

## ADDENDUM NO. 1

This is the first Addendum to the City of Regina Services Agreement for Supply and Operation of Material Recycling Facility between the City of Regina (the "City") and Halton Recycling Ltd. (the "Operator"), dated June 20, 2012, (the "Agreement") respecting the provision of Services related to the Co-mingled Recycling Collection Program.

AND WHEREAS the Parties wish to modify the Agreement to provide for an update to the Agreement to amend the definition of "Designated Materials" and update Schedule "C" to the Agreement.

NOW THEREFORE THIS ADDENDUM NO. 1 WITNESSES that in consideration of the respective covenants and agreements of the Parties contained herein, and for other good and valuable consideration now paid and delivered by each Party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the City and the Operator each agree with the other as follows:

1. Section 1(bb) of the Agreement is deleted in its entirety and replaced with the following:
  - (bb) **Designated Materials** means Paper, Glass, Tin, Aluminum, UCB, Polycoat Containers, PET Plastic, CHDPE Plastic, NHDPE Plastic, HDPE Plastic, Plastics 1 to 7 and Aseptic Containers as at the commencement of the Agreement and such other materials that may be designated by the City from time to time.
2. Schedule "C" to the Agreement is deleted and replaced with the revised Schedule "C" which is attached to this Addendum.
3. The Parties each affirm that the Agreement and Addendum No. 1 shall hereafter be read together and construed as one document.
4. The Parties each affirm the terms of each of the Contract and Addendum No. 1 and except and only subject to the amendments herein contained, the Agreement (as modified by Addendum No.1) remains in all respects the same, continues in full force and effect, and is hereby ratified and confirmed.
5. This Addendum No. 1 may be executed in any number of counterparts by any one or more of the Parties. Each executed counterpart shall be deemed to be an original and such

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**SCHEDULE C**

**UNIT PROCESSING FEES\***

Contamination Rate (%)	Collected Material Tonnes for 0 to 15,000 Tonnes Per Operating Year (\$/Tonne)	Collected Material Tonnes for 15,001 to 20,000 Tonnes Per Operating Year (\$/Tonne)	Collected Material Tonne for 20,001 to 25,000 Tonnes Per Operating Year (\$/Tonne)	Collected Material Tonne for Greater than 25,001 Tonnes Per Operating Year (\$/Tonne)
0-5	124.00	103.00	96.00	86.00
5.1-10.0	134.00	120.00	103.00	101.00
10.1 to 15	141.50	110.00	115.00	112.00
more than 15.1	149.00	140.00	128.00	126.00

\*Unit Processing Fees in Schedule "C" are revised to include mixed plastics (#3, 4, 5, 6, & 7 bottles and containers) and do not include any applicable taxes.



counterparts together shall constitute a single instrument.

This Addendum executed by THE CITY OF REGINA on July 8, 2013.

(seal)

THE CITY OF REGINA

City Clerk



This Addendum executed by HALTON RECYCLING LTD. on June 24, 2013.

(seal)

Title:

Name:

CEO

Emmie Leung