



Collectors Agreement

REGISTERED WITH UOMA NS

Keep nature clean!

Version of November 18th, 2019

COLLECTORS Agreement:

BETWEEN:

SOCIÉTÉ DE GESTION DES HUILES USAGÉES de l'Atlantique – Atlantic USED OIL MANAGEMENT ASSOCIATION, a company constituted under Part III of the *Companies Act*, having its principal place of business at 277, Main st, 2nd floor, Fredericton, New Brunswick, represented by Jean Duchesneau, its General Manager, duly authorized to act herein;

(hereinafter called “UOMA NS”)

AND:

(print complete legal entity name)

having its principal place of business at:

(address)

herein represented by:

(print name)

(print title)

duly authorized to act herein, as he/she so declares:

(hereinafter called the “**Collector**”)

PREAMBLE

WHEREAS UOMA NS has been constituted and recognized by Nova Scotia Environment to represent its members that are subject to the Regulation and for the purposes of implementing and managing a recovery and reclamation system for designated materials within the territory of the Province of Nova Scotia; in accordance with this Regulation;

WHEREAS UOMA NS has set up a process for selection and registration of the collectors for the system it operates;

WHEREAS the Collector wishes to register with UOMA NS so that it can participate in the recovery and reclamation system within the territory of the Province of Nova Scotia;

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THE PARTIES AGREE AS FOLLOWS:

1. Definitions

The following words and expressions mean or define:

- (i) **Act:** means the *Environment Act* and the regulations enacted pursuant to it;
- (ii) **Applicant** means any collector who wants to register with UOMA NS, does whatever is necessary, and submits all documents and information required for that purpose;
- (iii) **Collection facility (return collection facility)** means a facility that, as per section 18R of the Regulation, is identified as such under an approved oil and glycol stewardship plan and accepts used oils, used glycols (antifreezes), used oil containers, used glycol (antifreeze) containers and used diesel exhaust fluid containers of 50 liters or less, used oil filters as well as used aerosol lubricant containers for all kinds of lubricants and used aerosol cleaners for automotive parts from people who wish to return them;
- (iv) **Collector** means a business registered with UOMA NS to pick up the designated materials governed by the Regulation from generators or collection facilities and deliver them to a processor registered with UOMA NS;
- (v) **Collectors Agreement or Agreement** means this “Agreement” entered into between the Collector and UOMA NS;
- (vi) **Collectors and Processors Manual** means the manual supplied by UOMA NS to collectors and processors which describes the management system for designated materials set up by UOMA NS and the details of the systems and procedures that relate to their businesses, as amended from time to time by UOMA NS;
- (vii) **Collector Registration Application Form** means the document to be completed by businesses that apply to UOMA NS for registration as collector;
- (viii) **Collector return incentives** means the financial incentive disbursed by UOMA NS to collectors registered with UOMA NS for recovery of designated materials;
- (ix) **Designated materials** means used oils, used oil containers with a capacity of 50 liters or less including used aerosol lubricant containers for all kinds of lubricants, used glycols (antifreezes) and its containers with a capacity of 50 liters or less, used diesel exhaust fluid containers of 50 liters or less, used aerosol containers for cleaners for automotive parts and used oil filters throughout the territory of the province of Nova Scotia;

