

## APPENDIX 4I

### ENVIRONMENTAL AND SUSTAINABILITY SERVICES

#### 1. DEFINITIONS

In this Appendix, in addition to the definitions set out in Schedule 1 of the Agreement:

“**Environmental Management System**” or “**EMS**” has the meaning set out in Section 2.3 of this Appendix.

#### 2. ENVIRONMENTAL AND SUSTAINABILITY SERVICES

##### 2.1 General Requirements

- (a) Project Co will perform the Environmental and Sustainability Services in compliance with this Appendix and all other requirements of this Agreement. Project Co is responsible for the costs of meeting all such requirements for the Environmental and Sustainability Services except where any costs are clearly identified as being Authority costs.
- (b) Project Co will continuously perform the Environmental and Sustainability Services throughout the Operating Period, and is responsible for such Services with onsite staffing 24-hours per day 365(6) days per year. For greater certainty, a minimum of two staff are expected to be onsite at all times to support the performance of the Services.
- (c) There may be services or tasks to be performed that are not expressly described in this Agreement, but in performing the Services in this Appendix, Project Co will perform all such tasks as are required by Good Industry Practice.
- (d) This Appendix includes a table that references Performance Indicators applicable to Environmental and Sustainability Services. The Performance Indicators include all provisions of the relevant section of this Appendix referenced in the table and all other Services required or reasonably inferred to be required to perform the relevant Performance Indicator. The Performance Indicators identified will not limit the scope of the Environmental and Sustainability Services to be performed.
- (e) Without limiting the requirements of the Agreement, including the other provisions of this Appendix, Project Co will:
  - (1) provide high quality, efficient, innovative and flexible Environmental and Sustainability Services at all times;
  - (2) provide sufficient number of qualified, trained and competent personnel (which in all cases includes employees or other personnel of Project Co, the Service Providers and Sub-Contractors) with the skills necessary to perform the Environmental and Sustainability Services;
  - (3) meet all requirements of applicable Law, Building Code, applicable collective agreement(s) and Authority Policies. Where there are conflicts between Project Co policies and the Authority Policies, Authority Policies will prevail;
  - (4) research and develop new service delivery methods and apprise the Authority of their benefits;
  - (5) manage matters and marshal resources as required to participate in non-medical emergency responses and to provide a high level of customer care;

- (6) keep the Authority informed in such detail as the Authority may reasonably require of the progress of any negotiations regarding employees;
- (7) cooperate with and assist the Authority in the interface and coordination of the other services identified to be delivered by the Authority and/or its contractors other than Project Co and the Service Providers and Sub-Contractors;
- (8) exercise competent supervision of the Environmental and Sustainability Services at all times; and
- (9) provide all quality assurance and quality monitoring required in connection with the Environmental and Sustainability Services.

## 2.2 Scope of Services

- (a) The general scope of the Environmental and Sustainability Services is:
  - (1) maintenance of a safe, compliant, working environment for the Facility through the use of processes, practices, materials, supplies and products that avoid or minimize the production of pollutants and waste thereby reducing the overall impact to human health systems, building components, life cycle and the environment; and
  - (2) utilization of recognized risk assessment/management systems to ensure that standards are maintained in the performance of the Services, and that any adverse variance is recognized and corrected.
- (b) Project Co will perform the Environmental and Sustainability Services on a scheduled and demand basis to ensure that performance of the Services does not cause or create any safety or environmental hazard to the environment and/or any individual in the Facility or on the Site, and minimizes disruption to the Authority Activities.
- (c) The intention of this Appendix is that Project Co will provide Environmental and Sustainability Services in respect of the whole of the Facility.

## 2.3 Environmental Management System

- (a) Project Co will develop and implement a comprehensive environmental management system (the “**Environmental Management System (EMS)**”) including appropriate operational policies, procedures and practices relative to the Environmental and Sustainability Services, including with respect to:
  - (1) emissions management (air and wastewater);
  - (2) GHG emission reduction;
  - (3) halocarbons (ozone depleting substance) management;
  - (4) hazardous materials and hazardous waste management;
  - (5) non-hazardous solid waste management and recycling;
  - (6) storage tanks management, including tracking, measuring and disposing of materials;
  - (7) potable water quality management;
  - (8) water conservation;

- (9) indoor air quality management;
  - (10) green materials and supplies;
  - (11) proactive mould growth prevention;
  - (12) continuous hazardous gas monitoring;
  - (13) managing sound pollution;
  - (14) implementing a legionella prevention program;
  - (15) developing an occupant environmental awareness program in conjunction with the Authority; and
  - (16) reporting to the Authority on the development and implementation of all programs and procedures intended to reduce the environmental impact of the delivery of Services.
- (b) Project Co will perform the Services in accordance with the EMS on an ongoing basis in a careful and environmentally responsible fashion to minimize effects on health and the environment.
  - (c) Project Co will employ environmentally sound processes, materials, supplies and equipment.
  - (d) Project Co will put programs in place to ensure monitoring, inspection, testing, handling, storage and clean up as required for all elements of the EMS.
  - (e) Project Co will empty all collection tanks, including neutralizing tanks, decontamination tanks, etc.
  - (f) The EMS will be developed and implemented with support from the Project Co's corporate energy and environment department and sustainability advisor or equivalent.

#### **2.4 Quality Monitoring**

- (a) Project Co will conduct a customer satisfaction survey annually or on a frequency to be agreed between the parties. The questions contained in such survey are subject to review by the Authority. Within 30 Business Days following completion of any such survey, Project Co will provide the Authority with a summary of the results, which summary will include average scores per question, a historical trend, surveyor comments, areas for improvement and a strategy for the upcoming period to address any such areas for improvement.

### **3. PERFORMANCE INDICATORS**

Note: In the following table, a Performance Indicator applies, and a Service Failure occurs, either:

- (a) Per Event (PE), meaning that the Performance Indicator applies, and a Service Failure occurs and is recorded, for each separate occurrence of a breach of the Performance Indicator within the applicable reporting period indicated in the "Frequency Reported" column, for an aggregate total of Service Failures recorded for that period and a corresponding Deduction for each of the Service Failures (calculated pursuant to Schedule 8 [Payments]); or
- (b) Per Period (PP), meaning that the Performance Indicator applies, and a Service Failure occurs, only once for each applicable reporting period, with a corresponding Deduction for the Service Failure (calculated pursuant to Schedule 8 [Payments]).

If not clearly indicated to the contrary in the “Performance Indicator” column, the Performance Indicator applies on a PE basis.

A Service Failure that is on a PE basis may also be the subject of a Service Failure on a PP basis, and will be taken into account for both.

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL: (refer to Schedule 8 (Payments) for Service Level applicable to Response Time)
				PR = Per Request PO =Per Occurrence D =Daily W =Weekly MO = Monthly Q = Quarterly S = Semi-Annually (i.e every 6 months) A = Annually R = Randomly, At Any Moment in Time	L = Low Service Failure  M = Medium Service Failure  H = High Service Failure
411	2.3	PE - Environmental Management System - All elements of the Environmental Management System are functional and available to the Authority and all Services are carried out in accordance with Section 2.3 of this Appendix.	Performance Monitoring Report	MO	H
412	2.4(a)	PP - Quality Monitoring – Customer Satisfaction survey is conducted annually	Survey	A	M