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RE: S.V. of Silver Sands - Opt-in Questions

Circular Materials AB Operations <ABOperations@circularmaterials.ca>

Fri 2024-07-26 9:31 AM

To: Summer Village Office <administration@wildwillowenterprises.com>; Circular Materials AB Operations <ABOperations@circularmaterials.ca>

📎 1 attachments (3 MB)  
AB MWG - July 17\_ 2024.pdf;

Good morning, Heather,

Happy Friday, I hope that this email finds you well. I apologize for the great delay in our response and any inconvenience this may have caused, as I do not believe any of our team members have been in touch with you yet.

Please see my response to your questions below in [blue](#).

Regarding your last question, the [Community Resource Guide](#), and our [website](#) are good resources to view.

On our website, we have the Curbside Collection Resources which includes:

- [Term sheets](#)
- [Curbside collection MSA](#)
- [Curbside collection SoW](#)
- [Compensation methodology](#)

Additionally on our website, we recently added resources for eligible Depot Collection:

- [Depot Operations SoW](#)
- [Contract feedback form](#)

**Please also find attached to this email the PDF presentation from our most recent Municipal Working Group which commenced July 17<sup>th</sup>.**

Since you have kindly confirmed your selection of the **opt-in service model for curbside**, we can now move forward to discuss financial compensation. To facilitate this process, we kindly request that you provide us with the following information **via email before we officially schedule a meeting**:

1. **2023 General Leger (GL) entries for curbside and depot collection costs \*of utmost importance\*.**
2. Total number of curbside locations serviced (single-family & multi-family dwellings, & IC&I locations serviced on curbside routes).
3. A list that identifies whether your depots are staffed or unstaffed and which, if any, accept Household Hazardous Waste (HHW).
4. A list that identifies whether your depots are staffed or unstaffed and indicating which, if any, accept Industrial Commercial & Industrial (IC&I) waste. Please include their percentage estimates and clarify whether this waste is kept separate.
5. Additionally, please feel free to include any concerns or topics you would like addressed during the meeting.

**We request that points 1-4 are exported in Excel format.**

We require 4 business days following the receipt of these items, as our team will utilize this time to conduct a preliminary review and prepare any necessary follow-up questions. Timely submission is crucial for us to

finalize compensation offers and provide answers to your questions in sufficient time for your community to progress through our meeting, the approval process, and return signed agreements.

Please ensure that you have downloaded and reviewed the compensation offer methodology, term sheets, MSA, and SoWs which are provided above but can also be accessed on our Circular Materials [website](#). We encourage all communities to share the template with their legal council and insurance representatives right away and forward all resulting questions with the CM team.

I deeply apologize for the overwhelming volume of information included, but I hope it helps address any additional questions you may have. Should you have any questions or require further clarification, please do not hesitate to contact us at [ABoperations@circularmaterials.ca](mailto:ABoperations@circularmaterials.ca). We are more than happy to assist you throughout this process.

We look forward to the next steps with your community. Wishing you an amazing Friday!

Warm regards,  
Reina



**Operations Team**

[aboperations@circularmaterials.ca](mailto:aboperations@circularmaterials.ca)

[circularmaterials.ca](http://circularmaterials.ca)

Our normal working hours may not be your normal working hours. Please do not feel obligated to respond to this email outside of your normal working hours.

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**From:** Summer Village Office <administration@wildwillowenterprises.com>  
**Sent:** Wednesday, July 3, 2024 10:06 AM  
**To:** Circular Materials AB Operations <ABoperations@circularmaterials.ca>  
**Subject:** S.V. of Silver Sands - Opt-in Questions

Hello, Summer Village of Silver Sands Council has chosen to opt-in in principle only at this time as they are concerned about future legislative requirements for recycling that would affect the annual costs, ie) future sorting requirements which may require a sorting depot etc.

Will there be something in place in the opt-in agreement that visits the costs & requirements each year for both operating and capital?

- Yes, there will be. Within the [Curbside Term Sheets](#) document on our [website](#), under the "Compensation" section, it states "The Unit Price will be adjusted annually, starting on the first annual anniversary of the service commencement date for each registered community to adjust for CPI changes"

Also, will there be an option to opt-out after a year if the Summer Village no longer wants to be the one providing the direct service?

- Regarding your second question, if Summer Villages of Silver Sands decides to opt-in initially, your community can change their decision and provide notice to Circular Materials based on the terms (termination clause) of the opt-in collection service agreement, or once the term expires.
- However, if your community the decided to opt-out initially, Summer Villages of Silver Sands unfortunately cannot change their service model to opt-in later\_.

And perhaps there is a document I have missed that already responds to all of these questions that you could provide me with.

- I apologize for any inconvenience caused by having to reference multiple sources in this email. Please review the resources listed above. If you have already seen some of these, I apologize for any duplication.

Thank you in advance,

**Heather Luhtala,  
Assistant CAO/Administration**

Summer Village of Silver Sands - [www.summervillageofsilversands.com](http://www.summervillageofsilversands.com)

Email: [administration@wildwillowenterprises.com](mailto:administration@wildwillowenterprises.com)

Phone: 587-873-5765 Fax: 780-967-0431

Mailing Address: Box 8, Alberta Beach, AB T0E 0A0



**INDICATIVE AND SELECTED TERMS AND CONDITIONS**

*This confidential term sheet (this “Term Sheet”) summarizes the proposed terms and conditions of the Master Services Agreement (the “MSA”) to be entered into between [●] (the “Contractor”) and Circular Materials, a not-for-profit company incorporated under the Canada Not-for-profit Corporations Act registered as a Producer Responsibility Organization in Alberta (“CM”), and the Curbside Collection Statement of Work to be entered into under the MSA. This Term Sheet is for discussion purposes only and the terms and conditions set out herein may be modified or added to in the MSA.*

<b>MASTER SERVICES AGREEMENT</b>	
Definitions	Terms not otherwise defined herein shall have the meanings ascribed to them in Schedule “A”.
Term	The MSA will remain in effect from the effective date of the MSA (the “ <b>Effective Date</b> ”) until all statements of work (“ <b>SOW</b> ”) have expired or been terminated, unless earlier terminated in accordance with the terms of the MSA. CM and the Contractor may extend a SOW by Change Order.
Scope of Services and Payment Terms	The details of the collection services will be described in detail in the SOWs. The Contract Price will also be set out in the SOWs.
Service Provision	<p>The Contractor shall provide all materials, personnel, and Equipment as required to provide the Work.</p> <p>All Applicable Law shall be complied with by the Contractor in the performance of all portions of the Work.</p> <p>The MSA and a SOW may be revised by the parties using a Change Order to address changes in Applicable Law or new methods and technologies for the Work.</p>
Environmental Attributes	“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 the MSA. Any Environmental Attributes resulting from the Work performed under the MSA shall be and remain the sole property of CM for its exclusive use, with the exception of any Environmental Attributes arising from activities and operations facilitated by the Contractor’s investment prior to the Effective Date or not associated with the Work.
Labour Disruption	<p>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 the MSA (the “<b>Lawful LD Period</b>”), 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:</p> <ul style="list-style-type: none"> <li>• Encourage residential premises who do not receive collection services because of the Lawful LD Period, to separate and retain their PPP and not place such PPP out for collection during the Lawful LD Period.</li> <li>• Provide continued collection of PPP from residential premises that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver PPP collected from those residential premises to third party receivers designated by CM where the provision of such continued services will not, in the Contractor’s sole discretion, adversely affect the Contractor’s labour negotiations.</li> </ul> <p>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 the MSA (the “<b>Unlawful LD Period</b>”) that remains unresolved for a period of 30 calendar days, CM may deem a Material Contractor Default to have occurred.</p> <p>Notwithstanding any provision in the MSA to the contrary, during the Lawful LD Period or Unlawful LD Period, as applicable, the Contractor will not invoice CM for</p>



	the cost of collecting the PPP from registered communities that do not receive collection services pursuant to the MSA.
Representations and Warranties	The MSA will contain standard representations and warranties of the Contractor including, but not limited to: <ul style="list-style-type: none"> <li>(a) corporate matters (duly incorporated, authority to execute);</li> <li>(b) if applicable, it has consulted with any communities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such communities or members of the Contractor, as the case may be;</li> <li>(c) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;</li> <li>(d) as of the Effective Date, and throughout the term of the 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 CM; and</li> <li>(e) in performing its obligations under the 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.</li> </ul>
Record Keeping and Reporting Requirements	Through the performance of the Work the Contractor shall prepare, maintain, and deliver records generated in accordance with the provisions of the MSA, including any SOW, which shall include an annual fuel emissions report, as required by CM from time to time.
Subcontractors	The Contractor may subcontract portions of the Work to subcontractors (" <b>Subcontractors</b> ") and shall provide CM with redacted subcontracts and related documents, upon request.  The Contractor shall in all cases be fully responsible to CM for all of its obligations under the 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 CM.
Access to the Work	Upon at least 48-hours notice, the Contractor shall provide CM and its professional advisors, auditors and consultants access to the Work to monitor, observe and review (including causing the Subcontractors to provide same).
Contractor Default	The MSA will contain the following definitions:  " <b>Contractor Default</b> " means a failure of the Contractor to comply with the requirements of the MSA or unsatisfactory performance of the Contractor's obligations under the MSA, other than a Material Contractor Default.  " <b>Material Contractor Default</b> " means the Contractor has committed any of the following acts or omissions: <ul style="list-style-type: none"> <li>(a) disposing of any PPP that was collected as part of the MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a person not expressly permitted by the MSA;</li> <li>(b) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CM;</li> <li>(c) failing to comply with the MSA, including any SOWs, in a manner that results in CM or producers becoming non-compliant with the Regulation, Bylaws or any applicable policy of the Authority; or</li> <li>(d) abandoning the Work.</li> </ul>
Contingency Plan	In the event of a Contractor Default or a Material Contractor Default, CM may direct the Contractor, at the Contractor's expense, to: <ul style="list-style-type: none"> <li>(a) prepare and present to CM, for review and approval, a contingency plan ("<b>Contingency Plan</b>") as soon as practical, but not later than five (5) Business Days after the earlier of the Contractor becoming aware of, or CM notifying the Contractor of, Work that is not compliant with the terms of</li> </ul>

	<p>the MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future;</p> <p>(b) commence the implementation of the Contingency Plan approved by CM as soon as practical, but not later than within two (2) Business Days of CM approving the Contingency Plan; and</p> <p>(c) otherwise take all measures necessary to address the Work that is not compliant with the terms of the MSA.</p>
Documentation and Payment	<p>All amounts in the MSA are in Canadian funds.</p> <p>CM may issue a purchase order in respect of each SOW. Any such purchase order shall be solely for the convenience of CM.</p> <p>After there is a Work Report for the Month (as to be defined in the applicable SOW) in respect of a calendar month, CM shall pay the Contract Price for the Work performed during the applicable calendar month, within thirty (30) calendar days of the date the Work Report for the Month is agreed upon by the Contractor and CM. However, CM 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.</p> <p>CM shall have no obligation to make any payments in respect of a calendar month until CM 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 the MSA, including the applicable SOW, and the items are deemed acceptable to CM, acting reasonably.</p> <p>Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CM describing the reasons for the disputed amount.</p> <p>The Contractor shall inform CM of any payment errors that result in overpayment by CM in a timely manner by issuing a written notice informing CM of the credit necessary to correct such error in the next payment or, if the payment is in respect of the last payment, by issuing a refund to CM within thirty (30) calendar days.</p> <p>Price adjustments may be specified in a SOW.</p> <p>In the event there are any monies payable to CM by the Contractor under the terms of the MSA, CM shall invoice the Contractor for such amounts.</p> <p>The Contractor is not eligible for any payment until after the performance of Work under a SOW.</p>
Taxes	<p>Except for applicable taxes payable by CM pursuant to any SOW, all taxes will be solely the responsibility of the Contractor.</p>
Interest	<p>The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days following the date on which payment is due on account of delay in payment by CM, 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.</p>
Limited Liabilities	<p>Subject to the below, the total cumulative liability of the Contractor to CM for all Losses and Claims of any kind with respect to the MSA 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) CM'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 "<b>Contractor Liability Threshold</b>").</p>

