

THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN

BY-LAW 2024-28

BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MATACHEWAN TO ENTER
INTO AN AGREEMENT WITH
CIRCULAR MATERIALS ONTARIO.

WHEREAS a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act. 2001, as amended, (c25)(s9); and

WHEREAS a single-tier municipality may pass by-laws respecting the services and things that the municipality is authorized to provide under subsection (1). Municipal Act 2001, as amended, (c25)(s11(2.7); and

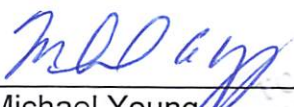
WHEREAS the Corporation of the Township of Matachewan desirous of having continued recycling collection services; and

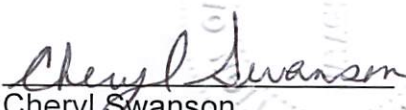
WHEREAS the Council of the Corporation of the Township of Matachewan is now entering into a Master Services Agreement for the provision of collection services of Blue Box Materials;

NOW THEREFORE we, the Council of the Corporation of the Township of Matachewan,
HEREBY ENACTS AS FOLLOWS:

1. **THAT** the CAO-Clerk-Treasurer is hereby authorized to execute the Master Services Agreement with Circular Materials Ontario (attached hereto as Schedule "A").
2. **THAT** all by-laws or resolutions, or parts thereof, inconsistent herewith are hereby repealed.

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED this 19th day of June, 2024.

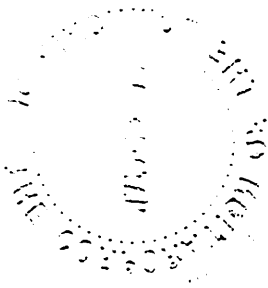

Michael Young
Deputy Mayor


Cheryl Swanson
CAO/Clerk-Treasurer

**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

BY-LAW 2024-28

SCHEDULE "A"



MASTER SERVICES AGREEMENT

for

SERVICES RELATED TO BLUE BOX MATERIAL

Number 2025-00-153



Table of Contents

RECITALS	3
ARTICLE 1 INTERPRETATION	4
1.1 Definitions.....	4
1.2 Interpretation	6
1.3 Managed Contract	8
ARTICLE 2 TERM	9
2.1 Term.....	9
ARTICLE 3 SCOPE OF WORK	10
3.1 Service Provision.....	10
3.2 Environmental Attributes	10
3.3 Labour Disruption	10
ARTICLE 4 REPRESENTATIONS AND WARRANTIES	12
4.1 Representations and Warranties.....	12
ARTICLE 5 CONTRACTOR MANAGEMENT	13
5.1 Record Keeping and Reporting Requirements	13
5.2 Subcontractors.....	13
5.3 Access to the Work	13
5.4 Contingency Plan	14
ARTICLE 6 COMPENSATION	15
6.1 Canadian Funds.....	15
6.2 Documentation and Payment.....	15
6.3 Taxes	15
6.4 Price Adjustment	16
6.5 Monies Due to CMO	16
6.6 Other Requirements	16
6.7 Interest.....	16
6.8 Limited Liabilities	16
ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION	18
7.1 Time of the Essence	18
7.2 Responsibility for Damages/Indemnification	18
7.3 COVID-19.....	20
7.4 Force Majeure.....	20
7.5 MSA Termination	22
7.6 Remedies	23
7.7 Disputes	23

7.8	Arbitration.....	24
7.9	Choice of Forum.....	24
ARTICLE 8 STANDARD CONDITIONS.....		25
8.1	Governing Laws.....	25
8.2	Compliance with Laws and Permits.....	25
8.3	Assignment	25
8.4	Contractor to Make Examinations.....	25
8.5	Access to Records	25
8.6	Insurance.....	26
8.7	Changes to MSA.....	27
8.8	Change Management	27
8.9	Conflicts and Omissions.....	30
8.10	Duty to Notify	30
8.11	Intellectual Property	30
8.12	Confidentiality Covenant	32
8.13	Severability	33
8.14	Survival.....	33
8.15	Further Assurances	34
8.16	Revisions to this MSA.....	34
8.17	Counterparts.....	34
8.18	Notice.....	34
ARTICLE 9 MSA SCHEDULE.....		36
9.1	MSA Schedule	36

This Master Services Agreement (this "MSA") is entered into as of _____, ("Effective Date")

Between

The Corporation of the Township of Matachewan, a **corporation incorporated under the laws of Ontario**, having a place of business at P.O. Box 177 283 Moyneur Avenue, Matachewan, ON P0K 1M0 ("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")

RECITALS

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the collection of Blue Box Materials and related services; and

WHEREAS, Contractor and CMO (each a "Party", and collectively the "Parties") jointly desire to enter into this MSA respecting the collection of Blue Box Material and related services for the applicable Eligible Community as set out in one or more Statements of Work which, once such Statements of Work are duly executed, shall form part of, and be subject to and governed by, this MSA; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this MSA;

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 this MSA, as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

"APPLICABLE LAW" means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this MSA or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

"BLUE BOX MATERIAL" has the meaning set out in the Regulation, except in the context of a Statement of Work it has the meaning set out in such Statement of Work to the extent expressly set out otherwise in such Statement of Work.

"BUSINESS DAY" means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Ontario.

"CHANGE NOTICE" has the meaning set in Section 8.8(a) of this MSA.

"CHANGE ORDER" has the meaning set in Section 8.8(f) of this MSA.

"COLLECTION DATA" means all data or information pertaining to Equipment or Blue Box Material or other aspects of the Work or activities involving any of the foregoing that is collected, generated or observed pursuant to this MSA, including any Statement of Work, or otherwise in the course of the Work. The Collection Data includes data and information expressly required to be delivered by the Contractor to CMO pursuant to this MSA.

