

SCHEDULE [●]
STATEMENT OF WORK FOR MULTI-FAMILY BUILDING COLLECTION SERVICES

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between [●] ("**Contractor**") and **Multi-Material BC Society ("MMBC")** made as of November 30, 2013 (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is November 30, 2013.

SECTION 1. Interpretation

- 1.1 Definitions. In this Statement of Work, the following terms will have the following meaning. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"Agreement" has the meaning set out on the first page of this Statement of Work.

"Corrugated Cardboard" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"Container" means means a container used for storage of In-Scope PPP at a central location in a Multi-Family Building complex.

"Customer" means each Multi-Family Building identified in Attachment 2.1.1.

"Designated Post-Collection Service Provider" means the delivery point, designated by MMBC, for the Contractor-collected In-Scope PPP.

"In-Scope PPP" mean the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by MMBC in writing from time to time.

"Industrial, Commercial and Institutional" or "ICI" means any operation or facility other than a Multi-Family Household, including: commercial facilities such as retail stores or offices located in the street level or lower levels of a Multi-Family Building and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such social or community service organizations and personal or health care facilities located in the street level or lower levels of a multi-family building and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"Multi-Family Building" means a complex, where residents are expected to deliver In-Scope PPP to a central storage area accessible by all residents, from which collection occurs.

"Multi-Family Household" means a self-contained dwelling unit providing accommodation to one or more people where the resident is expected to deliver In-Scope PPP to a central location within the Multi-Family Building from which the In-Scope PPP is collected.

"Non-PPP Items" means any material that is not In-Scope PPP.

"Private Road" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

"Public Street" means a public right-of-way used for public travel, including public alleys and lanes.

"Service Area" means the Multi-Family Buildings identified in Attachment 2.1.1.

“Service Commencement Date” means May 19, 2014.

“SOW Effective Date” has the meaning set out on the first page of this Statement of Work.

“SOW Services” has the meaning set out in Section 2.

1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement:

Attachment	Description
Attachment 2.1.1	– Service Area
Attachment 2.1.2	– In-Scope PPP
Attachment 3.4	– Service Levels
Attachment 5	– Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the **“SOW Services”**):

2.1 Multi-Family Building Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP from Customers in the Service Area as further described in this Section 2.1 (the **“Multi-Family Building Collection”**) and in accordance with the terms of the Agreement and this SOW.

2.1.1 Service Area.

- (a) Contractor will perform Multi-Family Building Collection from Customers in the Service Area.
- (b) Contractor may request to add additional Multi-Family Buildings to the Service Area where Contractor has entered into an agreement with such Multi-Family Building to provide Multi-Family Building Collection. MMBC will consider the request and may add the Multi-Family Building to the Service Area on a date to be agreed by MMBC and Contractor. When notified, Contractor will procure Containers and collection vehicles as needed to perform collection starting on the date provided by MMBC in such notice, and Fees will be adjusted in accordance with Section 5. MMBC may, at its discretion, limit the frequency at which such requests may be made (but in any event such requests may be made at least quarterly).
- (c) Contractor may request to remove Multi-Family Buildings from the Service Area where Contractor will no longer be providing such Multi-Family Building with Multi-Family Building Collection. MMBC will consider the request and may remove the Multi-Family Building from the Service Area on a date to be agreed by MMBC and Contractor. Fees will be adjusted in accordance with Section 5. MMBC may, at its discretion, limit the frequency at which such requests may be made (but in any event such requests may be made at least quarterly).
- (d) MMBC may remove all or a portion of a Multi-Family Building from the Service Area, immediately upon notice, where Contractor has committed any breach of this Agreement in respect of such Multi-Family Building (including a failure to

meet or exceed applicable Service Levels), and has failed to cure such breach within 30 days of being given notice thereof by MMBC.

2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP from all Customers that are placed in Containers (including both Contractor-provided and Customer-owned Containers).
- (b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. PPP delivered to the Designated Post-Collection Service Provider will consist of no more than three percent (3%) by weight of Non-PPP Items. Loads exceeding three percent (3%) by weight of Non-PPP Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.
- (c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste under this SOW.