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- (x) **Generators** means the users of the designated materials in the normal course of business or as private consumers;
- (xi) **Glycol (antifreeze)** means ethylene or propylene glycol used or intended for use as a vehicle or commercial engine coolant, but does not include any of the following: plumbing glycol (antifreeze), windshield washer glycol (antifreeze), lock de-icer glycol (antifreeze), gasoline and diesel fuel antifreeze (glycol), as described in section 18 R of the Regulation;
- (xii) **Glycol (antifreeze) concentration** means the percentage of glycol (antifreeze) as opposed to the percentage of water;
- (xiii) **Minister** means Nova Scotia Environment;
- (xiv) **Oil** means any petroleum or synthetic derived crankcase oil, engine oil and gear oil, and hydraulic fluid, transmission fluid and heat transfer fluid, or fluid used for lubricating purposes in machinery or equipment, as described in section 18 R of the Regulation;
- (xv) **Oil filter** means a spin-on style or element style fluid filter that is used in hydraulic, transmission or internal combustion engine applications, or an oil filter, a diesel fuel filter, a storage tank fuel filter and a household furnace oil filter other than a gasoline filter as described in section 18 R of the Regulation;
- (xvi) **Processor** means a business registered with UOMA NS that process in order to give a second life to designated materials governed by the Regulation;
- (xvii) **Regulation** means the *Solid Waste-Resource Management Regulations*, made under Section 102 the *Environment Act*;
- (xviii) **UOMA NS** means SOCIÉTÉ DE GESTION DES HUILES USAGÉES de l'Atlantique – Atlantic USED OIL MANAGEMENT ASSOCIATION and has been constituted and recognized by Nova Scotia Environment to represent its Members that are subject to the Regulation and for the purposes of implementing and managing a recovery and reclamation system for designated materials within the territory of the province of Nova Scotia in accordance with this Regulation;
- (xix) **Used aerosol containers** means a container that contained aerosol lubricant and cleaner for automotive parts;
- (xx) **Used diesel exhaust fluid containers** means a container with a capacity of 50 liters or less that contained diesel exhaust fluid;
- (xxi) **Used glycol (antifreeze)** means glycol that, through use, storage or handling can no longer be used for its original purpose;
- (xxii) **Used Glycol (antifreeze) container** means a container with a capacity of 50 liters or less that contained glycol;

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- (xxiii) **Used oil** means oil that, through use, storage or handling, can no longer be used for its original purpose,
- (xxiv) **Used oil container** means a container with a capacity of 50 liters or less that contained oil;
- (xxv) **Used oil filter** means an oil filter that, through use, storage or handling, can no longer be used for its original purpose;

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2. Conditions of registration and maintenance of registration

- 2.1 Applicants must send the “Collector Registration Application Form” (available on UOMA NS’ website at uoma.atlantic.com – in the collectors section), together with the documents required on the form and all other documents or information that UOMA NS might reasonably request.
- 2.2 All registrations end on December 31 of each year. They must therefore be renewed by January 1, as per the conditions specified on the “Collectors Registration Renewal Form” (available on UOMA NS’ website at www.uoma-atlantic.com – in the collectors section), and all other documents or information that UOMA NS might reasonably request. The said registration renewals automatically renew the previously signed “Collectors Agreement”.
- 2.3 The Collector and its respective activities and facilities must comply at all times with the applicable laws and regulations, in particular with regard to management of the designated materials and their traceability, risk management and the safety of their operations, as well as training and information for the employees and executives responsible for or the people assigned to such activities.
- 2.4 The Collector must promptly send UOMA NS a copy of any notice of infraction, investigation, complaint or other request from a government or other authority relating to any order, statement of offence, pecuniary administrative penalty or notice of non-compliance with any regulation or legislation, especially any environmental legislation or regulation governing its UOMA NS-related activities.
- 2.5 The Collector agrees not to use the UOMA logo or any other designation prescribed as such by UOMA NS in any form of communication without written authorization by UOMA NS describing the terms and conditions of such use. However, the Collector may mention that it is registered with UOMA NS. If authorized to use UOMA NS’ name, the Collector undertakes to specify that it is doing so as a partner and not as an associate.

3. Obligations of the Collector

3.1.a) Used oils

- i) The Collector agrees to send UOMA NS all invoices for payment of used oils return incentives, with the “Used OIL Collector RI Claim Form” (available on UOMA NS’ website at www.uoma-atlantic.com - in the collectors section) and all other information or documents requested on the form.
- ii) Upon pickup from a used oil generator entitling the Collector to return incentives, the Collector undertakes to use the “Recycle Docket” form (available on UOMA NS’ website at www.uoma-atlantic.com - in the collectors section) and send it to UOMA NS with all the information or documents requested on it.
- iii) The Collector acknowledges and agrees that it is responsible for inserting the dipstick in the tanker truck before and after each

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pickup to determine the volume of used oils recovered from each generator location, and that the generator will have to check the volume of recovered used oils and sign the Recycle Docket. **The Collector must also make sure the designated materials have been recovered for UOMA NS. If a load contains UOMA NS designated materials and materials that are not UOMA NS designated, there must be separate measurements.**

- iv) The Collector must provide UOMA NS with an “Annual Statement“ showing the total volume recovered, including the quantity reported to UOMA NS and the inventories at the beginning and end of the year, etc. (form available on UOMA NS’ website at www.uoma-atlantic.com – in the collectors section).

