

ATTACHMENT ● TO SCHEDULE A

STATEMENT OF WORK FOR ELIGIBLE COMMUNITY RESIDENCE AND FACILITY AND
PUBLIC SPACE COLLECTION

for

MASTER SERVICES AGREEMENT

Number 2023 - ●

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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 8, the Contractor shall perform the Work required by this Statement of Work for all Eligible Sources and Public Space Receptacles located within the applicable Eligible Community listed in Exhibit 8 that are in existence on such date. For clarity, the Contractor shall perform the Work required by this Statement of Work for an Eligible Source located within an Eligible Community listed in Exhibit 8 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Eligible Source is not included in the number of Stops listed in Exhibit 2 or referenced in Exhibits 3 or 4.
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 8 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, 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 9, 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 – Stops;
 - iii. Exhibit 3 – Multi-family Buildings;
 - iv. Exhibit 4 – Retirement Homes, Long-Term Care Homes and Schools;

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- v. Exhibit 5 – Public Space Receptacles;
- vi. Exhibit 6 – Non-Eligible Sources;
- vii. Exhibit 7 – Blue Box Material Accepted in Collection System;
- viii. Exhibit 8 – Service Commencement Dates; and
- ix. Exhibit 9 – 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: _____
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By: _____
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We have authority to bind the Contractor.

[CMO]

By: _____
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We have authority to bind CMO

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EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

“COLLECTION” means the collection of Blue Box Material from an Eligible Source located within an Eligible Community listed in Exhibit 8 and delivery of the collected Blue Box Material to a RF.

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“COLLECTION SERVICES” means the portion of the Work required by this Statement of Work.

“ELIGIBLE SOURCES” means, collectively, (i) eligible sources as defined in the Regulation and (ii) sources agreed by the Parties to be eligible sources for the purposes of the MSA.

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

“HAZARDOUS WASTE” means: (i) a hazardous and special product or HSP as defined by Ontario Regulation 449/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016; or (ii) a hazardous waste as defined in Revised Regulations of Ontario 1990, Regulation 347 under the (Ontario) Environmental Protection Act.

“NEW ELIGIBLE SOURCE” means a new eligible source as agreed to by the Parties for the purposes of this MSA.

“NEW PUBLIC SPACE RECEPTACLE” means a new Public Space Receptacle as agreed to by the Parties for the purposes of the MSA.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material.

“NON-COMPLIANT” means Blue Box Material that is set out incorrectly, inappropriately or improperly prepared including the following reasons:

- (i) Container contains Non-Blue Box Material;
- (ii) Blue Box Material not properly sorted;
- (iii) Recycling container is not suitable; or
- (iv) Cardboard is oversized.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 8 that is not an Eligible Source.

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“PUBLIC SPACE” has the meaning set out in the Regulation.

“PUBLIC SPACE RECEPTACLE” means a receptacle located in a Public Space for the collection of Blue Box Material that is collected on a residential collection route and listed in Exhibit 5.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

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

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

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

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

“STOPS” means, collectively, (i) a Residence, (ii) a type of Facility described by sections (b), (c) or (d) of the definition of “facility” provided in the Regulation, (iii) a dwelling unit contained within the type of Facility described by section (a) of the definition of “facility” in the Regulation (iv) a Public Space Receptacle and (v) stops agreed by the Parties to be stops for the purposes of the MSA (including the stops referred to in Exhibit 2).

“STREAM 1” has the meaning set out in Section 3.3(f)(i) of Exhibit 1 to this Statement of Work.

“STREAM 2” has the meaning set out in Section 3.3(f)(ii) of Exhibit 1 to this Statement of Work.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material including one of, or a combination of more than one of, single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public space. The ValType shall be recorded on weigh scale tickets at an RF.

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ARTICLE 2
SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including picking up, Collection Vehicle compacting to a maximum compaction rate agreed to by the Parties, hauling of material to a RF and unloading by material stream for Blue Box Material from:
- (i) Eligible Sources, including single-family residences, multi-family residences and facilities, including long-term care homes, retirement homes and schools, to each Eligible Source in a manner that meets or exceeds the standard, level, scope and quality of collection services the Eligible Source (or, for a New Eligible Source, a similar Eligible Source) received immediately prior to the Transition Date and complies with the terms of the MSA; and
 - (ii) Public Space Receptacles, to each Public Space Receptacle in a manner that meets or exceeds the standard, level, scope and quality of collection services the Public Space Receptacle (or, for a New Public Space Receptacle, a similar Public Space Receptacle) received immediately prior to the Transition Date and complies with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 22, 23, 27, 29 and 30.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material from the point of collection through to delivery to an RF.
- (d) 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 Set-Out Location

- (a) The Contactor shall provide curbside Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage at curbside in an Eligible Community listed in Exhibit 8. Where the location of the curbside containers is not obvious, as may be the case with multi-family buildings, the Contractor shall be responsible for arranging with each Eligible Source to determine the collection point for Blue Box Material at the property.
- (b) The Contractor shall provide containerized Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage in containers such as carts or front-end bins in an Eligible Community listed in Exhibit 8. The set-out locations will vary by Eligible Source. The Contractor shall work with the specific addresses to determine the optimal set-out location of the recycling containers, which best meets the needs of the Eligible Source and the Contractor.

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3.2 Addition or Removal of Eligible Sources and Public Space Receptacles

- (a) CMO and the Contractor may add New Eligible Sources or remove existing Eligible Sources, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.8 of the MSA.
- (b) CMO and the Contractor may add new Public Space Receptacles or remove existing Public Space Receptacles, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.8 of the MSA.

3.3 Blue Box Material to be Collected

- (a) The Contractor will collect the Blue Box Material listed in Exhibit 7 from Eligible Sources that is placed in containers (including both Contractor-provided and Customer-owned containers) and Public Space Receptacles.
- (b) The Contractor will not scavenge, or permit its employees or Subcontractors to scavenge, any Blue Box Material that has been set out for collection during Contractor's performance of the Work.
- (c) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (d) If the average amount of Non-Blue Box Material collected from Eligible Sources in an Eligible Community (including Residences and Facilities) in any rolling six (6) month period exceeds four percent (4%) the Contractor will, within ninety (90) calendar days, prepare and submit to CMO a plan that includes identification of sources of Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide quarterly reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO.

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(e) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging containing Hazardous Waste.

(f) If Blue Box Material is to be collected from Eligible Sources and Public Space Receptacles in the Eligible Communities listed in Exhibit 8 in two streams as set out in Exhibit 7, the streams are as follows:

(i) Stream 1 – Paper Products and the following types of Paper Packaging:

- paper laminates
- kraft paper carry-out bags
- kraft paper – non-laminated
- corrugated cardboard
- boxboard and other paper packaging

(ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:

- gable top containers
- aseptic containers

3.4 Blue Box Material from Non-Eligible Sources

Other than for Non-Eligible Sources that are included in the count set out in Exhibit 6, the Contractor shall keep separate, and maintain separation of, Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources. For clarity, the Contractor may only mix the Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources included in the count set out in Exhibit 6. The Contractor, at its discretion, may remove Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 6. CMO may propose the removal of Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 6 through a Change Order.

3.5 Collection Containers

The Contractor is responsible for replacing a damaged or missing container when requested by an Eligible Source.

3.6 Public Space Receptacles

CMO, at any time, may direct the Contractor to affix signage provided by CMO to a Public Space Receptacle or post signage at the location of a Public Space Receptacle. The Contractor shall affix or post such signage, as directed, within thirty (30) calendar days.

3.7 Non-Compliant Material

If Non-Compliant Material was tagged prior to the Statement of Work Eligible Community Service Commencement Date, the Contractor shall, if Blue Box Material is Non-Compliant, place in a prominent location a non-compliance notification tag that identifies the specific problem(s) and reason(s) for non-compliance.

