 (ISAE 3000); 2) relevant statement of professional requirements; and 3) relevant statement that the practitioner complies with independence and other ethical requirements
Applicable Criteria

_E.g., applicable criteria is presented in Attachment 1_

Summary of Work Performed

_E.g., an informative summary of the work performed as the basis for the practitioner’s conclusion_

Significant Inherent Limitations

_Only if applicable_

Conclusion

_Applicable text_

Emphasis of Matter

_Only if applicable_

Other Matters

_Only if applicable_

Practitioner’s signature

City, Canada

Month DD, YYYY
ATTACHMENT 1 TO THE ASSURANCE REPORT – IDENTIFICATION OF APPLICABLE CRITERIA

1. Collection Facilities

Section 8(2)(b) of the Recycling Regulation - the location of collection facilities, and any changes in the number and location of collection facilities from the previous report.

| Specific disclosures in the annual report for which criteria were developed |
|-----------------------------|------------------|
| Disclosure per annual report | Reference |
| Proposed text for the annual report | Page # / Table # |

Definitions

*If applicable*

Applicable Criteria

- Reporting period:
- Description of criterion #2
- Description of criterion #3
- Description of criterion #4
2. Pollution Prevention Hierarchy

Section 8(2)(d) of the Recycling Regulation - the description of how the recovered product was managed in accordance with the pollution prevention hierarchy.

<p>| Specific disclosures in the annual report for which criteria were developed |</p>
<table>
<thead>
<tr>
<th>Disclosure per annual report</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed text for the annual report</td>
<td>Page # / Table #</td>
</tr>
</tbody>
</table>

Definitions

If applicable

Applicable Criteria

- Reporting period:
- Description of criterion #2
- Description of criterion #3
- Description of criterion #4
3. **Product Sold, Collected and Recovery Rate**

Section 8(2)(e) of the Recycling Regulation – the total amounts of the producer’s product sold and collected and, if applicable, the producer’s recovery rate.

<table>
<thead>
<tr>
<th>Specific disclosures in the annual report for which criteria were developed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disclosure per annual report</td>
</tr>
<tr>
<td>Proposed text for the annual report</td>
</tr>
</tbody>
</table>

**Definitions**

*If applicable*

**Applicable Criteria**

- Reporting period:
- Description of criterion #2
- Description of criterion #3
- Description of criterion #4
4. Performance in relation to Targets in the Approved Stewardship Plan and the Recycling Regulation

Section 8(2)(g) of the Recycling Regulation - performance for the year in relation to targets in the approved stewardship plan that relate to Section 8(2)(b),(d) and (e).

<table>
<thead>
<tr>
<th>Disclosure per annual report</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Targets in relation to Section 8(2)(b)</td>
<td>Page # / Table #</td>
</tr>
<tr>
<td>Targets in relation to Section 8(2)(d)</td>
<td></td>
</tr>
<tr>
<td>Targets in relation to Section 8(2)(e)</td>
<td></td>
</tr>
</tbody>
</table>

Definitions

If applicable

Applicable Criteria

- Reporting period:
- Description of criterion #2
- Description of criterion #3
- Description of criterion #4
Appendix C: Recycler Qualification Office Applicable Materials

The Recycler Qualification Office may provide the following documentation to demonstrate a processor’s approval:

- Name and location of facility
- Statement of approval, including:
  - Date of last approval
  - Scope of approval (summary of materials, processes, and equipment)
- Listing on the Recycler Qualification Office website
- Approved downstream material flow (downstream flow indicates not only the scope of approval for the processor, but also the materials streams generated from the process and the downstream pathways approved to handle those materials)
- Final audit report
Appendix D: Frequently Asked Questions


1. **Where do I start?**

Stewardship programs should consider the following steps in preparation for the assurance of non-financial information in annual reports:

1. Perform a walkthrough and document the process flow from collection to final disposition of recovered materials.
2. Note information and data (documents, reports, invoices, weigh scale forms, etc.) available at various points in the process flow.
3. Develop applicable criteria for the non-financial information in your annual report based on the documented process flow and the data and records available (e.g., do not create new data and processes where existing data and processes are already effective).
4. Propose criteria to your organization’s assurance practitioner and work with them to finalize the criteria.

2. **What are the key characteristics of reasonable assurance?**

In practice, to provide reasonable assurance two key characteristics have to be met:

1. The assurance practitioner has to be comfortable that the in-scope non-financial information in the annual report is fairly stated in accordance with the criteria. The assurance practitioner is essentially checking whether, with respect to the relevant non-financial information, the annual report was prepared in accordance with the criteria.
2. The assurance practitioner has to be comfortable that the criteria are suitable for the intended users’ purposes as well as suitable for evaluating the information being reported.

3. **How is materiality defined?**

An assurance practitioner will assess materiality as the relative importance of quantitative and qualitative factors that might influence the decisions of the intended users of the assured information. This assessment uses the practitioner’s judgment and considers materiality in the following context:

- Relative magnitude;
- Nature and extent of the effect of these factors on the evaluation or measurement of the subject matter; and
- Interests of the intended users.

In order to assess materiality, an assurance practitioner must ask the following types of questions:

- Who are the readers of the annual report and assurance opinion?
- What would make a difference to the readers?
- What do the readers care about?
The concept of materiality is applied by the assurance practitioner when assessing the effect of any identified misstatements. A misstatement, including omissions, is considered material if it could reasonably be expected to influence the decisions or behaviour of users taken on the basis of the information.

4. **What information, data or records is it reasonable for the assurance practitioner to ask for?**

Your assurance practitioner will require certain data or records to support the audit criteria. In order to do this efficiently, the assurance practitioner will need access to your records. It is unnecessary for your assurance practitioner to request copies of all your records or data; however, they will need to understand the full scope of data available and sample that data. Your assurance practitioners should focus on the most relevant and reliable data.

To help keep assurance costs reasonable, your program’s criteria should be well thought out based on available data and information to be presented in the annual report. Criteria that would significantly increase audit cost include those that force the assurance practitioner to increase the amount of testing on the reliability of data supplied by third parties.

5. **What if I do not have high quality data available to report certain required information in the annual report? How do we treat uncertainty?**

If any uncertainty exists surrounding your organization’s non-financial information, be transparent about this by reporting what you do not know in the annual report. Uncertainty in reported information is expected to be addressed in subsequent reporting years. Continuous improvement of product management is an expected outcome of the assurance process.