3.1.b) Used glycols (antifreezes)

- i) The Collector agrees to send to UOMA NS all invoices for payment of used glycols (antifreezes) return incentives, with the “Used GLYCOL (antifreeze) Collector RI Claim Form” (available on UOMA NS’ website at www.uoma-atlantic.com_– in the collectors section) and all other information or documents requested on the form.
- ii) Upon pickup from a used glycol (antifreeze) generator entitling the Collector to return incentives, the Collector undertakes to use the “Recycle Docket” form (available on UOMA NS’ website at www.uoma-atlantic.com – in the collectors section) and send it to UOMA NS with all the information or documents requested on the form.
- iii) The Collector agrees that it is responsible for checking with a refractometer the glycol (antifreeze) concentration in the recovered product and the volume at each generator location. The generator must check the glycol (antifreeze) concentration and the volume of used glycol (antifreeze) recovered and sign the “Recycle Docket”. **The Collector must also make sure the designated materials have been recovered for UOMA NS. If a load contains UOMA NS designated materials and materials that are not UOMA NS designated, there must be separate measurements.**
- iv) The Collector must provide UOMA NS with an “Annual Statement“ showing the total volume recovered, including the quantities reported to UOMA NS and the inventories at the beginning and end of the year, etc. (form available on UOMA NS’ website at www.uoma-atlantic.com – in the collectors section).

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3.1.c) Used filters

- i) The Collector agrees that all used filter weights are to be confirmed by scale ticket. It is understood that the Collector must use the corrected weight to justify invoices sent to UOMA NS.
- ii) The Collector agrees to send UOMA NS all invoices for payment of used filters return incentives, with the "Used FILTERS Collector RI Claim Form" (available on UOMA NS' website at www.uoma-atlantic.com – in the collectors section) and all other information or documents requested on the form.
- iii) Upon pickup from a used filter generator entitling the Collector to return incentives, the Collector undertakes to use the "Recycle Docket" form (available on UOMA NS' website at www.uoma-atlantic.com – in the collectors section) and send it to UOMA NS with all the information or documents requested on the form.
- iv) The Collector agrees that it is responsible for showing the number of barrels or bins containing used filters that have been recovered from each generator location, and that the generator will have to check the number of recovered full or partially-filled barrels or bins and sign the "Recycle Docket".
- v) The Collector also agrees to set up a system allowing the barrels or bins to be identified based on its generator. **The Collector must also make sure the designated materials have been recovered for UOMA NS. If a load contains UOMA NS designated materials and materials that are not UOMA NS designated, there must be separate measurements.**
- vi) The Collector must provide UOMA NS with an "Annual Statement" showing the total volume recovered, including the volume reported to UOMA NS and the inventories at the beginning and end of the year, etc. (form available on UOMA NS' website at www.uoma-atlantic.com – in the collectors section).

3.1.d) Used oil, glycol (antifreeze) and diesel exhaust fluid containers (including used aerosol lubricant and cleaner for automotive parts containers)

- i) The Collector agrees to send UOMA NS all invoices for payment of used oil, antifreeze and diesel exhaust fluid containers return incentives with the "Used oil, glycol (antifreeze) and diesel exhaust fluid CONTAINERS Collector RI Claim Form" (available on UOMA NS' website at www.uoma-atlantic.com

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atlantic.com – collectors section) and all other information or documents requested on the form.