	<p>The Contractor Liability Threshold 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:</p> <ul style="list-style-type: none"> <li>(a) all costs to complete the Work, in accordance with the MSA, including the applicable SOWs, that are in excess of Contract Price; and</li> <li>(b) indemnification by the Contractor as set out in the MSA.</li> </ul> <p>The total cumulative liability of CM to the Contractor for all Losses and Claims of any kind with respect to the 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) CM'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 "<b>CM Liability Threshold</b>").</p>
<p>Responsibility for Damages/Indemnification</p>	<p><u>Contractor Indemnity:</u>  The Contractor shall indemnify and hold harmless CM and its officers, directors, employees, agents and representatives (collectively, the "<b>CM Indemnitees</b>") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees, directly or indirectly arising out of the MSA attributable, wholly or in part, to:</p> <ul style="list-style-type: none"> <li>(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 the MSA;</li> <li>(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 the MSA;</li> <li>(c) failure to comply with, or breach of, any of the Contractor's obligations under the MSA;</li> <li>(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 the MSA; or</li> <li>(e) any breaches, assessments, fines, penalties, orders or allegations of non-compliance under Applicable Law, including the Regulation, Bylaws or any applicable policy of the Authority 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 the MSA by CM.</li> </ul> <p>The Contractor shall indemnify and hold the CM Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM 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.</p> <p>Indemnification by the Contractor pursuant to the above shall include claims, demands, actions, suits and other proceeding by persons against the CM</p>



	<p>Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.</p> <p><u>CM Indemnity</u>  CM shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "<b>Contractor Indemnitees</b>") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of the MSA attributable, wholly or in part, to any grossly negligent acts or omissions by, or willful misconduct of, CM, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).</p>
Force Majeure	The MSA includes provisions relating to force majeure events.
MSA Termination	<p>CM may terminate the MSA, or any SOWs, or terminate the Contractor's right to perform the Work (or any part thereof) as follows:</p> <ul style="list-style-type: none"> <li>(i) if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;</li> <li>(ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;</li> <li>(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 CM, or within such other time as mutually agreed between the parties, immediately, upon written notice being provided to the Contractor; and</li> <li>(iv) if the parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. CM may exercise the right of termination provided for in this section, if the parties cannot agree upon a Change Order in respect of a Communications.</li> </ul> <p>If CM terminates the MSA or any SOW as noted above, CM is entitled to:</p> <ul style="list-style-type: none"> <li>(a) Take possession immediately of all the PPP;</li> <li>(b) Withhold any further payments to the Contractor until the completion of the Work; and</li> <li>(c) Recover from the Contractor, any loss, damage, and expense incurred by CM by reason of Material Contractor Default or Contractor Default, which may be deducted from any monies due, or becoming due, to the Contractor.</li> </ul> <p>The Contractor may terminate the MSA, or any SOW, as follows:</p> <ul style="list-style-type: none"> <li>(i) without cause at any time, upon eighteen (18) months' written notice being provided to CM;</li> <li>(ii) for non-payment of undisputed amounts due and payable under this MSA, if CM has failed to cure such non-payment within sixty (60) days after receipt of a notice of non-payment, the Contractor may terminate the MSA with thirty (30) days' notice; and</li> <li>(iii) for breach of CM's confidentiality obligations under the MSA, if CM has failed to cure such breach of confidentiality within sixty (60) days after receipt of a notice of such breach, the Contractor may terminate the MSA with thirty (30) days' notice.</li> </ul>
Remedies	CM may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CM plus a reasonable allowance for overhead may be collected by deduction or set-off.
Disputes	If there is a dispute between CM and the Contractor as to their respective rights and obligations, the parties shall use the following dispute resolution procedures to resolve such dispute:

	<ul style="list-style-type: none"> <li>(i) The parties shall attempt to resolve the dispute through informal discussions;</li> <li>(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 CM and the Contractor. The mediator will be appointed jointly by the parties; and</li> <li>(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 the MSA.</li> </ul>
Arbitration	Disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, RSA 2000, C A-43, as amended from time to time and the MSA shall contain additional provisions regarding the arbitration process.
Choice of Forum	Any legal action, litigation, or proceeding of any kind relating to the MSA shall be instituted in the courts of the City of Calgary, Alberta, and each party irrevocably submits to the exclusive jurisdiction of such courts.
Governing Law	The MSA will be interpreted and governed by the laws of the Province of Alberta.
Compliance with Laws and Permits	<p>The Contractor shall comply in all material respects with Applicable Law and shall perform and complete the Work in accordance with and in compliance with all Applicable Law, including all Applicable Law related to the environment and health and safety. If there is a conflict between the standards required by Applicable Law, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.</p> <p>The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.</p>
Assignment	The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of the MSA, including any rights or obligations under the MSA, or its power to execute such MSA, without the prior written consent of CM.
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 the MSA, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed.
Access to Records	<p>The Contractor shall maintain in its designated local office complete operations, customer, financial and service accounts, books and records, as applicable to the Work (collectively, the "<b>Records</b>") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CM. The Contractor shall maintain in its head office reporting records and billing records pertaining to the 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 the MSA, as adjusted for additional and deleted services provided under the MSA. CM shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit implemented in accordance with the Regulation, Bylaws or any applicable policy of the Authority) and review purposes.</p> <p>The Contractor shall make available copies of certified weigh scale records for PPP on request within two (2) Business Days of the request. All records related to the MSA, including the Records, shall be maintained, and access granted, throughout the term of the MSA for at least five (5) years thereafter.</p>
Insurance	<p>The Contractor shall at its own expense obtain and maintain for the term of the MSA:</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

	<p>(\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CM as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under the 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;</p> <p>(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 the MSA. The policy shall be endorsed to provide contractual liability coverage;</p> <p>(iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the Work and services described in the 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 the 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</p> <p>(iv) For all SOWs 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 SOW) and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.</p> <p>The commercial general liability policy is to contain, or be endorsed to contain, the following provisions:</p> <p>(i) The Contractor's insurance coverage shall be the primary insurance with respect to CM and its officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CM shall be more than the Contractor's insurance and shall not contribute with it;</p> <p>(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</p> <p>(iii) Policies for the above must be kept continuous throughout the term of the MSA. If any of the above policies are being cancelled, the Contractor shall notify CM 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 CM. CM reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CM may reasonably require.</p> <p>All coverages for Subcontractors shall be subject to the same insurance requirements as the Contractor.</p>
Changes to MSA	Changes to the MSA, including any SOW, may only be made in writing signed by duly authorized representatives of both parties.
Change Management	<p>Among other terms, the MSA will include the following with respect to changes:</p> <ul style="list-style-type: none"> <li>• CM shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any SOW. If CM deems it prudent to require a change in the Work, CM shall notify the Contractor of the proposed change in the Work in writing ("<b>Change Notice</b>").</li> <li>• 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</li> </ul>



	<p>(the "<b>Cost Estimate</b>"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CM within a period of fifteen (15) Business Days or other timeline agreed to with CM in writing from the date of receipt of the Change Notice.</p> <ul style="list-style-type: none"> <li>• 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 SOW ("<b>Change Order</b>") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CM 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.</li> <li>• If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in the MSA, it must notify CM in writing. The Contractor, in proposing a change in the Work, agrees to provide CM with certain information as to be set out in the MSA. CM 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 those to be set out in the MSA.</li> </ul>
Conflicts and Omissions	<p>Any Work not specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in the 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.</p> <p>If the Contractor discovers any provision in the MSA which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CM in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CM.</p>
Duty to Notify	<p>As may be further specified in a SOW, 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 the MSA, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CM, in writing.</p> <p>The Contractor will provide such written progress reports to CM as reasonably requested by CM but not less frequently than monthly unless otherwise agreed to in writing by CM.</p>
Intellectual Property	<p>Among other terms, the MSA will include the following with respect to intellectual property:</p> <ul style="list-style-type: none"> <li>• With certain exceptions, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the Contractor in connection with the MSA (collectively, "<b>Documentation</b>") are the property of CM or such other entity as identified by CM and the Contractor shall use such Documentation only as is necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.</li> <li>• 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 CM free and clear of all encumbrances upon CM making any payment in accordance with the MSA which is attributable, either in whole or in part, to the relevant Work.</li> <li>• The Contractor acknowledges and agrees that CM 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 the MSA.</li> </ul>

	<ul style="list-style-type: none"> <li>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 CM.</li> </ul>
Confidentiality Covenant	<p>Among other terms, the MSA will include the following with respect to Confidential Information:</p> <p>Confidential Information means information of or relating to a party (the "<b>Disclosing Party</b>") 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 "<b>Receiving Party</b>") 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 the 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 ("<b>Confidential Information</b>").</p> <p>The Receiving Party shall:</p> <ul style="list-style-type: none"> <li>(i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;</li> <li>(ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under the MSA;</li> <li>(iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("<b>Representatives</b>") 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 the MSA and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and</li> <li>(iv) be responsible for any breach of the MSA by any of its Representatives.</li> </ul> <p>Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Law relating to privacy ("<b>Privacy Laws</b>") in the performance of its obligations under the MSA, except as will be set out in the MSA.</p>
Survival	Sections regarding limited liabilities, responsibility for damages/indemnification, MSA termination, intellectual property, confidentiality and other sections as to be set out in the MSA survive the expiration or termination of the MSA.
Revisions to the MSA	Except as otherwise expressly stated in the MSA, no amendment or termination of the 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, CM may propose any revisions to the MSA necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, " <b>Communications</b> "), and CM will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable.