"COLLECTION VEHICLE" means a vehicle used to perform collection services.

"CONTRACT PRICE" means the total price payable under this MSA, as set forth in the Statements of Work.

"CONTRACTOR DEFAULT" means a failure of the Contractor to comply with the requirements of this MSA or unsatisfactory performance of the Contractor's obligations under this MSA, other than a Material Contractor Default.

"COST ESTIMATE" has the meaning set out in Section 8.8(b) of this MSA.

"CURRENT PANDEMIC CONDITIONS" means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Ontario Ministry of Labour, Training, and Skills Development, and Chief Medical Officer of Health / Provincial Health Officer)

and industry associations relating to an epidemic or a pandemic, including, without limitation, COVID-19, which are in effect as of a Statement of Work Effective Date, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, in respect of the Statement of Work applicable to such Statement of Work Effective Date, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

"EFFECTIVE DATE" has the meaning set out above in this MSA.

"ELIGIBLE COMMUNITY" has the meaning set out in the Regulation.

"EQUIPMENT" means all vehicles, including Collection Vehicles and Hauling Vehicles, machinery, apparatus and other items used in completing the Work.

"HAULING VEHICLE" means a vehicle used to perform hauling services.

"INTELLECTUAL PROPERTY RIGHTS" means all intellectual property rights as recognized under any Applicable Law, including rights in and to patents, trade secrets, proprietary information, copyright, trademarks, industrial designs, and design patents whether or not registered or registrable and other rights in intellectual property of the same or similar effect or nature relating to the foregoing and any component thereof throughout the world.

"LEGISLATIVE CHANGE" means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CMO in its sole and absolute discretion.

"LOSSES AND CLAIMS" means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).

"MANAGER" means the manager of this MSA identified by CMO, from time to time, in writing.

"MATERIAL CONTRACTOR DEFAULT" means the Contractor has committed any of the following acts or omissions:

- (i) disposing of any Blue Box Material that was collected as part of this MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a Person not expressly permitted by this MSA;
- (ii) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CMO;
- (iii) failing to comply with the MSA, including any Statements of Work, in a manner that results in CMO or Producers becoming non-compliant with the Regulation;
or
- (iv) abandoning the Work.

"PERSON" means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, and any federal, provincial or municipal government, regulatory authority, agency,

tribunal, commission, board or department of any such government or entity however designated or constituted.

"PRIME" means the Bank of Canada's target for the overnight (interest) rate, as posted from time to time.

"PRODUCER" has the meaning set out in the Regulation.

"REGULATION" means Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*.

"STATEMENT OF WORK" means a statement of work entered into between CMO and the Contractor in the form attached to Schedule A.

"STATEMENT OF WORK ELIGIBLE COMMUNITY SERVICE COMMENCEMENT DATE" means the applicable date on which the Work commences in an Eligible Community.

"SUBCONTRACTOR" means a subcontractor employed by the Contractor pursuant to Section 5.2.

"UNUSUALLY SEVERE ADVERSE WEATHER CONDITIONS" means unusually severe adverse weather conditions at the place of the Work which:

- (i) are different from those normally and customarily experienced at the place of the Work (as documented by weather data from Environment Canada) over the past twenty (20) years taking into consideration severity, duration and time of year conditions; and
- (ii) preclude the safe performance of the Work.

"VALUE ADDED TAXES" means such sum as shall be levied upon any portion or all of the Contract Price ("Taxable Portion") by the federal or any provincial government and is computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation

"WORK" means the performance of services including the supply of all materials, Equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor's obligations under this MSA, including the Statements of Work and any Change Orders agreed to by the Parties.

"WORK REPORT FOR THE MONTH" has the meaning set forth in the applicable Statement of Work.

1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in Section 1.1 or elsewhere in this MSA shall be given their common and ordinary meaning.

- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, required, approved, or sanctioned by or satisfactory to CMO or its appointed representative.
- (c) Where the word "including" or "includes" is used, it means "including (or includes) without limitation".
- (d) The word may in this MSA denotes permissive.
- (e) The words shall and will in this MSA denote imperative.
- (f) Any capitalized term used in this MSA that is not defined in Section 1.1 or elsewhere in this MSA will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this MSA are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this MSA, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- (k) Any references in this MSA to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.
- (m) This MSA shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties. In the event of any inconsistency between any of the provisions of this MSA, the inconsistency will be resolved by reference to the following in descending order of priority:
 - (i) Amendments to the Statements of Work;
 - (ii) Statements of Work;

- (iii) Amendment to the other portions of this MSA made in accordance with the requirement of this MSA, including Change Orders; and
- (iv) Other portions of this MSA.

1.3 Managed Contract

- (a) The Parties acknowledge and agree that this MSA may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates ("RLG") as the Manager. Notwithstanding any other provision in this MSA, CMO may identify, in writing, its rights under this MSA, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
 - (i) shall receive copies of documents, and may request copies of documents, provided to CMO, or that may be requested by CMO, pursuant Sections 5.2(b) and 8.8(h)(i) of this MSA;
 - (ii) shall be notified, along with CMO, pursuant to Sections 6.2(e), 6.2(g) and 8.9(b) of this MSA; and
 - (iii) may provide notice to the Contractor pursuant to Section 7.1(b) of this MSA.

ARTICLE 2 TERM

2.1 Term

- (a) This MSA shall remain in effect from the Effective Date until all Statements of Work have expired or been terminated, unless this MSA is terminated as described in Sections 7.4 and 7.5, or as otherwise provided for in this MSA.
- (b) CMO and the Contractor may, by Change Order, extend a Statement of Work. Any such extension shall be under the terms and conditions of this MSA and the Statement of Work, as amended by CMO and Contractor from time to time.
- (c) CMO reserves the right to terminate this MSA or a Statement of Work in accordance with Section 7.5, or as otherwise provided for in this MSA. Termination shall not affect CMO's right to make a claim against Contractor for the damages on account for such a breach.