Where uncertainty in data exists, it is important that the audit criteria reflect this uncertainty. It is possible to develop precise criteria around the reported information to allow the program to report transparently on the uncertainty in its data and for the assurance practitioner to subsequently conclude on whether the report presents the information fairly. For example, if some material goes to secondary processors and there are currently no processes in place to determine who those processors are and exactly how they process the material then appropriate criteria might include:

- The volume of material shipped by primary processors to secondary processors is determined from scale information provided to the program management by primary processors and checked annually through an on-site inspection that includes assessment of scale calibration, maintenance of shipment records and testing of specific volumes of shipments by destination.
- The volume of material shipped to secondary processors is recorded as “undetermined final disposition” in the annual report.
The degree of precision needed for data should be considered in the context of the method of reporting. For instance, it may be relatively straightforward to demonstrate that all material containing mercury was sent to facilities specifically approved to recover this material. However, it may be much more difficult to determine exactly how many grams of mercury were recovered from the specific products sent to the facility. In such cases stewardship programs should choose appropriate descriptors. For example, it might be appropriate to disclose recovery rates in percentages (100% of mercury containing materials were processed for recovery) rather than absolute numbers (923g of mercury were recovered out of an estimated 962g in recovered product).

6. What about collection facilities – location and changes in number and location?

As a first step, each stewardship program should determine what a “collection facility” is under their program in accordance with Section 1 of the regulation. Stewardship programs should keep in mind that the purpose of collection facilities is public access and convenience.

Recovery mechanisms other than collection facilities (e.g., collection events, non-contracted collection facilities, etc.) may contribute to public access to collection. The flow of recovered material from these initiatives should be included in the annual report from a transparency perspective and to demonstrate increased public access to collection. However, these initiatives may not meet the definition of a “collection facility”. In such cases, they would not specifically be included in the assurance practitioner’s assessment of the number and location of facilities, although the volume of material collected through these initiatives as a whole would be included in the assurance practitioner’s assessment.

7. What about product sold and collected and recovery rate, if applicable?

Stewardship programs should consider the following when developing criteria:

- Stewardship programs should decide whether they will report in product units, weight or another metric. This decision should be made based on the availability of quality data to support the quantity type reported as well as whether the assurance practitioner can verify this measurement (e.g., electronic scale data is easier to audit than estimates of number of units). Sales data by unit or weight may be feasible. Where weight is used this should exclude packaging weight.
- Define product collected or product recovered – does your organization’s product recovered include other materials, for example water content as part of recovered oil? The audit criteria can either define how recovered products or materials are measured or reflect an allowance of X% for contaminants that are comingled with recovered product (subject to a defensible rationale for the percentage selected).
8. Regarding product management in accordance with the pollution prevention hierarchy, how far should I go down the trail in establishing the end fate of recovered products?

This will be different for each stewardship program and possibly for each product category. The Ministry expects end fate to be reported as far down the processing chain as possible. The Ministry also expects continuous improvement and building of end fate understanding over time.

Consider the following principles for end fate reporting:

- Risk causing pollution or other environmental harm.
- Risk of processed material entering the waste stream.
- Volume of material in question.
- What end fates are acceptable?
- Value as a commodity and risk of entering the waste stream.
- What would a member of the public want to know about end fate?

Also consider:

- Think inclusively: what are all of the possible fates?
- Stewardship programs may not be able to report accurately how much product goes to each end fate if product is co-mingled during processing. In such cases, data may need to be based on a weighted average of co-mingled product end fates.
- From a transparency perspective, it may also be important to report where product does not go.
Appendix E: Reference – 2010 Selected Testing Procedures

Although the Ministry now requires third party assurance, the historical specified testing procedures may be of use to stewardship programs and their assurance practitioner as a reference tool. Using only the testing procedures may not be sufficient for the assurance practitioner to be able to provide an opinion with a reasonable level of assurance.


A. Section 8(2)(b) – location of collection facilities and any changes in the number and location of collection facilities from the previous report

<table>
<thead>
<tr>
<th>Testing Procedure #</th>
<th>Objective and Purpose</th>
<th>Testing Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>To obtain comfort over the existence and accuracy of the collection facilities reported in the annual report.</td>
<td>1. For the period under review, obtain a listing of all collection facilities from the program broken out by type (if applicable).&lt;br&gt;2. Compare total count of collection facilities from the listing with the annual report; investigate any discrepancies as applicable.&lt;br&gt;3. Randomly select a sample of collection facilities and obtain the business file for each. Review each file to determine that a registration form meets the following criteria:&lt;br&gt;   a. A registration form exists for the collection facility.&lt;br&gt;   b. The registration form lists contact information and location, which agrees with the detailed listing.&lt;br&gt;   c. The registration form is signed by the collection facility.&lt;br&gt;4. Using contact information on the facility listing provided in #1 above, phone each randomly selected collection facility to verify their existence and that they have an adequate understanding of the program.</td>
</tr>
<tr>
<td>1.2</td>
<td>To obtain comfort over the completeness, consistency, and validity of the number of collection facilities.</td>
<td>1. Obtain the historical data for the total number of collection facilities for the past 3 years as reported by the program in their annual reports.&lt;br&gt;2. Investigate any fluctuations greater than 5% to understand the reason for the fluctuation in the number of collection facilities.</td>
</tr>
</tbody>
</table>
### B. Section 8 (2)(e) – total amounts of the producer’s product sold and collected and, if applicable, the producer’s recovery rate.

