

Processing Agreement between Emterra and The Corporation of the Town of Fort Frances

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This Agreement is made as of the _____ day of _____ 2015,

Between:

Halton Recycling Ltd. dba Emterra Environmental.

Hereinafter referred to as the “**Contractor**”

And

The Corporation of the Town of Fort Frances in the Province of

Ontario. Hereinafter referred to as the “**Municipality**”

Whereas the Contractor wishes to enter into an agreement to provide processing services for Non-Hazardous Solid Waste/Recyclables to the Corporation of the Town of Fort Frances on and subject to the terms herein set out;

Now Therefore, in consideration of the mutual promises, terms, conditions and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1.0 Definitions:

In this Agreement and any Schedules hereto, the following terms will have the meanings described unless the context otherwise specifically provides:

- (a) “Agreement” shall mean this Agreement and any schedules, attachments and amendments thereto;
- (b) “MRF” means the Emterra Recycling Facility located at 1029 Henry Ave, Winnipeg, Manitoba;
- (c) “Business Day” means 7:30 AM to 4:00 PM, Monday through Friday, excluding statutory holidays identified in Schedule 1 - Statutory Holidays;
- (d) “Contracted recyclable material” means all recyclable material as listed for curbside collections as specified in Schedule 2 - Acceptable Materials Under This Agreement.
- (e) “Single Stream Materials” means materials included in Schedule 2 - Acceptable Materials Under This Agreement including Residual Materials (not acceptable materials outlined in schedule 2) collected in a curbside or depot collection program in the Municipality and transported to the MRF either by municipal transfer vehicles or by contract transfer vehicles.
- (f) “Undertaking” means the work contemplated in Section 3.0, subject to the Contractor’s obligations in Section 4.0.

2.0 Representations:

The Contractor hereby represents and warrants unto the Municipality that:

- (a) It has done all corporate acts necessary to enter into and carry out its obligations under this Agreement; and
- (b) It is not a non-resident of Canada within the meaning of Section 116 of the Income

Tax Act (Canada).

- (c) It has done all due diligence necessary to understand and fully perform the scope of work required under this agreement and any amendments thereto.

3.0 Solid Waste Receipt and Processing:

The Contractor agrees to receive and process Single Stream Materials from the Municipality on a 50% cost sharing basis at a rate per tonne of Single Stream Material received at the MRF as outlined in Schedule 3 – Original Offer from Emterra

4.0 Contractor's Obligations:

The Contractor shall at its own expense:

- (a) supply all labour, equipment and materials necessary to carry out its obligations hereunder, save and except for that labour, equipment and materials which this Agreement specifically provides are to be supplied by the Municipality;
- (b) allow municipal transfer vehicles access to the MRF at any time during the Business Day and provide for the unloading of municipal transfer vehicles within sixty (60) minutes of their arrival at the MRF;
- (c) monitor and report to the municipality on a monthly basis on tonnages of material delivered to the MRF;
- (d) monitor and report on commodity revenues received and tonnages, residual waste and Blue Box materials, processed by the MRF, by categories, consistent with Schedule 4 – Normal WDO Material Categories or such other material category list agreed to by the Municipality and the Contractor;
- (e) dispose of any residual material as per schedule 2 (not acceptable materials);
- (f) designate a foreperson who shall be responsible for overseeing the operations of the Contractor's employees or servants in carrying out this Agreement and provide the Municipality with the foreperson's name, location, e-mail and telephone number(s) and provide the ability to leave a message 24 hours/day which shall be promptly answered by the foreperson or other person of authority capable of resolving any urgent agreement operating issues.”;
- (g) submit, on a form approved by the Municipality, regular monthly reports showing particulars of the work performed by the Contractor to a representative designated by the Municipality who shall, if satisfied that the report accurately sets out the work performed by the Contractor, approve and sign the report; and
- (h) at all times enforce discipline and good order among its employees and not employ any incompetent person or person not skilled in the work assigned.

