

**SCHEDULE 2.1(a)**  
**STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT**

This Statement of Work is incorporated into, and forms part of the Master Services Agreement made between [redacted] ("**Contractor**") and Multi-Material Stewardship Manitoba Inc. ("**MMSM**") made as of [redacted] (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is [redacted].

**SECTION 1. Interpretation**

1.1 Definitions. In this Statement of Work (including the attachments hereto), the following terms will have the following meanings. 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.

"**Container**" means any reusable bin, box, tote, blue or clear bag, open container or cart acceptable to MMSM used for household storage and curbside set-out of Mandatory Materials PPP in the performance of this Statement of Work.

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

"**Curb**" or "**Curbside**" means a location within one metre of a Public Street or Private Road.

"**Curbside Collection**" has the meaning set out in Section 2.1.

"**Curbside Household**" means a self-contained dwelling unit providing accommodation to one or more people, including (i) single-family dwellings, (ii) buildings with up to six units and (iii) rowhouses and townhouses, or in any instance where the resident of each unit is instructed to individually set out Mandatory Materials PPP at the Curb for collection.

"**Curbside Household Baseline**" has the meaning set out in Attachment 5.

"**Customer**" means residents of Curbside Households within the Service Area.

"**Designated Post-Collection Facility**" means the facility at which Contractor delivers single stream Mandatory Materials PPP to the Designated Post-Collection Service Provider.

"**Designated Post-Collection Service Provider**" means the entity, designated by MMSM, to receive loose or baled single stream Mandatory Materials PPP.

"**Mandatory Materials PPP**" means the PPP set out in Attachment 2.1.2 and such other materials identified as Mandatory Materials PPP by MMSM in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Curbside Household, including but not limited to industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities; and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

**“Missed Collection”** means any failure of Contractor to collect Mandatory Materials PPP that has been set out by a Customer on the Customer’s scheduled collection day by the appointed set out time.

**“Not Accepted Materials”** means, collectively, any material that is not PPP (as that term is defined in the Agreement).

**“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.

**“Service Area”** means the geographic area delineated in Attachment 2.1.1.

**“Service Commencement Date”** means [●].

**“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.

**“SOW Term”** has the meaning set out in Section 4.

1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- Mandatory Materials PPP
Attachment 3.4	- Service Level Failures
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 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect Mandatory Materials PPP at Curbside from all Customers within the Service Area as further described in this Section 2.1 (**“Curbside Collection”**) and in accordance with the terms of the Agreement and this Statement of Work.

### 2.1.1 Service Area.

- (a) Contractor will perform Curbside Collection from Curbside Households in the Service Area.
- (b) Changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the Agreement.
- (c) Notwithstanding the Curbside Household Baseline and subject to Sections 2.1.2(g) and 2.1.4(e), Contractor is obligated to provide Curbside Collection from all Curbside Households in the Service Area.

- (d) Contractor will collect Mandatory Materials PPP only from ICI locations approved by MMSM in advance. MMSM shall have the right, exercisable at any time in its sole discretion, to revoke its approval of any one or more ICI locations.
- (e) Contractor will not be entitled to receive any Fees or other payments in respect of Mandatory Materials PPP collected from ICI locations and will be solely responsible for all costs associated with the collection and post-collection management of Mandatory Materials PPP collected from ICI locations. MMSM reserves the right to develop and apply a methodology, at its own sole discretion, for calculating the amount of In-Scope PPP from locations included in the Contractor-collected In-Scope PPP delivered to designated Post-Collection Facility (the “**Determined ICI Amount**”). Without limiting the generality of the foregoing, Contractor acknowledges and agrees that Contractor will be solely responsible for any costs or fees charged by the Designated Post-Collection Service Provider in respect of the Determined ICI Amount.

2.1.2 PPP Materials.

- (a) From all Customers, Contractor will collect all Mandatory Materials PPP that are placed in Containers (including both Contractor-provided and Customer-owned Containers) at the curb. Where Contractor uses Containers other than automated carts, Contractor will also collect Corrugated Cardboard that is flattened and stacked by the Customers’ Container (or stacked alone if no Container is present).