ARTICLE 3 SCOPE OF WORK

3.1 Service Provision

- (a) The Contractor shall provide all materials, personnel, and Equipment as required to provide the Work.
- (b) All Applicable Laws shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Laws, which in any manner affect the Work, those engaged or employed in the Work, or in the facilities or Equipment used in the Work, and no plea of misunderstanding will be considered on account of ignorance.
- (c) If, during the term of this MSA, there is a change in Applicable Law which is in effect as of a Statement of Work Effective Date that results in a material impact on the performance of any act required by the Statement of Work applicable to such Statement of Work Effective Date, the Parties shall renegotiate the provisions of this MSA, including the Statement of Work, using a Change Order pursuant to Section 8.8. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of this MSA.
- (d) CMO is committed to diverting Blue Box Materials from disposal and achieving efficiencies in the Work. To this end CMO will continue to explore new methods and technologies and, as a proposed change in the Work, CMO may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CMO chooses to proceed with such new methods and technologies CMO will issue a Change Order to the Contractor in accordance with Section 8.8.

3.2 Environmental Attributes

- (a) Environmental Attributes means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the performance of the Work under this MSA. Any Environmental Attributes resulting from the Work performed under this MSA shall be and remain the sole property of CMO for its exclusive use. The Contractor hereby transfers and assigns to, or to the extent transfer or assignment is not permitted, holds in trust for, CMO who thereafter shall retain, all rights, title, and interest in all Environmental Attributes associated with the Work during the term of this MSA, and Contractor shall do all acts necessary to effect the foregoing.
- (b) For greater certainty, Section 3.2(a) does not include or apply to any Environmental Attributes arising from activities and operations facilitated by the Contractor's investment prior to the MSA Effective Date or not associated with the Work. Ownership of such Environmental Attributes shall belong solely to the Contractor.

3.3 Labour Disruption

- (a) If there is a lawful or legal strike, lockout, or work slowdown or other lawful or legal labour disruption or job action during the term of this MSA (the "Lawful LD Period"), the

Contractor shall, during the Lawful LD Period, conditional on the municipal council's approval of the Contractor's overall labour disruption contingency plan if council approval is required, make best efforts to:

- (i) Encourage Eligible Sources who do not receive collection services because of the Lawful LD, to separate and retain their Blue Box Material and not place such Blue Box Material out for collection during the Lawful LD Period.
 - (ii) Provide continued collection of Blue Box Material from Eligible Sources that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver Blue Box Material collected from those Eligible Sources to third party receivers designated by CMO where the provision of such continued services will not, in the Contractor's sole discretion, adversely affect the Contractor's labour negotiations.
- (b) If the Contractor's employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of this MSA (the "Unlawful LD Period") that remains unresolved for a period of 30 calendar days, CMO may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA to the contrary, during the LD Period, the Contractor will not invoice CMO for the cost of collecting the Blue Box Material from Eligible Sources that do not receive collection services pursuant to this MSA.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this MSA;
- (b) it has full power, authority, and right to execute and deliver this MSA, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this MSA in accordance with its terms. This MSA has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor and the execution and delivery of this MSA and the consummation of the matters contemplated by this MSA have been duly authorized by all necessary corporate and other actions on the part of the Contractor;
- (c) if applicable, it has consulted with any lower tier municipalities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such lower tier municipalities or members of the Contractor, as the case may be;
- (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;
- (e) as of the Effective Date, and throughout the term of this MSA, the Contractor has no exclusivity arrangements with any Subcontractor that obligates the Contractor to utilize that Subcontractor in the performance of the Work except for those disclosed in writing to CMO; and
- (f) in performing its obligations under this MSA, the Contractor shall exercise the standard of care, skill, judgment and diligence that would normally be provided by an experienced and prudent contractor supplying similar services and work.

ARTICLE 5 CONTRACTOR MANAGEMENT

5.1 Record Keeping and Reporting Requirements

- (a) Through the performance of the Work the Contractor shall prepare, maintain and deliver records generated in accordance with the provisions of this MSA, including an annual fuel emissions report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CMO may at any time, and from time to time, waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report, but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in this MSA.
- (c) For clarity, nothing in this Section 5.1 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

5.2 Subcontractors

- (a) The Contractor may, subject to this Section 5.2, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause the Subcontractors to, perform the Work in accordance with the provisions of this MSA.
- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CMO, upon request, with a copy of subcontracts entered into between the Contractor and its Subcontractors, and all applicable amendments and changes, redacted to prevent disclosure of commercial information.
- (c) The Contractor shall in all cases be fully responsible to CMO for all of its obligations under this MSA that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CMO.

5.3 Access to the Work

- (a) Without limiting the generality of any other provision in this MSA, at all times requested by CMO or the Manager during operating hours upon at least 48-hours notice, the Contractor shall, at no expense to CMO or the Manager, provide CMO, the Manager and their respective professional advisors, auditors and consultants, and any Person authorized by CMO or the Manager with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CMO's or the Manager's respective personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CMO or the Manager in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect

of such access. Without limiting the generality of the foregoing, during such access, CMO or the Manager may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.

- (b) If any Work is found by CMO or the Manager, acting reasonably, not to be in accordance with the requirements of this MSA, the Contractor shall, at no expense to CMO or the Manager, make good such defective Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained pursuant to this Section 5.3 for the administration of this MSA and any internal purposes.

5.4 Contingency Plan

In the event of a Contractor Default or a Material Contractor Default, CMO may direct the Contractor, at the Contractor's expense, to:

- (a) prepare and present to CMO, for review and approval, a contingency plan ("Contingency Plan") as soon as practical, but not later than five (5) Business Days after the earlier of the Contractor becoming aware of, or CMO notifying the Contractor of, Work that is not compliant with the terms of this MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future; and
- (b) commence the implementation of the Contingency Plan approved by CMO as soon as practical, but not later than within two (2) Business Days of CMO approving the Contingency Plan; and
- (c) otherwise take all measures necessary to address the Work that is not compliant with the terms of this MSA.

ARTICLE 6 COMPENSATION

6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

6.2 Documentation and Payment

- (a) CMO may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO or the Contractor or in any way be deemed to supersede or amend this MSA or any Statement of Work or be considered to form part of this MSA or any Statement of Work.
- (b) Subject to Section 6.2(c), after there is a Work Report for the Month in respect of a calendar month, CMO shall pay the Contract Price of the Work performed, in accordance with the requirements of the MSA and each applicable Statement of Work, during the calendar month related to such Work Report for the Month, within thirty (30) calendar days of the date the Work Report for the Month is agreed upon by the Contractor and CMO.
- (c) CMO shall not pay the Contract Price of the Work performed during a calendar month until at least forty-five (45) calendar days after the last day of such calendar month.
- (d) For clarity, CMO shall have no obligation to make any payments in respect of a calendar month until CMO has received all items required from the Contractor in respect of such calendar month, including the Work Report for the Month, pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CMO, acting reasonably.
- (e) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- (f) Price adjustments may be made pursuant to Section 6.4.
- (g) The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.

6.3 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO pursuant to any Statements of Work, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this MSA or any Statements of Work, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by

wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

- (b) The Contractor is a registrant within the meaning of Part IX of the Excise Tax Act and shall provide CMO with its harmonized sales tax ("HST") number.

6.4 Price Adjustment

Price adjustments may be specified in a Statement of Work.

6.5 Monies Due to CMO

In the event there are any monies payable to CMO by the Contractor under the terms of this MSA, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.

6.6 Other Requirements

The Contractor is not eligible for any payment until after the performance of Work under a Statement of Work.

6.7 Interest

The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.

6.8 Limited Liabilities

- (a) Subject to Section 6.8(b), the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "Contractor Liability Threshold").
- (b) The Contractor Liability Threshold and Section 6.8(a) shall not apply to any Losses and Claims arising out of, or in consequence of, any one or more of the following for which there shall be no limit of liability:
 - (i) all costs to complete the Work, in accordance with this MSA, including the applicable Statements of Work, that are in excess of Contract Price; and

- (ii) indemnification by the Contractor as set out in Section 7.2(a).
- (c) Subject to 6.8(d), the total cumulative liability of CMO to the Contractor for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "CMO Liability Threshold").
- (d) The CMO Liability Threshold and Section 6.8(c) shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.2(b) for which there shall be no limit of liability.

ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION

7.1 Time of the Essence

- (a) Time shall be of the essence for the performance of the Contractor's obligations under this MSA, including the performance and completion of the Work. The Work shall be delivered within the time promised, failing which CMO reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.5 without penalty or prejudice to any other right to remedy available to CMO.
- (b) In a case that the Contractor fails to perform the Work in accordance with the terms, conditions and specifications of this MSA, including any Statements of Work, CMO may give the Contractor notice as a written warning detailing the performance failure.

7.2 Responsibility for Damages/Indemnification

- (a) Contractor Indemnity
 - (i) The Contractor shall indemnify and hold harmless CMO, the Manager and their respective officers, directors, employees, agents and representatives (collectively, the "CMO Indemnitees") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to:
 - (A) bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under this MSA;
 - (B) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to Section 4.1(f);
 - (C) failure to comply with, or breach of, any of the Contractor's obligations under this MSA;
 - (D) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under this MSA;
 - (E) any assessment (including compliance orders and administrative penalties) or allegations of non-compliance under the Regulation or the

- (Ontario) *Resource Recovery and Circular Economy Act, 2016* directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this MSA by CMO;
- (F) any failure or delay by CMO to submit any required report or other information to the registry, as defined in the (Ontario) *Resource Recovery and Circular Economy Act, 2016* resulting from the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors;
 - (G) any failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to comply with the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder);
 - (H) any finding or declaration that a CMO Indemnitee is an “employer” for the purposes of the (Ontario) *Occupational Health and Safety Act* in connection with a breach of the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or subcontractors in connection with the Work; or
 - (I) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment in relation to the Work.
- (ii) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold the CMO Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
 - (iii) Notwithstanding any other provision in this MSA, indemnification by the Contractor pursuant to this Section 7.2(a) shall include claims, demands, actions, suits and other proceeding by Persons against the CMO Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
 - (iv) The Contractor acknowledges that CMO holds the benefit of any provision in this MSA, including under this Section 7.2(a), that is expressly intended to extend to

include the Manager, as a third party beneficiary, as trustee and agent for the Manager. CMO shall be entitled to enforce the rights of the Manager, as a third party beneficiary, under such provisions.

(b) CMO Indemnity

CMO shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "Contractor Indemnitees") from and against any and all Losses or Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to any negligent acts or omissions by, or willful misconduct of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.3 COVID-19

- (a) The Contractor's duties shall include managing the effects of the Current Pandemic Conditions on the performance of the Work and performing the Work in compliance with the Current Pandemic Conditions.
- (b) The costs, expenses and time of performing the Work in compliance with the Current Pandemic Conditions have been considered in setting the Contract Price and the schedule for completion of the Work and, notwithstanding any other provision in this MSA, shall not be the basis for an increase in the Contract Price or an extension of the schedule for completion of the Work.

