

## Change Order #02

This Change Order (the “**CO**”) is made effective as of October 1, 2020 (the “**Effective Date**”) and forms part of and is subject to the Master Services Agreement between MMBC Recycling Inc. carrying on business as Recycle BC (“**Recycle BC**”) and Regional District of Nanaimo (“**Contractor**”) dated November 30, 2013, including any Statements of Work made thereunder (the “**Agreement**”).

### 1. INTERPRETATION

- 1.1 Definitions. Capitalized terms not defined in this CO will be defined as set out in the Agreement.
- 1.2 Change Order. This CO is made pursuant to section 2.2 of the Agreement to implement a Change and this CO will, from and after the Effective Date, be read and construed along with the Agreement and be treated as part thereof, and for such purposes and so far as may be necessary to effectuate the terms and conditions of this CO, the Agreement will be regarded as being hereby amended and supplemented. Except as so amended and supplemented by the foregoing, all other terms and conditions of the Agreement will continue to apply and the Agreement will remain in full force and effect.

### 2. CHANGES TO SERVICES

- 2.1 Page 19 of the Statement of Work for **Curbside Collection Services Provided by Local Government** dated November 30, 2018 under the Agreement is hereby deleted and replaced with the page attached as Attachment A to this CO.

### 3. FEES AND PAYMENT TERMS

Except as may be reflected in a replacement page referenced in Section 2 above, this CO makes no changes to the Fees or payment terms of the Agreement.

### 4. OTHER TERMS

- 4.1 Governing Law. This CO will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law.
- 4.2 Counterparts and Electronic Execution. This CO may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this CO by any party by electronic transmission will be as effective as delivery of a manually executed copy of this CO by such party.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this CO effective as of the Effective Date.

**MMBC RECYCLING INC.**

**REGIONAL DISTRICT OF NANAIMO**

Per: \_\_\_\_\_  
(I have authority to bind Recycle BC)

Per: \_\_\_\_\_  
(I have authority to bind Contractor)

Name: \_\_\_\_\_  
(Please Print)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_  
(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 Change Order, Contractor and the first signatory represent that no additional signatories are required).

**Attachment A**

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

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

**“Bonus Period”** means each full calendar year during the SOW Term, commencing on January 1 and ending on December 31 of each year; provided, however, that (i) if the Service Commencement date is not January 1, the initial Bonus Period shall commence on the Service Commencement Date and end on December 31 of that year and (ii) if the SOW Term does not end December 31, the final Bonus Period will commence on January 1 of that year and end on the date on which the SOW Term ends.

**“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, Recycle BC 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>		
	Single-stream using automated carts – Categories 1, 2, 3(a), 3(b), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$33.40
<input checked="" type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$35.40
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$37.40
	Single-stream using Containers other than automated carts – Categories 1, 2, (a), 3(b), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$34.50
<input type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$36.65
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$38.80
	Multi-stream – Categories 1, 2 and 3(b) separate from Categories 3(a), 6 and 7	\$ per Curbside Household per Year
<input type="checkbox"/>	>2 Curbside Households per hectare	\$38.45
<input type="checkbox"/>	0.2 to 2 Curbside Households per hectare	\$40.65
<input type="checkbox"/>	<0.2 Curbside Households per hectare	\$42.80

(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: