

ATTACHMENT 03 TO SCHEDULE A
STATEMENT OF WORK FOR ELIGIBLE COMMUNITY PROMOTION AND EDUCATION
for
MASTER SERVICES AGREEMENT
Number 2022-00-11

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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 03

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of _____ BETWEEN Municipality of West Elgin ("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 Eligible Sources 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 an Eligible Source located within an Eligible Community listed in Exhibit 4 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Eligible Source is not included in the number of Eligible Sources 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 – Eligible Sources;
 - 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.

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name:
Title:

I have authority to bind CMO

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“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

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

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

“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 will provide CMO with assistance and cooperate in developing and designing CMO's Promotion and Education Materials.
- (b) The Contractor will:
 - (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;
 - (iii) distribute CMO's Promotional and Educational Material and assist with promotion and education at the direction of CMO, including supporting local events organized by CMO;
 - (iv) have primary responsibility for executing promotion and education for Eligible Sources including distribution of the Contractor's Promotion and Education Materials, including newsletters, calendars and apps for collection schedules.
- (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 Eligible Sources 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.
- (iii) Where the Contractor is providing Public Space collection:
- general descriptions of public space locations at which receptables 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 2 Blue Box Material Accepted in Collection System in communications with Eligible Sources.

ARTICLE 4
DOCUMENTATION AND PAYMENT

4.1 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 submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and shall include, in respect of the period covered by the applicable monthly work report, the total number of Eligible Sources.
- (c) For clarity, the Contractor may only be paid for Work under this Statement of Work every calendar month provided the Contractor has submitted monthly work reports in accordance with Section 4.1(a) of this Exhibit 1 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: ELIGIBLE SOURCES

Number of Single- and Multi-Family Residences Receiving Collection Service	Estimated Number of Public Space Receptacles Collected on Residential Routes in 2020	Number of Retirement Homes Receiving Collection Service	Number of Long-Term Care Homes Receiving Collection Service	Number of Schools Receiving Collection Service	Total Number of Eligible Sources Receiving Collection Service
3,310	0	0	1	3	3,314

***NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.**

EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
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		Yes
	Polystyrene Foam (#6)		
	Polystyrene Crystal (#6)		Yes
Steel	Steel Food and Beverage Cans		Yes
	Steel Aerosols		Yes
	Steel Paint Cans		Yes
Glass	Flint/Clear Glass		Yes
	Coloured Glass		Yes

***NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. 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 (e.g. PES will begin on date A in Eligible Community B).

No.	Statement of Work Eligible Community Service Commencement Date (A)	Eligible Community (B)
1.	7/1/2023	Municipality of West Elgin

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:
 - a) \$1.50 multiplied by the total number of Eligible Sources listed in Exhibit 2 at the start of the applicable calendar month that received Residence or Facility collection services from the Contractor pursuant to a Statement of Work during such calendar month and divided by twelve (12).
- 1.2 For clarity, the number of Eligible Sources listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Eligible Sources listed in Exhibit 2 is not the actual number of Eligible Sources at the start of the applicable calendar month.
- 1.3 The number of Eligible Sources listed in Exhibit 2 shall be updated to reflect any Change Orders agreed under the MSA.