2.1.3 Collection.

- (a) Contractor shall not place limits on the quantity of In-Scope PPP collected from Customers.
- (b) Contractor will pick up In-Scope PPP in Containers that are directly, or reasonably, accessible by the collection vehicle. The Containers may be in a Public Street if the Customer has special permission from the local government to store the Containers in a Public Street.
- (c) Contractor will perform Multi-Family Building Collection with sufficient frequency that each Multi-Family Building always maintains sufficient capacity in its uncollected Containers so as not to be a barrier to Customer use; provided that the service standard hereunder is not intended to require Contractor to perform Multi-Family Building Collection more frequently than once per week.
- (d) If Multi-Family Building Collection includes glass packaging, the glass packaging will be segregated from all other PPP.
- (e) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- (f) Contractor will make collections in an orderly, non-disruptive and quiet manner, and will return Containers with their lids closed in their set out location in an orderly manner.
- (g) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of Non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of Non-PPP Items. Customers that receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of Non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, MMBC may remove the Customer from the Service Area.

2.1.4 Containers.

- (a) Contractor will ensure that Containers provided to Customers provide sufficient volume to accommodate In-Scope PPP generated by the Customer between collections and that Container capacity and design is not a barrier to Customer use.
- (b) Contractor will replace Contractor provided Containers once they no longer meet a sanitary and well maintained condition.
- (c) Where Customer chooses to provide their own Container, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (d) If Contractor does not allow In-Scope PPP to be in single-use plastic bags when put in Containers, Contractor will not start allowing In-Scope PPP in single-use plastic bags in Containers without MMBC's prior written approval.

2.1.5 Designated Post-Collection Service Provider.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not dispose of any collected In-Scope PPP without prior written authorization from MMBC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location 60 kilometers from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If delivery to the Designated Post-Collection Service Provider requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider.
- (d) MMBC may change the Designated Post-Collection Service Provider upon 30 days' notice. If MMBC changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(c), such change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement (provided that Contractor may not refuse such a change).

- (e) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of Non-PPP Items or contains any hazardous or special waste, MMBC reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Multi-Family Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting subsection (b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles will be cleaned up or removed by Contractor within three hours of the discharge and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to MMBC in writing. Contractor will comply with all Applicable Laws in respect of ground-water or drainage systems safety and standards.

2.1.7 Routes

- (a) Contractor collection routes may not include any locations other than those listed as the Service Area. Contractor collection vehicles used to perform Multi-Family Building Collection may only be used for locations other than those listed as the Service Area if they are emptied before and after such other use and Contractor has obtained prior approval from MMBC in writing.
- (b) Contractor will coordinate with each Multi-Family Building to arrange for a pick-up schedule that is convenient for the Multi-Family Building, and, if requested by the Multi-Family Building, that is consistent.

2.1.8 Pilot Programs.

- (a) MMBC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. MMBC will notify Contractor in writing at least 90 days prior of its intention to implement a

pilot program or of its intentions to utilize a new technology system in a Service Area. The costs (or savings) accrued by MMBC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the main body of the Agreement. If MMBC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this SOW, such a change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement.

- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by MMBC. Contractor-initiated pilot programs will be performed at no additional cost to MMBC.

2.2 Customer Service and Management. As part of Multi-Family Building Collection, Contractor will provide the following Services.

2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and MMBC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (b) Contractor will maintain a twenty-four (24) emergency telephone number for use by MMBC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for MMBC-use during all hours, including normal office hours.
- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by MMBC to handle Customer complaints and service requests in a timely manner, the Contractor will increase staffing levels to address the performance deficiency.
- (b) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the end of the fourth month after the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior MMBC review and approval.

2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following business day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Customer service log will be available for inspection by MMBC during Contractor's office hours, and will be in a format approved by MMBC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly).

2.3 Promotion and Education.

- 2.3.1 Where the Contractor is not a local government, MMBC will have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs. Contractor will provide MMBC with assistance and cooperation, including distributing MMBC-developed promotional and educational brochures and assisting with promotion, education and outreach programs at the direction of MMBC. Where Contractor is a local government, Contractor will have primary responsibility for executing public promotion, education, and outreach programs, incorporating MMBC-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Multi-Family Building Collection.

SECTION 3. Performance Standards and Operational Requirements

3.1 Personnel Conduct.

- 3.1.1 Contractor personnel performing Multi-Family Building Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- 3.1.2 Contractor personnel will wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer.

- 3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Multi-Family Building Collection.

