

Payment Notice #02

This payment notice (the “**Notice**”) is made effective as of January 1, 2022 (the “**Effective Date**”) and forms part of and is subject to the Services Agreement between Multi-Material Stewardship Western Inc. (“**MMSW**”) and Town of Wadena (“**Contractor**”), including any change orders or amendments made thereunder (the “**Agreement**”).

1. INTERPRETATION

- 1.1 Definitions. Capitalized terms not defined in this Notice will be defined as set out in the Agreement.
- 1.2 Notice. This Notice is made pursuant to section 6.1 (b) of the Agreement whereby once every two years or with such other frequency as MMSW may in its sole discretion consider appropriate, the amount paid to the Contractor for the performance of the Services will be reviewed and, if MMSW considers it appropriate, adjusted by MMSW in accordance with Section 4.4.5 of the Stewardship Plan. The Notice 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 Notice, 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 AGREEMENT

- 2.1 Appendix 4 of the Agreement including any Notices or change orders previously amending or replacing Attachment 4 are hereby deleted and replaced with the pages attached as Attachment A to this Notice.

3. FEES AND PAYMENT TERMS

Except as may be reflected in replacement pages referenced in Section 2 above, this Notice makes no changes to the payments or payment terms of the Agreement.

4. OTHER TERMS

- 4.1 Governing Law. This Notice will be governed by and construed in accordance with the laws of the Province of Saskatchewan 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 Notice 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 Notice by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Notice by such party.

MULTI-MATERIAL STEWARDSHIP WESTERN INC.

Per: 
(I have authority to bind MMSW)

Tamara Burns
Executive Director Western Canada

ATTACHMENT A

Appendix 4

Payment

1. In consideration for providing the Services, MMSW will pay the Contractor (or, if applicable, the Sub-Contractor):

(a) The selected (as indicated by an x in the associated check box) annual amount in the table below *times* the Collection Type indicated as set forth on Appendix 1 (as updated from time-to-time in accordance with this Appendix 4).

Population Band	E&E¹ Tier	Collection Type	Annual Payment	Contractor Rate
5,000 – 50,000	> 50 KG/Household	Curbside Households	\$35.00	
		Depot Only Households	\$28.00	
	30-50 KG/Household	Curbside Households	\$30.00	
		Depot Only Households	\$24.00	
	< 30 KG/Household	Curbside Households	\$28.00	
		Depot Only Households	\$23.00	
<5,000	> 50 KG/Household	Curbside Households	\$39.00	X
		Depot Only Households	\$30.00	
	30-50 KG/Household	Curbside Households	\$33.00	
		Depot Only Households	\$25.00	
	< 30 KG/Household	Curbside Households	\$31.00	
		Depot Only Households	\$24.00	

(b) If selected (as indicated by an x in the associated check box), in the table below (which may be none) the following amount as set out in the table below *times* the Total Number of Serviced Households as set forth on Appendix 1 (as updated from time-to-time in accordance with this Appendix 4)

Top Up	Annual Payment per Total Number of Serviced Households	Contractor Rate
Promotion & Education Top Up	\$0.75	X

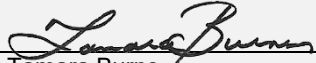
¹ Reference to Section 4.4.1 of the Stewardship Plan whereby the manner in which payments are distributed is intended to "Reimburse municipalities for up to 75% of the net costs to operate **efficient and effective** programs to manage household WPP supplied by MMSW Members."

If the Contractor selects to receive the Promotion & Education Top Up, all amounts received in respect must be used for the purpose of providing resident education in respect of the collecting of WPP.

2. All annual payments set forth will be payable in arrears, in equal quarterly payments within 30 days of the last day of each quarter (subject to pro ration of any amount is payable in respect of a partial period). If the amount of any annual payment is adjusted during the course of a year, MMSW will make such adjustment as it in good faith considers necessary to account for such adjustment.
3. Each of the parties acknowledges and agrees that the payments made pursuant to this Appendix 4 will be based on the Total Number of Serviced Households as set forth in Appendix 1. Appendix 1 may be updated effective as of January 1 of each year on the basis of updated information regarding the number of Serviced Households provided to MMSW by the Contractor by no later than June 30 of the immediately preceding year. MMSW may from time to time request, and the Contractor will promptly provide upon such request, documentation to validate the number of Serviced Households in respect of which the Contractor is entitled to receive payment. Based on such information, MMSW will work in good faith to mutually agree on the Total Number of Serviced Households at such time.

Confirmed and agreed as of January 1, 2022

MULTI-MATERIAL STEWARDSHIP WESTERN INC.



Tamara Burns
Executive Director Western Canada