<table>
<thead>
<tr>
<th>Testing Procedure #</th>
<th>Objective and Purpose</th>
<th>Testing Procedures</th>
</tr>
</thead>
</table>
| **2.1**              | To ensure that there were no qualifications within the auditor’s opinion over the schedule of product recovered. | 1. Obtain the Auditor’s Opinion over the Schedule of Product Recovered for the most recent fiscal year.  
2. Review the opinion to ensure that there are no qualifications.  
3. Check the mathematical accuracy of the calculated recovery rate (where applicable), as reported in the audited financial statements.  
4. Compare calculated recovery rate to the recovery rate reported by the Program in their annual audited report. Note any discrepancies. |
| **2.2**              | To ensure the accuracy and completeness of total product sold. | Note that the financial statements, in the case of most programs, include revenues from eco-fees which are tied to the total product sales.  
1. Obtain the Financial Statement Auditor’s Opinion for the most recent fiscal year.  
2. Review the opinion to ensure that there are no qualifications.  
3. Obtain a schedule of eco-fees by product type from the program (in total and by unit).  
4. Compare the total eco-fees collected from the above schedule to the total reported in the program’s financial statements (as opined by the financial statement auditor).  
5. Recalculate the product sold by unit by dividing the total fees by product type by the per unit fee to arrive at total product sold for each unit.  
6. Compare calculated total product sold to the amounts reported by the Program in their annual report. Note any discrepancies. |
| **2.3**              | To obtain comfort over the completeness, accuracy, cut-off and validity of the total product recovered, test | 1. Obtain a listing of product shipments (for each product the program manages) from collection facilities for the period under review with the following details:  
   a. The collection facility name/address.  
   b. The date of collection from the facility.  
   c. The consolidation site or processor to which the product was delivered.  
   d. The date of delivery to the consolidation site or processor. |
<table>
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<tr>
<th>Testing Procedure #</th>
<th>Objective and Purpose</th>
<th>Testing Procedures</th>
</tr>
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</table>
|                     | on a sample basis, and the collection of product recovered. | e. The amount of product collected (in units and in weight, where applicable).  
2. Compare the total weight of product collected from the detailed listing to the report total of product recovered from the Program’s annual report.  
3. Scan the detailed listing to ensure that there were no collections that were outside of the organization’s fiscal year.  
4. Randomly select shipments and obtain the supporting document (Bill of Lading or other support) to verify the amount of product shipped.  
5. Verify that each of the supporting documents received has appropriate evidence of the total product shipped and weight of product recovered by the consolidation site supported by a scale ticket or like support, and signatures by the collection facility, consolidation site and hauler/transporter.  
6. Confirm that the total product (in units/weight etc.) listed on the supporting document matches the total listed on the detailed listing. |
| 2.4                 | To obtain comfort over the calculated recovery rate, by product type (where applicable). | 1. Check the mathematical accuracy of the calculated recovery rate (where applicable) by dividing product recovered by product sold, as reported in the audited financial statements.  
2. Compare calculated recovery rate to the recovery rate reported by the Program in their annual report. Note any discrepancies. |
THIS AGREEMENT is dated __________________________, 20__ (the “Effective Date”).

BETWEEN:

●

(the “Services Provider”)

AND:

MAJOR APPLIANCE RECYCLING ROUNDTABLE, a not-for-profit corporation incorporated under the laws of Canada

(“MARR”)

WHEREAS:

A. MARR is a not-for-profit stewardship agency incorporated under the Canada Not-for-profit Corporations Act and exclusively administers the BC Major Appliances Stewardship Plan; and

B. MARR wishes to retain the Services Provider to provide the Services (as defined below) on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the payment hereinafter specified to be made by MARR, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

ARTICLE 1– DEFINITIONS

Section 1.1 Definitions

In this Agreement the capitalized terms will have the following meanings:

(1) “Additional Costs” has the meaning given to it in Section 3.3.

(2) “Additional Services” has the meaning given to it in Section 3.2.

(3) “Agency Agreement” means the MARR Agency Appointment Agreement in Respect of the BC Major Appliances Stewardship Plan.

(4) “Applicable Law” means, in respect of any Person, property, transaction, event or other matter, any present or future law, statute, regulation, code, ordinance, principle of
common law or equity, municipal by-law, treaty or order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.


(6) “BC Recycling Regulation” means Recycling Regulation (B.C. Reg. 449/2004) made under the Environmental Management Act (British Columbia), as amended, supplemented or replaced from time to time.

(7) “Business Day” means any day other than a Saturday or Sunday or statutory holiday in British Columbia;

(8) “Environmental Laws” means all Applicable Laws relating to the protection and preservation of the environment, health, safety, product safety, product liability, natural resource damage or Contaminants, including the Environmental Management Act (British Columbia) and the Canadian Environmental Protection Act, 1999.

(9) “Extended Term” has the meaning given to it in Section 2.2.

(10) “Fees” means the fees payable by MARR to the Services Provider for the Services, as such fees are specified and made payable in accordance with Schedule B.

(11) “Force Majeure” has the meaning given to it in Section 12.1.

(12) “Governmental Authority” means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government department, body, ministry, agency, tribunal, commission, board, court, bureau or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government.

(13) “Initial Term” has the meaning given to it in Section 2.2.

(14) “Invoice Summary” has the meaning given to it in Section 5.2(1).

(15) “Intellectual Property” means any and all intellectual property rights, whether subsisting now or in the future, including rights of any kind in inventions, patents, copyright, trademarks, service marks, industrial designs, integrated circuit topography rights, applications for registration of any of the foregoing, and know-how, trade secrets, confidential information and trade or business names.

(16) “Monthly Fee” has the meaning given to it in Schedule B.

(17) “Participant” has the meaning defined and maintained in the Agency Agreement.
“Party” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and “Parties” means every Party.

“Person” is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority, any trade union, any employee association or any incorporated or unincorporated entity or association of any nature and the executors, administrators, or other representatives of an individual in such capacity.

“Producer” means the major appliance product manufacturer, brand owner, distributor, first importer or retailer who has agreed to assume responsibility for ensuring that the Program Product is recycled in accordance with the BC Recycling Regulation.

“Program” means the product stewardship program operated by MARR under the BC Major Appliances Stewardship Plan.

“Program Product” means the major household appliance products listed in s. 2 Electronic and Electrical product category in the BC Recycling Regulation and that are further detailed in the Major Appliance Recycling Roundtable - Product List and Definitions in the BC Major Appliances Stewardship Plan.

“Services” means the operational services to be provided by the Services Provider as detailed on Schedule A.

“Services Provider” has the meaning in the preamble.

“Services Provider’s Authorized Representative” has the meaning given to it in Section 3.1(4).

“Term” has the meaning given to it in Section 2.2.

Section 1.2 Additional Rules of Interpretation

1. Gender and Number. In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

2. Headings. The inclusion in this Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

3. “Including”: the word including or include (or derivations thereof), when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope.

4. Document References. All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as
amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

(5) **References to Statutes.** A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations.

(6) **Currency.** All references to currency herein are to lawful money of Canada.

(7) **Approvals in Writing.** A reference to approval, authorization or consent means written approval, authorization or consent regardless of whether expressly so stated and whenever a party is entitled to act in its discretion under this Agreement, that party will act reasonably and not arbitrarily in exercising such discretion, unless expressly specified otherwise.

**ARTICLE 2 – ENGAGEMENT OF SERVICES PROVIDER AND TERM**

**Section 2.1 Engagement**

MARR hereby engages the Services Provider to provide the Services to MARR in support of MARR meeting its obligations under the BC Major Appliances Stewardship Plan on the terms and subject to the conditions contained herein and the Services Provider hereby undertakes and agrees to perform the Services for MARR.

**Section 2.2 Term**

The initial term of this Agreement will be ● years commencing at 12:01 a.m. on the Effective Date and ending on the date that is the ● anniversary of the Effective Date (the “Initial Term”). MARR shall have the option to extend this Agreement for an additional term of up to [two] years (the “Extended Term”), exercisable upon not less than [60] days written notice to the Services Provider before the expiry of the Initial Term (the Initial Term, and if applicable the Extended Term, are referred to herein as the “Term”). Unless earlier terminated per Article 6 [Termination], the Term will expire at 11:59 p.m. on the date that is either the ● anniversary of the Initial Term, or if applicable, the last day of the Extended Term.