<b>Mandatory Materials</b>
<b>Printed Paper</b>
Newsprint and flyers
Magazines & catalogues
Telephone directories
Other Printed Paper
<b>Paper Packaging</b>
Boxboard
Polycoated Cartons
Corrugated cardboard
<b>Aluminum Packaging</b>
Aluminum food & beverage containers
<b>Steel Packaging</b>
Steel food & beverage containers
<b>Glass Packaging</b>
Glass food & beverage containers
<b>Plastic Packaging</b>
PET Plastic (#1)
HDPE Natural and Coloured Plastic (#2)
Household Plastics (#3, #4, #5, #7)

- (b) Materials collected by Contractor may not contain more than 5% by weight of residue. Loads exceeding 5% by weight of residue may be subject to rejection by

the Designated Post-Collection Service Provider and may result in **Service Level Failure Credits**.

- (c) Materials collected by Contractor may not contain (i) any packaging containing hazardous or special waste.
- (d) Implement and maintain reasonable procedures to ensure that loads delivered to the Designated Post-Collection Facility comply with the requirements set forth in this Section including monitoring the content of collected materials and implementing procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by MMSM from time to time. If MMSM determines that such procedures are inadequate, Contractor will adopt such procedures as MMSM may reasonably require to ensure compliance with this Section.
- (e) If immediately prior to the SOW Effective Date Contractor (i) did not provide Curbside Collection from Curbside Households in the Service Area or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with MMSM, Contractor will not be required to comply with Section 2.1.2(e) until the six-month anniversary of the Service Commencement Date.
- (f) If Contractor is not in compliance with Section 2.1.2(e) by the six-month anniversary of the Service Commencement Date, Contractor will, within 90 days, prepare and submit to MMSM for approval a remediation plan designed to reduce the quantity of contamination to the required level. Following approval of the remediation plan by MMSM, Contractor will use its best efforts to implement the plan and provide monthly reporting to MMSM detailing the progress and outcomes of the remediation plan. If Contractor is not in compliance with Section 2.1.2(e) within 90 days after implementing the remediation plan, Contractor will work with MMSM to establish additional changes and to adopt best practices recommended by MMSM to achieve the stated objective.

### 2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of Mandatory Materials PPP collected from Customers.
- (b) Contractor will pick up Mandatory Materials PPP placed by Customers (in accordance with Section 2.1.2(a)) at the Curb along the collection vehicle route, which may be a Public Street or a Private Road.
- (c) Subject to Section 2.1.3(d), Contractor will perform Curbside Collection from each Curbside Household in the Service Area no more frequently than weekly and no less frequently than bi-weekly.
- (d) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of carts, with their lids closed) in their set out location in an orderly manner. The location of returned Containers should not block sidewalks, driveways, or on street parking.
- (e) If Contractor provided Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor shall provide Curbside Collection services meeting or exceeding the level of service provided by Contractor prior to the Service Commencement Date.

#### 2.1.4 Containers.

- (a) Except to the extent and on the conditions otherwise approved by MMSM in writing, Contractor will, at Contractor's cost, provide Containers to each Curbside Household in the Service Area that provide Customers with sufficient volume to accommodate Mandatory Materials PPP generated by Customers between collections so that Container capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Except to the extent and on the conditions otherwise approved by MMSM in writing, if Curbside Households or geographical areas are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to any new Curbside Households added to the Service Area at least ten Business Days prior to the start date provided by MMSM.
- (c) Except to the extent and on the conditions otherwise approved by MMSM in writing, Contractor will deliver a Container to a requesting Customer within seven Business Days of the Customer's initial request.
- (d) If any Customers choose to provide their own Containers, Contractor will handle the Customer-owned Containers in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (e) Where a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the replaced Container. Where the problem continues, Contractor may discontinue service to that Customer provided MMSM provides prior written approval.
- (f) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will deliver Containers that meet the requirements set out in this Agreement to each Customer in the Service Area at least ten Business Days prior to the Service Commencement Date unless otherwise approved by MMSM in writing.
- (g) Contractor may not collect Mandatory Materials PPP in single-use bags except in accordance with Section 2.1.4(h).
- (h) If Contractor provided Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date and, at such time, collected Mandatory Materials PPP in single-use bags, Contractor will:
  - (i) except to the extent and on the conditions otherwise approved by MMSM in writing, deliver Containers that meet the requirements set out in this Agreement to each Curbside Household in the Service Area at least ten Business Days prior to [●]; and
  - (ii) not collect Mandatory Materials PPP in single-use bags after [●].
- (i) If Contractor (i) is transitioning from single-use bags to Containers pursuant to Section 2.1.4(h) or (ii) proposes to change the type of Container it uses for Curbside Collection in the Service Area, Contractor will submit a detailed transition plan to MMSM a minimum of six months prior to the scheduled or planned change.

