

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

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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: ●

This statement of work (“Statement of Work”) is given pursuant to Section 3.1 of the Master Services Agreement (“MSA”), made as of ● BETWEEN ● (“Contractor”) and Circular Materials, a federal not-for-profit corporation, having a place of business at 1881 Yonge Street, Suite 800, Toronto ON M4S 3C4, operating as Circular Materials Ontario (“CMO”, and with the Contractor, each a “Party” and collectively the “Parties”), with an effective date of ● (“Statement of Work Effective Date”).

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

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4, the Contractor shall perform the Work required by this Statement of Work for all Eligible Sources located within the applicable Eligible Community listed in Exhibit 4 ~~that are in existence on such date.~~ For clarity, the Contractor shall perform the Work required by this Statement of Work for an Eligible Source located within an Eligible Community listed in Exhibit 4 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Eligible Source is not included in the number of Eligible Sources listed in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor’s other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4 until December 31, 2025. ~~CMO Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor, by Change Order, may extend this Statement of Work for up to three (3) further periods of one (1) year each, by issuing a written notice to the Contractor not less than ninety (90) calendar days before the expiration of the initial term or any such additional term or terms.~~ Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor, by Change Order, may extend this Statement of Work for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the “SoW Term”.
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.65 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Eligible Sources;
 - iii. Exhibit 3 – Blue Box Material Accepted in Collection System;
 - iv. Exhibit 4 – Service Commencement Dates; and
 - v. Exhibit 5 – Compensation.

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

[Contractor]

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

[CMO]

By: _____
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We have authority to bind CMO

