

**SCHEDULE 2.1(d)**  
**STATEMENT OF WORK FOR UNSTAFFED DEPOT COLLECTION SERVICES**

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

**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.

“**Approved Depots**” means, at any time, the Unstaffed Depots listed in Attachment 2.1.1 (as such attachment may be amended from time to time), and “**Approved Depot**” means any one of them.

“**Container**” means any container used for storage of Mandatory Materials PPP at a Depot such as front-end bins, roll-off bins and pallet boxes.

“**Customer**” means all Manitoba residential users of a Depot.

“**Depot**” means a fixed location collection site operated by Contractor to which Mandatory Materials PPP can be delivered by Customers, whether designated as a Principal Depot or Satellite Depot and including, in each case, all surrounding portions of such site from the public entrance way onward, including any parking lots, buildings, and storage facilities.

“**Depot Collection Services**” has the meaning set out in Section 2.1.

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

“**Household Mandatory Materials PPP**” means Single Stream Mandatory Materials PPP from a residential household.

“**ICI PPP**” means Mandatory Materials PPP from an ICI (Industrial & Commercial Institute location).

“**Mandatory Materials PPP**” mean 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 residential household, including but not limited to industrial operations of any size; commercial operations of any size including small businesses with one or more employees, retail stores, offices, strip malls and vacation facilities, such as hotels, motels, rentals, co-operative, fractional ownership, or condominium accommodation associated with sports and leisure facilities; and, institutional operations of any size including schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations, social or community service organizations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

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

“**OCC**” means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards without wax cover - Old Corrugated Cardboard.

“**Reuse**” means conventional reuse where the item is used again whole and intact for the same function (e.g., a refillable milk bottle refilled with milk by a dairy), and next-life reuse where the item is used for a different function (e.g., a wine bottle reused to hold flowers).

“**Scavenge**” means unauthorized rerouting of collected Mandatory Materials PPP to anyone other than the Designated Post-Collection Service Provider. Scavenging does not include the diversion of Mandatory Materials PPP for Reuse.

“**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.

“**Temporary Collection Site**” means a temporary or mobile collection site to which Mandatory Materials PPP can be delivered by Customers.

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):

<b>Attachment</b>	<b>Description</b>
Attachment 2.1.1	– Approved Depots
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 Depot Collection Services. Beginning on the Service Commencement Date, Contractor will collect Mandatory Materials PPP from Customers at each of the Approved Depots as further described in this Section 2.1 (“**Depot Collection Services**”) and in accordance with the terms of the Agreement and this SOW.

### 2.1.1 Depots.

- (a) Contractor may not collect Mandatory Materials PPP at any collection site other than an Approved Depot or Temporary Collection Site.
- (b) Contractor may not add any Depot to the list of Approved Depots without the prior written approval of MMSM, such written approval to specify a date mutually acceptable to the parties on which such Depot will be added to the list of Approved Depots Effective as of the date such Depot is added to the list of Approved Depots, Attachment 5 will be amended if and to the extent necessary.
- (c) Contractor may not remove any Depot from the list of Approved Depots without the prior written approval of MMSM, such written approval to specify a date mutually acceptable to the parties on which such Depot will be removed from the

list of Approved Depots. Effective as of the date such Depot is removed from the list of Approved Depots, Attachment 5 will be amended if and to the extent necessary.

- (d) Contractor may not operate or collect Mandatory Materials PPP at a Temporary Collection Site except (i) with the prior written approval of MMSM and (ii) in accordance with the terms and conditions set forth in such written approval.

2.1.2 PPP Materials.

- (a) Contractor will collect all single stream Mandatory Materials PPP that Customers bring to an Approved Depot.