Any change to the type of Containers used for Curbside Collection in the Service Area is subject to approval in writing by MMSM, which approval will not be unreasonably withheld.

2.1.5 Designated Post-Collection Facility.

- (a) Contractor will deliver all collected Mandatory Materials PPP to the Designated Post-Collection Facility, as detailed in Attached [●], on the day of collection, unless alternative arrangements have been approved in writing by MMSM. If Contractor is unable to deliver collected Mandatory Materials PPP to the Designated Post-Collection Facility on the day of collection for an unforeseen reason outside Contractor's reasonable control, Contractor will deliver such collected Mandatory Materials PPP to the Designated Post-Collection Facility as soon as possible thereafter and will store such Mandatory Materials 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 with such storage. Contractor will not deliver Mandatory Materials PPP any location other than the Designated Post-Collection Facility or dispose of any collected Mandatory Materials PPP without written authorization from MMSM.
- (b) Contractor will deliver all collected Mandatory Materials PPP to the Designated Post-Collection Facility segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) Contractor will follow all reasonable instructions and procedures regarding the delivery of Mandatory Materials PPP as directed by the Designated Post-Collection Service Provider and MMSM, including but not limited to instructions and procedures pertaining to health and safety, delivery and unloading of Mandatory Materials PPP, audit procedures and weigh scale operation.
- (d) If Contractor is scheduled to collect Mandatory Materials PPP from Curbside Households in the Service Area on a holiday, Contractor will coordinate directly with the Designated Post-Collection Service Provider a minimum of ten Business Days in advance of such holiday in order to schedule the delivery of such Mandatory Materials PPP.
- (e) If the Service Area is not within Winnipeg, the Designated Post-Collection Service Provider will locate the Designated Post-Collection Facility within 60 kilometres from the Service Area boundary at the point of least distance to Designated Post-Collection Facility. If the Designated Post-Collection Service Provider has used commercially reasonable efforts to locate the Designated Post-Collection Facility within such area but is unable to do so, Contractor will not be required to deliver Mandatory Materials PPP to the Designated Post-Collection Facility except on terms mutually acceptable to Contractor and the Designated Post-Collection Service Provider.
- (f) MMSM may change the location of the Designated Post-Collection Facility upon 30 days' written notice. If MMSM changes the location of the Designated Post-Collection Facility such that the new location is greater than 10 kilometres beyond the applicable maximum distance set out in Section 2.1.5(f) or (g), as the case may be, such change will be made pursuant to the change process in Section 2.2 of the Agreement (provided that Contractor may not refuse such a change).
- (g) Unless MMSM otherwise agrees in writing, Contractor may not consolidate or otherwise sort Mandatory Materials PPP collected from Customers in the Service Area before delivering such materials to the Designated Post-Collection Facility.

Such approval may be subject to such conditions or procedures as MMSM considers appropriate or necessary in the circumstances and may be revoked at any time by MMSM in its sole discretion, including without limitation if Contractor has failed to comply with such conditions or procedures.

- (h) If the Designated Post-Collection Service Provider rejects a load of Mandatory Materials PPP from Contractor due to a verified claim that such load contains more than five per cent (5%) by weight of Not Accepted Materials or contains any hazardous or special waste, MMSM reserves the right to designate alternative procedures and requirements associated with that load and to deduct any additional costs associated therewith from the Fees otherwise 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 Curbside 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 MMSM on request and, if requested by MMSM, as part of a regular report to be delivered with such frequency as requested by MMSM (but not more frequently than monthly). Contractor expressly acknowledges sole responsibility for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting Section 2.1.6(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 prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or MMSM, 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 MMSM in writing. Contractor will immediately notify the MMSM-designated spill coordinator of any spills that enter ground-water or drainage systems.

#### 2.1.7 Routes.

- (a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used for collection services outside the Service Area or for any other use if they are emptied before and after such other use and Contractor has obtained prior approval from MMSM in writing.

#### 2.1.8 Pilot programs.

- (a) MMSM may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. MMSM 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 the Service Area.

The allocation of any costs (or savings) accrued by MMSM-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the Agreement. If MMSM deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this Statement of Work, such a change will be made pursuant to the change process in Section 2.2 of the Agreement.