5.0 Municipality's Obligations:

The Municipality agrees:

- (a) to make reasonable efforts to reduce contamination and improve the quality of Single Stream materials;
- (b) to promptly sign off on Contractor's reports, described in Subsection 4.0(g), if completed in a satisfactory manner;

6.0 Term:

Absent a Change of Law as described in Section 14.0, this agreement shall be for a term of five (5) years from September 14, 2015 to September 13, 2020.

7.0 Payment For Work:

The Municipality shall, within 30 days of receipts and approval of invoices prepared by the Contractor, pay to the Contractor such sum as is determined to be payable to the Contractor pursuant to Section 8.0, less any amount which is owed by the Contractor to the Municipality.

8.0 Price:

The Municipality agrees to pay for the services set out in this agreement at the following rate:

- (a) \$10.00 per tonne City of Winnipeg host fee (the "Host Fee") plus;
- (b) \$70 per metric tonne of Single Stream Material delivered FOB Emterra Winnipeg MRF (the "Base Processing Cost"); less
- (c) 50% of commodity revenues (net of transportation costs to end markets) if the basket price of commodities exceed \$60 per tonne (net of transportation costs to end markets); or
- (d) \$0.00 of revenue share if the basket price of commodities does not exceed \$60 per tonne (net of transportation costs to end markets).
- (e) The rate set out in Paragraph 8.0(a) is not a put or pay based rate;

9.0 Escalation:

The Municipality agrees that the Rates herein will be subject to annual escalation or reduction as follows:

- (a) The parties agree that the Base Processing Cost provided for in this agreement shall be adjusted on each anniversary of this agreement, the first such adjustment to take place on July 1st, 2016, and thereafter on each July 1st during the term of the agreement act, as follows:
 - (i) by a factor to compensate for changes in the Consumer Price Index, as shown on CANSIM Table 326-0020, or successor table, for Winnipeg, Manitoba, All Items, and calculated as follows:

CPI Factor = Average CPI for prior agreement year ÷ Average CPI for 12 months prior to start-up of Agreement

- (b) The Host Fee shall only be adjusted if changed by the City of Winnipeg.

10.0 Protection of Life Property and Public Utilities:

The Contractor is responsible for taking appropriate safety precautions in carrying out its obligations under this Agreement. The Contractor shall protect all property from damage or losses resulting from the performance of this Agreement and shall minimize the disturbance and inconvenience to the public. In the case of any emergency arising during the performance of this Agreement affecting or threatening the Municipality's facilities, or other property, or safety of life, or adjoining or other property, the Municipality may, unless directed to the contrary by emergency authorities, at their discretion, take such steps as deemed proper to prevent or lessen any such effect or threat, provided, however, that in case of such emergency, the Municipality shall forthwith notify the Contractor of any action taken.

11.0 Insurance:

- (a) The Contractor shall maintain such insurance, or pay such assessments, as will protect them and the Municipality from all claims:
- (i) under the Workers Compensation Act;
 - (ii) minimum of \$5 million for damages for personal injury including death; and
 - (iii) minimum of \$2 million for property damage;
- which may arise as a consequence of Contractor performance or non-performance of obligations under this Agreement;
- (b) Such Policy shall name the Municipality as an additional insured thereunder and shall contain:
- (a) The insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Municipality and any other corporation owned, operated, or controlled by or affiliated with the Municipality, together with a severability of interest clause and a cross liability clause; and
 - (b) An undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
- (c) Certificates of such insurance shall be furnished to the Municipality on an annual basis and shall be subject to its approval as to the adequacy of protection. Such

insurance shall be maintained until the Municipality certifies that performance of this Agreement is complete.

12.0 Permits, Licenses:

The Contractor, its agents and assigns shall obtain, pay for and maintain all permits and licenses, whether of a permanent or temporary nature, necessary for it to carry out its obligations hereunder and to operate and do business in any province, municipality or other jurisdiction in which the parties carry out any part of this Agreement.

13.0 Assignment or Sub-Contract:

It is agreed that this Agreement and the rights and obligations of the Contractor may not be assigned or subcontracted without the express written consent of the parties, which consent will not be unreasonably withheld.

14.0 Change of Law

“Change of Law” means the coming into effect after the date of this Agreement changes to the Ontario Waste Diversion Act; Ontario Regulation 273/02; Ontario Regulation 101/94; the Blue Box Program Plan; or any applicable judgment of a relevant court of law which changes the interpretation of these statutes and is a binding precedent affecting the obligations of the Municipality to collect, transport, process or otherwise manage residential Blue Box materials.

If the obligations of the Municipality change as a result of a Change of Law, the Municipality may give notice of termination and the contractor shall not be entitled to any compensation following the termination date notwithstanding any time remaining on the original term of the agreement or any extensions thereon agreed to by the parties.

If a Change of Law occurs, the Municipality and the Contractor are obliged to take reasonable steps to mitigate the adverse impact of such Change of Law upon the Agreement.”

15.0 Liens:

The Contractor undertakes and agrees to take all necessary and proper steps to ensure that no claims for liens will be filed against the property of the Municipality. If, notwithstanding the foregoing undertaking, any claim for a lien shall be filed, and so often as the same shall happen, the Contractor agrees that they will, at their own expense, within ten (10) days of the Contractor receiving notice of the filing thereof, cause the same to be canceled and removed. The Contractor further agrees to indemnify the Municipality against all loss, costs, charges and expenses occasioned by, resulting from or in any way arising out of such claims.

16.0 Arbitration or Mediation:

All matters in dispute under this Agreement that are not resolved in a timely fashion shall be referred to mediation, or failing resolution at mediation, to arbitration by a single arbitrator, if the parties agree upon one, otherwise to an arbitrator appointed by the Superior Court of Justice of Ontario, pursuant to the Arbitration Act of Ontario.

17.0 Termination:

This agreement may be terminated by the Contractor or the Municipality on six (6) months notice.

18.0 Default:

In the event that the Contractor is in default of its obligation under this agreement, the Municipality may correct the default and charge the reasonable cost to the Contractor.

In the event that either party is in default of its obligations hereunder, and such default continues after thirty (30) days written notice, or in the event that either party becomes insolvent or bankrupt, then the other party may forthwith terminate this Agreement.

19.0 Performance Bond or Letter of Credit:

For the first year term of the this processing agreement, the Contractor shall supply the Municipality with an irrevocable letter of credit or other performance bond in the amount of \$25,000. It is understood by both the Municipality and the Contractor the

requirement to maintain a letter credit for the full term of the agreement will be re-evaluated by the Municipality in July of 2016 with the understanding that if may not be required for the remainder of the term of the agreement.

20.0 Notice:

Any notice, direction or other instrument required or permitted to be given to the Contractor hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Contractor at 1029 Henry Ave Winnipeg MB R3E 1V6. Any notice, direction or other instrument required or permitted to be given to the Municipality hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Municipality at Attention Clerk, 320 Portage Avenue, Fort Frances, Ontario P9A 3P9.

21.0 Force Majeure:

If either party shall be prevented from performing any of its obligations hereunder, except for any obligations to pay money, by reason of fires, power shortages, strikes, walk-outs, inability to obtain suitable machinery, labour or supplies, wars, riots, including but not limited to Change of Law as described in Section 14.0, acts of any surface rights' owner, any groups asserting aboriginal rights or any environmental agencies or pressure groups, litigation, legislative enactments, Orders-in-Council by any legislative or regulative authority (provincial or federal), orders or by-laws by any municipal authority (not including the Contractor) having proper jurisdiction or any other cause or causes (whether or not of the same class or kind as those enumerated above) beyond the reasonable control of such Party, except lack of finances, then in every such event, any such failure or on the part of such Party to so perform shall not be deemed a breach of this Agreement and the time within which that Party is obligated to perform such obligations shall be extended by the total period that is so prevented, or in case of permanent prevention the agreement will

be terminated.

22.0 Contractor to Assume Custody of Agreed Solid Waste:

The Contractor shall assume custody and control of the Agreed Recyclable material once it arrives at the MRF.