7.4 Force Majeure

- (a) Subject to Section 7.4(b), "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO or the Contractor (other than a lack of funds or other financial reason) including the following:
 - (i) Unusually Severe Adverse Weather Conditions; and
 - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;

- (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;
 - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
 - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.
- (c) Circumstances relating to the COVID-19 pandemic shall not be regarded as a Force Majeure Event, unless circumstances arising in connection with the COVID-19 pandemic change materially from Current Pandemic Conditions in a manner that causes a new failure or delay in a Party's fulfillment or performance of any term of this MSA that would otherwise constitute a Force Majeure Event.
- (d) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this MSA.
- (e) In the event that either CMO or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this MSA by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
 - (i) terminate this MSA or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made;
 - (ii) perform, or engage others to perform, the obligations under this MSA that are impacted by the Force Majeure Event; and/ or
 - (iii) authorize the Contractor to continue the performance of this MSA in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this MSA shall be immediately terminated with no further obligations by either Party.

For clarity, the Contractor shall not be entitled to be paid for obligations under this MSA that it does not perform as a result of a Force Majeure Event.

- (f) For the purposes of clarification and notwithstanding any other provision in this MSA, the Contractor shall be solely responsible for maintaining all Work, including collection

services, as applicable, in all circumstances that are not Force Majeure Events, in compliance with the requirements of this MSA.

7.5 MSA Termination

- (a) Any termination of this MSA or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this MSA, CMO may terminate this MSA, or any Statements of Work, or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
 - (i) notwithstanding any other section of this MSA, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;
 - (ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;
 - (iii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within the time specified in a Contingency Plan approved by CMO in accordance with Section 5.4, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
 - (iv) if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. Without limiting the generality of the foregoing, CMO may exercise the right of termination provided for in this Section 7.5(b)(iv), if the Parties cannot agree upon a Change Order in respect of (i) a Communications pursuant to Section 8.16 or (ii) a change, alteration and/or amendment to the Work to be implemented after December 31, 2025.
- (c) If CMO terminates this MSA or any Statement of Work as noted above, CMO is entitled to:
 - (i) Take possession immediately of all the Blue Box Material;
 - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CMO by reason of the Contractor's default under Sections 7.5(b)(ii) or 7.5(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.5(b)(iv), then, subject to the other provisions of this MSA, CMO shall only be required to pay the Contractor for the Work performed prior to the

date of termination, less any amounts already paid for Work performed, and not for lost profits.

7.6 Remedies

- (a) The rights and remedies of CMO as set forth in any provision of this MSA, including Section 7.5, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or otherwise.
- (b) The exercise of any remedy provided by this MSA does not relieve the Contractor from any liability remaining under this MSA.
- (c) CMO may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CMO plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.5(b).
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such waiver is sought to be enforced. Except as otherwise set forth in this MSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MSA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this MSA on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

7.7 Disputes

- (a) If there is a dispute between CMO and the Contractor as to their respective rights and obligations, the Parties shall use the following dispute resolution procedures to resolve such dispute:
 - (i) The Parties shall attempt to resolve the dispute through informal discussions with the assistance of the Manager;
 - (ii) If, after a period of ten (10) Business Days, either Party believes the dispute will not be resolved through informal discussion, the dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between CMO and the Contractor. The mediator will be appointed jointly by the Parties; and
 - (iii) If the Parties are unable to resolve the dispute within a period of thirty (30) calendar days after the first mediation session, the dispute shall be resolved through binding arbitration in accordance with Section 7.8.

7.8 Arbitration

- (a) As provided for in Section 7.7(a)(iii), disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this MSA or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this MSA or any Statement of Work, nor shall the arbitrator modify or amend any of this MSA terms.
- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CMO's receipt of the notice specified in Section 7.8(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.9 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this MSA shall be instituted in the courts of the City of Toronto, Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

This MSA will be interpreted and governed by the laws of the Province of Ontario.

8.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

8.3 Assignment

This MSA enures to the benefit of and is binding upon the Contractor and CMO and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this MSA, including any rights or obligations under this MSA, or its power to execute such MSA, without the prior written consent of CMO.

8.4 Contractor to Make Examinations

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this MSA, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this MSA was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer, financial and service accounts, books and records, as applicable to the Work, including records related to arranging, establishing or operating a collection system and records related to arranging, establishing or operating a promotion and education program, in each case in accordance with the Regulation (collectively, the "Records") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. In addition, the Contractor shall maintain in its head office reporting records and billing records pertaining to this MSA that are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Records shall include such reporting records and billing records and all records and payments under this MSA, as adjusted for additional and deleted services provided under this MSA. CMO

or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.

- (b) The Contractor shall make available copies of certified weigh scale records for Blue Box Materials collected under this MSA on request within two (2) Business Days of the request by CMO or the Manager. The weigh scale records may be requested for any period during the term of this MSA.
- (c) All records related to this MSA, including the Records, shall be maintained, and access granted pursuant to this Section 8.5, throughout the term of this MSA and for at least five (5) years thereafter.

8.6 Insurance

- (a) The Contractor shall at its own expense obtain and maintain for the term of this MSA:
 - (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CMO and the Manager as additional insureds with respect to the Contractor's operations, acts and omissions relating to its obligations under this MSA, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
 - (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in the execution of this MSA. The policy shall be endorsed to provide contractual liability coverage;
 - (iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the work and services described in this MSA including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this MSA. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of work; and
 - (iv) For all Statements of Work involving depots, "all risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed (including all Depots applicable to such Statement of Work) and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.

- (b) The Contractor shall not commence work until documentation evidencing the insurance requirements of the Contractor, have been filed and accepted by CMO. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
 - (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager shall be more than the Contractor's insurance and shall not contribute with it;
 - (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
 - (iii) Policies for the above must be kept continuous throughout the term of this MSA. If any of the above policies are being cancelled, the Contractor shall notify CMO and the Manager in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO may reasonably require.
- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

8.7 Changes to MSA

- (a) Changes to this MSA, including any Statement of Work, may only be made in writing signed by duly authorized representatives of both Parties.
- (b) No Party shall have any obligation with respect to the implementation of a Change Order unless or until the Parties have reached agreement in writing and the Parties have entered into a Statement of Work in respect of such change.

8.8 Change Management

- (a) CMO shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CMO deems it prudent to require a change in the Work, CMO shall notify the Contractor of the proposed change in the Work in writing ("Change Notice"). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.

- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "Cost Estimate"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor's obligations under this MSA is required;
 - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this MSA;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this MSA; and
 - (iv) Any change in the Contractor's costs.
- (d) As soon as practicable after CMO receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CMO, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CMO, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to the Statement of Work ("Change Order") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CMO that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.
- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding

cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.

(h) Contractor's Proposed Change in the Work:

(i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this MSA, it must notify CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:

- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
- Reasons in support of the Contractor's proposed change in Work;
- Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
- Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
- Identify an appropriate timeframe for the implementation of the change in Work.

(ii) CMO agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:

- A change in the Contract Price will occur;
- The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
- The change will interfere with any relationship of CMO with third parties;
- The financial strength of the Contractor is sufficient to perform the change; and
- The change materially affects the risks or costs to which CMO is exposed.

(iii) If CMO accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this MSA. Where CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.

- (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
- (v) Unless CMO specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
- (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.

8.9 Conflicts and Omissions

- (a) Neither Party to this MSA shall take advantage of any apparent error or omission in this MSA or any Statement of Work. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this MSA, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this MSA which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

8.10 Duty to Notify

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this MSA, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

8.11 Intellectual Property

- (a) Subject to Section 8.11(b) or 8.11(c) of this MSA, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the

Contractor in connection with this MSA (collectively, "Documentation") are the property of CMO or such other entity as identified by CMO, and the Contractor shall use such Documentation only as is necessary to perform the Work in accordance with this MSA or as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.

- (b) Notwithstanding any other provisions in Section 8.11, the Documentation that is subject to disclosure obligations or requirements to safeguard personal information for privacy purposes under the Freedom of Information and Protection of Privacy Act, the Municipal Freedom of Information and Protection of Privacy Act, an administrative or court order, and Documentation the content of which was ordinarily disclosed by the Contractor to the public in the normal course of its operations before the Effective Date, does not become part of the property of CMO pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Laws indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.
- (c) CMO acknowledges and agrees that any Documentation, regardless of whether the property of CMO pursuant to Section 8.11(a), may be a record for which the Contractor may have record retention and record destruction obligations pursuant to Applicable Law. Where such requirements imposed on the Contractor conflict with requirements that CMO may have with respect to the same Documentation, the Contractor shall not be considered to be breaching this MSA, and the parties will cooperate fully in resolving the matter.
- (d) Title to and all property right, title and interest in the Documentation and all Intellectual Property Rights in the Work, including all Intellectual Property Rights and personal property rights in or to the foregoing, shall transfer and are hereby assigned to CMO free and clear of all encumbrances upon CMO making any payment in accordance with this MSA which is attributable, either in whole or in part, to the relevant Work.
- (e) The Contractor acknowledges and agrees that CMO shall have full ownership of all personal property rights and Intellectual Property Rights in any and all Documentation and all Intellectual Property Rights in the Work in accordance with the terms of this MSA.
- (f) The Contractor hereby waives all rights, including any and all moral rights, in and to the Work and Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavor to obtain from all of the subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Work and Documentation (including any Intellectual Property Rights therein or related thereto) to CMO.
- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CMO shall be entitled to fully exploit the Work and Documentation without restriction, and CMO acknowledges and agrees that the Contractor shall be entitled to use the Documentation in accordance with the Contractor's obligations under Applicable Law as set out in Section 8.11(b) and 8.11(c). To the extent the Contractor owns or possesses any Intellectual Property Rights required for full exploitation of the Work or Documentation, the Contractor hereby grants to CMO a worldwide, exclusive, royalty-

free, fully paid-up, transferable (to successors and assigns, including as a result of the acquisition of all or substantially all of the shares or assets of CMO, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CMO to fully exploit the Work and Documentation and any component thereof and to enjoy the full exercise of the rights conferred under this Section 8.11, including by, at CMO's request, making available or delivering to CMO where feasible as determined by the Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CMO to exploit the Work and Documentation.

8.12 Confidentiality Covenant

- (a) Confidential Information means information of or relating to a party (the "Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other party (the "Receiving Party") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this MSA. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws ("Confidential Information").
- (b) The Receiving Party shall:
 - (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
 - (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this MSA;
 - (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("Representatives") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this MSA and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and
 - (iv) be responsible for any breach of this MSA by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other

governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.

- (d) Upon expiry or termination of this MSA, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- (e) Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("Privacy Laws") in the performance of its obligations under this MSA, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CMO to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CMO to exercise their rights and to perform their obligations under this MSA as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CMO of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CMO which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CMO if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this MSA.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.12 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.11(a) or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

8.13 Severability

- (a) If, for any reason, any part, term, or provision of this MSA is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this MSA did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.14 Survival

All provisions of this MSA which expressly or by their nature survive the expiry or termination of this MSA shall survive the expiry or termination of this MSA, including the following: Section 6.8 (Limited Liabilities),

Section 7.2 (Responsibility for Damages/Indemnification), Section 7.5 (MSA Termination), Section 8.11 (Intellectual Property) and Section 8.11(a) (Confidentiality Covenant).