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

2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following services:

2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call centre will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call centre during office hours for communication with Customers and MMSM representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call centre, 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 24 hour emergency telephone number for use by MMSM. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for MMSM-use during all hours, including normal office hours.
- (c) If possible, Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service. If electronic access is not feasible, a call record should be available.

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 MMSM to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.
- (b) If Contractor did not provide Curbside Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the four-month anniversary of 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 MMSM 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 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) Contractor's customer service log will be available for inspection by MMSM during Contractor's office hours and will be in a format approved by MMSM. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to MMSM on request and, if requested by MMSM, as part of a regular report to be delivered with such frequency as requested by MMSM (but not more frequently than monthly).

### 2.3 Promotion and Education.

- 2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs associated with the collection of Mandatory Materials PPP. Contractor will incorporate MMSM-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 MMSM reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of Mandatory Materials PPP, including but not limited to recycling guides, collection calendars, website content and "oops tags."
- 2.3.3 If Contractor receives Resident Education Top Up payments in accordance with Attachment 5, Contractor must spend the total amount of the Resident Education Top Up payments paid to Contractor on promotion, education and outreach programs on an annual basis.
- 2.3.4 Except for logos of the applicable local government, MMSM, Contractor or any subcontractor of Contractor, Contractor may not affix or otherwise include any logo of, or any reference to, any other party or person on a Container in any manner whatsoever, including stickers and hot stamps.
- 2.3.5 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

### 2.4 Transition and Implementation Services. If immediately prior to the SOW Effective Date Contractor (i) did not perform Curbside Collection from Curbside Households in the Service Area or (ii) did not provide Curbside Collection from Curbside Households in the Service Area pursuant to a statement of work with MMSM, Contractor will, beginning on the SOW Effective Date and with MMSM's input, develop and submit to MMSM no later than two weeks after the SOW Effective Date a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date to and including the six-month anniversary of the Service Commencement Date. The Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and

Implementation Plan. Finalization of the Transition and Implementation Plan will be subject to MMSM's prior approval.

### **SECTION 3. Performance Standards and Operational Requirements**

3.1 Personnel Conduct. Contractor personnel performing Curbside 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, returning to the street after replacing empty Containers. 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.

3.2 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 Curbside 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 markings 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 MMSM. Any vehicles not meeting these standards will not be used within 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 Curbside Collection in a manner intended to achieve reduced emissions including particulates, noise levels, operating costs, and fuel use.

3.3 SOW Record and Reporting Requirements.

3.3.1 Service Delivery Reporting. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

- (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor;
- (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) have all loads be documented by Contractor or the Designated Post-Collection Service Provider, and include a certified scale ticket and, at minimum:
  - Service date;
  - Report date;
  - Originating site for community or depot name and postal code;
  - Type of recyclable material onboard (i.e., for Single Stream, mixed containers, Fibre Materials, Glass, Flexible Plastic Packaging, Expanded/Extruded Polystyrene);

- Collection channel or service type (“Valtype”) (i.e., Single-family Household, Multi-family Dwelling and Facilities, etc.)
  - Collection Contractor ID number;
  - Collection Vehicle number;
  - Scale ticket number;
  - Gross Weight (kilograms);
  - Tare Weight (kilograms); and
  - Net Weight (kilograms; kilograms by compartment where two or more materials onboard)
- (d) maintain record of notices left for Customers;
- (e) make all records maintained pursuant to this Statement of Work available to MMSM upon request and, if requested by MMSM, provide a regular (but no more frequently than monthly) report to MMSM, in a format and by a method approved by MMSM, setting out or summarizing (at MMSM’s discretion) such records as may be indicated by MMSM for the reporting period;
- (f) upon MMSM’s request, provide up to two reports each year on associated collection metrics necessary to the calculation of the greenhouse gas emissions associated with the performance of Curbside Collection; and
- (g) upon MMSM’s request, provide up to four ad-hoc reports each year, at no additional cost to MMSM. 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 MMSM-defined format and software compatibility.