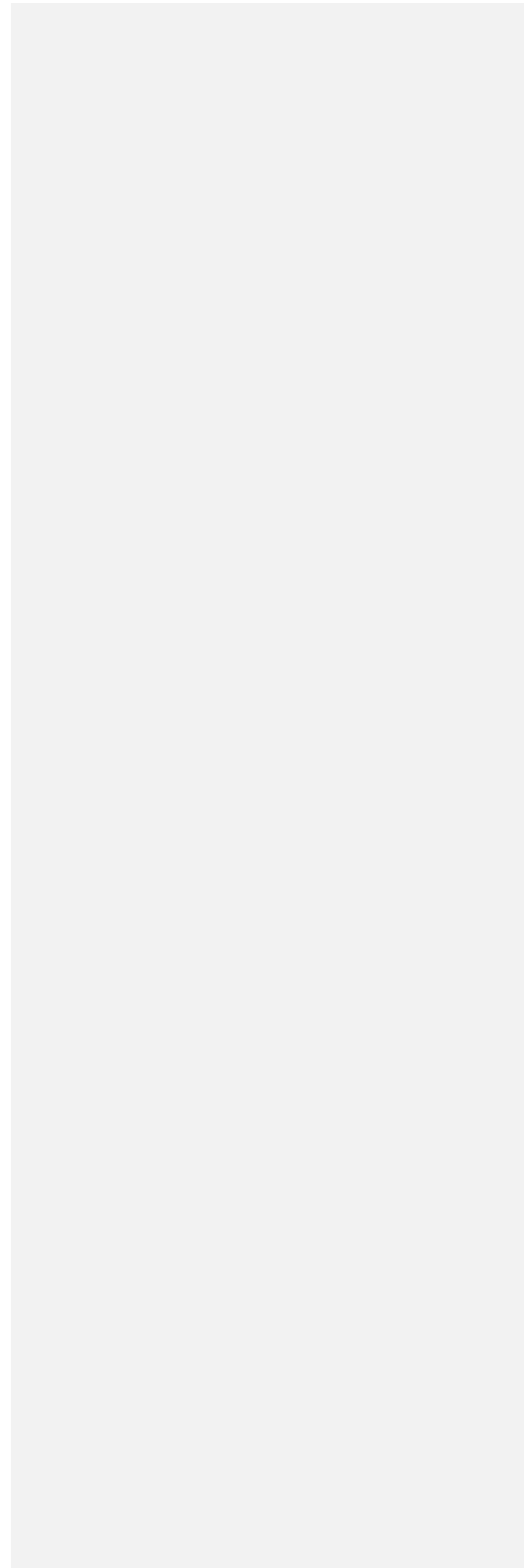


EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

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

“FACILITY” has the meaning set out in the Regulation

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

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

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

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

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

ARTICLE 2
SCOPE OF PROMOTION AND EDUCATION SERVICES

2.1 Scope of Promotion and Education Services

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

ARTICLE 3
SERVICE PROVISION

3.1 Service Provision

- (a) The Contractor will have primary responsibility for providing persons associated with Eligible Sources information about collection services, including:
- (i) where the Contractor is providing Residence and Facility collection:
 - the days and times that collection service is provided;
 - a list of Blue Box Material that may be deposited into blue box receptacles;
 - a list of materials that may not be deposited into blue box receptacles;
 - a description of how blue box receptacles can be replaced, or how additional blue box receptacles can be requested; and
 - a telephone number and email address, at which persons may receive responses to questions or concerns relating to collection.
 - (ii) Where the Contractor is providing Depot collection:
 - the location of every depot collection site and its hours of operation;
 - a list of blue box material that may be delivered to the depots;
 - a list of materials that may not be included with Blue Box Material when delivered to the depots; and
 - a telephone number and email address, at which persons may receive responses to questions or concerns relating to collection.
 - (iii) Where the Contractor is providing Public Space collection:
 - general descriptions of public space locations at which receptacles for Blue Box Material are available;
 - a list of blue box material that may be placed into public space receptacles for Blue Box Material;
 - a list of materials that may not be placed into public space receptacles for Blue Box Material; and
 - a telephone number and email address, at which persons may receive responses to questions or concerns relating to collection.
- (b) The Contractor will utilize the Blue Box Material categories and terminology in Exhibit 2 Blue Box Material Accepted in Collection System in communications with Eligible Sources.

ARTICLE 4
DOCUMENTATION AND PAYMENT

4.1 Documentation and Payment

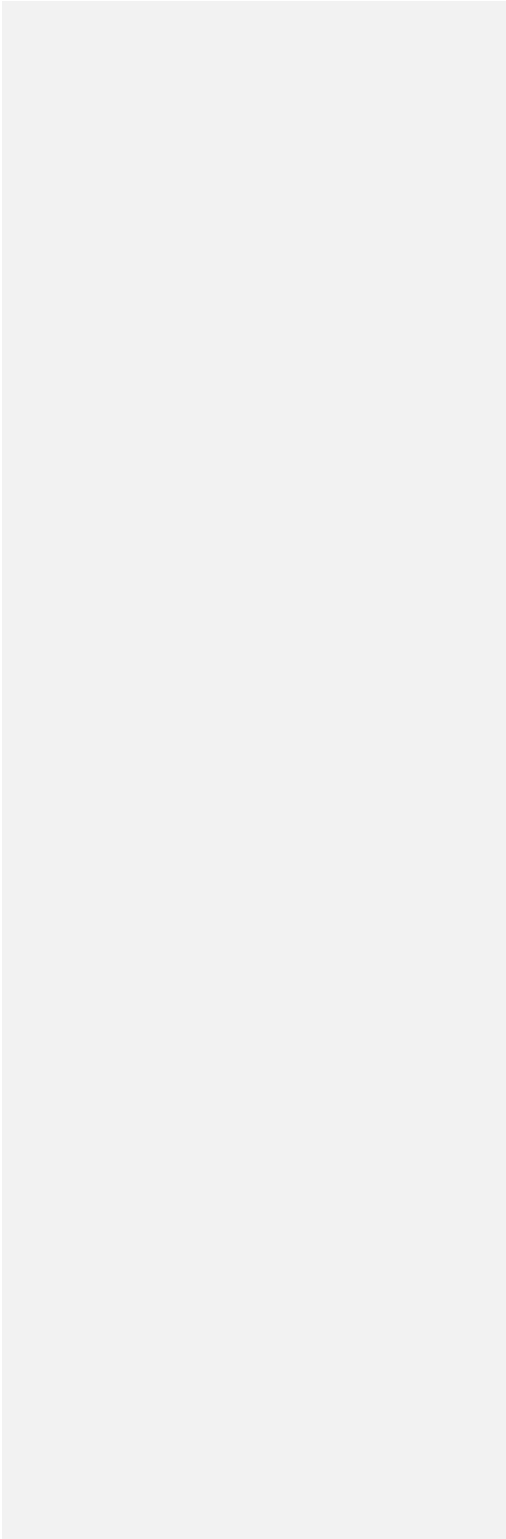
- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and, ~~in accordance with Section 6.2(c) of the MSA,~~ shall include ~~the following,~~ in respect of the period covered by the applicable monthly work report, the total number of Eligible Sources.
 - ~~(c) — Number of Eligible Sources (Exhibit 2).~~
 - ~~(d)~~(c) For clarity, the Contractor may only be paid for Work under this Statement of Work every ~~three (3)~~ calendar ~~months~~month provided the Contractor has submitted monthly work reports in accordance with Section 4.1(a) of this Exhibit 1 for such ~~three (3)~~ calendar month-period.
 - ~~(e)~~(d) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