	<p>Such revision shall automatically have effect from the date of the Change Order, if any, related to such Communications. CM 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.</p>
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<b>COMMUNITY CURBSIDE COLLECTION SOW</b>	
Definitions	Terms not otherwise defined herein shall have the meanings ascribed to them in Schedule "A" or the MSA.
SOW Term	The Work is to be performed from the service commencement date of April 1, 2025.
Scope of Collection Services	The collection services will include picking up PPP from residential premises in the registered community(ies), collection vehicle compacting and delivery of collected PPP to a receiving facility.
Service Provision	<p>The SOW will include the following service provisions, among others:</p> <ul style="list-style-type: none"> <li>• The Contractor will work with multiple-family dwellings to determine the optimal set-out location of the recycling containers.</li> <li>• CM and the Contractor may amend the SOW to make changes of a minor nature to add or remove residential premises, notwithstanding the change process set out in the MSA.</li> <li>• Contractor will use best efforts to reduce the quantity of non-PPP to no more than 4% by weight. If the average in any 6-month period exceeds 4%, the Contractor will need to submit and implement a plan for improvement.</li> <li>• If applicable, the Contractor is responsible for replacing a damaged or missing collection container when requested by a residential premises or CM, within one week of notification.</li> <li>• If any PPP is set out incorrectly or improperly, the Contract shall place a non-compliance notification tag in a prominent location identifying the problem.</li> <li>• The Contractor will deliver all collected PPP to the receiving facility, and the Contractor shall ensure the collection vehicle adheres to the appropriate steps at the receiving facility, including passing over the weigh scale, emptying separate streams of PPP, obtaining a split weight, and having a tare weight taken once every two months.</li> <li>• The Contractor shall perform the collection services between the hours of 7:00 a.m. and 6:00 p.m.</li> <li>• The failure of the Contractor to collect PPP in accordance with a collection route approved by CM shall be considered a missed collection.</li> </ul>
Record Keeping and Reporting Requirements	The collection vehicle operator will provide the necessary information to the receiving facility representative ensuring certain data (as further specified in the SOW) may be collected for each vehicle, and will keep detailed records for the PPP collected and delivered to a receiving facility. Within 60 calendar days of the end of the calendar year, the Contractor shall annually provide a report to CM outlining kilometres driven and fuel consumed by collection vehicles. Weigh scale receipts, if received from the receiving facility, must be maintained and made available upon request by CM. The Contractor shall review a monthly summary report prepared by CM by the 5 <sup>th</sup> day of the month following the month addressed in the summary report, and within 5 days of receipt, Contractor shall review and notify CM of any discrepancies or the Contractor's acceptance.
Documentation and Payment	If provided to the Contractor when the Contractor delivered a load to the receiving facility, the Contractor shall provide weigh scale records to CM upon request. The Contractor will only be paid for Work under the SOW in respect of any calendar month once there is an accepted work report for the month. There shall be no increase in the prices set out in the SOW for any changes to the Contractor's responsibilities.
Compensation	The Contract Price for the Work performed under the SOW shall be calculated as: the Unit Price applicable to a single-family dwelling stop multiplied by the total number of single-family dwelling stops and the Unit Price applicable to a multiple-family dwelling stop multiplied by the total number of multiple-family dwelling stops for each registered community as provided for in the exhibits to the SOW.

	<p>For the purposes of the SOW, "Unit Price" means the applicable unit price for the registered community applicable to the category of single-family dwelling stops and multiple-family dwelling stops as to be set out in a pricing form attached to the SOW.</p> <p>The Unit Price will be adjusted annually, starting on the first annual anniversary of the service commencement date for each registered community to adjust for CPI changes.</p>
Exhibits	<p>Exhibits to the SOW will include: (i) the number of single-family dwellings and multiple-family dwelling stops and related information, (ii) the number of multiple-family dwellings and related information, (iii) the PPP to be collected for the SOW, and (iv) compensation information.</p>

**Schedule "A" – Table of Terms and Associated Meanings**

"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 the MSA or any party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Without limiting the foregoing, Applicable Law shall include the <i>Freedom of Information and Protection of Privacy Act</i> (Alberta).
"Authority"	means the Alberta Recycling Management Authority
"Bylaws"	means the Single-use Products, Packaging and Paper Products Bylaws developed by the Authority under the Regulation, as amended or replaced from time to time.
"Business Day"	means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Alberta.
"Collection Data"	means all data or information pertaining to Equipment or PPP or other aspects of the Work or activities involving any of the foregoing that is collected, generated or observed pursuant to the MSA, including any SOW, or otherwise in the course of the Work. The Collection Data includes data and information expressly required to be delivered by the Contractor to CM pursuant to the MSA.
"Contract Price"	means the total price payable under the MSA, as set forth in the SOWs.
"Equipment"	means all vehicles, including collection vehicles and hauling vehicles, machinery, apparatus and other items used in completing the Work.
"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 CM 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).
"PPP"	means single-use products, packaging, packaging-like products and paper products as designated materials for the purposes of sections 1 to 11 and Part 1 of the Regulation pursuant to section 13 of the Regulation, except in the context of a SOW it has the meaning set out in such SOW to the extent expressly set out otherwise in such SOW.
"Regulation"	means the <i>Extended Producer Responsibility Regulation, AR 194/2022</i> under the <i>Environmental Protection and Enhancement Act</i> (Alberta), as amended or replaced from time to time.
"Unusually Severe Adverse Weather Conditions"	means unusually severe adverse weather conditions at the place of the Work which: (a) 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 (b) preclude the safe performance of the Work.
"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 the MSA, including the SOW and any Change Orders agreed to by the parties.

**MASTER SERVICES AGREEMENT**

**for**

**SERVICES RELATED TO SINGLE-USE PRODUCTS, PACKAGING AND PAPER  
PRODUCTS (PPP)**

**Number 2024-00-[●]**







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NUMBER 2024-00-[●]

RC MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**MSA**") is entered into as of \_\_\_\_\_, 20\_\_ ("**Effective Date**")

Between

<insert Community Name>, a [[●] under the laws of Alberta], having a place of business at <insert address> ("**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 ("**CM**")

**RECITALS**

**WHEREAS**, CM is the Producer Responsibility Organization registered with Alberta Recycling Management Authority (the "**Authority**") for PPP; and

**WHEREAS**, CM issued an offer to the Contractor in connection with the collection of PPP and related services; and

**WHEREAS**, Contractor and CM (each a "**Party**", and collectively the "**Parties**") jointly desire to enter into this MSA respecting the collection of PPP and related services for the applicable Registered 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. Without limiting the foregoing, Applicable Law shall include the *Freedom of Information and Protection of Privacy Act* (Alberta).





RC MASTER SERVICES AGREEMENT

**"Business Day"** means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Alberta.

**"Bylaws"** means the Single-use Products, Packaging and Paper Products Bylaws developed by the Authority under the Regulation, as amended or replaced from time to time.

**"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 PPP 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 CM 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.

**"Effective Date"** has the meaning set out above in this MSA.

**"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 CM 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).





**"Material Contractor Default"** means the Contractor has committed any of the following acts or omissions:

- (a) disposing of any PPP 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;
- (b) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CM;
- (c) failing to comply with the MSA, including any Statements of Work, in a manner that results in CM or producers becoming non-compliant with the Regulation, Bylaws or any applicable policy of the Authority; or
- (d) abandoning the Work.

**"Pandemic Conditions"** means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Alberta Ministry of Jobs, Economy and Trade, and the Chief Medical Officer of Health) and industry associations relating to an epidemic or a pandemic which are or may come into effect, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

**"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, territorial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

**"PPP"** means single-use products, packaging, packaging-like products and paper products as designated materials for the purposes of sections 1 to 11 and Part 1 of the Regulation pursuant to section 13 of 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.

**"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.

**"Registered Community"** means a community which has registered with the Authority in accordance with the Bylaws.

**"Regulation"** means the *Extended Producer Responsibility Regulation*, AR 194/2022 under the *Environmental Protection and Enhancement Act* (Alberta), as amended or replaced from time to time.

**"Residential Premises"** has the meaning set out in the Regulation.



**“Statement of Work”** means a statement of work entered into between CM and the Contractor attached as Schedule A.

**“Statement of Work Effective Date”** means the applicable date on which the Work commences in a Registered 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:

- (a) 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
- (b) preclude the safe performance of the Work.

**“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 CM 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



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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 – Statement(s) 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 requirements of this MSA, including Change Orders; and
  - (iv) Other portions 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 7.3 and 7.4, or as otherwise provided for in this MSA.





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- (b) CM 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 CM and Contractor from time to time.
- (c) CM reserves the right to terminate this MSA or a Statement of Work in accordance with Section 7.4, or as otherwise provided for in this MSA. Termination shall not affect CM'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 Law shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Law, 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) CM is committed to diverting PPP from disposal and achieving efficiencies in the Work. To this end CM will continue to explore new methods and technologies and, as a proposed change in the Work, CM may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CM chooses to proceed with such new methods and technologies CM 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 CM 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, CM 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 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 Residential Premises who do not receive collection services because of the Lawful LD Period, to separate and retain their PPP and not place such PPP out for collection during the Lawful LD Period.
  - (ii) Provide continued collection of PPP from Residential Premises that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver PPP collected from those Residential Premises to third party receivers designated by CM 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, CM may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA to the contrary, during the Lawful LD Period or Unlawful LD Period, as applicable, the Contractor will not invoice CM for the cost of collecting the PPP from Registered Communities 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 CM 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



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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 communities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such communities 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 CM; 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 any Statement of Work, which shall include an annual fuel usage report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CM 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.





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- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CM, 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 CM 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 CM.

5.3 Access to the Work

- (a) Without limiting the generality of any other provision in this MSA, at all times requested by CM during operating hours upon at least 48-hours' notice, the Contractor shall, at no expense to CM, provide CM and its professional advisors, auditors and consultants, and any Person authorized by CM 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 CM's personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CM 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, CM 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 CM, acting reasonably, not to be in accordance with the requirements of this MSA, the Contractor shall, at no expense to CM, make good such defective Work.
- (c) CM, and other parties identified by CM, 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, CM may direct the Contractor, at the Contractor's expense, to:

- (a) prepare and present to CM, 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 CM 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 CM as soon as practical, but not later than within two (2) Business Days of CM 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) CM may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CM and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CM 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, CM shall pay the Contract Price for 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 CM.
- (c) CM 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, CM shall have no obligation to make any payments in respect of a calendar month until CM 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 CM, acting reasonably.
- (e) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CM describing the reasons for the disputed amount.
- (f) Price adjustments may be made pursuant to Section 6.4.
- (g) The Contractor shall inform CM of any payment errors that result in overpayment by CM in a timely manner by issuing a written notice informing CM 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 CM within thirty (30) calendar days.

6.3 Taxes

- (a) Except for applicable taxes payable by CM 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.

6.4 Price Adjustment

- (a) Price adjustments may be specified in a Statement of Work.

6.5 Monies Due to CM

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

6.6 Other Requirements

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

6.7 Interest

- (a) The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days following the date on which payment is due on account of delay in payment by CM, 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 CM 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) CM'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**").





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- (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) The total cumulative liability of CM 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) CM'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 "**CM Liability Threshold**").

**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 CM reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.4 without penalty or prejudice to any other right to remedy available to CM.
- (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, CM 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 CM and its officers, directors, employees, agents and representatives (collectively, the "**CM Indemnitees**") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM 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;



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- (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; or
  - (E) any breaches, assessments, fines, penalties, orders or allegations of non-compliance under Applicable Law, including the Regulation, Bylaws or any applicable policy of the Authority 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 CM.
- (ii) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold the CM Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM 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 CM Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
  - (iv) The Contractor acknowledges that CM holds the benefit of any provision in this MSA, including under this Section 7.2(a).
- (b) CM Indemnity
- (i) CM 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



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and all Losses and 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 grossly negligent acts or omissions by, or willful misconduct of, CM, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.3 Force Majeure

- (a) Subject to Section 7.3(b), "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CM 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:
  - ( ) weather conditions that are not Unusually Severe Adverse Weather Conditions;
  - (i) an electricity system outage, unless the electricity system outage affects an entire Registered Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
  - (ii) 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;
  - (iii) the quantity of PPP collected or received differs from the Contractor's expectations;
  - (iv) 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;
  - (v) 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
  - (vi) 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 Pandemic Conditions shall not be regarded as 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





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Force Majeure Event are minimized and resume full performance under this MSA.

- (e) In the event that either CM 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 CM 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.
- (f) 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.
- (g) 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.