- ii) Upon pickup from a used oil, glycol (antifreeze) and diesel exhaust fluid containers generator entitling the Collector to return incentives, the Collector undertakes to use the “Recycle Docket” form (available on UOMA NS’ website at www.uoma-atlantic.com – in the collectors section) and send it with all the information or documents requested on the form.
- iii) The Collector agrees that it is responsible for justifying the weight of the used oil, glycol (antifreeze) and diesel exhaust fluid containers recovered at each generator location, and that the generator will have to check the weight of the containers recovered and sign the “Recycle Docket”. **The Collector must also make sure the designated materials have been recovered for UOMA NS. If a load contains UOMA NS designated materials and materials that are not UOMA NS designated, there must be separate measurements.**
- iv) The Collector must use the corrected weight to justify the claims submitted to UOMA NS.
- v) The Collector must comply with the minimum percentage of designated materials shown on the “Used oil, glycol (antifreeze) and diesel exhaust fluid CONTAINERS Collector RI Claim Form”; otherwise it will have to reimburse UOMA NS for the excess return incentives received on the excess volume and pay UOMA NS the return incentives that UOMA NS has paid to the processor on the same volume.
- vi) The Collector must provide UOMA NS with an “Annual Statement” showing the TOTAL volume recovered, including the quantities reported to UOMA NS and the inventories at the beginning and end of the year, etc. (form available on UOMA NS’ website at www.uoma-atlantic.com – in the collectors section).

Note: All provisions set out above (except for “v”) also apply to used lubricant and cleaner for automotive parts aerosols, and the “AEROSOL Collectors RI Claim Form” will be used.

4. General payment information

- 4.1 The Collector acknowledges and agrees that it may claim a return incentive only for designated materials recovered during the hundred (100) days preceding the date when UOMA NS receives the “Collector RI Claim Form” for “Used OILS” or “Used GLYCOLS (antifreezes)” or “Used FILTERS” or “Used CONTAINERS” or “Used AEROSOLS”, as the case may be (available on UOMA NS’ website at

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www.uoma-atlantic.com – collectors section). UOMA NS undertakes to disburse the return incentive within thirty (30) days of receipt of the “Collector RI Claim Form” for “Used OILS” or “Used GLYCOLS (antifreezes)” or “Used FILTERS” or “Used CONTAINERS” or “Used AEROSOLS”, as the case may be (available on UOMA NS’ website at www.uoma-atlantic.com – collectors section).

- 4.2 **Exception to the 100-day rule:** in special circumstances that prevent the submission of return incentive claims within one hundred (100) days (the “Statutory Period”), Collectors **may request an extension** to the “Statutory Period”, and **in order to do** so must submit a formal request for an extension **within the 100-day period**, and provide a written explanation as to why the return incentive claims cannot be made within the specified 100-day deadline. UOMA NS must study the extension request promptly. If UOMA NS agrees to grant the extension, the Collector must first provide an interim report of its collections within the “Statutory Period”, without the bill of lading from the processor (no return incentive will therefore be paid), and second, provide the complementary report within eighty (80) days of the end of the “Statutory Period”, together with the bill of lading covering the interim report and complementary report, so that the return incentives can be paid in full.

5. Obligations of UOMA NS

- 5.1 UOMA NS undertakes to pay the Collector the return incentives corresponding to the quantity of designated materials returned acceptably for reuse or reclamation, based on the amounts set out in Appendix I of this “Agreement”, according to the zones created by UOMA NS and described in Appendix II of this “Agreement”. Each zone includes different incentive levels; one for each product (used oils, used glycols (antifreezes), containers, filters and aerosols, etc.). UOMA NS, in its sole discretion, reserves the right to amend, add to or eliminate incentives and modify the zones described in Appendix II of this “Agreement”.
- 5.2 Except as stipulated herein, UOMA NS undertakes not to disclose any confidential document or information received from the Collector, in compliance with the *Freedom of Information and Protection of Privacy Act* (SNS 1993, c.5). However, UOMA NS may transmit any document or information including the information included in its annual report and its stewardship plan to the Minister or to any authorized person at Nova Scotia Environment, or when such transmission is required by law or by any judicial or quasi-judicial authority.
- 5.3 UOMA NS will send the Collector ninety (90) days’ written notice of any amendment to Appendix I or Appendix II about return incentives or zones, unless such amendments clearly benefit the Collector.

6. Term of the “Agreement”

- 6.1 This “Agreement” has a term of one (1) year as of the date it is signed by UOMA NS or until the Collector registration renewal date on or before January 1 after the “Agreement” is signed.