**ARTICLE 3 – SERVICES**

**Section 3.1 Services**

(1) The Services Provider shall perform the Services to the standard of care, skill and diligence expected of a Services Provider with experience in similar projects with requirements, complexities and constraints similar to those of the BC Major Appliances Stewardship Plan.

(2) The Services Provider shall comply with all Applicable Laws with respect to the Services to be performed hereunder.
(3) Nothing in the provision of the Services or in the use and copying or any materials provided by Services Provider in the course of performing the Services, will infringe any intellectual property or other right of a third party including any copyright, patent, trade secret, or other proprietary or contractual right or obligation.

(4) The Services Provider has designated ● as its authorized representative (the “Services Provider’s Authorized Representative”) who will have primary responsibility and accountability to MARR for the BC Major Appliances Stewardship Plan. The Services Provider’s Authorized Representative shall have authority to act for the Services Provider with respect to all matters arising under this Agreement and shall have the power to bind the Services Provider with respect to any consents, approvals, waivers and/or modifications to this Agreement. The Services Provider agrees that it will not remove the Authorized Representatives, or any senior member of his or her team, without the prior written consent of MARR, such consent not to be unreasonably withheld.

Section 3.2 Additional Services

The Services Provider shall not perform or provide any services which are additional to the Services (the “Additional Services”) without the prior written authorization of MARR. If Additional Services are required due to circumstances beyond the control of the Services Provider, the Services Provider shall notify MARR in writing prior to commencing such services. If MARR deems that such additional services are not required, MARR will give prompt written notice to the Services Provider and the Services Provider shall have no obligation to provide those services. If Additional Services are authorized by MARR, those services will be compensated in accordance with the written agreement of the parties specifying the compensation to be provided for Additional Services.

Section 3.3 Additional Costs

Any costs incurred by the Services Provider that are not included in the Services (the “Additional Costs”) shall be the responsibility of the Services Provider unless MARR provides written agreement to pay such costs, in advance of the costs being incurred.

Section 3.4 Authority to Act

The Services Provider:

(1) is an independent consultant and is not, and must not purport to be, a partner, joint venturer or agent of MARR;

(2) other than as expressly set out in this Agreement, has no authority to give any directions to MARR or its officers, directors, members, employees, contractors, consultants or agents; and

(3) has no authority to waive or alter any terms of the BC Major Appliances Stewardship Plan, nor to discharge or release a party from any of its obligations under the BC Major Appliances Stewardship Plan unless agreed by MARR in writing.
Section 3.5 Knowledge of the Services Provider

The Services Provider warrants that:

(1) it has informed and will be deemed to have informed itself fully of the requirements of the BC Major Appliances Stewardship Plan;

(2) it will inform itself fully of the requirements of such other documents and materials as may become relevant from time to time to the performance of the Services; and

(3) it has and will be deemed to have informed itself completely of the nature of the work necessary for the performance of the Services.

ARTICLE 4 - REPORTING TO MARR

Section 4.1 Quarterly Reporting

The Services Provider shall report to the MARR on a quarterly basis for with the first report due on the 10th day of the month following the close of each quarterly reporting period. Each report shall include the following:

(a) Sales volume reports detailing the aggregate units reported by Producers for each product category;

(b) Revenue report aggregated by product categories;

(c) Program expenses presented in a format acceptable to MARR; and

(d) Finances and comparison to approved budget.

ARTICLE 5 – COMPENSATION

Section 5.1 Services Provider’s Compensation

In consideration of the Services Provider performing the Services in accordance with this Agreement, MARR shall pay the Fees to the Services Provider in accordance with the fee schedule set out in Schedule B.

Section 5.2 Terms of Payment

(1) The Services Provider shall provide MARR with a monthly invoice no later than the 15th day of the following month. Each invoice shall include a summary (the “Invoice Summary”) of the Services undertaken during the previous period and including the Monthly Fee, and Additional Costs incurred, if any, in accordance with Schedule B. The Invoice Summary shall reference specific duties as listed in Schedule A.

(2) MARR shall pay the Services Provider within 30 days after receipt of the invoice.
(3) MARR shall be entitled to withhold or set off payment for the Services against any amounts owing by the Services Provider to MARR under this Agreement, including but not limited to claims or liens registered or of which there is a reasonable possibility of registration, against any of MARR’s property or equipment.

ARTICLE 6 - TERMINATION

Section 6.1 Termination by MARR

In addition to all its other rights and remedies, MARR may terminate this Agreement automatically and immediately if the Services Provider:

(a) is in default to comply with any of its contractual obligations pursuant to this Agreement;

(b) fails to obtain and keep in good standing at all times the permits required to perform its obligations pursuant to this Agreement;

(c) does not comply with the Applicable Laws;

(d) purports to assign this Agreement in whole or in part;

(e) intentionally or fraudulently makes a misrepresentation with respect to a fact or condition or in a report required pursuant to this Agreement;

(f) engages or has engaged in fraudulent, hazardous or misleading commercial practices or has acted in a manner that MARR deems reasonably likely to harm its reputation;

(g) makes an assignment for the benefit of its creditors, is subject to bankruptcy or insolvency proceedings that are not discontinued within thirty (30) days or a receiver is named to its property.

Section 6.2 Termination by the Services Provider

In addition to all its other rights and remedies, the Services Provider may terminate this Agreement if MARR:

(a) is in default to comply with any of its contractual obligations pursuant to this Agreement; or

(b) fails to pay any amount not in dispute when due.

Section 6.3 Termination for Convenience

MARR shall, in its sole discretion and for any reason whatsoever, be entitled to terminate this Agreement at any time on [60] days written notice to the Services Provider.
Section 6.4 Effect of Termination

Upon the expiration of this Agreement or if this Agreement is terminated under this Article 6 or Article 12, MARR shall be liable to pay the Services Provider only for the Services actually performed as of the date of termination.

ARTICLE 7- INDEMNIFICATION

Section 7.1 Services Provider’s Indemnity

(1) The Services Provider shall indemnify, defend, (with counsel reasonably acceptable to MARR) and hold MARR, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders and agents of each, harmless from any and all actions, causes of action, suits, debts, costs, damages, expenses, claims losses, liabilities and costs, including reasonable attorney’s fees and court costs (except to the extent reimbursed from the proceeds of any insurance carried by MARR), arising out of claims by third parties and sustained or incurred by or asserted against MARR by reason of or arising out of any action taken by the Services Provider within the scope of its duties or authority hereunder.

