

ATTACHMENT ● TO SCHEDULE A

STATEMENT OF WORK FOR ELIGIBLE COMMUNITY PROMOTION AND EDUCATION

(All Collection Services)

for

MASTER SERVICES AGREEMENT

Number 2023 - ●

Deleted: 2022

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### STATEMENT OF WORK

STATEMENT OF WORK NUMBER: ●

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of ● BETWEEN ● ("Contractor") and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario ("CMO", and with the Contractor, each a "Party" and collectively the "Parties"), with an effective date of ● ("Statement of Work Effective Date").

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in the MSA, as follows:

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4, the Contractor shall perform the Work required by this Statement of Work for all Households located within the applicable Eligible Community listed in Exhibit 4. For clarity, the Contractor shall perform the Work required by this Statement of Work for a Household located within an Eligible Community listed in Exhibit 4 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Household is not included in the number of Households listed in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor, by Change Order, may extend this Statement of Work for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "SoW Term".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
  - i. Exhibit 1 – Scope of Work and Other Provisions;
  - ii. Exhibit 2 – Households;
  - ii. Exhibit 3 – Blue Box Material Accepted in Collection System;
  - iv. Exhibit 4 – Service Commencement Dates; and
  - v. Exhibit 5 – Compensation.

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**IN WITNESS WHEREOF**, the terms and conditions of this Statement of Work are acknowledged and agreed to by the Parties as of the date first listed above.

**[Contractor]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Contractor.

**[CMO]**

By: \_\_\_\_\_  
Name:  
Title:

√ We have authority to bind CMO

**Deleted:** By: \_\_\_\_  
Name:   
Title:

**EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS**

**ARTICLE 1  
DEFINITIONS**

**1.1 Definitions**

“COLLECTION SERVICES” means the work described in the Statement of Work for Eligible Community Residence and Facility Collection, the Statement of Work for Eligible Community Public Space Collection and, as applicable, the Statement of Work for Eligible Community Depot Collection or the Statement of Work for Eligible Community Depot Operation.

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“FACILITY” has the meaning set out in the Regulation.

“HOUSEHOLD” means (i) a Residence, (ii) a dwelling unit contained within the type of Facility described by section (a) of the definition of “facility” in the Regulation and (iii) households agreed by the Parties to be households for the purposes of the MSA (including the households referred to in Exhibit 2).

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“PROMOTION AND EDUCATION MATERIAL” means promotion and education materials developed by CMO or the Contractor in respect of the Blue Box Material.

**Deleted:** “FACILITY” has the meaning set out in the Regulation¶

“RESIDENCE” has the meaning set out in the Regulation.

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“SOW TERM” has the meaning set out in Section 3 of this Statement of Work.

**Deleted:** “PROMOTION AND EDUCATION SERVICES” or “PES” means the Work under this Statement of Work.¶

“STATEMENT OF WORK EFFECTIVE DATE” has the meaning set out in the recitals to this Statement of Work.

**ARTICLE 2**  
**SCOPE OF PROMOTION AND EDUCATION SERVICES**

**2.1 Scope of Promotion and Education Services**

- (a) The Contractor ~~shall have primary responsibility for executing promotion and education for Households, including distribution of the Contractor's Promotion and Education Materials, including newsletters, calendars and apps for collection schedules.~~
- (b) The Contractor ~~may:~~
- (i) incorporate CMO's Promotion and Education Materials in the Contractor's Promotion and Education Materials;
  - (ii) use messaging and images that are developed by CMO in the Contractor's Promotion and Education Materials for the purposes of this Statement of Work and for no other purpose; ~~and~~
  - (iii) distribute CMO's Promotional and Educational ~~Materials~~ and assist with promotion and education at the direction of CMO, including supporting local events organized by CMO.
- (c) ~~CMO shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.~~

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### ARTICLE 3 SERVICE PROVISION

#### 3.1 Service Provision

- (a) The Contractor will have primary responsibility for providing persons associated with Households information about collection services, including:

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- (i) where the Contractor is providing Residence and Facility collection:

- the days and times that collection service is provided;
- a list of Blue Box Material that may be deposited into blue box receptacles;
- a list of materials that may not be deposited into blue box receptacles;
- a description of how blue box receptacles can be replaced, or how additional blue box receptacles can be requested; and
- a telephone number and email address, at which persons may receive responses to questions or concerns relating to collection;

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- (ii) where the Contractor is providing Depot collection:

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- the location of every depot collection site and its hours of operation;
- a list of blue box material that may be delivered to the depots;
- a list of materials that may not be included with Blue Box Material when delivered to the depots; and
- a telephone number and email address, at which persons may receive responses to questions or concerns relating to collection; and

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- (iii) where the Contractor is providing Public Space collection:

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- general descriptions of public space locations at which receptacles for Blue Box Material are available;
- a list of blue box material that may be placed into public space receptacles for Blue Box Material;
- a list of materials that may not be placed into public space receptacles for Blue Box Material; and
- a telephone number and email address, at which persons may receive responses to questions or concerns relating to collection.