23.0 Waiver:

No provision of this Agreement will be deemed to be waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the party to be charged with such waiver or consent. A waiver of any provision of this Agreement or of any breach of any provision is not deemed or construed to be a waiver of any provision of this Agreement or of any other breach, whether of the same or of any other provision, nor shall any delay or omission on the part of any party to this Agreement to exercise or avail itself of any right it has or may have under this Agreement, operate as a waiver or any such breach or right, nor will any waiver or failure to enforce any of the provisions of this Agreement in any way affect the validity of the Agreement of any part of it.

24.0 Time Of The Essence:

Time shall be of the essence hereof.

25.0 Schedules

Schedules to this agreement may be added by the parties from time to time as required.

26.0 Entire Agreement:

This Agreement supersedes all prior negotiations and agreements including, without limitation, any previous agreement, with respect to the processing of Recyclable material and contains the entire understanding between the Parties.

27.0 Governing Law, Currency Headings and Interpretations

- (a) This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;
- (b) All sums of money referred to herein are expressed in Canadian currency;
- (c) Headings appearing in this Agreement are for general information and reference only and this Agreement shall not be construed by reference to such headings;
- (d) Materials or work described in words which, so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards;

In interpreting this Agreement, where the context so requires, the singular shall include the plural and the masculine and the feminine shall include the neuter and vice-versa.

In Witness Whereof the Contractor and the Municipality have signed this Agreement by their duly authorized officers as of the day and year first above mentioned.

Halton Recycling Ltd. dba Emterra Environmental

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

The Corporation of the Town of Fort Frances

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

Schedule 1 - Statutory Holidays

New Years Day	January 1 st
Family Day (Ontario)	3 rd Monday in February
Good Friday	varies
Victoria Day	Monday before May 25 th
Canada Day	July 1 st
Civic Holiday (Ontario)	First Monday in August
Labour Day	First Monday in September
Thanksgiving	2 nd Monday in October
Remembrance Day	November 11 th
Christmas day	December 25 th
Boxing Day (Ontario)	December 26 th
½ day December 24 th	Open 7:30 am to 11:30 am PW office closed at 11:30
½ day December 31 th	Open 7:30 am to 11:30 am PW office closed at 11:30

Schedule 2 - Acceptable Materials Under This Agreement

Emterra's Winnipeg Single Stream MRF can process the full spectrum of packaging and printed paper, including:

1. OCC
2. ONP
3. Flyers, writing paper, envelopes, magazines, junk mail, clean pizza boxes
4. Boxboard
5. Rigid food and beverage plastic #1-7 containers including clam shells
6. Aseptic and polycoated food and beverage containers
7. Aluminum food and beverage containers
8. Tin food and beverage containers
9. Glass bottles and jars

The following materials are **not acceptable** (Residual Materials) at this facility:

1. Laminated paper cups
2. expanded polystyrene
3. Film plastic
4. Aluminum foil, foil pie plates, foil food containers
5. Mirrors, window glass, broken glass
6. Light bulbs, drinking glasses, ceramics, cookware
7. Styrofoam packing & trays
8. Non-paper gift wrap eg – foil gift wrap
9. Cardboard boxes with wax coating
10. Paper towels, napkins or tissues
11. Used Motor oil containers & batteries
12. Bioplastic or compostable plastic
13. Liquid- absorbing pads e.g. in trays of meats, poultry, fish etc..
14. Plastic wrap and shrink wrap for meat, poultry, fish or cheese

15. Plastics that are not containers e.g. toys, laundry baskets, plastic cutlery
16. Ceramic plant pots
17. Plastic blister packs e.g. plastic/paper packing for batteries, toothbrushes, etc.. or plastic/foil protective packing for chewing gums and pills

Additional materials may be added for inclusion or exclusion from time to time during the term of this contract with the consent of both parties, in writing, following negotiated changes to prices and other contract terms as may be applicable.

Schedule 3 – Original Offer from Emterra

March 17, 2014

Attention: Mike Birett, Director, and Alec Scott, Program Manager
WDO Continuous Improvement Fund
92 Caplan Avenue
Barrie, ON L4N 0Z7

Dear Mr. Birett,

Subject: Proposal for Northwest Ontario Recycling System Optimization

Firstly, thank you for the opportunity to provide environmentally and economically sustainable recycling system optimization solutions to communities in northwest Ontario.