(2) The indemnity provided under this Section 7.1 shall not extend:

(i) to any breach of MARR, or any part or parts hereof, by MARR, its employees, servants, agents or persons for whom it is in law responsible, or any negligent or unlawful act or omission or willful misconduct of MARR, its employees, servants or persons for whom it is in law responsible (in respect of which MARR shall indemnify the Services Provider, as referred to in Section 7.2); or

(ii) to any debt, cost, expense, claim or demand for which insurance proceeds are recoverable by MARR.

Section 7.2 MARR’s Indemnity

(1) MARR shall indemnify, defend, (with counsel reasonably acceptable to the Services Provider) and hold the Services Provider, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders and agents of each, harmless from any and all actions, causes of action, suits, debts, costs, damages, expenses, claims losses, liabilities and costs, including reasonable attorney’s fees and court costs (except to the extent reimbursed from the proceeds of any insurance carried by the Services Provider), arising out of claims by third parties and sustained or incurred by or asserted against the Services Provider by reason of or arising out of any action taken by MARR within the scope of its duties or authority hereunder.

(b) The indemnity provided under this Section 7.2 shall not extend:

(i) to any negligent or unlawful act or omission or willful misconduct of the Services Provider, its employees, servants or persons for whom it is in law responsible (in
respect of which the Services Provider shall indemnify MARR, as referred to in Section 7.1); or

(ii) to any debt, cost, expense, claim or demand for which insurance proceeds are recoverable by the Services Provider.

Section 7.3 Survival

The provisions of this Article 7 survive termination of this Agreement.

ARTICLE 8 - CONFIDENTIALITY

Section 8.1 Confidential Information

(1) Any and all information provided or given by MARR to the Services Provider for the Services Provider to perform the Services including but not limited to information about MARR’s business organization, financial standing, product development direction, customer information and other similar business and technical trade secret information, shall be deemed to be confidential and proprietary information of MARR, with the exception of information that is in the public domain other than as a result of actions of the Services Provider (the “Confidential Information”). The Services Provider shall use the Confidential Information only as required to perform its obligations hereunder. The Services Provider shall not disclose or otherwise make the Confidential Information available to third parties and shall safeguard and be responsible for and hold in the strictest confidence all Confidential Information as it would its own confidential information.

(2) At MARR’s request or upon termination or expiry of this Agreement, the Services Provider shall return all Confidential Information and all copies thereof forthwith to MARR.

Section 8.2 – Privacy and Personal Information

(1) In this Section 8.2 “Personal Information” is as defined in the Personal Information Protection Act (British Columbia) and all regulations promulgated under it, and any successor legislation to it.

(2) The Services Provider represents and warrants that, prior to the execution of this Agreement, it has complied with the provisions of Applicable Law pertaining to the protection of Personal Information, particularly provisions that require the consent of the Services Provider’s customers for the communication of information contained in their records to third parties.

(3) The Services Provider also acknowledges that, in the course of performing its obligations under this Agreement, the Services Provider will be in receipt of Personal Information. Accordingly, the Services Provider agrees:
(a) to exercise all reasonable precautions to protect such Personal Information against loss or theft and unauthorized access, disclosure, copying, use or modification

(b) to use the Personal Information for the sole purpose of performing its obligations pursuant to this Agreement;

(c) not to use the Personal Information for its own benefit and not to disclose the Personal Information or its knowledge of the existence of the Personal Information and its use to any other third parties, without MARR’s prior written consent;

(d) upon reasonable request of MARR, to cease any and all use of the Personal Information and to return or destroy the Personal Information in a manner agreed to by MARR;

(e) upon reasonable request of MARR, to comply with any procedures or policies with respect to Personal Information as may be requested of MARR by customers and other third parties from time to time; and

(f) upon reasonable request of MARR, to provide information pertaining to the Services Provider’s handling of Personal Information to demonstrate that the Services Provider is in compliance with relevant federal and provincial privacy legislation.

(4) The Services Provider shall immediately notify MARR of the possession, use or knowledge of the Personal Information by any person or entity not authorized by this Agreement to have such possession, use or knowledge. The Services Provider shall promptly furnish to MARR full details of such possession, use or knowledge and shall assist MARR in stopping and preventing the recurrence of such possession, use or knowledge.

(5) Nothing in this Agreement is to be construed as giving the Services Provider any rights or title in the Personal Information.

Section 8.3 Survival

The provisions of this Article 8 survive termination of this Agreement.

ARTICLE 9 - INTELLECTUAL PROPERTY

Section 9.1 Definitions

In this Article 9:

(1) “Computer Systems and Software” means all computer programs, hardware, peripheral equipment, software and firmware, and technology infrastructure developed, created, or provided by the Services Provider.
“Intellectual Property” means all intellectual property rights owned or used by a Party in carrying on, or arising from the operation of, its business, including:

(a) all trade-marks, trade names, trade mark applications and registrations, trade name registrations, service marks, logos, slogans and brand names;

(b) all copyrights and copyright applications and registrations;

(c) all business names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses and other communications addresses; and

(d) all goodwill associated with any of the foregoing.

“Intellectual Property Rights” means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, or subject to protection under the law as trade secrets and confidential information; and

Section 9.2 MARR Intellectual Property Rights

(1) All Intellectual Property Rights in MARR’s Intellectual Property and the Confidential Information shall remain the exclusive right, title and interest of MARR.

(2) MARR grants to the Service Provider a limited, non-exclusive license to use its Intellectual Property solely for the purposes of this Agreement and to the extent that it is reasonably necessary for the Service Provider to perform the Services under this Agreement.

(3) All right, title and interest in and to any Intellectual Property, databases, websites, electronic files and other products that are developed, created, conceived or otherwise acquired as a result of the performance of the Services, and including any improvements or modifications thereof (the “New IP”) is solely the property of MARR. The Service Provider shall have no right in or to the New IP except any right that may be granted in writing by MARR.

(4) To the maximum extent permitted by Applicable Law, the Service Provider hereby does, without further consideration and by this instrument, and the Service Provider will ensure that its employees, contractors and representatives (as the case may be) do, irrevocably (i) assign to MARR any and all right, title and interest, including all Intellectual Property Rights, that it may now or hereafter possess in or to the New IP, and (ii) waive any and all moral or other inalienable rights it may have therein, each as required to fully effect Section 9.2(3). If the assignment to MARR or ownership by MARR of the New IP is not permitted by Applicable Law, the Service Provider will be deemed (by this instrument and without further consideration) to have irrevocably granted to MARR an exclusive, perpetual, fully-paid up, transferable, sublicensable, royalty-free, worldwide irrevocable license under all proprietary interests (including all Intellectual Property Rights) in and to the New IP to use the New IP for any purpose, including in relation to the BC Major Appliances Stewardship Plan.
Section 9.3 Services Provider Intellectual Property Rights

All Intellectual Property Rights in the Service Provider’s Intellectual Property and Computer Systems and Software created prior to or independent of this Agreement or the Services provided hereunder shall remain the exclusive right, title and interest of the Service Provider.