### 3.3.2 Claims Reporting

- (a) At MMSM’s discretion, responsibility for claim reporting under Section 3.3.2(b) shall be assigned by the Contractor to the Designated Post-Collection Service Provider.
- (b) All loads must be documented by Contractor or the Designated Post-Collection Service Provider, as the case may be, and include requirements defined in 3.3.1(c) and such other information as MMSM may designate (collectively, “**Claim Information**”). Claim Information with respect to any delivery of Mandatory Materials PPP to the Designated Post-Collection Facility must be submitted within 10 Business Days of the delivery date.
- (c) MMSM will issue a claim summary to Contractor based on Claim Information directly provided to MMSM pursuant to Section 3.3.2(b), and Contractor will review the claim summary for accuracy. Contractor must report to MMSM any content in the claim summary that Contractor disputes within five days of the claim summary being issued.
- (d) After MMSM has approved the Claim Information, MMSM will issue a purchase order to Contractor, including a reference number. MMSM may, at its discretion, choose to issue payment to Contractor based on the approved purchase order without the need for Contractor to submit an invoice. Where invoices are required by MMSM, Contractor will invoice MMSM using the contact information provided by MMSM for such purpose (as may be updated by MMSM from time to time).
- (e) Standard tare weights for specific trucks may only be used on specific written permission of MMSM.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, MMSM 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 [●]. MMSM may extend this Statement of Work for up to two further periods of one 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 MMSM 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. For the avoidance of doubt, Contractor acknowledges and agrees that it will not be entitled to receive any Fees in respect of Mandatory Materials PPP collected from ICI locations.

#### **SECTION 6. Additional Terms**

6.1 No Double Charge. Contractor will not directly or indirectly charge Customers, including without limitation by way of tax, levy or other surcharge, for the cost of providing the SOW Services if and to the extent that such costs are covered by Fees (prior to deducting any Service Level Failure Credits) or other payments Contractor is entitled to receive from MMSM under this Statement of Work. The exception here is where charges are necessary to cover the costs of additional curbside containers.

6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any employee (or, at the request of MMSM, any other person) to scavenge, any materials (including, if permitted by law, materials other than Mandatory Materials 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 SOW Services or otherwise.

6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the Mandatory Materials PPP from the time the Mandatory Materials PPP is collected by Contractor until delivery to the Designated Post-Collection Facility. Mandatory Materials PPP will be deemed to be delivered when off-loaded from Contractor’s vehicles at the Designated Post-Collection 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 Facility caused by Contractor.

(Signature page follows.)

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

**MULTI-MATERIAL STEWARDSHIP  
MANITOBA INC.**

**[CONTRACTOR]**

Per: [SAMPLE – NOT FOR SIGNATURE]  
(I have authority to bind MMSM)

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 MMSM, Contractor and the first signatory represent that no additional signatories are required).

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**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)  
DESIGNATED SERVICE AREA**

1. Under this Statement of Work, the initial Curbside Household Baseline will be [●].
2. The Service Area is:

**[Note: When the SOW is executed, Attachment 2.1.1 will include a description of the geographic area to be serviced with Curbside Collection by Contractor.]**

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**ATTACHMENT 3.4 TO SCHEDULE 2.1(a)  
SERVICE LEVEL FAILURES**

Contractor will incur the following Service Level Failure Credits on the following Service Level Failures; provided, however, that the aggregate amount of Service Credit Level Failures in respect of any calendar year shall not exceed the aggregate amount of Fees payable to Contractor in respect of such calendar year:

	<b>Service Level Failure</b>	<b>Service Level Failure Credit</b>												
1	Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in the Service Area.	\$[●] per incident.												
2	Failure to provide a required report pursuant to Section 3.3.1 on time.	\$[●] per day past deadline.												
3	Failure to separate Mandatory Materials PPP collected from Curbside Households in the Service Area from materials collected outside of the Service Area without prior written approval from MMSM.	\$[●] per route, plus \$[●] per month (prorated in the case of a partial month) until the Service Level Failure has been remedied or a request for approval has been approved in writing by MMSM.												
4	If the Curbside Household Baseline does not exceed 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 5% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount</p> <p>For the purpose of this Service Level Failure, the “<b>Per Load Amount</b>” in respect of any year will be determined by the Curbside Household Baseline for such year, in accordance with the following table:</p> <table border="1"> <thead> <tr> <th>Curbside Household Baseline</th> <th>Per Load Amount</th> </tr> </thead> <tbody> <tr> <td>[●]-[●]</td> <td>\$[●]</td> </tr> <tr> <td>[●]-[●]</td> <td>\$[●]</td> </tr> <tr> <td>[●]-[●]</td> <td>\$[●]</td> </tr> <tr> <td>[●]-[●]</td> <td>\$[●]</td> </tr> <tr> <td>[●]-[●]</td> <td>\$[●]</td> </tr> </tbody> </table>	Curbside Household Baseline	Per Load Amount	[●]-[●]	\$[●]	[●]-[●]	\$[●]	[●]-[●]	\$[●]	[●]-[●]	\$[●]	[●]-[●]	\$[●]
Curbside Household Baseline	Per Load Amount													
[●]-[●]	\$[●]													
[●]-[●]	\$[●]													
[●]-[●]	\$[●]													
[●]-[●]	\$[●]													
[●]-[●]	\$[●]													
5	If the Curbside Household Baseline exceeds 25,000, a delivery of materials to the Designated Post-Collection Facility that contains more than 5% by weight of Not Accepted Materials.	<p>The Per Load Amount for each weigh-scale ticketed load that results in a Service Level Failure, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed 24 times the applicable Per Load Amount.</p> <p>For the purpose of this Service Level Failure, the “<b>Per Load Amount</b>” will initially be \$[●]. If Contractor is required to make one or more payments in respect of this Service Level Failure in</p>												