7.4 MSA Termination

- (a) Any termination of this MSA or termination of the Contractor's right to perform the Work (or any part thereof) by CM shall be without prejudice to any other rights or remedies CM may have.
- (b) Without prejudice to any other right or remedy CM may have under this MSA, CM 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 CM in accordance with Section 5.4, or



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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, CM may exercise the right of termination provided for in this Section 7.4(b)(iv), if the Parties cannot agree upon a Change Order in respect of a Communications pursuant to Section 8.16.
- (c) If CM terminates this MSA or any Statement of Work as noted above, CM is entitled to:
  - (a) Take possession immediately of all the PPP;
  - (b) Withhold any further payments to the Contractor until the completion of the Work; and
  - (c) Recover from the Contractor, any loss, damage, and expense incurred by CM by reason of the Contractor's default under Sections 7.4(b)(ii) or 7.4(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CM terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.4(b)(iv), then, subject to the other provisions of this MSA, CM 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.
- (e) The Contractor may terminate this MSA, or any Statements of Work, as follows:
  - (i) without cause at any time, upon eighteen (18) months' written notice being provided to CM;
  - (ii) for non-payment of undisputed amounts due and payable under this MSA, if CM has failed to cure such non-payment within sixty (60) days after receipt of a notice of non-payment, the Contractor may terminate this MSA with thirty (30) days' notice; and
  - (iii) for breach of CM's confidentiality obligations under Section 8.12 of this MSA, if CM has failed to cure such breach of confidentiality within sixty (60) days after receipt of a notice of such breach, the Contractor may terminate this MSA with thirty (30) days' notice.

7.5 Remedies

- (a) The rights and remedies of CM as set forth in any provision of this MSA, including Section 7.4, 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) CM may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CM plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.4(c).
- (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.

#### 7.6 Disputes

- (a) If there is a dispute between CM 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;
  - (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 CM 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 7.7.

#### 7.7 Arbitration

- (a) As provided for in Section 7.6(a)(iii), disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, RSA 2000, C A-43 ("**Arbitration Act**"), as amended from time to time.
- (b) CM 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 Arbitration Act, as amended.





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- (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 CM's receipt of the notice specified in Section 7.7(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.8 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 Calgary, Alberta, 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 Law

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

8.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Law 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 Law, including all Applicable Law related to the environment and health and safety. If there is a conflict between the standards required by Applicable Law, then



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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 CM 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 CM.

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 CM because of any of the estimates, statements or interpretations made by any officer or agent of CM 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, Bylaws and any applicable policy of the Authority (collectively, the "**Records**") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CM. 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. CM shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit implemented in accordance with the Regulation, Bylaws or any applicable policy of the Authority) and review purposes.
- (b) The Contractor shall make available copies of certified weigh scale records for PPP collected under this MSA on request within two (2) Business Days of the request by CM. The weigh scale records may be requested for any period during the term of this MSA.



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- (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 CM as an additional insured 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, has been filed and accepted by CM. 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:





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- (i) The Contractor's insurance coverage shall be the primary insurance with respect to CM and its officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CM 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 CM 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 CM. CM reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CM 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) CM 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 CM deems it prudent to require a change in the Work, CM shall notify the Contractor of the proposed change in the Work in writing ("**Change Notice**").
- (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 CM within a period of fifteen (15) Business Days or other timeline agreed to with CM 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:





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- (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 CM 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 CM, 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 CM, 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 CM 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 CM 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 CM in writing. The Contractor, in proposing a change in the Work, agrees to provide CM with the following information and details in writing:



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- (A) A description of the proposed change in the Work in sufficient detail, to enable CM to evaluate it in full;
  - (B) Reasons in support of the Contractor's proposed change in Work;
  - (C) 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;
  - (D) Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
  - (E) Identify an appropriate timeframe for the implementation of the change in Work.
- (ii) CM 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) A change in the Contract Price will occur;
  - (B) The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
  - (C) The change will interfere with any relationship of CM with third parties;
  - (D) The financial strength of the Contractor is sufficient to perform the change; and
  - (E) The change materially affects the risks or costs to which CM is exposed.
- (iii) If CM 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 CM accepts the Contractor's change proposal CM shall notify the Contractor in a timely manner.
- (iv) If CM rejects the Contractor's change proposal, CM shall provide written reasons outlining the basis upon which the change in Work is not accepted by CM.
- (v) Unless CM 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 CM will



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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 CM in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CM.

8.10 Duty to Notify

- (a) As may be further specified in a Statement of Work, 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 CM, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CM to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CM as reasonably requested by CM but not less frequently than monthly unless otherwise agreed to in writing by CM.

8.11 Intellectual Property

- (a) Subject to Sections 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 CM or such other entity as identified by CM, 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*





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*Protection of Privacy Act* (Alberta), 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 CM pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Law indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.

- (c) CM acknowledges and agrees that any Documentation, regardless of whether the property of CM 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 CM 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 CM free and clear of all encumbrances upon CM 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 CM 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 CM.
- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CM shall be entitled to fully exploit the Work and Documentation without restriction, and CM 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 CM 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 CM, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CM 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 CM's request, making available or delivering to CM where feasible as determined by the



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Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CM 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.



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- (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 Law 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 CM to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CM 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 CM of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CM 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 CM 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 8.12 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 Alberta 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 Alberta 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 7.4 (MSA Termination), Section 8.11 (Intellectual Property) and Section 8.12 (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, CM 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 CM 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. CM 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. CM 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 CM:**

Circular Materials  
1 St. Clair Avenue West, Suite 700  
Toronto, ON M4V 1K6  
Attention: Director, Supply Chain Services  
Email: [operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)

**To Contractor:**



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[Contractor]  
[Address Line 1]  
[Address Line 2]  
Attention: [●]  
Email: [●]

**ARTICLE 9  
MSA SCHEDULE**

9.1 MSA Schedule

Attached to and forming an integral part of this MSA is Schedule A – Statement(s) of Work.



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

[Contractor]

---

Name:

Title:

---

Name:

Title:

We have authority to bind the Contractor.

**Circular Materials**

---

Name: Allen Langdon

Title: CEO

I have authority to bind CM.



**SCHEDULE A**  
**STATEMENT OF WORK FOR COMMUNITY CURBSIDE COLLECTION**  
**for**  
**MASTER SERVICES AGREEMENT**  
**Number 2024-00-[●]**



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**STATEMENT OF WORK**

STATEMENT OF WORK NUMBER: [●]

This statement of work ("**Statement of Work**") is incorporated into and forms part of the Master Services Agreement ("**MSA**"), made as of [●] between [Contractor] a [●] having a place of business at [●] ("**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 ("**CM**", and with the Contractor, each a "Party" and collectively the "**Parties**"), with an effective date of [●] (the "**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 Service Commencement Date, the Contractor shall perform the Work required by this Statement of Work, including collecting PPP, and delivering the PPP to a Receiving Facility, for all Residential Premises located within the applicable Registered Community(ies) listed in Exhibit 2 and Exhibit 3. For clarity, the Contractor shall perform the Work required by this Statement of Work for all Residential Premises located within a Registered Community listed in Exhibit 2 and Exhibit 3 on the applicable Service Commencement Date, even if such Residential Premises is not included in the number of Single-Family Dwellings or Multiple-Family Dwellings listed in Exhibit 2 or Exhibit 3 respectively.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The period during which the Work required by this Statement of Work is to be performed is from the Service Commencement Date, until [●]. Pursuant to Section 2.1(b) of the MSA, CM and the Contractor may, by Change Order, extend this Statement of Work. 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 applicable taxes. Applicable taxes are payable by CM 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, CM 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, CM shall not be liable to make any other payments in connection with this Statement of Work resulting from 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. 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 – Single-Family Dwelling and Multiple-Family Dwelling Stops;
  - iii. Exhibit 3 – Multiple-Family Dwellings;
  - iv. Exhibit 4 – PPP to be Collected; and

- v. Exhibit 5 – 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.

**[Contractor]**

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

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

We have authority to bind the Contractor.

**Circular Materials**

By: \_\_\_\_\_  
Name: Allen Langdon  
Title: CEO

I have authority to bind CM.

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

**ARTICLE 1  
DEFINITIONS**

**1.1 Definitions**

“**Collection Services**” means the Work required by this Statement of Work, which is the collection of PPP from Residential Premises listed in Exhibit 2 and Exhibit 3 located within a Registered Community and delivery of the collected PPP to a Receiving Facility.

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

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

“**Hazardous Waste**” means a hazardous and special product as set out in the Regulation.

“**Multiple-Family Dwellings**” means, collectively, (i) Multiple-Family Dwellings as defined in the Regulation, and (ii) sources agreed by the Parties to be Multiple-Family Dwellings for the purposes of the MSA (including the sources referred to in Exhibit 3).

“**New Residential Premises**” means new Residential Premises as agreed to by the Parties for the purposes of the MSA.

“**Non-Compliance**” means PPP set out incorrectly, inappropriately, or improperly prepared including the following reasons:

- (i) container contains Out-of-Scope Material;
- (ii) PPP not properly sorted;
- (iii) recycling container is not suitable; or
- (iv) cardboard is oversized.

“**Out-of-Scope Material**” means material which is not PPP.

“**Receiving Facility**” or “**RF**” means any facility that accepts PPP from a collection contractor acting on behalf of CM.

“**Residential Premises**” means Single-Family Dwellings and Multiple-Family Dwellings but does not include institutional accommodations or visitor accommodations.

“**Service Commencement Date**” means the date of April 1<sup>st</sup>, 2025, on which Collection Services will begin in a Registered Community.

“**Single-Family Dwellings**” means, collectively, (i) Single-Family Dwellings as defined in the Regulation, and (ii) sources agreed by the Parties to be Single-Family Dwellings for the purposes of the MSA (including the sources referred to in Exhibit 2).

“**Single Stream**” means Fibre Stream and Container Stream materials combined.

“**SOW Term**” has the meaning set out in the recitals to 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, the number of Single-Family Dwellings and Multiple-Family Dwellings.

**“Two Stream”** means Fibre Stream and Container Stream materials kept separate.

**“Valuation Type”** or **“Valtype”** means the source of PPP, including Single-Family Dwellings and Multiple-Family Dwellings. The Valtype shall be recorded on weigh scale tickets.

**ARTICLE 2**  
**SCOPE OF COLLECTION SERVICES**

**2.1 Scope of Collection Services**

- (a) The Contractor shall provide Collection Services in accordance with the service level requirements as denoted in Exhibit 2 and Exhibit 3.
- (b) The Collection Services include:
  - (i) picking up PPP from Residential Premises in the Registered Community(ies);
  - (ii) Collection Vehicle compacting to a maximum compaction rate of 2.5:1;
  - (iii) unless otherwise agreed to by the Parties, delivery of collected PPP to a Receiving Facility and unloading by material stream; and
  - (iv) for New Residential Premises which did not receive Collection Services prior to the Service Commencement Date, the Contractor shall provide Collection Services in a manner meeting or exceeding the standard, level, scope, and quality of Collection Services a similar Residential Premises received immediately prior to the Service Commencement Date and that complies with the terms of the MSA and this Statement of Work.
- (c) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of sections 16, 17, 18 and 19 of the Regulation.
- (d) The Contractor shall retain responsibility for, and control of, PPP from the point of collection through to delivery to a Receiving Facility.
- (e) CM 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 Contractor shall provide Collection Services for PPP from all Residential Premises listed in Exhibit 2 and Exhibit 3.
- (b) The Contractor shall work with Multiple-Family Dwellings to determine the optimal set-out location of the recycling containers, which best meets the needs of the Residential Premises and the Contractor.

#### **3.2 Addition or Removal of Residential Premises**

- (a) Notwithstanding Section 8.8 of the MSA, CM and the Contractor may make changes of a minor nature to this Statement of Work to add New Residential Premises, or remove existing Residential Premises, and make related revisions to the relevant exhibits, by amendment. If CM considers, in its sole discretion, such proposed changes to be of a material nature, the change management process of Section 8.8 of the MSA shall apply.