Section 9.4 No Jointly Owned Intellectual Property

The Parties do not intend for there to be any joint Intellectual Property Rights arising in respect of this Agreement.

Section 9.5 Know-how

Nothing in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, methodologies or techniques of general application that such Party may learn, develop or acquire related to the performance of the Services (“Know-how”); provided that nothing in this Section 9.5 will authorize such Party to disclose any Know-how to the extent that it contains Confidential Information of the other Party.

Section 9.6 Survival

The provisions of this Article 9 survive termination of this Agreement.

ARTICLE 10 - PERMITS AND PERSONNEL

Section 10.1 Permits

The Services Provider shall at all times obtain and maintain at its own costs all permits, licences, regulatory approvals and certificates (the “Licences”) required by Governmental Authorities to operate its business for the performance of the Services. If requested by MARR, the Services Provider must provide a copy of any Licence to MARR.

Section 10.2 Taxes

The Services Provider shall pay all income taxes and any and all other charges, fees and assessments payable to any federal, provincial or municipal authority having jurisdiction with respect to the operations of the Services Provider under this Agreement.

Section 10.3 Laws

The Services Provider shall at all times and in all respects comply with all Applicable Laws, including workplace safety and work accident compensation legislation, both for itself and its employees, agents and representatives. The Services Provider shall comply with all safety regulations imposed by MARR and any Applicable Laws pertaining to workplace health and safety imposed by Governmental Authorities. The Services Provider shall also be responsible for ensuring that its employees, agents, subcontractors and representatives are well informed about the Applicable Laws and comply therewith.
Section 10.4 Wages and Benefits

The Services Provider shall be responsible for all salaries, wages, payments, taxes, benefits and deductions, statutory or otherwise, as may be owed to such employees, and MARR shall have no obligation therefor. The Services Provider shall indemnify MARR for any claims arising out of or in connection with the existence or termination of any such person’s contract of employment with the Services Provider, and Services Provider shall indemnify and save harmless MARR from and against all costs and expenses arising out of any claim or liability by reason of the fact that the Services Provider or any of its employees, agents, servants or representatives is considered an employee, agent, servant or representative of MARR.

ARTICLE 11 – INSURANCE

Section 11.1 Services Provider Insurance

(1) The Services Provider shall maintain insurance in reasonable amounts, including $5,000,000 Commercial General Liability insurance.

(2) The Services Provider must provide copies of its insurance policies to MARR upon execution of this Agreement, and, at least 5 Business Days prior to the expiry date of any such insurance policy, the Services Provider must provide evidence of the renewal of any such insurance policy satisfactory to MARR, acting reasonably.

(3) The Services Provider shall provide 30 days’ prior written notice of any cancellation, non-renewal and/or modification of such insurance forthwith to MARR. Insurance coverage must be maintained for the Term of this Agreement, failing which MARR may, at its sole discretion, terminate this Agreement immediately without penalty.

(4) The Services Provider shall cause MARR to be added to the Services Provider’s Commercial General Liability and Environmental Impairment Liability policies as an additional insured. MARR shall bear the cost of MARR obtaining its own insurance and the cost, if any, incurred by the Services Provider in obtaining or expanding its insurance coverage to cover Program activities and in adding MARR as an additional insured to the Services Provider’s Commercial General Liability and Environmental Impairment Liability policies.

ARTICLE 12- FORCE MAJEURE

Section 12.1 Definition

“Force Majeure” means any contingency beyond the reasonable control of a Party, including acts of God, fires, floods, wars, sabotage, civil unrest, accidents, labour disputes (other than those with the employees of the Party claiming Force Majeure), Applicable Laws, whether valid or invalid, except that lack of funds or credit shall not constitute a Force Majeure;
Section 12.2 Force Majeure

(1) Effect of Force Majeure. Neither Party shall be responsible or liable for any delay or failure to perform due to Force Majeure if the affected Party:

(a) notifies the other Party as soon as practicable in the circumstances of the nature and anticipated duration of the Force Majeure Event as well as the steps it intends to take to overcome the Force Majeure Event; and

(b) takes all reasonable steps to prevent and minimize the delay or failure to perform.

(2) Termination by Force Majeure. If the Force Majeure Event persists for 30 days or more, either Party may, by written notice to the other Party, terminate this Agreement.

ARTICLE 13 – GENERAL

Section 13.1 Entire Agreement

This Agreement and all Schedules attached hereto, which are incorporated herein by this reference, contain the entire agreement between MARR and the Services Provider and supersede and replace all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

Section 13.2 Notices

The addresses for service of any notices and reports hereunder of MARR and the Services Provider shall be respectively as follows:

(a) MARR:

4040 Goldie Court
North Vancouver, BC  V7G 2P4

Attention: ●
Fax: ●
Email: ●

(b) Services Provider:

●

Any notice required or permitted to be given hereunder shall be hand delivered, sent by nationally recognized delivery service, sent by fax, or sent by registered mail, return receipt requested, to a Party at its respective address shown above. Any such notice delivered by a delivery service shall be deemed to have been received on the date it is so delivered. A notice sent by fax during normal business hours will be deemed delivered on the date it is received or, if delivered after normal business hours, on the next business day. Notice sent by pre-paid registered post shall be deemed delivered on the fifth working day following the date of mailing.
Section 13.3 Applicable Law

This Agreement shall be construed under and interpreted in accordance with the laws of the Province of British Columbia.

Section 13.4 Dispute Resolution

(1) The Parties shall make all reasonable attempts to resolve a dispute between them by amicable negotiations and agree to provide, on a “without prejudice” basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the parties have been unable to resolve a dispute, both parties may agree to the appointment of a mediator upon such terms and conditions acceptable to both Parties.

(2) If the dispute has not been resolved within fifteen (15) calendar days after a mediator was appointed pursuant to this Section 15, or within such further period agreed to by the Parties, the mediator shall terminate the mediated negotiations by giving a written notice to that effect.

(3) Either Party may submit an unresolved dispute to arbitration pursuant to the provisions of the Arbitration Act (British Columbia).

Section 13.5 Legal Relationship

(1) The legal relationship of MARR and the Services Provider to each other shall be that of independent contractor and in particular does not create a partnership, joint venture, or an employer-employee relationship between them or between MARR and the employees of the Services Provider and of other persons rendering services to the Services Provider. Further neither Party shall have the right or authority to bind or obligate the other Party for any purpose whatsoever.