- 3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to MMBC. Any collection vehicles not meeting these standards will not be used in the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.2 Contractor will maintain all vehicles used in the performance of Multi-Family Building Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.
- 3.3 SOW Record and Reporting Requirements. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
- 3.3.1 Service Delivery Reporting
- (a) provide to MMBC, on the Service Commencement Date, a complete initial inventory of the equipment to be used to perform Multi-Family Building Collection. Contractor will regularly revise the inventory to reflect any changes.
 - (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.
 - (c) maintain the following records, and such other records as may be requested by MMBC:
 - (i) Tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
 - (ii) Changes to equipment or inventory;
 - (iii) Customer communications related to Multi-Family Building Collection including telephone calls, letters, e-mails and text messages; and
 - (iv) Notices left for Customers.
 - (d) make all records maintained pursuant to this Statement of Work available to MMBC upon request, and if requested by MMBC, will provide a regular (but no more frequently than monthly) report to MMBC, in a format and by a method approved by MMBC, setting out or summarizing (at MMBC's discretion) such records as may be indicated by MMBC for the reporting period.
 - (e) upon MMBC's request, provide up to four ad-hoc reports each year, at no additional cost to MMBC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in MMBC-defined format and

software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

3.3.2 Claims Reporting

- (a) All loads must be documented in a manner specified by MMBC, from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2; MMBC's claim reporting system will be customized to display only the material types classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 2.1.2), and such other information as MMBC may designate (collectively, "**Claim Information**"). Standard tare weights for specific trucks may only be used on specific written permission of MMBC.
- (b) At least every two weeks, Contractor will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.
- (c) MMBC will issue a claim summary to Contractor (which, if agreed by Contractor, MMBC, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to MMBC by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to MMBC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.
- (d) After MMBC has approved the Claim Information for Contractor, MMBC will issue a purchase order to Contractor, including a reference number. If MMBC requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice MMBC for such purchase order. Contractor must include the purchase order reference number on its invoice. For clarity, issuance of a claim summary does not indicate or evidence that MMBC has approved the applicable Claim Information.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, MMBC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until the expiry of a five (5) year period following the SOW Effective Date. MMBC may extend this Statement of Work for up to two (2) further periods of one (1) year each, by giving Contractor notice in writing not less than 180 days before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by MMBC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work and such Fees begin after the Service Commencement Date.

SECTION 6. Additional Terms

6.1 No Double Charge. Contractor will not charge Customers a price for delivery of the SOW Services that includes the value of the Fees to be paid by MMBC under this Statement of Work.

Collection that is more frequent than once per week is considered to be an enhanced service at Contractor may charge Customers a fee for such enhance service (however, regardless of collection frequency, all In-Scope PPP collected by Contractor from Multi-Family Buildings falls within the scope of this Statement of Work)

- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.
- 6.4 No Shared Services. Contractor will not collect any material other than the In-Scope PPP to be collected under this Agreement (whether on Contractor's own behalf, or on behalf of any third party) while providing the Services.

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MULTI-MATERIAL BC SOCIETY

[CONTRACTOR]

Per: SAMPLE – NOT FOR SIGNATURE
(I have authority to bind MMBC)

Per: SAMPLE – NOT FOR SIGNATURE
(I have authority to bind Contractor)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Per: SAMPLE – NOT FOR SIGNATURE
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to MMBC, Contractor and the first signatory represent that no additional signatories are required).

**ATTACHMENT 2.1.1 TO SCHEDULE [●]
SERVICE AREA**

1. Under this Statement of Work,
 - (a) the initial Multi-Family Household Baseline (as defined in Attachment 5) will be [●]; and
 - (b) the initial Multi-Family ICI Baseline (as defined in Attachment 5) will be [●].
2. The Service Area is:

[Note: When the SOW is executed, Attachment 2.1.1 will include a list of Multi-Family Buildings to be serviced by Contractor.]

**ATTACHMENT 2.1.2 TO SCHEDULE [•]
IN-SCOPE PPP**

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- ☐ PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- ☐ PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- ☐ PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- ☐ PPP in Category 8, segregated from all other PPP.