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3.8 Unloading Blue Box Material

- (a) The locations of the RF(s) for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to an RF shall adhere to the following steps:
- (i) The inbound Collection Vehicle shall pass over the weigh scale without exception. The operator of the Collection Vehicle must provide information such that a weigh scale ticket with all required data can be generated;
 - (ii) The Collection Vehicle shall go to the designated tipping floor area of the RF. Each of the fibres and containers must be deposited into the appropriate tipping floor area. A Collection Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
 - (iii) If Collection Vehicles have more than one compartment and are carrying more than one Stream of Blue Box Material, selected Collection Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight (estimated 10% of Collection Vehicles by Eligible Community will be directed to split weigh). After split weighing, a Collection Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Collection Vehicle. The Collection Vehicle will then return to the weigh scale to obtain a tare weight;
 - (iv) The Collection Vehicle must empty the fibre and container compartments on every trip to the RF. The Collection Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. The Collection Vehicle operator shall not clean out the Collection Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa;
 - (v) If the Collection Vehicle experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate the materials from each compartment;
 - (vi) Every Collection Vehicle must have a tare weight taken once every two months without exception. To alleviate the potential for backup and delays on the weigh scale, tare weight timing will be staggered; and
 - (vii) In the event an RF is unable to accept Blue Box Material from a Collection Vehicle, the Contractor shall immediately notify CMO and the Collection Vehicle shall proceed to another RF as directed by CMO. If the other RF is more than a sixty (60) minute drive from the centroid of an Eligible Community where the Blue Box Material was collected, CMO will reimburse the Contractor for reasonable expenses it incurs as a result of the Collection Vehicle's travelling beyond the sixty (60) minute boundary.

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- (d) The Collection Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of Blue Box Material.

ARTICLE 4 RECORD KEEPING AND REPORTING REQUIREMENTS

4.1 Record Keeping and Reporting Requirements

- (a) The Contractor shall cause the Collection Vehicle operator to provide the following information to CMO or such Person identified by CMO from time to time, including the RF representative, such that the following data may be collected for each inbound vehicle:

- (i) Originating Eligible Community ID number;
- (ii) Valtype (i.e., the type or the majority fraction of combined loads from single-family residences, multi-family residences, long-term care homes, retirement homes, schools, Public Space Receptacles) as applicable to the load;
- (iii) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a Single Stream material type);
- (iv) Contractor ID number;
- (v) Collection route or zone number (if applicable);
- (vi) Collection Vehicle number; and
- (vii) Collection Vehicle licence plate number.

- (b) The Contractor shall retain records for the Blue Box Material that is collected and delivered to a RF including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered.

- (c) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CMO, in a form reasonably approved by CMO, outlining kilometres driven and actual or estimated fuel consumed by Collection Vehicles in the delivery of the Work under this Statement of Work. The report will be organized to display information by Collection Vehicle category and where Collection Vehicles are used for a specific Valtype the information for Collection Vehicles will be listed separately.

- (d) The Contractor shall, in addition to the records specified above, 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 following information:

- (i) Originating Eligible Community ID number;
- (ii) Total number of Stops;
- (iii) Number of Stops added or removed through a Change Order during the calendar month;
- (iv) Total number of Non-Eligible Source Stops;
- (v) Valtype of each load delivered to an RF;

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Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs);¶

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- (vi) Blue Box Material onboard each load delivered to an RF;
- (vii) ID number of Contractor delivering each load to an RF;
- (viii) Collection route or zone number (if applicable);
- (ix) Collection Vehicle number;
- (x) Collection Vehicle licence plate number;
- (xi) Scale ticket number;
- (xii) Gross weight (tonnes);
- (xiii) Tare weight (tonnes, including by split load if applicable); and
- (xiv) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs).
- (e) 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.
- (f) 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(e) 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.
- (g) If the Contractor notifies CMO of any discrepancies in a monthly summary report within the time specified in Section 4.1(e) 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(e) of this Exhibit 1 and Sections 4.1(e) and 4.1(f) of this Exhibit 1 shall otherwise apply to such reissued report.

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ARTICLE 5
DOCUMENTATION AND PAYMENT

5.1 Documentation and Payment

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall review and accept the monthly summary report for the Work performed in the prior calendar month for such Eligible Community in accordance with Section 4.1 of this Exhibit 1. Once accepted, or deemed to be accepted, by the Contractor, such monthly summary report shall be a work report for the month (the “Work Report for the Month”) in respect of the applicable calendar month.
- (b) If requested by CMO, the Contractor shall provide Collection Vehicle weigh scale records.
- (c) 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.
- (d) 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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total number of Eligible Sources serviced;¶
total number of Non-Eligible Sources serviced;¶
number of Eligible Sources added or removed through a Change Order during the calendar month, accompanied by the names and addresses of Facilities impacted; and¶
Blue Box Material collection summary report that complies with the requirements of Section 4.1(d) of this Exhibit 1.¶

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EXHIBIT 2: STOPS

	Eligible Community	Number of Single-Family Residence and Multi-Family Building Stops	Number of Public Space Receptacle Stops	Number of Retirement Home Stops	Number of Long-Term Care Home Stops

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

**NOTE: The number of Stops for Public Space Receptacles is determined by the number of such Public Space Receptacles at a location.

***NOTE: In the event of a conflict or inconsistency between the information presented in Exhibit 2, Exhibit 3, Exhibit 4 and Exhibit 5, the information presented in Exhibit 2 shall be used to resolve the conflict or inconsistency.

****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: MULTI-FAMILY BUILDINGS

	Eligible Community	Building Name	Street Address	City	Postal Code	Number of Dwelling Units
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***NOTE: The number of Stops for multi-family buildings is determined by the number of dwelling units located within the applicable multi-family building.**

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EXHIBIT 4: RETIREMENT HOMES, LONG-TERM CARE HOMES AND SCHOOLS

	Eligible Community	Facility Name	Street Address	City	Postal Code	Number of Dwelling Units (as applicable)
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***NOTE:** The number of Stops for a Retirement Home, Long-Term Care Home or School is not the number of dwelling units (as applicable) listed in this Exhibit 4.

****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 5: PUBLIC SPACE RECEPTACLES

<u>Eligible Community</u>	<u>Location</u>	<u>Street Address</u>	<u>City</u>	<u>Postal Code</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Number of Public Space Receptacles at Location</u>

***NOTE: The number of Stops for Public Space Receptacles is determined by the number of such Public Space Receptacles at a location.**

****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 6: NON-ELIGIBLE SOURCES

	Eligible Community	Name of Non-Eligible Source	<u>Location</u>	<u>Street Address</u>	<u>City</u>	<u>Postal Code</u>
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***NOTE:** Each row in this Exhibit 6 will count as one Stop for Non-Eligible Sources.

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EXHIBIT 7: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

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

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

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EXHIBIT 8: 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.

Eligible Community	Statement of Work Eligible Community Service Commencement Date	

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EXHIBIT 9: 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) the Unit Price multiplied by the total number of Stops as provided for in Exhibit 2 at the start of the applicable calendar month (provided that the Unit Price shall be prorated for a Stop that did not receive Collection Services for the entire calendar month). For clarity, the number of Stops listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Stops listed in Exhibit 2 is not the actual number of Stops at the start of the applicable calendar month; plus
- (b) for each New Eligible Source added during the applicable calendar month, the Unit Price per Stop prorated based on the number of Business Days during the calendar month after the effective date of the Change Order that added such New Eligible Source multiplied by the number of Stops for such New Eligible Source; less
- (c) a charge for the Blue Box Material from Non-Eligible Sources, based on (1) the total tonnes of Blue Box Material collected in the applicable calendar month, according to records provided pursuant to the Work Report for the Month, divided by (2) the total number of Stops for Eligible Sources listed in Exhibit 2 plus the total number of Stops for Non-Eligible Sources listed in Exhibit 6 (both based on counts set out in the applicable exhibit at the start of the applicable calendar month), multiplied by (3) the total number of Stops for Non-Eligible Sources included in the count set out in Exhibit 6 at the start of the applicable calendar month plus any other Stops for Non-Eligible Sources that contributed to the total tonnes of Blue Box Material collected in the applicable calendar month, multiplied by (4) the Non-Eligible Source Blue Box Material Unit Price.

For the purposes of this Statement of Work, “Unit Price” means \$ ● per Stop per month [NTD: Set out applicable Unit Price], as adjusted in accordance with this MSA, and “Non-Eligible Source Blue Box Material Unit Price” means \$ ● per tonne [NTD: Set out applicable price], as adjusted in accordance with this MSA.

The Unit Price includes the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority in its 2020 Datacall. Notwithstanding any other provision in the MSA, the Unit Price shall not be increased, and the Contractor shall not receive any additional compensation, if there is an increase in such administration factor.

1.2 Total Unit Price Adjustment

- (a) The Unit Price for each calendar month of the SoW Term shall be determined as follows:

Unit Price = Base Unit Price + Diesel Fuel Price Component Adjustment + Natural Gas Fuel Price Component Adjustment + Non-Fuel Price Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The “Base Unit Price” is the Unit Price at the Statement of Work Eligible Community Service Commencement Date as set out in Section 1.1.