#### **3.3 PPP to be Collected**

- (a) The Contractor will collect the PPP listed in Exhibit 4 placed in containers (including both Contractor-provided and customer-owned containers) from Residential Premises.
- (b) The Contractor will not scavenge, or permit its employees or Subcontractors to scavenge, any PPP which 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 Out-of-Scope Material in collected PPP to no more than four per cent (4%) by weight.
- (d) If the average amount of Out-of-Scope Material collected from Residential Premises in any rolling six (6) month period exceeds four per cent (4%) the Contractor will, within ninety (90) calendar days, prepare and submit to CM a plan including the identification of sources of Out-of-Scope Material and strategies and supporting measures to mitigate the amounts of Out-of-Scope Material. The Contractor will implement the plan and provide quarterly reporting to CM detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, based on composition data provided by CM through their audit protocol, the Contractor will work with CM to establish additional changes and to adopt best practices recommended by CM.
- (e) The Contractor may not collect, and collected PPP may not contain, packaging containing Hazardous Waste.
- (f) PPP is to be collected from Residential Premises in the Registered Communities listed in Exhibit 2 and Exhibit 3 in a Single Stream or in Two Streams as listed in Exhibit 2 and Exhibit 3. Where a Registered Community receives collection in Two Streams, the streams are as follows unless otherwise agreed to by CM:
  - (i) Fibre Stream – Paper products and the following types of paper packaging:

- paper laminates;
  - kraft paper carry-out bags;
  - kraft paper – non-laminated;
  - corrugated cardboard; and
  - boxboard and other paper packaging.
- (ii) Container Stream – Plastic packaging, metal packaging, glass packaging, and the following types of paper packaging:
- gable top containers; and
  - aseptic containers.

### **3.4 Collection Containers**

- (a) Should the Community utilize standardized collection containers (i.e. boxes, bins or carts for residential collection), the Contractor is responsible for replacing a damaged or missing collection container when requested by a Residential Premises or CM, within one week of notification.

### **3.5 Non-Compliance**

- (a) If the Contractor visually identifies Non-Compliance in PPP set out for collection, the Contractor shall place in a prominent location a non-compliance notification tag identifying the specific problem(s) and reason(s) for Non-Compliance.

### **3.6 Unloading PPP**

- (a) The location(s) of the Receiving Facility(ies) for each Registered Community will be provided by CM no later than ninety (90) calendar days prior to the Service Commencement Date.
- (b) Contractor will deliver all collected PPP to the Receiving Facility identified by CM. The Contractor will not release PPP to anyone other than the Receiving Facility identified by CM or dispose of any collected PPP without prior written authorization from CM.
- (c) The Contractor will have access to a Receiving Facility located not more than 50 kilometers driving distance from the Registered Community's service area boundary at the point of least distance to such Receiving Facility. If locating a Receiving Facility within such distance is not feasible, the Parties shall negotiate, acting reasonably, an adjustment to Exhibit 5 to reflect the cost of transporting the collected PPP to the available Receiving Facility.
- (d) Delivery to a Receiving Facility 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 ensuring a weigh scale ticket with all required data can be generated, in accordance with Section 4.1 of this Exhibit 1.
  - (ii) The Collection Vehicle shall go to the designated tipping floor area of the Receiving Facility.

- (iii) If the Collection Vehicle contains Fibre Stream and Container Stream, each stream must be deposited into the appropriate tipping floor area.
- (iv) A Collection Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted.
- (e) Collection Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight. 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.
- (f) If the Collection Vehicle experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate the material from each compartment.
- (g) The Collection Vehicle must empty on every trip to the Receiving Facility. 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 which causes or may cause the Fibre Stream materials to be commingled with the Container Stream materials or vice versa.
- (h) 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.
- (i) In the event the designated Receiving Facility is unable to accept PPP from a Collection Vehicle, the Contractor shall immediately notify CM and the Collection Vehicle shall proceed to another Receiving Facility as directed by CM.
- (j) The Collection Vehicle operators shall comply with all operational protocol and procedures of the Receiving Facility during unloading of PPP.

### **3.7 Working Days and Hours of Operation for the Collection Services**

- (a) The Contractor shall perform Collection Services between the hours of 7:00 a.m. and 6:00 p.m. unless otherwise approved by CM.
- (b) Collection Services in each Registered Community shall be as approved by CM, respecting provincial statutory holidays in keeping with Alberta labour laws. Where materials are not collected on a statutory holiday, a replacement collection day shall be set by the Contractor, subject to CM approval.
- (c) The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, such overtime, rates for extra forces, and cost for any additional requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractor's obligations under the MSA.

### **3.8 Missed Collections**

- (a) The Contractor shall collect one hundred per cent (100%) of the PPP set out on each approved collection route on the approved collection day in each Registered Community.
- (b) The failure of the Contractor to collect PPP in accordance with a collection route approved by CM shall be considered a missed collection. If notified of, or if the Contractor otherwise becomes aware of, a missed collection by 4 p.m. on the scheduled day of collection, the Contractor shall rectify the missed collection by collecting the PPP missed the same day, otherwise the PPP shall be collected on the next Business Day.
- (c) If the Contractor encounters any impassable obstruction, including utilities or other contractors working on the traveled portion of the collection route, the Contractor will return at least once on the same day at a mutually agreeable time, to collect the set out PPP. Without limiting the generality of the foregoing, the following are not considered to be impassable obstructions:
  - (i) parked vehicles;
  - (ii) moving vans; and/or
  - (iii) overground flooding of less than twenty (20) centimetres.



**ARTICLE 4**  
**RECORD KEEPING AND REPORTING REQUIREMENTS**

**4.1 Record Keeping and Reporting Requirements**

- (a) The Collection Vehicle operator will provide the necessary information to the Receiving Facility representative ensuring the following data may be collected for each inbound vehicle:
  - (i) Date and time;
  - (ii) Originating Registered Community ID number;
  - (iii) Valtype (i.e., the type or the majority fraction of combined loads from Single-Family Dwellings and Multiple-Family Dwellings) as applicable to the load;
  - (iv) PPP onboard (e.g., Fibre Stream, Container Stream, or a Single Stream material type);
  - (v) Contractor ID number; and
  - (vi) Collection Vehicle number.
  
- (b) The Contractor shall ensure detailed records are kept for the PPP collected and delivered to a Receiving Facility including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load if provided to the Contractor when the Contractor delivered a load to the Receiving Facility, and where the load was delivered ensuring a cross-correlation between Receiving Facility records and Contractor records can be made.
  
- (c) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CM, in a form approved by CM, outlining kilometres driven and 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) Weigh scale receipts, if received from the Receiving Facility, must be maintained and made available upon request by CM in a format and manner acceptable to CM.
  
- (e) The Contractor shall, in addition to the records specified above, review a monthly summary report prepared by CM 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 non-Business Day, the report may be provided on the next Business Day. This report shall include the following information:
  - (i) Originating Registered Community ID number;
  - (ii) Total number of Stops;
  - (iii) Number of Stops added or removed through a contract amendment during the fiscal quarter;
  - (iv) Valtype of each load delivered to a Receiving Facility;
  - (v) Date and time of delivery and PPP onboard each load delivered to a Receiving Facility;

- (vi) ID number of Contractor delivering each load to a Receiving Facility;
  - (vii) Collection route or zone number (if applicable);
  - (viii) Collection Vehicle number;
  - (ix) Collection Vehicle licence plate number; and
  - (x) If available from the RF for each load delivered to a Receiving Facility:
    - A. Scale ticket number;
    - B. Gross weight (tonnes);
    - C. Tare weight (tonnes, including by split load if applicable); and
    - D. Net weight (tonnes; tonnes by compartment – Fibre Stream, Container Stream, where split-weighing occurs).
- (f) 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 CM 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 non-Business Day, the Contractor may notify CM on the next Business Day.
- (g) If the Contractor does not notify CM of any discrepancies in, or of the Contractor's acceptance of, such monthly summary report within the time specified in Section 4.1(f) 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.
- (h) If the Contractor notifies CM of any discrepancies in a monthly summary report within the time specified in Section 4.1(f) of this Exhibit 1, CM 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(f) of this Exhibit 1 and Sections 4.1(f), 4.1(g) and 4.1(h) of this Exhibit 1 shall otherwise apply to such reissued report.
- (i) For greater certainty, the records required under this Section 4.1 of this Exhibit 1 shall be provided separately for each Registered Community.
- (j) CM may request, from time to time, reports or information required for CM to comply with its reporting obligations to the Authority or under Applicable Law.

**ARTICLE 5**  
**DOCUMENTATION AND PAYMENT**

**5.1 Documentation and Payment**

- (a) Starting in the first calendar month after the Service Commencement Date for a Registered Community, the Contractor shall review and accept the monthly summary report for the Work performed in the prior calendar month for such Registered 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 provided to the Contractor when the Contractor delivered a load to the Receiving Facility, the Contractor shall provide Collection Vehicle weigh scale records to CM upon request.
- (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: SINGLE-FAMILY DWELLINGS AND MULTIPLE-FAMILY DWELLING STOPS**

**Table 1**

SINGLE-FAMILY DWELLINGS STOPS					
Registered Community	Number of Single-Family Dwelling Stops (as of August 1, 2024)	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams
[Name of Registered Community]		(e.g. weekly, bi-weekly)	(e.g. Monday to Thursday)	(e.g. clear bag, blue box, cart)	(e.g. Single Stream, Two Stream)

**\*NOTE:** The information is based on available data at the time of the preparation of the Statement of Work. CM holds no responsibility or liability for actual figures which are different from the figures presented in this Exhibit.

**[NTD to MSA/SOW finalization:** This table would set out the number of Stops for Single-Family Dwellings which is applicable to the Registered Community.]

**Table 2**

MULTIPLE-FAMILY DWELLING STOPS	
Registered Community	Number of Multiple-Family Dwelling Stops (as of August 1, 2024)
[Name of Registered Community]	

**\*NOTE:** The information is based on available data at the time of the preparation of the Statement of Work. CM holds no responsibility or liability for actual figures which are different from the figures presented in this Exhibit.

**[NTD to MSA/SOW finalization:** This table would set out the number of Stops for Multiple-Family Dwellings which is applicable to the Registered Community.]



**EXHIBIT 3: MULTIPLE-FAMILY DWELLINGS**

MULTIPLE-FAMILY DWELLINGS							
Registered Community	Number of Multiple-Family Dwelling Units (as of August 1, 2024)	Street Address	Municipality	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams
[Name of Registered Community]				(e.g. weekly, bi-weekly)	(e.g. Monday to Thursday)	(e.g. clear bag, blue box, cart)	(e.g. Single Stream, Two Stream)

**\*NOTE:** The information is based on available data at the time of the preparation of the Statement of Work. CM holds no responsibility or liability for actual figures which are different from the figures presented in this Exhibit.

**[NTD to MSA/SOW finalization:** This table would set out the number of Multiple-Family Dwellings applicable to the Registered Community.]

**[NTD: INSERT PPP LIST]**

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

### 1.1 Contract Price

For each calendar month during the SOW Term, after the Service Commencement Date in respect of a Registered Community, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA in respect of such Registered Community shall be calculated as follows:

The Unit Price applicable to a Single-Family Dwelling Stop multiplied by the total number of Single-Family Dwelling Stops in Exhibit 2 Table 1 and the Unit Price applicable to a Multiple-Family Dwelling Stop multiplied by the total number of Multiple-Family Dwelling Stops in Exhibit 2 Table 2, for each Registered Community. For clarity, until Exhibit 2 and Exhibit 3 are amended or updated, the number of Single-Family Dwelling Stops listed in Exhibit 2 Table 1 and the number of Multiple-Family Dwelling Stops listed in Exhibit 2 Table 2 shall be used in the calculation of the Contract Price even if the number of Single-Family Dwelling Stops listed in Exhibit 2 Table 1 and/or the number of Multiple-Family Dwelling Stops listed in Exhibit 2 Table 2 are not the actual number of Single-Family Dwelling Stops and/or Multiple-Family Dwelling Stops.