- (b) The Contractor will utilize the Blue Box Material categories and terminology in Exhibit 3 Blue Box Material Accepted in Collection System in communications with Households.

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## ARTICLE 4 DOCUMENTATION AND PAYMENT

### 4.1 Documentation and Payment

- (a) The Contractor shall review a monthly summary report prepared by CMO and provided to the Contractor via an online web-based interface by the fifth (5th) day of the month following the month addressed in the summary report. If the fifth (5th) day of the month falls on a Saturday, Sunday or Statutory Holiday, the report may be provided on the next Business Day. This report shall include the total number of Households.
- (b) Within five (5) calendar days of the monthly summary report being provided to the Contractor via an on-line web-based interface, the Contractor shall review such monthly summary report and notify CMO of (i) any discrepancies in such monthly summary report or (ii) the Contractor's acceptance of such monthly summary report as an accurate and complete Work Report for the Month in respect of the applicable calendar month. If the fifth (5) calendar day after such report is provided to the Contractor falls on a Saturday, Sunday or Statutory Holiday, the Contractor may notify CMO on the next Business Day.
- (c) If the Contractor does not notify CMO of any discrepancies in, or of the Contractor's acceptance of, such monthly summary report within the time specified in Section 4.1(b) of this Exhibit 1, the Contractor shall be deemed to have accepted such monthly summary report as an accurate and complete Work Report for the Month in respect of the applicable calendar month.
- (d) If the Contractor notifies CMO of any discrepancies in a monthly summary report within the time specified in Section 4.1(b) of this Exhibit 1, CMO will make commercially reasonable efforts to resolve the discrepancies and reissue such report within five (5) Business Days of being notified by the Contractor of such discrepancy. The Contractor shall review and respond to such reissued report in accordance with the requirements specified in Section 4.1(b) of this Exhibit 1 and Sections 4.1(b) and 4.1(c) of this Exhibit 1 shall otherwise apply to such reissued report.
- (e) Once accepted, or deemed to be accepted, by the Contractor, a monthly summary report shall be a work report for the month (the "Work Report for the Month") in respect of the applicable calendar month.
- (f) For clarity, the Contractor will only be paid for Work under this Statement of Work in respect of any calendar month once there is a Work Report for the Month for such calendar month.
- (g) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

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Each monthly work report submitted

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**EXHIBIT 2: HOUSEHOLDS**

Eligible Community					Number of Households Receiving All Collection Services					

**\*NOTE:** The number of Households for multi-family buildings is determined by the number of dwelling units located within the applicable multi-family building.

**\*\*NOTE:** CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.

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### EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint		
	Magazines and Catalogues		
	Telephone Books		
	Household Fine Paper		
	Other Printed Paper		
	Corrugated Cardboard		
	Boxboard		
	Gable Top Cartons		
	Paper Laminates		
	Aseptic Containers		
Aluminum	Aluminum food or beverage cans		
	Aluminum Foil & Trays		
	Other Aluminum Packaging & Foil		
Plastics	PET Bottles (#1)		
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		
	HDPE Containers (#2)		
	Tubs & Lids (#2, #4 & #5)		
	Other Bottles & Containers (#3, #5, #7)		
	Plastic film (LDPE/HDPE) (#2, #4)		
	Plastic Laminates		
	Polystyrene Foam (#6)		
	Polystyrene Crystal (#6)		
Steel	Steel Food and Beverage Cans		
	Steel Aerosols		
	Steel Paint Cans		
Glass	Flint/Clear Glass		
	Coloured Glass		

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**\*NOTE:** CMO holds no responsibility or liability for information that is different from the information presented in this Exhibit.

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**EXHIBIT 4: SERVICE COMMENCEMENT DATES**

The table included below lists the Statement of Work Eligible Community Service Commencement Date when services, forming the Work described by this Statement of Work, are to commence in each Eligible Community.

<u>Eligible Community</u>	Statement of Work Eligible Community Service Commencement Date	

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## EXHIBIT 5: COMPENSATION

- 1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as follows:
- a) \$1.50 multiplied by the total number of Households listed in Exhibit 2 at the start of the applicable calendar month and divided by twelve (12).
- 1.2 For clarity, the number of Households listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Households listed in Exhibit 2 is not the actual number of Households at the start of the applicable calendar month.
- 1.3 The number of Households listed in Exhibit 2 shall be updated to reflect any Change Orders agreed under the MSA.

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