(2) All of the duties and obligations of the Services Provider under this Agreement shall be provided by the Services Provider as an independent contractor.

(3) Each of the parties expressly disclaims any intention to create a partnership or joint venture.

Section 13.6 Assignment

Except as expressly provided in this Agreement, neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party.

Section 13.7 Severability

If any term, provision, condition or covenant of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and
each term, provision, condition and covenant of this Agreement shall be valid and enforceable to
the fullest extent permitted by law.

Section 13.8 Relationship to Third Parties

This Agreement is intended solely for the benefit of the Parties. Nothing contained
herein shall be deemed to give any third party any claim or right of action against the either Party
that does not otherwise exist without regard to this Agreement.

Section 13.9 Successors and Assigns

This Agreement shall be binding upon the Parties hereto and their respective successors
and permitted assigns and shall enure to the benefit of and be enforceable by the Parties hereto
and their respective successors and their assigns pursuant to the terms and conditions of this
Agreement.

Section 13.10 Waivers

No waiver of any of the provisions of this Agreement shall constitute a waiver of any
other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as
expressly provided in this Agreement, no waiver shall be binding unless executed in writing by
the Party making the waiver. Either Party may waive any provision of this Agreement intended
for its benefit; provided, however, such waiver shall in no way excuse the other Party from the
performance of any of its other obligations under this Agreement.

Section 13.11 Further Documentation

Each Party shall promptly execute and deliver to the other such further or additional
documents as may be necessary or appropriate to fully carry out the intent and purpose of this
Agreement.

Section 13.12 Time

Time shall be of the essence of this Agreement. If anything herein is to be done on a day
which is not a Business Day, the same shall be done on the next succeeding Business Day.
Unless otherwise provided hereto, all references to time shall mean Vancouver time.

Section 13.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be
deemed to be an original and all of which taken together shall be deemed to constitute one and
the same instrument. Counterparts may be executed either in original, faxed form or electronic
transmission and the parties adopt any signature received by a receiving fax machine or
contained in an electronic transmission as original signatures of the Parties. Any party providing
its signature in such manner shall promptly forward to the other Party an original of the signed
copy of this Agreement which was so faxed.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

MAJOR APPLIANCE RECYCLING ROUNDTABLE

By: ________________________________
   Name: ●
   Title: ●

By: ________________________________
   Name: ●
   Title: ●

[SERVICES PROVIDER]

By: ________________________________
   Name: ●
   Title: ●

By: ________________________________
   Name: ●
   Title: ●
SCHEDULE A

SERVICES

The Services Provider will carry out the Services described in this Schedule A on the terms and conditions set out in the Agreement and this Schedule.

(1) **Participant Recruitment/Registration/Remittances/Reporting/Compliance**

(a) Registration

(i) Provide an online portal where Participants can register for the Program and electronically sign the Agency Agreement.

(ii) Provide technical and user support to Participants with respect to online system, whether it be resetting passwords, maintaining the list of contacts and authorized users, correcting reporting and remitting errors, general enquiries regarding the program.

(iii) Review and approve registrations.

(iv) Assign a MARR Participant number.

(v) Assist Participants with any questions they may have on the registration process including what categories the products they produce belong into.

(vi) Maintain electronic files for all Participants.

(vii) Maintain database of all MARR Participants

(viii) Participant recruitment. Assist MARR Executive Director with Participant recruitment and applying the MARR recruitment strategy as developed with the Executive Director. This can be done through the use of on-line research; audits of existing Participants and remitter agreements; industry knowledge; and tips from other Producers and Participants, the public or the MOECC.

(A) Identify potentially obligated companies

(B) Conduct outreach with potentially obligated companies

(C) Respond to inquiries from companies

(D) Refer potentially obligated companies to the regulator.

(ix) Fee structure. Under the direction of MARR, develop a fee modelling program to estimate annual operating costs that can be used as a guide to
setting annual Administrative Program Fees (as defined in the BC Major Appliances Stewardship Plan).

(x) MARR product decision tree. Use the approved MARR product decision making tree to make recommendations if new products or orphaned products should be admitted into the MARR program.

(b) Remittances

(i) Provide an on-line portal where Participants can enter sales for MARR categories (currently 17 categories) on a monthly, quarterly, or annual basis. Participants enter their sales numbers into the online portal. This must be done within 30 days from the end of the previous reporting period. This will then generate an electronic invoice.

(ii) Manage and maintain remitter relationship agreements. In some cases, one Participant may choose to remit on behalf of another Participant. In this case both Participants must sign a remitter agreement which must be in a form acceptable to MARR. This database of remitter agreements must be maintained and kept on file.

(iii) Manage Participant remittances. The proponent must ensure that all Participants are reporting and remitting APF’s in a timely manner. This includes sending out email reminders to Participants at the beginning of each reporting period and following up with those who failed to report and remit.

(iv) Manage accounts receivable. Track accounts receivables and provide a monthly accounts receivables report to MARR Executive Director and work with the Executive Director to make sure all delinquent accounts are addressed in a professional and timely manner according to the MARR Delinquency and Termination Policy.

(c) Claims Management

(i) Provide an online portal where collectors can register for the program and electronically sign the MARR collections services agreement.

(ii) Provide an online portal where MARR collectors can submit monthly claims and attach the appropriate backup documents pertaining to that claim. The claim reporting portal must allow for back up documentation to be appended to the claim in PDF and/or JPEG format.

(iii) Review, approve and process all claims for payment.

(iv) Provide technical and user support to collectors with respect to online reporting system.

(v) Maintain a database of all collectors and signed agreements.
(vi) Maintain a database of all claims by collector.

(vii) Collector recruitment. Assist MARR with collector recruitment as required.

(viii) Analyze claims data.

(d) Reporting

(i) Provide MARR Executive Director with quarterly sales volume, revenue, expenses, profit & loss, balance sheet, accounts receivables reports.

(ii) Provide MARR with claims summary reports.

(e) Compliance

(i) Provide accounting services to MARR and maintain accounting ledgers according to GAAP.

(ii) Banking services – bank account, payables, receivables, deposits

(iii) Quarterly Sales Tax (GST) remittance and compliance with CRA

(iv) File MARR’s annual tax return with CRA.

(v) Develop an annual budget in cooperation with MARR Executive Director

(vi) Financial Audit. Work cooperatively with the MARR third party auditor to conduct annual financial and non-financial audits.

(vii) Develop and write the MARR Annual Report to Ministry of Environment & Climate Change Strategy in cooperation with and under the approval of MARR.