8.15 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this MSA or carrying out the intention or facilitating the performance of the terms of this MSA.

8.16 Revisions to this MSA

Except as otherwise expressly stated in this MSA, no amendment, supplement, modification or waiver or termination of this MSA and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CMO may propose any revisions to this MSA necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "Communications"), and CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Such revision shall automatically have effect from the date of the Change Order, if any, related to such Communications. CMO shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

8.17 Counterparts

This MSA may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this MSA may be executed by electronic signature. CMO and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this MSA.

8.18 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this MSA must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

To CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Manager, Procurement & Vendor Management

Email: procurement@circularmaterials.ca

With a copy to Manager:

RLG Systems Canada Inc.
250 University Ave #200,
Toronto, ON M5H 3E5
Attention: Catherine McCausland

Email: Catherine.McCausland@rev-log.com

To Contractor:

The Corporation of the Township of Matachewan,
P.O. Box 177 283 Moyneur Avenue,
Matachewan, ON P0K 1M0
Attention: Cheryl Swanson, CAO/Clerk-Treasurer

Email: clerktreasurer@matachewan.ca

ARTICLE 9 MSA SCHEDULE

9.1 MSA Schedule

Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.

IN WITNESS WHEREOF, the terms and conditions of this Master Services Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

The Corporation of the Township of Matachewan

By: Cheryl Swanson
Name: Cheryl Swanson
Title: CAO/ Clerk - Treasurer

By: _____
Name:
Title:

We have authority to bind the
Contractor.

Circular Materials Ontario

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO.

ATTACHMENT 1 TO SCHEDULE A
STATEMENT OF WORK FOR ELIGIBLE COMMUNITY RESIDENCE AND FACILITY AND PUBLIC SPACE
COLLECTION

for

MASTER SERVICES AGREEMENT

Number 2025-00-153





Table of Contents

STATEMENT OF WORK.....	1
EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS	4
Article 1 Definitions	4
1.1 Definitions.....	4
Article 2 Scope of Collection Services.....	6
2.1 Scope of Collection Services	6
Article 3 Service Provision	7
3.1 Set-Out Location	7
3.2 Addition or Removal of Eligible Sources and Public Space Receptacles	7
3.3 Blue Box Material to be Collected	7
3.4 Blue Box Material from Non-Eligible Sources	8
3.5 Collection Containers	8
3.6 Public Space Receptacles.....	8
3.7 Non-Compliant Material.....	9
3.8 Unloading Blue Box Material.....	9
Article 4 Record Keeping and Reporting Requirements	11
4.1 Record Keeping and Reporting Requirements	11
Article 5 Documentation and Payment.....	13
5.1 Documentation and Payment	13
EXHIBIT 2: STOPS.....	14
EXHIBIT 3: MULTI-FAMILY BUILDINGS.....	15
EXHIBIT 4: RETIREMENT HOMES, LONG-TERM CARE HOMES AND SCHOOLS.....	16
EXHIBIT 5: PUBLIC SPACE RECEPTACLES.....	17
EXHIBIT 6: NON-ELIGIBLE SOURCES.....	18
EXHIBIT 7: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM	19
EXHIBIT 8: SERVICE COMMENCEMENT DATES.....	20
EXHIBIT 9: COMPENSATION.....	21



STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 1

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of _____ BETWEEN the Corporation of the Township of Matachewan ("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;
- 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.

[Remainder of Page Intentionally Left Blank]



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.

The Corporation of the Township of Matachewan

By: Cheryl Swanson
Name: Cheryl Swanson
Title: CAO/Clerk-Treasurer

By: _____
Name: _____
Title: _____

We have authority to bind the Contractor.

Circular Materials Ontario

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO

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.

“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.

“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.



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.

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.

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.

- (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.

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.
- (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;

- (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.

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.



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	Number of School Stops	Total Number of Stops
The Corporation of the Township of Matachewan	345	0	0	0	0	345

***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.



EXHIBIT 3: MULTI-FAMILY BUILDINGS

Eligible Community	Building Name	Street Address	City	Postal Code	Number of Dwelling Units
The Corporation of the Township of Matachewan	Multi res	109 Moyneur	Matachewan	P0K1M0	6
	Multi res	162 Moyneur	Matachewan	P0K1M0	14
	Multi res	344 Georgina	Matachewan	P0K1M0	13
	Multi res	421 Dales Street	Matachewan	P0K1M0	16

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



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)
The Corporation of the Township of Matachewan	None				

***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.



EXHIBIT 5: PUBLIC SPACE RECEPTACLES

Eligible Community	Location	Street Address	City	Postal Code	Latitude	Longitude	Number of Public Space Receptacles at Location
The Corporation of the Township of Matachewan	None						

*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.