<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 under this Statement of Work may not contain more than 5% by weight of Not Accepted Materials. Materials exceeding 5% by weight of Not Accepted Materials may be subject to rejection by the Designated Post-Collection Service Provider and may result in Service Level Failure Credits.
- (c) Materials collected under this Statement of Work may not contain hazardous or special waste.
- (d) Contractor will implement and maintain reasonable procedures to ensure that materials deposited into Containers at each Depot comply with the requirements set forth in this Section 2.1.2, including procedures to monitor the content of collected material and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review

by MMSM at any time and from time to time. If MMSM determines that such procedures are inadequate, Contractor will adopt such procedures as MMSM may reasonably require in order to ensure compliance with this Section 2.1.2.

### 2.1.3 Collection

- (a) Contractor will not place limits on the quantity of Mandatory Materials PPP delivered by Customers to a Depot if the Mandatory Materials PPP is from a household.
- (b) Contractor will ensure that each Depot is:
  - (i) maintained in a satisfactory condition and have appropriate safety signage in accordance with current statutes, rules and regulations.
  - (ii) operated in compliance with applicable federal, provincial, local government laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over any aspect of the collection of Mandatory Materials PPP.
  - (iii) permitted as required by local, provincial or federal governments or any other regulatory body required in order to collect Mandatory Materials PPP.
  - (iv) operated in compliance with all environmental standards and regulations including local government noise bylaws.

### 2.1.4 Designated Post-Collection Service Provider.

- (a) The Designated Post-Collection Service Provider will only pick-up Mandatory Materials PPP collected by Contractor pursuant to this Statement of Work (including Mandatory Materials PPP collected at a Temporary Collection Site) at an Approved Depot.
- (b) Contractor will maintain all Mandatory Materials PPP collected by Contractor pursuant to this Statement of Work (including Mandatory Materials PPP collected at a Temporary Collection Site) for pick-up by the Designated Post-Collection Service Provide in a manner that is segregated, at a minimum, as set out in Attachment 2.1.2, and which is baled (or not baled) in accordance with the selections in the table(s) in Section 1(a) of Attachment 5.
- (c) Contractor will (i) ensure all Mandatory Materials PPP collected by Contractor pursuant to this Statement of Work (including Mandatory Materials PPP collected at a Temporary Collection Site) is made available for pick-up by the Designated Post-Collection Service Provider at a Depot and (ii) may not charge any amounts to the Designated Post-Collection Service Provider for collecting such Mandatory Materials PPP from a Depot. Without limiting the generality of the foregoing, Contractor will not deliver Mandatory Materials PPP collected by Contractor pursuant to this Statement of Work to any person or facility (including without limitation a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise dispose of any Mandatory Materials PPP collected at a Depot without prior written authorization from MMSM.

- (d) Contractor will store Mandatory Materials PPP collected by Contractor pursuant to this Statement of Work in a manner acceptable to the Designated Post-Collection Service Provider and MMSM. Without limiting the generality of the foregoing, Contractor will, at the request of MMSM, adopt such procedures and measures, whether permanent or temporary, as MMSM determines is necessary to ensure that such Mandatory Materials PPP is adequately protected from rain, snow and other inclement weather or otherwise to protect the recyclability and marketability of such Mandatory Materials PPP.
- (e) MMSM may change the Designated Post-Collection Service Provider upon 30 days' written notice.
- (f) If the Designated Post-Collection Service Provider rejects any material made available for pick-up at a Depot due to a verified claim that such material contains (i) more than 5% by weight of Not Accepted Materials or (ii) any hazardous or special waste, MMSM reserves the right to designate alternative procedures and requirements associated with respect to such material and to deduct any additional costs associated therewith from the Fees otherwise due to Contractor.

#### 2.1.5 PPP from Industrial, Commercial and Institutional Sources

- (a) Contractor will not be entitled to receive any Fees or other payments in respect of ICI PPP and will be solely responsible for any costs associated with the collection and management of ICI PPP. The amount of Household Mandatory Materials PPP collected at a Depot (the "**Determined Household Amount**") will be determined in accordance with Section 2.1.6(b). 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 ICI PPP.
- (b) For purposes of determining the Determined Household Amount in respect of a Depot, Contractor will adopt the following ("**ICI Management**") for such Depot, in each case as set forth in Attachment 2.1.1.