And, to the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

**ATTACHMENT 3.4 TO SCHEDULE [•]
SERVICE LEVEL FAILURES**

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

	Service Level Failure	Service Level Failure Credit												
1	Failure to clean-up or collect spilled materials within 2 hours.	Twice the cost of cleanup incurred by MMBC (if MMBC performs the cleanup) and \$500 per incident (regardless of who performs the cleanup).												
2	Overstatement of Multi-Family Households or understatement of industrial, commercial and institutional units in Multi-Family Buildings.	\$5,000 per incident.												
3	Failure to separate collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from MMBC.	\$5,000 per route, plus \$3,000 per week until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by MMBC.												
4	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of Non-PPP Items.	<p>The Per Load Amount per weigh-scale ticketed load, but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the “Per Load Amount” will be determined by the Curbside Household Baseline (as defined in Attachment 5), in accordance with the following table:</p> <table><tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr><tr><td>10,000+</td><td>\$5,000</td></tr><tr><td>5,000-9,999</td><td>\$3,750</td></tr><tr><td>2,500-4,999</td><td>\$2,500</td></tr><tr><td>499-2,499</td><td>\$1,250</td></tr><tr><td>0-499</td><td>\$500</td></tr></table>	Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
5	A failure to comply with Section 4.6.1 and 4.6.2, or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by MMBC plus \$5,000 per day of Labour Disruption.												
6	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of MMBC	\$25,000 per weigh-scale ticketed load.												

2. If the average annual amount of In-Scope PPP collected per Multi-Family Household by Contractor, in any 12 month period (based on the Multi-Family Household Baseline defined in Attachment 5), falls below 75 kilograms, then Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to raise its collection yield above 75 kilograms per Multi-Family Household. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to increase collection yield, and, at MMBC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.
3. If the quantity of Category 8 Glass Packaging has not declined to less than 3% (by weight) in the Categories 1, 2, 3, 6 and 7 PPP collected through Multi-Family Building Collection within one year of the Service Commencement Date, the Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to reduce the quantity of Category 8 Glass Packaging to this level. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to achieve the stated objective.

**ATTACHMENT 5 TO SCHEDULE [●]
FEES**

1. In this Attachment, the following terms will have the following meaning:

“Bonus Period” means each 365 day period during the SOW Term, commencing on the Service Commencement Date.

“Multi-Family Household Baseline” means the number of Multi-Family Households in Service Area as initially set out in Attachment 2.1.1, as may be modified when Multi-Family Buildings are added or removed from the Service Area in accordance with Section 2.1.1 of this Statement of Work, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

“Multi-Family ICI Baseline” means the number of Industrial, Commercial and Institutional locations in the Service Area receiving Multi-Family Collection Service as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 2.1.1, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

2. In consideration for Contractor’s performance of the SOW Services MMBC will pay Contractor:

- (a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Multi-Family Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

	Multi-Family Household Baseline	\$ per Multi-Family Household per Year
<input type="checkbox"/>	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	\$17.00
<input type="checkbox"/>	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	\$20.00

- (b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services pursuant to this Agreement in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Multi-Family Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	Top Up available to local governments accepting Multi-Family Building incentive	\$ per Multi-Family Household per Year
<input type="checkbox"/>	Resident Education Top Up	\$1.00
<input type="checkbox"/>	Depot Top Up	\$0.25
<input type="checkbox"/>	Service Administration Top Up	\$2.50

Without limiting Contractor’s obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Multi-Family Building Collection Services.

- (c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

Multi-Family Building Collection Financial Incentive		
<input type="checkbox"/>	Category 8 - Glass packaging	\$ per Tonne
		\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the Multi-Family Household Baseline, where the “Achieved Bonus Amount” is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Multi-Family Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the Multi-Family Household Baseline and the approved claims submitted for the Bonus Period. The annual performance bonus, if any, will be paid no later than 30 days after the contract anniversary date.

Approved claims exclude In-Scope PPP collected from Multi-Family Buildings in a vehicle with In-Scope PPP collected from Curbside Households.

If Contractor also provides collection services to curbside households pursuant to another Statement of Work under this Agreement (“**Curbside Household Collection**”), and In-Scope PPP collected from Multi-Family Buildings under this Statement of Work is collected in a vehicle with In-Scope PPP collected during Curbside Household Collection, then, for the purpose of calculating the performance bonus under this subsection (c), the Multi-Family Household Baseline will be adjusted to exclude the number of Multi-Family Households whose In-Scope PPP has been collected in this manner.

Multi-Family Building Collection Performance Bonus						
Avg In-Scope PPP Collected per Multi-Family Household Per Year	100 – 109 Kilograms	110 – 119 Kilograms	120 – 129 Kilograms	130 – 139 Kilograms	140 - 149 Kilograms	> 150 Kilograms
Performance Bonus	\$ per Multi-Family Household per Bonus Period					
	\$0.50	\$1.00	\$1.50	\$2.00	\$2.50	\$3.00