(viii) Ensure that all databases are backed up electronically in a secure server

(ix) Records Management – Agency Agreements, remitter agreements, collector agreements, Rules & Policies, Recycling Council of British Columbia collection site finder, Participant lists, collector lists, Local Government Advisory Committee minutes

(2) Promotion and Education (P&E) Support Services

(a) At the direction of MARR, assist in the development and implementation of the MARR P&E strategy and budget.

(b) MARR Consumer Awareness Surveys

(i) At the direction of MARR, assist with development and review of survey questionnaire.
(ii) Manage external survey consultant.

(iii) Analyze survey findings and report to MARR Executive Director.

(iv) Ensure that the annual consumer awareness survey is conducted using approved questionnaire and service provider.

(c) Point of Sale Materials

(i) At the direction of MARR, assist with development and production of MARR point of sale collateral.

(ii) Ensure that there is a sufficient supply on hand and fill orders to retailers upon request.

(d) Communications Collateral

(i) At the direction of MARR, assist with development of any MARR communications collateral. This would include signage for depots, one-time collection events or any media communications.

(e) Manage Google Grants advertising account.

(f) Accessibility Study

(i) Conduct an annual MARR accessibility study using the Stewardship Association of British Columbia (SABC) accessibility guideline.

(ii) Engage and manage third party consultant

(iii) Analyze findings and report to MARR Executive Director.

(3) Website Management

(a) Provide and maintain MARR website

(i) Ensure that the MARR website is updated and current at all times.

(ii) Maintain and ensure that all pertinent documents are available of the website including annual reports, collection sites, Participants, annual reports, BC Major Appliances Stewardship Plans, FAQs, Product lists, fee schedules, documents and links, program updates, see website for details.

(iii) Maintain Links to/with other related websites including Recycling Council of British Columbia, BC Recycles, the Ministry of Environment & Climate Change Strategy

(4) Audits
(a) At direction of MARR, develop MARR audit strategy with MARR Executive Director

(b) Conduct Internal Audits of MARR Participants
   (i) Conduct on site audits of MARR Participants. Currently 8 per year.
   (ii) Review Participant products to ensure that all MARR products are being reported correctly.
   (iii) Review Participant sales history to ensure that it matches reports to MARR
   (iv) Respond to any questions the Participant may have with respect to the Program

(c) Maintain audit files and reports and provide regular audit summary reports and feedback to MARR Executive Director

(5) Administrative Duties
   (a) Answering MARR telephone, responding to questions from the general public on questions regarding the program, where to recycle an appliance, complaints etc.
   (b) Respond to enquiries and correspondence at the info@marrbc.ca email address
   (c) Participate in the development, review and amending of policies and protocols, as required by MARR Executive Director.
   (d) Coordinate meetings of the Local Government Advisory Committee and provide administrative support to MARR Executive Director and Committee.
   (e) Coordinate communications to Participants (e.g., e-newsletters, notifications).
   (f) Participate in strategic planning for all segments of the Program.
   (g) Administrative support to MARR Executive Director.
SCHEDULE B

FEES

In accordance with Article 5, MARR shall pay the Program PCA the following annual amounts in equal monthly installments (the “Monthly Fee”), excluding applicable taxes, for the provision of Services:

**Table 1: Pre-negotiated Contract Fees**

<table>
<thead>
<tr>
<th>Service</th>
<th>2018 Annual Fee</th>
<th>Monthly Fee</th>
</tr>
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<tbody>
<tr>
<td>Participant Recruitment/Registration/Remittances/Reporting/Compliance</td>
<td>$●</td>
<td>$●</td>
</tr>
<tr>
<td>Promotion and Education (P&amp;E) Support Services</td>
<td>$●</td>
<td>$●</td>
</tr>
<tr>
<td>Website Management</td>
<td>$●</td>
<td>$●</td>
</tr>
<tr>
<td>Administrative Duties</td>
<td>$●</td>
<td>$●</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$●</td>
<td>$●</td>
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</tbody>
</table>

**Table 2: Audits**

<table>
<thead>
<tr>
<th>Audit</th>
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<tbody>
<tr>
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</table>
References

(1) The Proposal shall include at least three (3) references where the Respondent has provided similar services within the past five (5) years. Reference contacts must be available to be contacted by the Evaluation Committee during the evaluation period. Reference documentation shall include:

(a) Name of client organization;
(b) Name, title, telephone number, and email address for client contact(s);
(c) A description of the engagement, including its size, scope, and duration, and how it is comparable to the Operational Services;
(d) Identification of Respondent personnel who worked on the referenced engagement, including a description of their role(s) during the engagement, if they are a Respondent Team Member for this NRFP; and
(e) Any metrics that describe the success of the Respondent in achieving the desired outcomes of the referenced client.

Proposed Team

(1) The Proposal must articulate the proposed roles and responsibilities of the Respondent Team Members (preferably in table form), clearly detailing:

(a) Name of the team member;
(b) Title;
(c) Role(s) and responsibilities on the team;
(d) Reporting relationships;
(e) Expected level of involvement/effort committed to this engagement; and
(f) Proposed location of work.

(2) The Proposal must substantiate the capabilities of the entire Respondent Team, clearly demonstrating each individual’s credentials, and area(s) of expertise and experience – preferably on engagements similar in scope and complexity to the Operational Services.
Information Systems

(1) Respondents must provide a summary of the information management systems that will be used to support the Operational Services. In particular, Proposals should highlight whether the systems will be developed exclusively for the MARR program, adapted from existing systems used for other similar programs, or acquired out-of-the-box.

(2) All systems must have the capacity for MARR program Participants and Service Providers to submit required reports, invoices, and payments, using a web-based interface.

Price Submissions

(1) Respondent price submissions must be in table form.

(2) Respondent price submissions must include a base price and a contingency amount (the sum of which equals the ceiling price for the Operational Services) for the entire engagement broken down by year (i.e. Year 1, Year 2, and Year 3).

(a) Respondents take note: contingency amounts shall only be applied under strict circumstances agreed to by MARR and the Successful Respondent(s) in the Final Agreement.

(3) Annual pricing should also be broken down into the following categories of Operational Services identified in Schedule “A” of the Draft Operational Services Agreement:

(i) Participant recruitment / registration / remittances / reporting / compliance;

(ii) Promotion and education support services;

(iii) Website management;

(iv) Audits; and

(v) Administrative duties.

(4) All Respondent price submissions must clearly note what is included in the base price and what falls under the contingency amount.

(5) Respondent price submissions should identify the hourly rates for all staff involved in the Operational Services, for the purposes of pricing miscellaneous activities and additional services that may be required from time-to-time over the life of the agreement.
(6) Respondent price submissions may also include alternative prices and proposals related to the use of alternative information systems and/or any additional pricing arrangements the Respondent wish to bring forward to MARR for consideration.