Option 1 – Separation of Household Mandatory Materials PPP from ICI PPP – Contractor will ensure that Household Mandatory Materials PPP is received, weighed and processed separately from ICI PPP. Contractor will implement and maintain rules and procedures acceptable to MMSM to ensure that Household Mandatory Materials PPP is received, weighed and processed separately from ICI PPP in such manner (including ensuring that Containers are clearly marked to indicate which are for Household Mandatory Materials PPP and which are for ICI PPP) as is necessary to ensure that the amount of Household Mandatory Materials PPP collected at the Depot is accurately determined. The separation of Household Mandatory Materials PPP and ICI PPP will be clearly communicated to Customers in a manner acceptable to MMSM and consistently applied and enforced by Contractor.

Option 2 – No Collection of ICI PPP – Contractor will not accept ICI PPP at the Depot. The Contractor will implement and maintain rules and procedures acceptable to MMSM to ensure that only Household Mandatory Materials PPP is collected at the Depot. The fact that ICI PPP may not be delivered to the Depot will be clearly communicated to Customers in a manner acceptable to MMSM and consistently applied and enforced by Contractor.

Option 3 – Calculation of Mix of Household Mandatory Materials PPP and ICI PPP – Contractor will determine the percentage of Mandatory Materials PPP collected

at the Depot that is comprised of ICI PPP (the “**Determined ICI Amount**”) using a methodology acceptable to MMSM in its sole discretion. Once the Determined ICI Amount has been determined in accordance with such methodology, Contractor will provide to MMSM such records and information as MMSM reasonably requires in order to confirm that the Determined ICI Amount accurately reflects ratio of Household Mandatory Materials PPP to ICI PPP collected at the Depot, including without limitation:

- i) over a period that represents at least 20% of the annual tonnage collected by the Depot in any year, (A) the number of vehicles from a residential address that did not contain ICI PPP and (B) the number of vehicles from a non-residential address or that otherwise contained ICI PPP collected by the Depot; and
- ii) over a period that represents at least 20% of the annual tonnage collected by the Depot in any year, (A) the aggregate weight of Household Mandatory Materials PPP and (B) the aggregate weight of ICI PPP collected by the Depot.

On an annual basis on a date to be determined by MMSM, and at such other time as the parties may agree, Contractor will determine the then-current ratio of Household Mandatory Materials PPP to ICI PPP collected at the Depot. If MMSM determines that Determined ICI Amount does not accurately reflect the then-current ratio of Household Mandatory Materials PPP to ICI PPP collected at the Depot, MMSM will be entitled to make such adjustments to the Determined ICI Amount as it considers necessary.

Option 4 - Automatic Deduction of Fixed ICI Percentage – The Determined Household Amount will be calculated by deducting a fixed percentage (the “**Fixed ICI Percentage**”) from the weight of the Mandatory Materials PPP collected at the Depot, which amount shall initially be 25%. MMSM will be entitled to monitor the amount of ICI PPP collected at the Depots and, should the quantity of Mandatory Materials PPP collected at the Depot be greater than the Fixed ICI Percentage, MMSM shall be entitled to increase the Fixed ICI Percentage so that it reflects the ratio of Household Mandatory Materials PPP to ICI PPP collected at the Depot.