As requested, Emterra Environmental hereby provides its proposal for the provision of the following services:

1. Hauling of Compactor of Recyclables to Emterra Winnipeg MRF
2. Processing and Marketing of Recyclables
 - a. With 50-50 revenue share
 - b. Without revenue share

The following section outlines the aforementioned services in further detail.

1. Hauling of Compactor of Recyclables to Emterra Winnipeg MRF

Location	Quote	Notes/Assumptions
Fort Frances, Town of	\$1,750	Hauling of 2 compactors/bins from this location on each haul
Rainy River First Nations	\$972	Hauling of 1 compactor/bin from this location on each haul
Rainy River, Town of	\$1,110	Hauling of 1 compactor/bin from this location on each haul
Sioux Narrows	\$750	Hauling of 1 compactor/bin from this location on each haul
Nestor Falls, Township of	\$900	Hauling of 1 compactor/bin from this location on each haul

Given the distance between the aforementioned communities to the Winnipeg Single Stream MRF and the expected tonnages to be generated, it is recommended that the Rainy River First Nations and Town of Rainy River depots are serviced on the same day and likewise for the depots at Sioux Narrows and the Township of Nestor Falls on another day.

Emterra will be adding a new Compressed Natural Gas (CNG) Roll-Off Truck to the Winnipeg fleet, which will be used to service the northwest Ontario municipalities, along with the current Roll-Off Truck fleet.



a. Annual Price Adjustment

The unit prices outlined above for the hauling of recyclables will be adjusted on the anniversary date of the Contract of each subsequent year based on the percentage increase in the unit prices for the Contract year, based on 50% of the percentage change in Index A, plus 20% change in Index B, plus 15% change in Index C.

Indices A, B, and C are as follows:

- i. Index A – All-Items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020)
- ii. Index B – NYMEX Henry Hub
- iii. Index C – Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029)

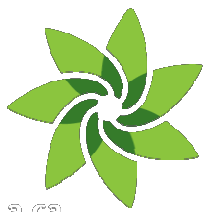
Indices A, B, and C will be those prepared by Statistics Canada and NYMEX where applicable. As some of the indices are not available from Statistics Canada and NYMEX until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

Pursuant to the annual inflationary and fuel adjustments, if any one of the indices has a negative value, there shall be a zero adjustment for that particular index.

2. Processing and Marketing of Recyclables

Emterra's Winnipeg Bollegraaf/Van Dyk Single Stream MRF was upgraded in late 2012 with the latest and most advanced mix of optical and mechanical technology from Bollegraaf and TITECH. The enhancements to the MRF during this upgrade include:

- ▢ A new dedicated tip floor building to allow faster in and out times of all trucks delivering recyclables;
- ▢ Doubling of the processing capacity (i.e. 100,000 MT a year);
- ▢ Installation of a Bollegraaf drum feeder to provide a consistent flow of material to the in-feed belts;
- ▢ Upgrading of star screens for improved material separation;
- ▢ Retrofit of magnet to enhance capture of ferrous;
- ▢ Installation of a new eddy current machine located before the TITECH optical sorters to recover aluminum before it enters the TITECHs;
 - Aluminum reflection signature read by the NIR is very similar to paper, which can lead to contamination and lost aluminum; new TITECH position enhances aluminum and plastic containers recovery and purity of recovered products.
- ▢ Installation of two new TITECH NIR optical sorters for the recovery of PET containers and better separation of fibres from container stream;
- ▢ Installation of a second eddy current machine for enhanced aluminum recovery.