For the purposes of this Statement of Work, "Unit Price" means the applicable Unit Price for the Registered Community applicable to the category of Single-Family Dwelling Stops and Multiple-Family Dwelling Stops, as set out in the attached pricing form.

**[NTD to MSA/SOW finalization: Attached to this Exhibit 5 will be the pricing form for the applicable Registered Community. The pricing form will include the applicable Unit Price for each category of Residential Premises.]**

### 1.2 Consumer Price Index Price Adjustment

- (a) Prior to the first payment to the Contractor for the month of April 2025, the Unit Price in the attached pricing form will be adjusted to account for changes in the Consumer Price Index since January 1, 2024. The adjustment shall be equal to the Unit Price multiplied by the year-over-year CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Unit Price.
- (b) For the first calendar month immediately following the first annual anniversary of the Service Commencement Date and for each subsequent annual anniversary, the Unit Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to the Unit Price for the prior year ("Prior Year") multiplied by the year-over-year CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Unit Price. An example is shown below:

Consumer Price Index Price Adjustment = Unit Price for the Prior Year x (CPI Change)

- (c) For the purposes of this Section 1.2 of Exhibit 5, "CPI Change" means (1) the average of the values for each of the prior twelve (12) calendar months for the Consumer Price Index, monthly, not seasonally adjusted – Alberta (Table 18-10-0004-13) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.23&cubeTimeFrame.startMonth=12&cubeTimeFrame.startYear=2023&referencePeriods=20231201%2C20231201>), up to and including the prior calendar month divided by (2) the average of the values for each of the prior twelve (12) calendar months for the Consumer Price Index, monthly, not seasonally adjusted – Alberta (Table 18-10-0004-13), up to and including the calendar month one (1) year prior to the prior calendar month.
- (d) The Consumer Price Index table used to determine the CPI Change shall be subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.



## Alberta Registered Community Compensation

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## Alberta Registered Community Compensation

### 1. Introduction

This document describes the approach to calculate the amount Circular Materials (CM) will pay a community with which it has an agreement to:

- Collect single-use products, packaging and paper products (PPP) at curbside and deliver collected material to a receiving facility; and/or
- Receive PPP from residents at drop-off depots; and
- If applicable, deliver PPP received at depots to a CM receiving facility; and
- As applicable, deliver local promotion and education (P&E).

The approach is designed to:

- Validate and build on the cost information previously provided by a community to CM;
- Utilize the community's audited financial information as recorded in the community's general ledger;
- Ensure that the manner in which compensation is determined is consistent, fair and equitable across all Alberta communities; and
- Ensure that compensation is based on actual costs to ensure community compensation aligns with producers' obligations under the Alberta EPR Regulation.

### 2. Approach to Compensation

Circular Materials will utilize the following steps to determine compensation to a community for PPP collection services:

*Step 1:* The community will provide:

- a) Its audited 2023 general ledger (GL) entries for the types of PPP collection services (curbside collection and/or depot collection<sup>1</sup>) provided to residents in 2023;
- b) The number of single-family dwellings, multi-unit dwellings and other locations receiving curbside collection in 2023; and
- c) Whether household hazardous waste was accepted at each of the community's staffed depots in 2023.

*Step 2:* CM will:

- a) Review the GL entries to confirm applicability to PPP;
- b) Ask questions of clarification, as appropriate;
- c) Identify expenditures that are wholly attributable to curbside collection of PPP and expenditures that are wholly attributable to depot collection of PPP (direct costs);
- d) Identify expenditures that include activities not associated with PPP and/or materials other than PPP (shared costs);

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<sup>1</sup> Depot collection could be solely operating the depot or it could include operating the depot and hauling the PPP collected at the depot to a CM receiving facility.



## Alberta Registered Community Compensation

- e) Apply a protocol to allocate a portion of shared costs attributable to PPP;
- f) Identify direct capital expenditures and the portion of shared capital expenditures attributable to PPP; and
- g) Apply a protocol to amortize capital costs associated with PPP to yield the annual amortized capital costs for PPP.

*Step 3:* To calculate a curbside collection cost per stop per month, CM will:

- a) Add (i) the direct curbside collection PPP costs, (ii) the portion of shared costs allocated to curbside collection of PPP and (iii) the direct annual amortized curbside collection capital costs and (iv) the portion of shared annual amortized curbside collection costs allocated to curbside collection of PPP to yield total 2023 PPP curbside collection costs;
- b) Add (i) the number of single-family dwellings, (ii) the number of multi-unit dwellings and (iii) the number of other locations that received curbside collection in 2023;
- c) Divide (a) by (b) to yield a curbside collection cost per stop in 2023; and
- d) Divide (c) by 12 to yield a curbside collection cost per month in 2023 (\$/stop/month).

*Step 4:* For depot collection cost per month, CM will:

- a) Add (i) the direct depot collection PPP costs, (ii) the portion of shared costs allocated to depot collection of PPP and (iii) the direct annual amortized depot collection capital costs and (iv) the portion of shared annual amortized depot collection costs allocated to depot collection of PPP to yield total 2023 PPP depot collection costs;
- b) Divide (a) by 12 to yield a depot collection cost per month in 2023 (\$/month).

*Step 5:* CM will apply a two-phase protocol to escalate the 2023 curbside collection cost per stop per month and the 2023 depot collection cost per month to (i) August 1, 2024 for purposes of the execution version of the agreement, and (ii) from August 1, 2024 to April 1, 2025 prior to the first payment to the community under the executed agreement.

*Step 6:* CM will:

- a) Enter the 2023 curbside collection cost per stop per month escalated to August 1, 2024 as the compensation in the Curbside Collection Statement of Work;
- b) Enter the 2023 depot collection cost per month escalated to August 1, 2024 as the compensation in the Depot Collection Statement of Work; and
- c) Provide the calculation of the compensation entered into the applicable agreement to the community.

### 3. Sources of Information

#### 3.1 Community General Ledger



### **Alberta Registered Community Compensation**

Municipalities record expenses and revenue in a financial accounting system that includes a general ledger. A municipality's annual financial records are audited by an accredited, professional auditor. This third-party audit verifies for Circular Materials that the information in the general ledger accurately reflects the community's financial transactions.

Utilizing the general ledger entries related to PPP as the basis for the compensation ensures that producers are paying communities for their actual costs to provide PPP collection services.

A community wishing to provide curbside collection and/or depot collection services under the EPR system will be required to submit the following general ledger information to CM:

- Data from the following types of funds
  - General operating fund
  - Any other fund that includes costs related to PPP
- Data for assets utilized to deliver PPP collection services
  - Buildings if utilized for PPP
  - Equipment if utilized for PPP
  - Vehicles if utilized for PPP
- Data for liabilities/expenses associated with delivery of PPP collection services
  - Wages and benefits for municipal staff undertaking PPP collection activities
  - Repair and maintenance of buildings utilized for PPP
  - Utilities for the buildings utilized for PPP
  - Repair and maintenance of equipment utilized for PPP
  - Repair and maintenance of vehicles utilized for PPP
  - Diesel fuel for the equipment and/or vehicles utilized for PPP
  - Natural gas for the equipment and/or vehicles utilized for PPP
  - Licenses and permits applicable to PPP collection services
  - Insurance for buildings, equipment and/or vehicles utilized for PPP
  - Equipment rental if utilized for PPP
  - Supplies if utilized for PPP
  - Payments to contractors retained to provide PPP collection services
- Revenue associated with delivery of PPP collection services
  - Sale of collection containers to residents (if applicable)
  - Tip fees at depots paid by residents to drop off PPP (if applicable)
  - Grants received to support PPP collection services (if applicable)

Where the liabilities/expenses are shared across a range of services including but not limited to PPP, the community may also submit information to support a change to the assumed



section.

**Alberta Registered Community Compensation**

allocation percentage that will be applied to identify the portion of the shared cost that represents PPP costs as set out in the following





## Alberta Registered Community Compensation

### 3.2 Curbside and Depot Services

In order to calculate a cost per stop in 2023, a community submitting its general ledger information to CM will also be required to submit the number of single-family dwellings, multi-unit dwellings and other locations receiving curbside collection in 2023.

In order to determine the allocation percentages to apply to depot costs, a community submitting its general ledger information to CM will also be required to identify whether household hazardous waste is accepted at each of the community's staffed depots.

#### 3.2 Methodology to Allocate Shared Costs

GL expenditures that are wholly for collection of PPP from single-family dwellings and multi-family dwellings are not subject to allocation.

GL expenditures that include costs to collect PPP from single-family dwellings and multi-family dwellings as well as one or more of the following costs are subject to allocation:

- Costs to collect PPP from locations that are not single-family dwellings and multi-family dwellings; Costs to collect, receive, transfer, consolidate and/or process materials that are not PPP; Costs to receive, transfer, consolidate and/or process curbside collected PPP;
- Costs to transfer, consolidate and/or process depot collected PPP; and
- Costs to deliver, manage and administer other community services.

The following approaches and allocation percentage will be applied to allocate shared costs.

Administrative Staff Wages and Benefits	Approach	Assumed Allocation Percentage	Process to Adjust Assumed Allocation Percentage
Director	Percentage of time spent on PPP collection activities	5%	Community may submit time sheets for staff positions to support a revised Allocation Percentage
Manager		10%	
Co-ordinator		10%	
Support staff		10%	





## Alberta Registered Community Compensation

Administrative Staff Wages and Benefits	Approach	Assumed Allocation Percentage	Process to Adjust Assumed Allocation Percentage
Call centre staff		10%	

Curbside Collection	Approach	Assumed Allocation Percentage	Process to Adjust Assumed Allocation Percentage
Curbside collection costs (including amortized capital costs, staff wages and benefits) where a vehicle is used to co-collect PPP and another material (e.g., garbage or organics) on the same route	Percentage of vehicle capacity dedicated to PPP	40%	Community may submit tonnes of PPP collected in 2023 and tonnes of the other material co-collected with PPP in 2023 to support a revised Allocation Percentage
Curbside collection costs (including amortized capital costs, staff wages and benefits) where a vehicle is used to collect PPP on certain days/routes and another material (e.g., garbage or organics) on other days/routes	Days/routes dedicated to PPP as percentage of all days/routes serviced by vehicle	25%	Community may submit tonnes of PPP collected in 2023 and tonnes of the other material collected in 2023 on the same vehicle on another day/route to support a revised Allocation Percentage
Contracted curbside collection costs where the contractor price includes PPP and other collection services	Quantity of PPP as a percentage of total weight of materials collected under contract	25%	Community may submit tonnes of PPP collected in 2023 and tonnes of the other material(s) collected in 2023 under the single price contract to support a revised Allocation Percentage
Maintenance building and maintenance costs where PPP and other vehicles are maintained	PPP vehicles as a percentage of total vehicles	25%	Community may submit number of PPP vehicles and total number of collection vehicles to support a revised Allocation Percentage