- (c) All rules, procedures and methodologies adopted by Contractor pursuant to this Section 2.1.6 are subject to review by MMSM at any time and from time to time. If MMSM determines that such rules, procedures or methodologies in respect of a Depot are inadequate for purposes of ensuring that Contractor only receives Fees or other payments under this Statement of Work for Household Mandatory Materials PPP, Contractor will adopt such rules, procedures or methodologies as MMSM may reasonably require in order to ensure compliance with this Section 2.1.6.
- (d) Contractor may change the ICI Management Option for a Depot with the prior written approval of MMSM. A decision to accept a request to change the ICI Management Option for a Depot is solely at MMSM’s discretion but will not generally be withheld if MMSM determines that such change will not impair the ability of MMSM to accurately determine the amount of Household Mandatory Materials PPP collected at the Depot.
- (e) MMSM may at any time change the ICI Management Option applicable to a Depot if MMSM, in its sole discretion, determines that (i) the rules and procedures necessary to operate such Depot in a manner consistent with the applicable ICI Management Option are not being consistently applied and

enforced or (ii) the application of the applicable ICI Management Option does not enable MMSM to accurately determine the amount of Household Mandatory Materials PPP collected at the Depot.

2.1.6 Spillage.

- (a) All Mandatory Materials PPP collected at a Depot will be completely contained in Containers at all times, except when material is actually being loaded.
- (b) Any spillage of materials that occurs at a Depot or while transporting materials 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 it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting Section 2.1.7(b) above, any discharge of liquid wastes or oils that may occur at Depots or while transporting materials will be promptly cleaned up or removed by Contractor and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with photographs and notice of such clean-up or removal will be provided to MMSM in writing. Contractor will comply with all Applicable Laws in respect of groundwater or drainage systems safety and standards.

2.1.7 Schedule.

- (a) Contractor will clearly indicate at each Depot (i) the day(s) of the week that such Depot will be open and (ii) on each day that the Depot is open, the hours of operation when Mandatory Materials PPP can be delivered to the Depot.
- (b) Contractor may change the day(s) of the week that a Depot will be open or the hours of operation when Mandatory Materials PPP can be delivered to the Depot by giving written notice to MMSM at least 45 days prior to the effective date of the proposed change and obtaining written approval from MMSM. If MMSM approves the proposed change, Contractor will provide Customers with a minimum of 30 days' notice of the schedule change.
- (c) Each Depot will remain open for collection of Mandatory Materials PPP on the day(s) of the week and at the hours specified under Section 2.1.8(a) regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to Contractor personnel, Customers or property. Contractor will maintain accurate records of all disruptions to Depot Collection Services that are due to hazardous weather, including time closed.

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 at any Depot. 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.

### 2.2.1 Customer Service Requirements

- (a) Contractor will place signage at each Depot to assist Customers in delivering Mandatory Materials PPP to the appropriate areas of the Depot. Signage is to incorporate images and graphics available from MMSM and is subject to approval by MMSM.
- (b) 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 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 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.
- (c) Contractor will maintain a 24-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.
- (d) 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 professional and 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 Depot Collection Services at a Depot immediately prior to the Service Commencement Date, Contractor will provide additional staffing at such Depot from Service Commencement Date through the end of 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 Where the Contractor is not a local government, MMSM will have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs. Contractor will provide MMSM with assistance and cooperation, including distributing MMSM-developed promotional and educational brochures and assisting with promotion, education, and outreach programs at the direction of MMSM. Where Contractor is a local government, Contractor will have primary responsibility for executing public promotion, education, and outreach programs, incorporating 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, website content and Depot signage.
- 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 Contractor will have primary responsibility for providing Customers service-oriented information such as hours of operation of the Depots.

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

- 3.1 Personnel Conduct. Contractor personnel performing Depot 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.
- 3.2 Facility Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards:

- 3.2.1 Depots will be of sufficient size and dimension to provide Depot Collection Services to Customers and access for Post-Collection Service Providers.
- 3.2.2 Depots will be maintained in a clean and sanitary manner. All collection areas will have appropriate safety markings, all in accordance with applicable law. Equipment will be maintained in good condition at all times. All facilities and the equipment to manage the Mandatory Materials PPP 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. All vehicles used by the facility for the management of Mandatory Materials PPP will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.3 Contractor will receive prior written approval from MMSM for all Depot signage, including Contractor labeling and program information. Contractor will place MMSM-provided logos on Depots as directed at no additional cost to MMSM.

