

APPENDIX 4I

ENVIRONMENTAL AND SUSTAINABILITY SERVICES AND PERFORMANCE INDICATORS

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.
- (b) Project Co will continuously perform the Environmental and Sustainability Services throughout the Operating Period, and is responsible for such Services 24-hours per day 365(6) days per year.
- (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.

(f) [Not used]

2.2. Scope of Services

- (a) [Not used]
- (b) [Not used]
- (c) 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.
- (d) 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 person in the Facility or on the Site, and minimizes disruption to the Authority Activities

- (e) The intention of this Appendix is that Project Co will provide Environmental Services in respect of the whole of the Facility and Site.

2.3. Environmental Management System

- (a) Project Co will develop and implement a comprehensive energy 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;
- (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) sound pollution; and
- (14) occupant environmental awareness.

- (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.

2.4. Quality Monitoring

- (a) Project Co will maintain and implement a system for recording and acting on customer feedback and satisfaction with respect to the Environmental and Sustainability Services through the conduct of a customer user satisfaction survey/questionnaire to be carried out yearly in a format to be agreed between Project Co and the Authority.

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, for each separate occurrence within the applicable reporting period indicated in the “Frequency Reported” column, for an aggregate total of Service Failures for that period and a corresponding Deduction for each of the Service Failures (calculated pursuant to Schedule 8 [Payment Mechanism]); 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 [Payment Mechanism]).**

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(a)	PE - Environmental Management System - All elements of the Environmental Management System are functional and	Performance Monitoring Report	MO	H

		available to the Authority			
412	2.4 (a)	PP - Quality Monitoring – Customer Satisfaction survey is conducted annually	Survey	A	M