	<b>Service Level Failure</b>	<b>Service Level Failure Credit</b>
		respect of any year, the Per Load Amount for the following year will be automatically increased by \$[●] (to a maximum of \$[●]). If Contractor is not required to make any payments in respect of this Service Level Failure in respect of a particular year, the Per Load Amount for the following year will be reset at \$[●].
6	The occurrence of a Labour Disruption, if Contractor fails to (i) implement its Business Continuity Plan, in respect of such Labour Disruption or (ii) fails to comply with Section 4.6.1 or 4.6.2 in respect of such Labour Disruption.	An equitable reduction in the Fees to reflect the value of any SOW Services not received by MMSM plus \$[●] per day of Labour Disruption.
7	Contractor delivers Mandatory Materials PPP to any location, other than the Designated Post-Collection Facility without the prior written permission of MMSM	\$[●] per incident.

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**ATTACHMENT 5 TO SCHEDULE 2.1(a)  
FEES**

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

**“Curbside Household Baseline”** means the number of Curbside Households in the Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment 5 or pursuant to a change order made pursuant to Section 2.2 of the Agreement.

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

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

<b>Curbside Collection Financial Incentive</b>		
	<b>Collection Type</b>	<b>\$ per Curbside Household per Year</b>
<input type="checkbox"/>	[•]	\$ [•]

(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 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 Curbside Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	<b>Top Up available to local governments accepting Curbside Collection incentive</b>	<b>\$ per Curbside Household per Year</b>
<input type="checkbox"/>	Resident Education Top Up	\$ [•]
<input type="checkbox"/>	Service Administration Top Up	\$ [•]

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 Collection Services.

3. Adjustment of Curbside Household Baseline.

(a) On an annual basis, on a date to be determined by MMSM, and at such other times as the parties may agree, Contractor will, in good faith, report and attest (in a form acceptable to MMSM) to the then-current number of:

- (i) Curbside Households in the Service Area; and
- (ii) Curbside Households per hectare in the Service Area.

- (b) MMSM may also provide evidence of the then-current number of Curbside Households and Curbside Households per hectare in the Service Area. Based on Contractor's attestation and the evidence provided by MMSM, MMSM and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline. If the agreed upon new values of the foregoing trigger a change in the Fees payable pursuant to this Attachment, the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
  - (c) For purposes of reporting and determining the number of Curbside Households:
    - (i) A single family dwelling is considered one Curbside Household;
    - (ii) A laneway house is considered one Curbside Household;
    - (iii) A duplex is considered two Curbside Households;
    - (iv) A triplex is considered three Curbside Households;
    - (v) A fourplex is considered four Curbside Households;
    - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, if Contractor recognizes the conversion for utility and/or contract billing;
    - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by Contractor as a single family dwelling for utility and/or contract billing is considered one Curbside Household; and
    - (viii) Each self-contained dwelling unit in a rowhouse or townhouse is considered one Curbside Household if the resident of each unit delivers Mandatory Materials PPP to the Curb for collection in separate Containers.
4. If the average annual amount of Mandatory Materials PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline) falls below 135 kilograms, then MMSM may require Contractor to, within 90 days, prepare and submit to MMSM for approval a remediation plan designed to raise its collection yield above 135 kilograms per Curbside Household. Following approval of the remediation plan by MMSM, Contractor will execute the plan. Contractor will provide monthly reporting to MMSM 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 MMSM to establish additional changes and to adopt best practices recommended by MMSM in order to increase collection yield, and, at MMSM's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of Mandatory Materials PPP being collected by Contractor.