## Alberta Registered Community Compensation

Vehicle storage building where PPP and other vehicles are parked	PPP vehicles as a percentage of total vehicles	25%	Community may submit number of PPP vehicles and total number of collection vehicles to support a revised Allocation Percentage
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<b>Depot Collection</b>	<b>Approach</b>	<b>Assumed Allocation Percentage</b>	<b>Process to Adjust Assumed Allocation Percentage</b>
Depot operating costs (including amortized capital costs, staff wages and benefits) where a depot accepts PPP and other materials excluding HHW	Quantity of PPP as a percentage of total weight of materials received at depot location	20%	Community may submit tonnes of PPP received in 2023 and tonnes of other materials received in 2023 to support a revised Allocation Percentage
Depot operating costs (including amortized capital costs, staff wages and benefits) where a depot accepts PPP and other materials including HHW	Quantity of PPP as a percentage of total weight of materials received at depot location	10%	Community may submit tonnes of PPP received in 2023 and tonnes of other materials received in 2023 to support a revised Allocation Percentage
Depot operating costs (including amortized capital costs, staff wages and benefits) that include receiving, consolidation, transfer and processing of PPP	Quantity of PPP as a percentage of total weight of materials received at depot location	10%	Community may submit tonnes of PPP received in 2023, tonnes of other materials received in 2023 and tonnes of PPP processed in 2023 to support a revised Allocation Percentage
Contracted depot operations costs where the contractor price includes PPP and other depot collection services excluding HHW collection services	Quantity of PPP as a percentage of total weight of materials collected under contract	20%	Community may submit tonnes of PPP collected in 2023 and tonnes of the other material(s) collected in 2023 under the single price contract to support a revised Allocation Percentage



## Alberta Registered Community Compensation

Depot Collection	Approach	Assumed Allocation Percentage	Process to Adjust Assumed Allocation Percentage
Contracted depot hauling costs where the contractor price includes PPP and other depot hauling services	Quantity of PPP as a percentage of total weight of materials collected under contract	20%	Community may submit tonnes of PPP collected in 2023 and tonnes of the other material(s) collected in 2023 under the single price contract to support a revised Allocation Percentage
Amortized depot building costs where a depot accepts PPP and other materials excluding HHW	Floor space used for PPP as a percentage of total floor space	20%	Community may submit depot building floor plan with dimensions showing areas for PPP collection and other areas to support a revised Allocation Percentage
Amortized depot building costs where a depot accepts PPP and other materials including HHW	Floor space used for PPP as a percentage of total floor space	10%	Community may submit depot building floor plan with dimensions showing areas for PPP collection and other areas and a comparison of building specifications for non-HHW and HHW portions of the building to support a revised Allocation Percentage
Amortized depot equipment costs where the equipment is used for PPP and other materials	Quantity of PPP as a percentage of total weight of materials received at depot location	20%	Community may submit tonnes of PPP received in 2023 and tonnes of other materials received in 2023 to support a revised Allocation Percentage

### 3.3 Methodology to Amortize Capital Costs





## Alberta Registered Community Compensation

Capital costs associated with PPP collection services will be amortized as follows:

Asset	Life-Span	Annual Amortization
New building	20 years	Straight line depreciation over 20 years (capital cost divided by 20)
Major modification to existing building	10 years	Straight line depreciation over 10 years (capital cost divided by 10)
Minor modification to existing building	5 years	Straight line depreciation over 5 years (capital cost divided by 5)
Curbside collection vehicle	10 years	Straight line depreciation over 10 years (capital cost divided by 10)
Retrofit to curbside collection vehicle <sup>2</sup>	Remaining life of collection vehicle	Straight line depreciation over remaining life of collection vehicle (capital cost divided by remaining life of collection vehicle)
Curbside collection boxes	3 years	Straight line depreciation over 3 years (capital cost divided by 3)
Curbside collection carts	10 years	Straight line depreciation over 10 years (capital cost divided by 10)
Depot collection carts	10 years	Straight line depreciation over 10 years (capital cost divided by 10)
Depot collection compactors	20 years	Straight line depreciation over 20 years (capital cost divided by 20)
Depot collection roll-off containers	20 years	Straight line depreciation over 20 years (capital cost divided by 20)
Depot collection front-end containers	20 years	Straight line depreciation over 20 years (capital cost divided by 20)

### 3.4 Methodology to Escalate 2023 Costs to April 1, 2025

#### Curbside Collection Cost

A community's curbside collection cost per stop per month in 2023 will be escalated to April 1, 2025 as follows:

- The 2023 cost per stop per month will be escalated using 2.5% for purposes of entering the compensation in the Statement of Work for execution; and

<sup>2</sup> For example, adding a cart tipper.



### **Alberta Registered Community Compensation**

- The compensation in the executed Statement of Work will be escalated using the percentage change in the CPI Index published on January 1, 2024 and the CPI Index<sup>4</sup> published on January 1, 2025 (the latest published index prior to April 1, 2025) for purposes of the first payment due to the community in April 2025.

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<sup>4</sup> "CPI Index" means the Consumer Price Index (All items), monthly, not seasonally adjusted – Alberta (Table 18-10-0004-01) (Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>).





## Alberta Registered Community Compensation

The following table displays the CPI Index calculation:

CPI Component	2023 curbside \$/stop/month	X	2.5% for purposes of compensation in the executed SoW
			% change in the CPI index from January 1, 2024 to April 1, 2025

### Depot Collection Cost

A community's depot collection cost per month in 2023 will be escalated to April 1, 2025 as follows:

- The 2023 cost per month will be escalated using 2.5% for purposes of entering the compensation in the Statement of Work for execution; and
- The compensation in the executed Statement of Work will be escalated using the percentage change in the CPI Index published on January 1, 2024 and the CPI Index published on January 1, 2025 (the latest published index prior to April 1, 2025) for purposes of the first payment due to the community in April 2025.

The following table displays the CPI Index calculation:

CPI Component	2023 depot \$/month	2.5% for purposes of compensation in the executed SoW
		% change in the CPI index from January 1, 2024 to April 1, 2025

### 4. Applying Compensation

The curbside collection cost per stop per month entered in the executed Statement of Work escalated to April 1, 2025 will be applied to the number of single-family dwellings and multi-family dwellings listed in the Statement of Work. The curbside collection cost per stop per month will be the rate of compensation per stop per month for the term of the contract, subject to escalation as set out in the contract. The number of single-family dwellings and multi-family dwellings listed in the Statement of Work will be the most current data available at the time the Statement of Work is prepared for execution. The number of



### **Alberta Registered Community Compensation**

single-family dwellings and multi-family dwellings listed in the Statement of Work will be updated during the term of the contract to reflect natural growth.

The depot collection cost per month entered in the executed Statement of Work escalated to April 1, 2025 will be the rate of compensation per month for the term of the contract, subject to escalation as set out in the contract.

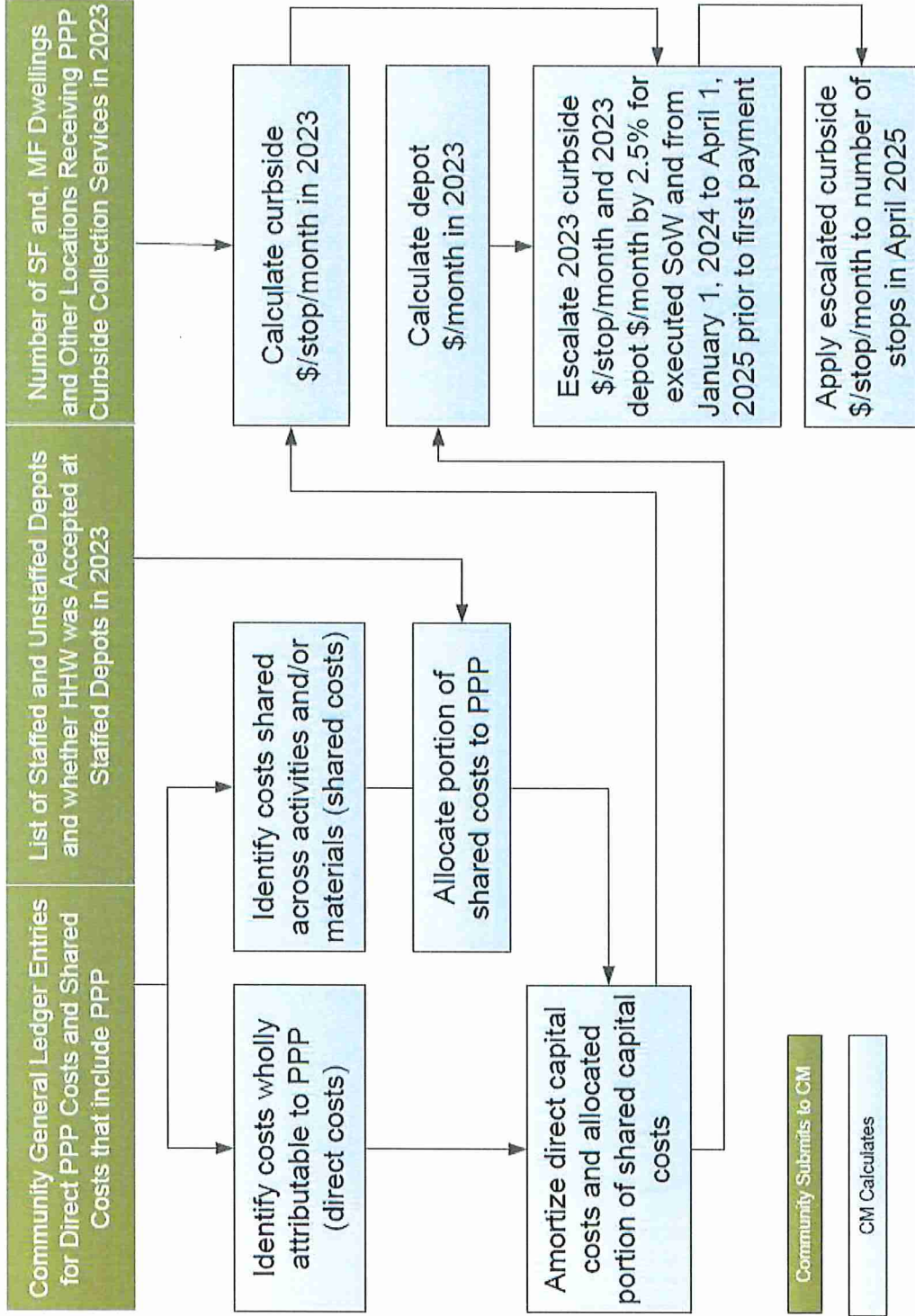
#### **5. Summary**

The following graphic summarizes the process to calculate the compensation to a community for providing curbside collection of PPP and/or depot collection of PPP.



# Alberta Registered Community Compensation

## Registered Community Compensation Calculation



Community Submits to CM

CM Calculates



# Alberta Transition to EPR for Packaging and Paper Products

## Community Resource Guide





# Transition Operational Models

Registered communities can choose between two service models for the administration of their recycling programs once Alberta transitions to EPR.

## OPT-IN SERVICE MODEL (formerly indirect model)

**Community** will continue managing current recycling **collection contract**.



**Payment** provided by Circular Materials based on a **cost per stop**.



**Community** will manage **customer service** under **current contract**.



**Community** will continue to **manage P&E** with support from Circular Materials, and a top-up will be provided for P&E and contract administration.