With these upgrades, Emterra's Winnipeg Single Stream MRF can process the full spectrum of packaging and printed paper, including:

1. OCC
2. ONP
3. Flyers, writing paper, envelopes, magazines, junk mail, clean pizza boxes
4. Boxboard
5. Rigid food and beverage plastic #1-7 containers
 - a. Including clam shells
6. Aseptic and polycoated food and beverage containers
7. Aluminum food and beverage containers
8. Tin food and beverage containers
9. Glass bottles and jars

The following materials are not acceptable at this facility:

1. Laminated paper cups
2. expanded polystyrene
3. Film plastic
4. Aluminum foil, foil pie plates, foil food containers
5. Mirrors, window glass, broken glass
6. Light bulbs, drinking glasses, ceramics, cookware

a. With 50-50 Revenue Share

Under this option, 50% of commodity revenues (net of transportation costs to end markets) would be shared with the municipality. Should the basket price of commodities fall below \$60 per tonne (net of transportation costs to end markets), revenue share would cease until it recovers to over \$60 per tonne (net of transportation costs to end markets).

Processing cost under a 50-50 revenue share model would be \$80 per metric tonne delivered FOB Emterra Winnipeg MRF.

Please note that included in the \$80 per metric tonne fee quoted above, the City of Winnipeg receives a host fee of \$10 per metric tonne from Emterra.

b. Without Revenue Share

Processing cost under a no revenue share model would be \$40 per metric tonne delivered FOB Emterra Winnipeg MRF.

Please note that included in the \$40 per metric tonne fee quoted above, the City of Winnipeg receives a host fee of \$10 per metric tonne from Emterra.

c. CPI Adjustment

On an annual basis, one full year after the commencement of the Contract, the above prices for recyclables processing and marketing shall be adjusted, on the anniversary date of the commencement of the Contract, and for each subsequent year of the Contract, to account for increases in the cost of living and fuel. The Consumer Price Index price adjustment shall apply to the quoted prices, multiplied by the average percent change in the Consumer Price Index, City of Winnipeg All Items with Energy as published by Statistics Canada for the most recent 12 calendar months:

$$\text{CPI Adjustment} = \text{current price} \times \% \text{ change of average CPI over previous year}$$

$$\% \text{ change} = (\text{Average CPI Current Year} - \text{Average CPI Previous Year}) / \text{Average CPI Previous Year}$$

The CPI Price Adjustment amount will be added to the current prices.

As some of indices are not available from Statistics Canada until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

Pursuant to the annual inflationary and fuel adjustments, if any one of the indices has a negative value, there shall be a zero adjustment for that particular index.

Term of Agreement

This proposal is based on a five year term with two one year extensions at the mutual agreement of both parties. Requests for extension are to be made by either party at least 60 days prior to the end date of the contract in year five.

In closing, we would like to thank the CIF for this opportunity to provide services that enhance waste resource recovery in northwest Ontario communities. Should you have any questions, I would be available at your convenience for a meeting or conference call. I look forward to creating a viable and successful public-private partnership with CIF and the communities.

Yours truly,
Halton Recycling Ltd. dba Emterra Environmental



Paulina Leung
Vice President of Corporate Strategy and Business Development

C.C. Alec Scott, Continuous Improvement Fund
Rick Denyes, Continuous Improvement Fund

Schedule 4 – Normal WDO Material Categories

Material ID	Material Description
71	ONP #8
72	ONP #6
73	Household Fine Paper
75	Old Magazines/Catalogues (OMG)
76	Old Corrugated Containers (OCC)
77	Old Boxboard (OBB)
78	OCC/OBB Mix (Hardpack)
82	Polycoat Containers
83	Mixed Papers
84	Aluminum (Cans, Containers, Foil)
85	Steel (Cans, Containers)
87	Flint/Clear
88	Coloured
89	Mixed Glass
101	Plastic Film (#2, #4)
102	Tubs & Lids (#2, #4, & #5)
104	Mixed Plastics
106	Fibre, Glass, Aluminum, Steel, Plastic
107	Fibre, Aluminum, Steel, Plastic
109	Aluminum, Steel, Plastic
110	Glass, Aluminum, Steel, Plastic
271	Wine/Spirits Containers Returned for Deposit
274	PET Bottles (#1)
276	HDPE Containers - Clear(#2)
278	Polystyrene Foam(#6)
347	Other Bottles (#3, #5, #7)