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- 6.2 In the event that the Collector gives UOMA NS written notice of its intention to terminate this “Agreement”, it shall be deemed cancelled within 60 days of the date of receipt of the notice from the Collector. Upon receipt of the notice, UOMA NS may request a verification of the Collector’s books and records.
- 6.3 The Collector hereby acknowledges and agrees that UOMA NS may suspend or revoke the Collector’s registration if the Collector contravenes the law or the applicable regulations or the instruments set out below in subsection 7.3 and in this “Agreement”, or upon any false, misleading or inaccurate representation made, in particular in the application for registration or in a claim form for payment of the return incentives by UOMA NS. The Collector also acknowledges and agrees that UOMA NS may suspend or revoke the Collector’s registration certificate if (a) the Collector retires from business, (b) the Collector requests revocation of its registration certificate with UOMA NS, (c) the Collector becomes bankrupt or insolvent, or (d) there are significant or repeated breaches of the Collector’s obligations under the terms hereof or those outlined in the “Collectors and Processors Manual”.
- 6.4 The Collector agrees to surrender its registration certificate promptly to UOMA NS if the Collector’s registration is revoked or suspended. The Collector agrees not to participate in UOMA NS’ programs or carry on a business under the banner of such programs if it is not registered or if its registration is suspended or revoked.

7. General conditions

- 7.1 The Collector hereby confirms that all information submitted to UOMA NS is true and accurate; and undertakes to send UOMA NS any amendment thereto promptly or upon renewal of its “Agreement”. The Collector also undertakes that any document or information to be transmitted to UOMA NS in the future will be in compliance and accurate.
- 7.2 The Collector agrees to indemnify and hold harmless UOMA NS, its officers, employees and its agents or mandataries against all liability of any nature whatsoever relating to its operations, costs, expenses, claims and suits, including judicial and extra-judicial fees, as well as reasonable attorney fees and other expenses, that may result from any false, misleading or inaccurate statement provided by the Collector.
- 7.3 The Collector acknowledges UOMA NS’ authority to adopt, amend or withdraw regulations, programs, policies and procedures; and agrees to be bound by this “Agreement”, by the “Collectors and Processors Manual”, and by UOMA NS’ bylaws, programs, policies and procedures; and honor the obligations contained therein.
- 7.4 Without restricting the obligations set out in Section 8 hereof, the Collector agrees to provide any inquiry, certificate of insurance, document, receipt, registration or other information required for the purposes of its registration or a claim for return incentives that UOMA NS may reasonably request.

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- 7.5 The Collector agrees that UOMA NS will create and maintain an up-to-date database of collectors registered with UOMA NS, which may be consulted by Nova Scotia Environment, and the information it contains may be transmitted to the Minister and published in the Nova Scotia *Royal Gazette*, in accordance with the Act.
- 7.6 In the event that a registration is granted and/or a payment is made by UOMA NS and the information provided by the Collector is false, misleading or inaccurate, it is understood that such registration or payment was made without right or in error. Any such registration will therefore be null, void and any such payment must be promptly reimbursed to UOMA NS upon discovery of the misstatement or error.
- 7.7 UOMA NS has the right, in its sole discretion, to withhold any payment or registration application until it completes its verification or obtains information it deems sufficient from the Collector.

8. Independent auditor: compliance review

- 8.1 The Collector acknowledges and agrees to keep for at least 6 years complete, accurate and up-to-date books and records of all its operations and information required under the terms herein and the Regulation with regard to the recovered materials and the return incentives.
- 8.2 The Collector acknowledges and agrees that, in order to meet the requirements of the Regulation and this "Agreement" in relation to the compliance review, UOMA NS, Nova Scotia Environment, their auditors, inspectors or other duly authorized representatives shall have full access during normal business hours to the Collector's place of business and books and records, or to the place where the Collectors' books and records are kept, and to any other document or information required in order to complete the compliance reviews required by the Regulation, and have the right to take a copy of those documents at the Collector's expense throughout the term of this "Agreement" and for a period of six (6) years following the termination or cancellation of this "Agreement" or any renewal thereof, as the case may be. Accordingly, the Collector agrees to keep all its books and records and all other documents required for the purposes hereof in the same province in which it registered with UOMA NS.
- 8.3 Such compliance reviews are to be conducted at UOMA NS' expense, unless considerable errors (over 10%) in any amount paid to and/or any data supplied by the Collector are discovered following the compliance review, in which case the Collector must immediately disburse the following amounts to UOMA NS, together with all applicable taxes:
- a) the amount of the incentives overpaid;
 - b) the compliance review expenses; and
 - c) administrative expenses over and above the compliance review expenses, as the case may be, equal to 20% of the overpaid incentive amounts.