## OPT-OUT SERVICE MODEL (formerly direct model)

**Circular Materials** will manage **collection and post-collection** responsibilities for the recycling program.

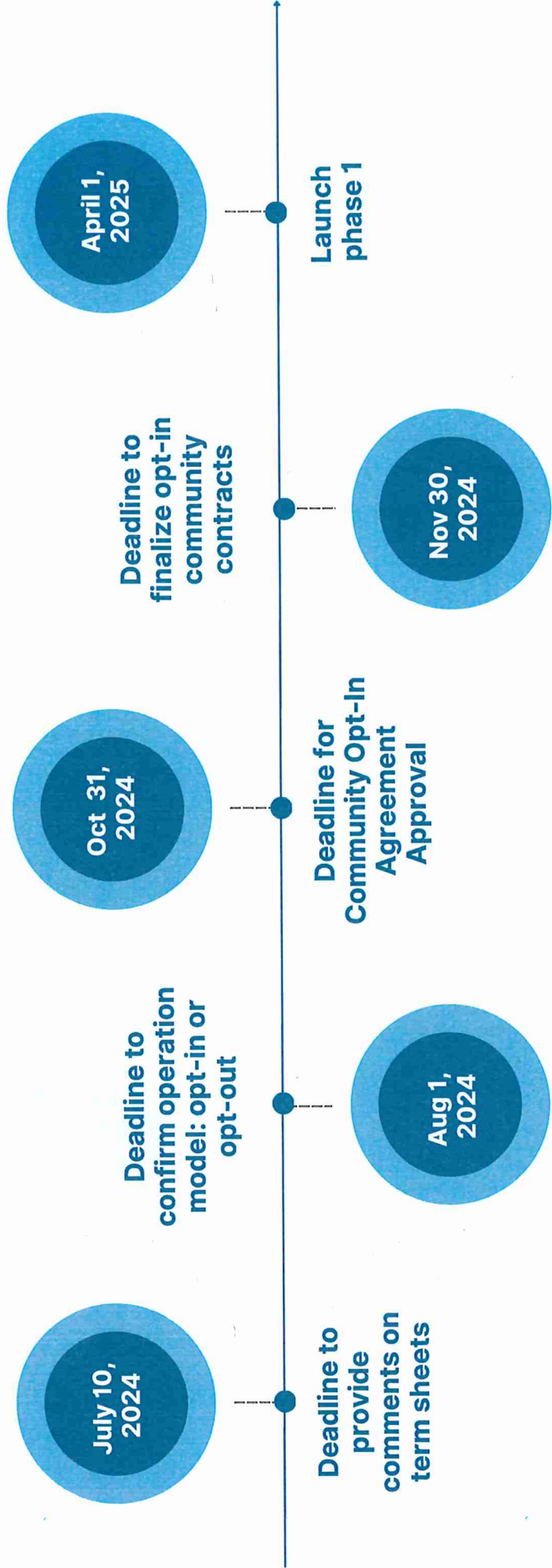
**Circular Materials** will negotiate directly with a **collection service provider** and administer the **collection contract**.

The **collection service provider** will be responsible for **customer service**, with escalated inquiries managed by Circular Materials.

**Circular Materials** will directly **lead P&E** in **collaboration with the community**.

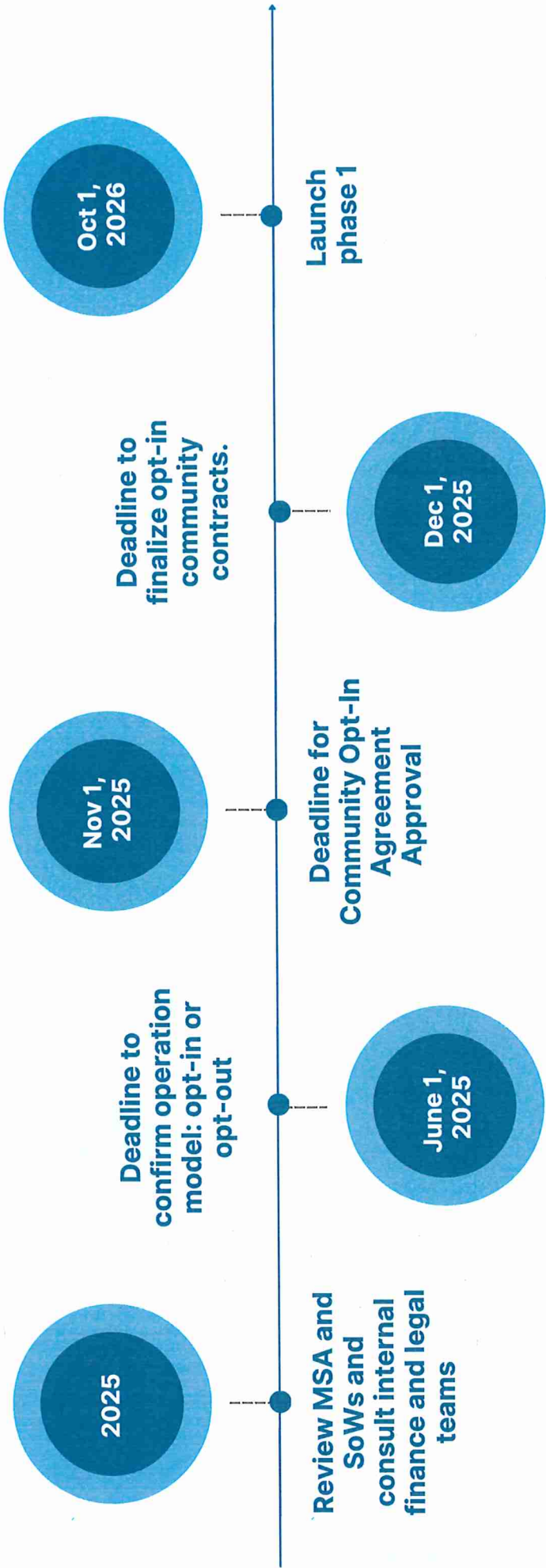
# Alberta Community Deadlines & Actions

## Phase 1: Launch April 1, 2025



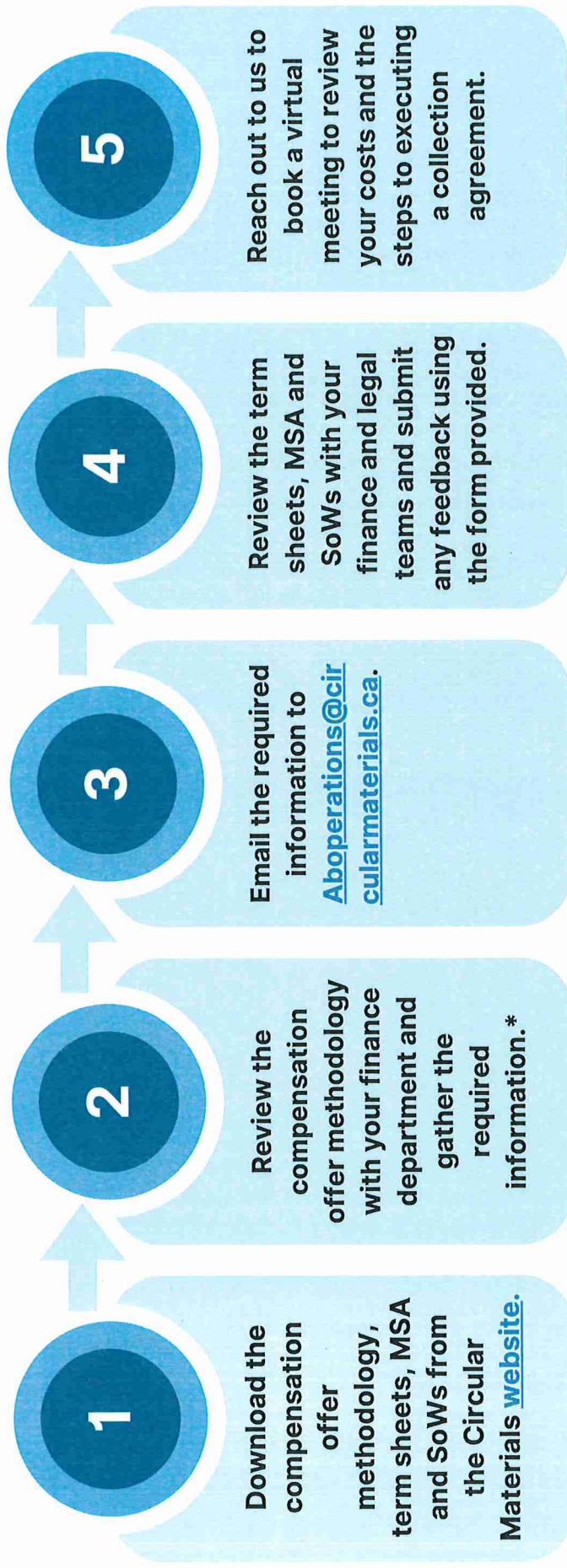
# Alberta Community Deadlines & Actions

## Phase 2: Launch October 1, 2026





# Process to Opt-in



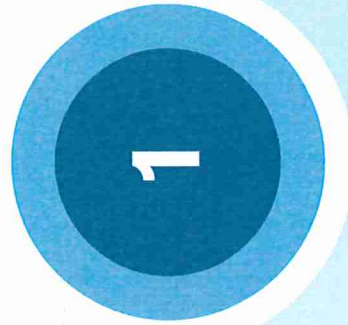
**\*Required information:**

- Your 2023 General Ledger entries for curbside and depot collection costs.
- The total number of curbside locations serviced (single-family dwellings, multi-family dwellings and IC&I locations serviced on curbside routes).
- A list of staffed and unstaffed depots identifying those that accept HHW.

**All required information to be sent to [Aboperations@circularmaterials.ca](mailto:Aboperations@circularmaterials.ca).**



# Process to Opt-out



Notify Circular Materials of your intention to opt-out as soon as possible via email: [ABoperations@circularmaterials.ca](mailto:ABoperations@circularmaterials.ca).



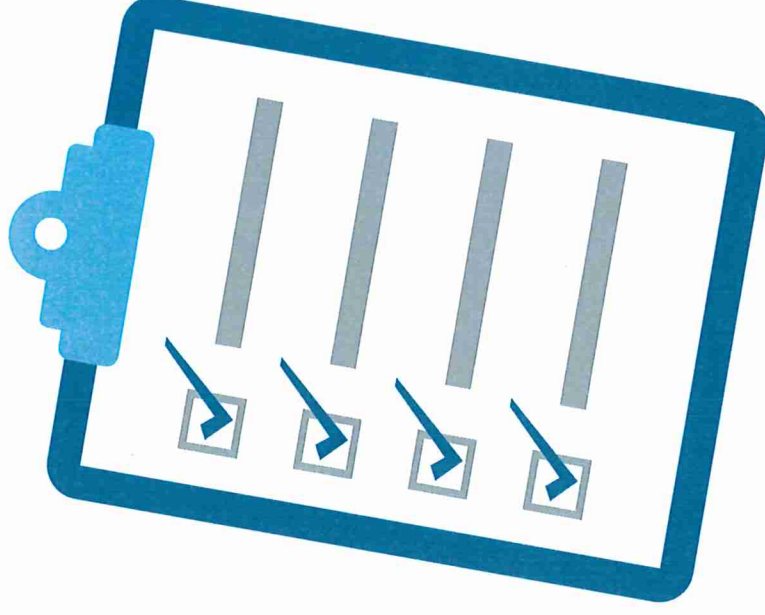
We will reach out to the incumbent contractor in your community to initiate discussions or to an alternative service provider if required.



Our Marketing team will reach out to you to discuss the approach to us directly leading promotion and education.

# Community Checklist

- Review the term sheets** and provide feedback by July 10, 2024.
- Confirm your **preference for opt-in or opt-out** by August 1, 2024.
- Opt-in communities to **provide general ledger verification** and other required documents by August 1, 2024
- Opt-in communities to review term sheets, MSA and SOWs** with finance and legal teams and schedule meeting with Circular Materials to review next steps.
- Attain council approval** for opt-in community agreements by October 31, 2024.







**Get in touch:**

[ABoperations@circularmaterials.ca](mailto:ABoperations@circularmaterials.ca)

[circularmaterials.ca/AB](https://www.cicularmaterials.ca/AB)