EXHIBIT 6: NON-ELIGIBLE SOURCES

Eligible Community	Name of Non-Eligible Source	Location	Street Address	City	Postal Code
The Corporation of the Township of Matachewan	None				

***NOTE:** Each row in this Exhibit 6 will count as one Stop for Non-Eligible Sources.

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

EXHIBIT 7: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1
Paper/Fibres	Newsprint	Yes
	Magazines and Catalogues	Yes
	Telephone Books	Yes
	Household Fine Paper	Yes
	Other Printed Paper	Yes
	Corrugated Cardboard	Yes
	Boxboard	Yes
	Gable Top Cartons	Yes
	Paper Laminates	Yes
	Aseptic Containers	Yes
Aluminum	Aluminum food or beverage cans	Yes
	Aluminum Foil & Trays	Yes
	Other Aluminum Packaging & Foil	Yes
Plastics	PET Bottles (#1)	Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers	Yes
	HDPE Containers (#2)	Yes
	Tubs & Lids (#2, #4 & #5)	Yes
	Other Bottles & Containers (#3, #5, #7)	Yes
	Plastic film (LDPE/HDPE) (#2, #4)	Yes
	Plastic Laminates	no
	Polystyrene Foam (#6)	Yes
	Polystyrene Crystal (#6)	Yes
	Steel Food and Beverage Cans	Yes
Steel	Steel Aerosols	Yes
	Steel Paint Cans	Yes
Glass	Flint/Clear Glass	Yes
	Coloured Glass	Yes

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



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
The Corporation of the Township of Matachewan	10/1/2025

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 \$9.05 per Stop per month, as adjusted in accordance with this MSA, and “Non-Eligible Source Blue Box Material Unit Price” means \$200.00 per tonne, 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.

- (c) The **"Fuel Price Component"** is 20% of the Base Unit Price.
- (d) The **"Non-Fuel Price Component"** is 80% of the Base Unit Price.
- (e) 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.

- (f) 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.

- (g) 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 for such calendar month and for each of the subsequent eleven (11) calendar months.

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

- (h) 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 + CM Fuel Price Component Adjustment + CPI Component Adjustment, where such price adjustments are applicable to the calendar month.

- (i) The **"Base Non-Eligible Source Blue Box Material Unit Price"** is the Non-Eligible Source Blue Box Material Unit Price as set out in Section 1.1 of Exhibit 9.
- (j) The **"CM Fuel Price Component"** is 20% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (k) The **"CPI Component"** is 80% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (l) For each calendar month during the SoW Term, the **"CM Fuel Price Component Adjustment"** shall be (1) the CM Fuel Price Component multiplied by (2) the percent change in Diesel Fuel Index, as most recently published, compared to the Diesel Fuel Index for the first week of July 2023. The CM Fuel Price Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price.
- (m) In the month of April of each calendar year during the SoW Term, the **"CPI Component Adjustment"** shall be (1) the CPI Component multiplied by (2) the percent change in the CPI Index, as published for March of such calendar year, compared to the CPI Index for July 2023. The CPI Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price for April of such calendar year and for each of the subsequent eleven (11) calendar months.

1.4 CPI Index

For the purposes of this Statement of Work, **"CPI Index"** means the Consumer Price Index (All items), monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01) (Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>).

1.5 Changes to Indices

If the applicable publisher materially changes, discontinues or replaces the Diesel Fuel Index, Natural Gas Index or CPI Index, the Diesel Fuel Index, Natural Gas Index or CPI Index, as applicable, shall be subject to revisions as agreed by the Parties.

ATTACHMENT 2 TO SCHEDULE A

STATEMENT OF WORK FOR ELIGIBLE COMMUNITY PROMOTION AND EDUCATION

(All Collection Services)

for

MASTER SERVICES AGREEMENT

Number 2025-00-153





Table of Contents

STATEMENT OF WORK	1
EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS.....	4
Article 1 Definitions	4
1.1 Definitions	4
Article 2 Scope of Promotion and Education Services	5
2.1 Scope of Promotion and Education Services.....	5
Article 3 Service Provision	6
3.1 Service Provision	6
Article 4 Documentation and Payment	7
4.1 Documentation and Payment	7
EXHIBIT 2: HOUSEHOLDS	8
EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM.....	9
EXHIBIT 4: SERVICE COMMENCEMENT DATES	10
EXHIBIT 5: COMPENSATION.....	11



STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 2

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of _____ BETWEEN The Corporation of the Township of Matachewan ("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.

The Corporation of the Township of Matachewan

By: Cheryl Swanson
Name: ~~Cheryl~~ Cheryl Swanson
Title: CAO/Clerk - Treasurer

By: _____
Name:
Title:

We have authority to bind the Contractor.

Circular Materials Ontario

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO

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.

“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).

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

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

“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.

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.

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:
- (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;
 - (ii) where the Contractor is providing Depot collection:
 - 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
 - (iii) where the Contractor is providing Public Space collection:
 - 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.

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. ~~(C&S)~~

EXHIBIT 2: HOUSEHOLDS

Eligible Community	Number of Households Receiving All Collection Services
The Corporation of the Township of Matachewan	345

***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.

EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1
Paper/Fibres	Newsprint	Yes
	Magazines and Catalogues	Yes
	Telephone Books	Yes
	Household Fine Paper	Yes
	Other Printed Paper	Yes
	Corrugated Cardboard	Yes
	Boxboard	Yes
	Gable Top Cartons	Yes
	Paper Laminates	Yes
	Aseptic Containers	Yes
Aluminum	Aluminum food or beverage cans	Yes
	Aluminum Foil & Trays	Yes
	Other Aluminum Packaging & Foil	Yes
Plastics	PET Bottles (#1)	Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers	Yes
	HDPE Containers (#2)	Yes
	Tubs & Lids (#2, #4 & #5)	Yes
	Other Bottles & Containers (#3, #5, #7)	Yes
	Plastic film (LDPE/HDPE) (#2, #4)	Yes
	Plastic Laminates	no
	Polystyrene Foam (#6)	Yes
	Polystyrene Crystal (#6)	Yes
	Steel Food and Beverage Cans	Yes
Steel	Steel Aerosols	Yes
	Steel Paint Cans	Yes
Glass	Flint/Clear Glass	Yes
	Coloured Glass	Yes

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



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.

Eligible Community	Statement of Work Eligible Community Service Commencement Date
The Corporation of the Township of Matachewan	2025-10-01



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.