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9. Final provisions

- 9.1 The Parties hereto and their respective successors, heirs and legatees, assigns, and other legal representatives and their beneficiaries agree to be bound by the provisions hereof and those of the “Collectors and Processors Manual”, and to honor the obligations incumbent upon them.
- 9.2 The Collector may in no way assign, encumber, alienate or subcontract, in whole or in part, the rights and obligations resulting from this “Agreement” for a purpose not specifically stipulated in the “Agreement” without the prior written consent of UOMA NS. In the event of any full or partial assignment of its business, the Collector will remain liable for the obligations incumbent upon it under the terms of this “Agreement”, jointly and severally with any assignee, even in the event of bankruptcy or insolvency of the assignee. All documents transmitted by the Collector to UOMA NS will be submitted for information, review and verification purposes.
- 9.3 All rights described herein are cumulative and not alternative. The Collector cannot be released from its obligations under the terms of this “Agreement” by the fact that UOMA NS remains silent or delays the exercise of a right or recourse granted to it under this “Agreement”; such silence or delay is never to be interpreted against UOMA NS as an exemption or waiver of the full exercise of its rights and recourses, provided the legal limitation period for the exercise of such rights or recourses has not expired.
- 9.4 The preamble, the “Collectors and Processors Manual” and any document appended to this “Agreement” and any form to be completed (available on UOMA NS’ website at www.uoma-atlantic.com – in the collectors section) form an integral part hereof.
- 9.5 Any contested claim arising from the enforcement of this “Agreement”, any dispute with regard to its performance, including its cancellation or revocation, and any dispute arising from a problem of interpretation of this “Agreement” shall be submitted to arbitration, to the exclusion of the law courts.
- 9.6 The Parties hereto agree that the provisions of the *Arbitration Act* (RSNS 1989, c.19) (the “Act”) currently in effect will govern any arbitration held hereunder. The parties agree that the said arbitration is to be held in the Province of Nova Scotia, City of Halifax before one arbitrator who will be chosen jointly by the parties within 10 days of the claim, failing which the arbitrator is to be appointed by a judge, on motion of one of the parties, pursuant to the provisions of the *Act*.
- 9.7 Any notice required under this “Agreement” will be sufficient if it is in writing and sent by a method of communication which allows the sending party to prove that the said notice was actually delivered to the addressee party at the address indicated at the beginning of the “Agreement” or at any other address that the latter may make known in accordance with this section.

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- 9.8 This “Agreement” may be amended in whole or in part, only on UOMA NS’ initiative. Subject to the Collector’s right to terminate this “Agreement”, any amendment thus made will take effect only on the date stipulated in the written notice communicated to the Collectors in accordance with this “Agreement”.
- 9.9 The “Agreement” and its interpretation, performance, application, validity and effects are subject to the applicable laws in effect in the Province of Nova Scotia and in Canada, which govern all of the provisions it contains in whole or in part.
- 9.10 Any provision of this “Agreement” not in compliance with the legislation shall be deemed to have no effect to the extent that it is prohibited by any law. The same applies for all clauses subordinated or related to such provision, to the extent that their applicability depends on the said provision.

THE COLLECTOR:

SOCIÉTÉ DE GESTION DES HUILES USAGÉES de l’Atlantique – Atlantic USED OIL MANAGEMENT ASSOCIATION (UOMA NS):

(print company name)

Signature:

(print signatory’s name)

(signatory’s title)

Date: _____

Signature:

Jean Duchesneau

General Manager

Date: _____

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ANNEXE I

Collectors Return Incentives

Rates as of January 1st, 2020 *

ZONE	USED OILS (\$/litre)	USED GLYCOLS (antifreezes) (45-55) (\$/litre)	USED FILTERS (\$/kg)	USED OILS, USED GLYCOLS (antifreezes) and USED DEF CONTAINERS (\$/kg)	USED AEROSOLS (lubricant and cleaner for automotive parts CONTAINERS (\$/kg)
1	0.04	0.50	0.80	2.25	3.65
2	0.08	0.60	0.85	2.45	3.75
3	0.10	0.80	0.95	2.60	3.95
4	0.12	0.90	1.10	2.90	4.05

NOTE: For information concerning RI rates for Internal Collectors Processors, please contact UOMA NS.