1.3 Total Non-Eligible Source Blue Box Material Unit Price Adjustment

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- (a) The Non-Eligible Source Blue Box Material Unit Price for each calendar month of the SoW Term shall be determined as follows:

Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + Diesel Fuel Price Component Adjustment + Natural Gas Fuel Price Component Adjustment + Non-Fuel Price Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The “Base Non-Eligible Source Blue Box Material Unit Price” is the Non-Eligible Source Blue Box Material Unit Price at the Statement of Work Eligible Community Service Commencement Date as set out in Section 1.1.

1.4 Fuel Price Component Adjustment

- (a) The “Fuel Price Component” is 20% of the Base Unit Price or 20% of the Base Non-Eligible Source Blue Box Material Unit Price, as applicable.

- (b) Diesel Fuel

If the Contractor utilizes diesel fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the Statement of Work Eligible Community Service Commencement Date and for each subsequent calendar month in which diesel fueled Collection Vehicles are used for the performance of the Work, then the “Diesel Fuel Price Component Adjustment” shall be (1) Fuel Price Component multiplied by (2) the percentage of fuel (measured by dollar expenditure) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month, multiplied by (3) the percent change in the Southern Ontario Diesel Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Diesel Fuel Index”), since the Statement of Work Eligible Community Service Commencement Date. The Diesel Fuel Price Component Adjustment will be added to or subtracted, as applicable, from the Base Unit Price or Base Non-Eligible Source Blue Box Material Unit Price, as applicable.

- (c) Natural Gas

If the Contractor utilizes compressed natural gas fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the Statement of Work Eligible Community Service Commencement Date and for each subsequent calendar month in which natural gas fueled Collection Vehicles are used for the performance of the Work, then the “Natural Gas Fuel Price Component Adjustment” shall be (1) Fuel Price Component multiplied by (2) the percentage of fuel (measured by dollar expenditure) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month, multiplied by (3) the percent change in the Ontario Compressed Natural Gas Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Natural Gas Index”), since the Statement of Work Eligible Community Service Commencement Date. The Natural Gas Fuel Price Component Adjustment will be added to or subtracted, as applicable, from the Base Unit Price or Base Non-Eligible Source Blue Box Material Unit Price, as applicable.

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An example of the payment adjustment calculation is shown below:¶

Diesel Fuel Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used for Collection Vehicles in the applicable calendar m ... [3]

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1.5 Non-Fuel Price Component Adjustment

- (a) The “**Non-Fuel Price Component**” is 80% of the Base Unit Price or 80% of the Base Non-Eligible Source Blue Box Material Unit Price, as applicable.
- (b) For the first calendar month immediately following the first annual anniversary of the Statement of Work Eligible Community Service Commencement Date and for each subsequent annual anniversary, the “**Non-Fuel Price Component Adjustment**” shall be (1) the Non-Fuel Price Component multiplied by (2) the percentage change in the CPI Index, as most recently published, since the Statement of Work Eligible Community Service Commencement Date. The **Non-Fuel Price Component Adjustment** will be added to or subtracted, as applicable, from the Base Unit Price or Base Non-Eligible Source Blue Box Material Unit Price, as applicable, for such calendar month and for each of the subsequent eleven (11) calendar months.
- (c) For the purposes of this Section 1.5, “**CPI Index**” means the Consumer Price Index, monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tb11/en/tv.action?pid=1810000401>).

1.6 Changes to Indices

The Diesel Fuel Index, Natural Gas Index and CPI Index shall be subject to revision as agreed by the Parties in the case the publisher materially changes such index or discontinues or replaces it.

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Natural Gas Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.¶
Natural Gas Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.¶
1.3 Consumer Price Index Price Adjustment¶

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Consumer Price Index Price Adjustment = Unit Price for the Prior Calendar Month x 0.80 x (CPI Change)¶
Consumer Price Index Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the Prior Calendar Month x 0.80 x (CPI Change)¶
For the purposes of this Section 1.3, CPI Change means (1) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending with the Prior Calendar Month (the “Current Period”) divided by (2) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending immediately prior to the start of the Current Period.¶
For the purposes of this Section 1.3, CPI Table

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