



ATTENTION: NORTHERN CARE MEMBERS:

RE: REGIONAL AGREEMENT with ECO METALS RECOVERY OF EDMONTON

In keeping with Northern CARE's mandate, we are striving to negotiate the best possible **Regional Agreements** for the products that you, our members, recycle. These agreements allow for Northern CARE to work towards self-sustainability and at the same time, they address current market pricing of the products. This is a win-win situation for Northern CARE, our members and the brokers/collectors.

By promoting Northern CARE as a large, diverse group, within the regional agreements, we are able to offer a larger volume of products to the various recycling brokers/collectors with a single, liaison contact for negotiation. This allows us to negotiate best-pricing and a variety of options for you, our valuable members. As we move forward with our negotiations, with the various brokers/collectors, we will be keeping you informed of the brokers/collectors that we consider as our "Approved Brokers/Collectors". The "Approved Brokers/Collectors" list will be posted and updated on our website.

The first approved Broker/Collector that we would like to introduce to you is Eco Metals Recovery, of Edmonton, Alberta. We have successfully negotiated a generic contract with them to provide:

- Metal recycling services from your landfills and locations
- Base pricing on your White Goods
- CFC/HFC removal services at a fixed rate
- Guaranteed transportation costs according to zone

We have attached a copy of the generic contract for your records and a contact telephone number for Eco Metals Recovery. If you already have a metals broker/collector, that you prefer to use, please let us know so that we can negotiate with them to add them to our Approved Broker/Collector list.

Our goal, over time, is to have a list of Approved Brokers/Collectors on a regional basis for our members for the following products:

Metals	e-Waste
Fluorescent Tubes	Paint
Paper products and OCC	HHW
Used Oil Materials	



By coordinating and negotiating these new agreements, we believe that we can develop partnerships, for your benefit as members of Northern CARE. Once again, if you already have brokers/collectors that provide you with satisfactory service, please forward their names to us to talk to.

Eco Metals will provide services in a timely manner and leave your site in a neat and tidy standard. To contact ECO Metals, please call Christine Powell at 1-780-716-3902 for arrangements for your scrap metal needs.

If you have any questions or need further information, please do not hesitate to call 1-866-818-2273 toll free or email executivedirector@northerncare.org

Linda McDonald
Executive Director
1-780-980-8089 or 1-780-668-6767
www.northerncare.org
July 17, 2008

RECYCLING AGREEMENT

THIS AGREEMENT is made and effective as of the _____ day of July, 2008.

BETWEEN: **1186697 Alberta Ltd.**
 O/A Eco Metals Recovery

(hereinafter referred to as " EMR ")

OF THE FIRST PART

- and -

(Municipality/Waste Commission/Member Name)

(hereinafter referred to as " (XXX) ")

OF THE SECOND PART

AND WHEREAS EMR and (XXX) have agreed to a proposal for recycling of metal materials:

AND WHEREAS EMR and (XXX) are desirous of clarifying the responsibilities of each party hereto;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the mutual and other covenants herein contained, the parties hereto covenant and agree together as follows:

RECYCLING AGREEMENT

ARTICLE 1 GENERAL CLAUSES

1.1 This agreement shall be in force for a period of one (1) year commencing on the date of execution of this agreement.

1.2 This Agreement may be altered or extended upon mutual agreement of both parties, with 30 days written notice.

1.3 The Agreement is not transferable.

1.4 For the purpose of this Agreement, all correspondence shall be directed as follows:

1186697 Alberta Ltd.
O/A Eco Metals Recovery
5815 – 103 A St.
Edmonton, Alberta T6H 2J7
- and -
(Municipality/Waste Commission/Member Name)
Address
Address

1.5 Either Party may terminate this agreement by providing a three (3) month written notice to the address noted in clause 1.4. Both Parties mutually agree that all business transactions during the three (3) month period will be completed as per this agreement.

RECYCLING AGREEMENT

ARTICLE 2 COVENANTS OF EMR

- 2.1** EMR agrees to maintain the lands used thereon in a neat and orderly standard acceptable to (XXX)

- 2.2** EMR agrees to save harmless (XXX) from any actions, claims or demands that may result from the operations of EMR and agrees to maintain and keep in force, during the term of the agreement, a minimum of one million (\$1,000,000.00) dollars liability insurance.

- 2.3** EMR agrees to designate an EMR employee with the responsibility of addressing (XXX) recycling needs, such as removal scheduling and acting as the key EMR contact.

ARTICLE 3 COVENANTS BY (XXX)

- 3.1** (XXX) agrees to provide an assigned area for EMR staff and equipment.

- 3.2** (XXX) agrees to sort white goods and mixed metals, with a separate area for environmentally hazardous metals (eg. Fridges & freezers) to the state agreed upon between (XXX) and EMR.

- 3.3** (XXX) Facility Manager will ensure that EMR employees are educated on the (XXX) designated areas and safety precautions.

- 3.4** (XXX) agrees to separate all goods that require contained-gas removal and provide a designated area for EMR employees to safely remove contained gas.

- 3.5** (XXX) Facility Manager will ensure that EMR is aware of the safety equipment and procedures of the (XXX) facility.

RECYCLING AGREEMENT

ARTICLE 4 RECYCLING PAYMENT SCHEDULE

- 4.1** EMR will pay a rate of \$20.00 to \$40.00 per MT, depending on volume, for white goods removed from (XXX) facility.

- 4.2** EMR will pay for other metals, depending on volume and type of metal, at an agreed upon rate per MT.

- 4.3** Some metals, such as paint cans, may not have a market at this time.

- 4.4** EMR will deduct \$5.00 to \$15.00 per MT, as a shipping charge, for materials removed from (XXX) facility, depending on volume and shipping zone.

- 4.5** CFC/HFC removal, if required, will be provided at a rate of \$20.00 per unit.

- 4.6** EMR will also deduct a commission fee of 20% of the total paid to (XXX), to be paid to Northern Coordinated Action for Recycling Enterprises.

- 4.7** EMR agrees to remit to (XXX) the recycling payment within 30 days of removing materials from the (XXX) facility.

IN WITNESS THEREOF, we have hereunto subscribed our name

(XXX) 1186697 Alberta Ltd. O/A Eco Metals Recovery

Printed Name Printed Name

witness witness

RECYCLING AGREEMENT