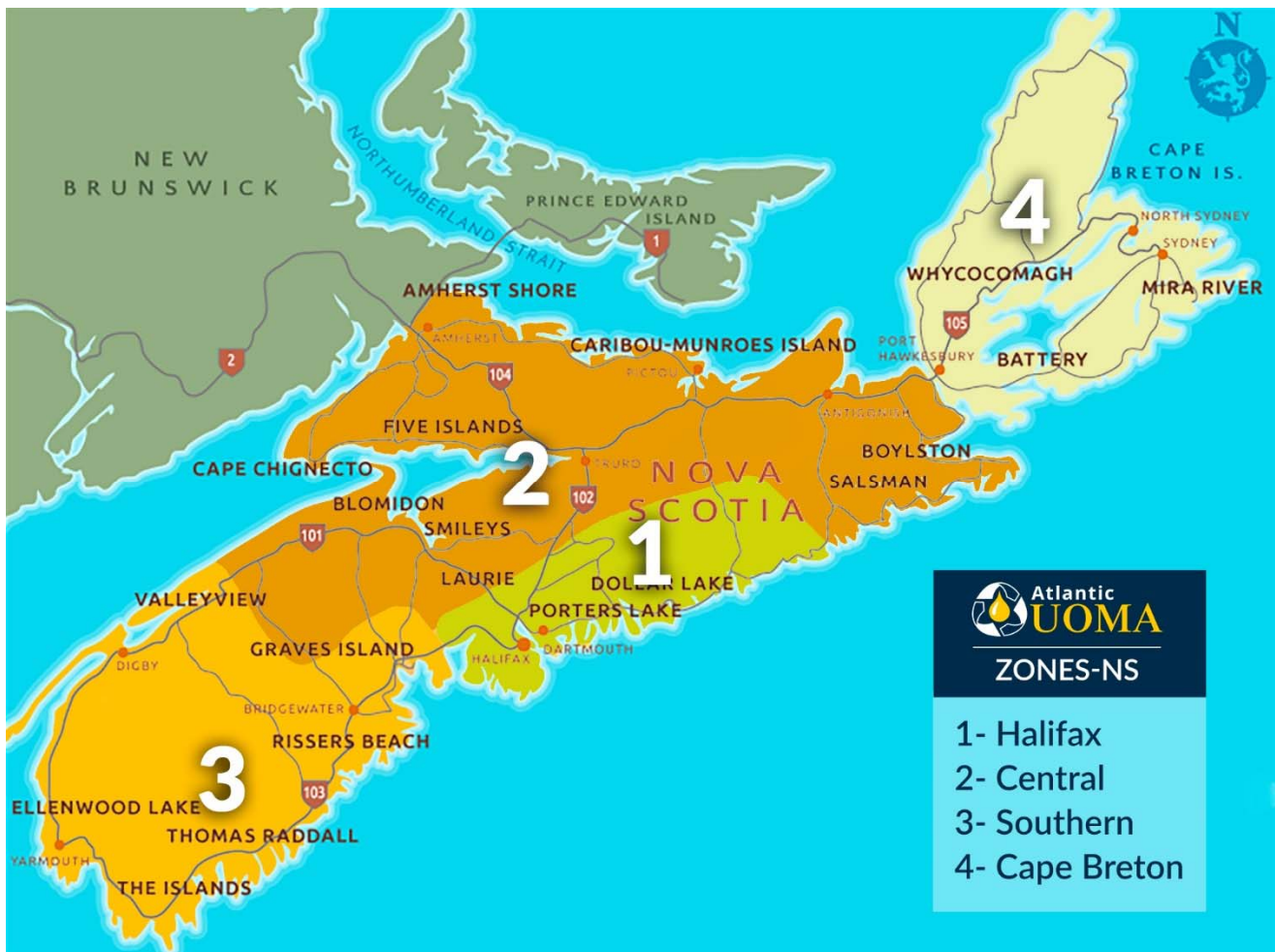
* Subject to the terms of Article 5.1 of the "Agreement"

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ANNEXE II

Here is a brief geographical description of the four incentives zones established on the natural counties of Nova Scotia with partnership of collectors.



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