### 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) provide to MMSM, on the Service Commencement Date and at such other times as MMSM may request, a complete inventory of the equipment to be used by Contractor to perform Depot Collection Services;
- (b) maintain such other records as may be requested by MMSM, including:
- (i) in respect of each Depot, tonnage by each date on which the Designated Post-Collection Service Provider removed the Mandatory Materials PPP from the Depot;
  - (ii) changes to equipment or inventory; and
  - (iii) Customer communications related to Depot Collection Services including telephone calls, letters, e-mails, text messages or webpage messages received;
- (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) 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;
- (e) upon MMSM's request, provide up to two reports each year on associated collection metrics necessary to the calculation of greenhouse gas emissions associated with the performance of Depot Collection Services; and
- (f) 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. These reports will not require the Contractor to expend more than 60 staff hours per year to complete.

### 3.3.2 Claims Reporting

- (a) At MMSM's discretion, responsibility for claim reporting under Section 3.3.2(b) shall be assigned by 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) Contractor or the Designated Post-Collection Service Provider, as applicable, will report the Claim Information with respect to any Household Mandatory Materials PPP picked-up by the Designated Post-Collection from a Principal Depot through MMSM's claims reporting portal or through such other method as MMSM may designate within ten Business Days of the pick-up date.
- (d) MMSM will issue a claim summary to Contractor based on Claim Information provided to MMSM by Contractor or the Designated Post-Collection Service Provider, as applicable, and Contractor will review the claim summary for accuracy. Contractor must report to MMSM any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.
- (e) 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).
- (f) 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 Failures 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 30 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 ICI PPP collected at Depots.

#### **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. For the avoidance of doubt, Contractor acknowledges and agrees that it shall not be entitled to charge any Customer a direct fee for dropping off or delivering Household Mandatory Materials PPP to a Depot.
- 6.2 Scavenging Forbidden. Contractor will not Scavenge, or permit any person (including its employees) to Scavenge, any materials from Mandatory Materials PPP that have been delivered by Customers to the Depot) at any time and at any location during Contractor’s performance of the Services or otherwise.
- 6.3 Risk. Contractor will bear all costs of receipt and storage of the Mandatory Materials PPP. 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 received by Contractor until pick up by the Designated Post-Collection Service Provider. Mandatory Materials PPP will be deemed to be delivered to the Designated Post-Collection Service Provider when picked up from Contractor’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 caused by Contractor.
- 6.4 Shared Services. Contractor may collect material other than Mandatory Materials PPP at the Depot if (a) the activities do not interfere with Depot Collection of Household Mandatory Materials PPP from Customers and (b) Contractor adopts such rules and procedures as are necessary to ensure that such materials are not mixed with Household Mandatory Materials PPP. Such rules and procedures are subject to review by MMSM at any time and from time to time. If MMSM determines that such rules and procedures or methodologies in respect of a Depot are inadequate, Contractor will adopt such rules and procedures as MMSM may reasonably require in order to ensure compliance with this Section 6.4.
- 6.5 No Exclusivity. Execution of this Statement of Work does not confer on Contractor exclusive access to Customers in proximity to the Depots or otherwise.

(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(c)  
APPROVED DEPOTS**

**[Note: When the SOW is executed, Attachment 2.1.1 will include a list of Depots]**

Depot Details					
Depot Name	Street Number	Street Name	City	Postal Code	ICI Management Option
TBC	TBC	TBC	TBC	TBC	TBC
TBC	TBC	TBC	TBC	TBC	TBC

Satellite Depot Details						
Depot Name	Street Number	Street Name	City	Postal Code	ICI Management Option	Delivery Location - Principal Depot
TBC	TBC	TBC	TBC	TBC	TBC	
TBC	TBC	TBC	TBC	TBC	TBC	

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**ATTACHMENT 2.1.2 TO SCHEDULE 2.1(c)  
MANDATORY MATERIALS PPP**

For the purpose of this Statement of Work, Mandatory Materials PPP will mean the material described in the list of eligible PPP below:

<b><u>Mandatory Materials</u></b>
<b>Printed Paper</b>
Newsprint and flyers
Magazines & catalogues
Telephone directories
Other Printed Paper
<b>Paper Packaging</b>
Boxboard
Polycoat
Residential 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)

**ATTACHMENT 3.4 TO SCHEDULE 2.1(c)  
SERVICE LEVELS 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	Failure to clean-up or collect materials that have spilled outside the Depot boundary within 2 hours.	Twice the cost of cleanup incurred by MMSM (if MMSM performs the cleanup) and \$[ ] per incident (regardless of who performs the cleanup).
2	Pick up by the Designated Post-Collection Service Provider of materials that contain more than 5% by weight of Not Accepted Materials.	\$[ ] per weigh-scale ticketed load, provided that the aggregate Service Level Failure Credit for this Service Level Failure in respect of any calendar year shall not exceed \$ [ ].
3	Contractor delivers Mandatory Materials PPP collected at a Depot to any person or facility (including without limitation a landfill, incinerator or energy recovery facility) other than the Designated Post-Collection Service Provider or otherwise disposes of any Mandatory Materials PPP collected at a Depot without the prior written authorization of MMSM.	\$[ ] per incident.



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

In consideration for Contractor’s performance of the SOW Services, MMSM will pay Contractor the following amounts for Household In-Scope PPP collected pursuant to this Statement of Work and made available to the Designated Post-Collection Service Provider for pick-up at a Principal Depot:

**[Pricing Table TBD]**

Any change in whether Contractor bales or does not bale Mandatory Materials PPP must be made pursuant to the change procedure in Section 2.2 of the Agreement.

A Depot is considered to be a “Depot in a Community With PPP Curbside/Multi-Family Collection” if more than 80% of households within the drive time distance specified by MMSM (the “Specified Drive Time Distance”) have access to PPP curbside or multi-family collection services provided by a local government, private company or MMSM. The Specified Drive Time Distance in respect of a Depot will not be less than [●] or more than [●].

For purposes of this Attachment 5, a household is considered to have “access to PPP curbside or multi-family collection services” if (i) in the case of a curbside household, it receives curbside collection from any entity or (ii) the case of a multi-family household, it receives multi-family collection from Contractor or MMSM (including, for the avoidance of doubt, any contractor who has entered into an agreement to provide multi-family collection for or on behalf of MMSM).

**[Note: Subsection (b) below will only apply to Statements of Work for local governments providing Depot Collection.]**

(a) If selected (as indicated by an x in the associated check box) the Resident Education Top Up amount as set out in the table below times the Depot Only Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims. The Depot Only Baseline will initially be [●] and may be adjusted from time to time as set forth below.

	<b>Top Up available to local governments accepting Depot Collection incentive</b>	<b>\$ per Depot Only Household per Year</b>
<input type="checkbox"/>	Resident Education Top Up	\$0.75

In this Attachment 5:

“**Depot Only Baseline**” means the number of Depot Only Households in Contractor’s jurisdiction.

“**Depot Only Household**” means a self-contained residential dwelling unit located in Contractor’s jurisdiction that (i) in the case of a curbside household, does not receive curbside collection from any entity or (ii) in the case of a multi-family household, does not receive multi-family collection from Contractor or MMSM (including, for the avoidance of doubt, any contractor who has entered into an agreement to provide multi-family collection for or on behalf of MMSM).

On an annual basis on a date to be determined by MMSM, and at such other time as the parties may agree, Contractor will, in good faith, report and attest (in a form acceptable to MMSM) as to the then-current Depot Only Baseline. MMSM may also provide evidence of the then-current Depot Only Baseline. Based on Contractor’s attestation and the evidence provided by MMSM, MMSM and Contractor will work in good faith to mutually agree on the Depot Only Baseline. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the

Agreement.

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 Depot Collection Services.

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