EXHIBIT 2: ELIGIBLE SOURCES

No.	Eligible Community	Number of Residences Receiving Residence Collection	Number of Residences Receiving Depot-Only Collection	Number of Facilities Receiving Facility Collection	Total Number of Eligible Sources Receiving Residence and Facility Collection Services	Total Number of Eligible Sources Receiving Depot-Only Collection Services
1.						
2.						
3.						

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

EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM



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Eligible Community

~~Applicable Exceptions for an Eligible Community that collected the materials listed below prior to the Statement of Work Effective Date (Transition Date) and will continue to collect the materials listed below for such Eligible Community after the Statement of Work Effective Date (Transition Date)~~
Blue Box Material accepted by the Eligible Community for this Statement of Work

be r 31 r 20 25			
	Column #2		Column #4
	Material and Description		
2		Do Not Include	
Paper Product	Newspapers, inserts and flyers Daily and community newspapers and advertising flyers		Plastic bags

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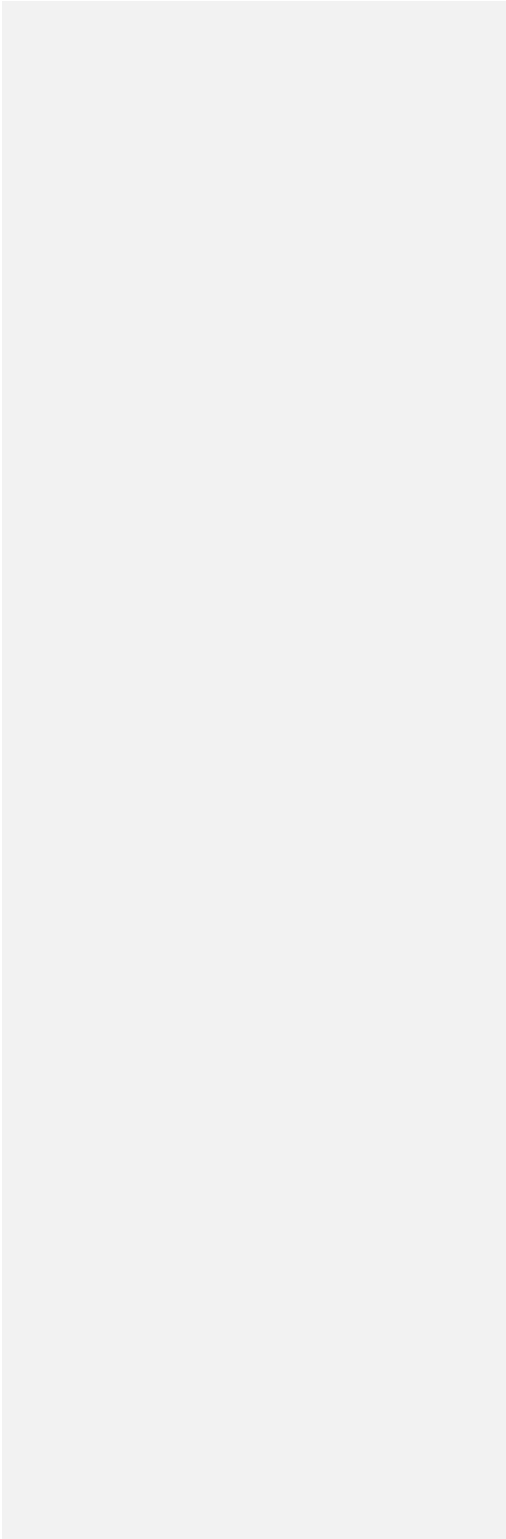
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Paper Product	Magazines and catalogues		
	All types		
Paper Product	Telephone books	H	a

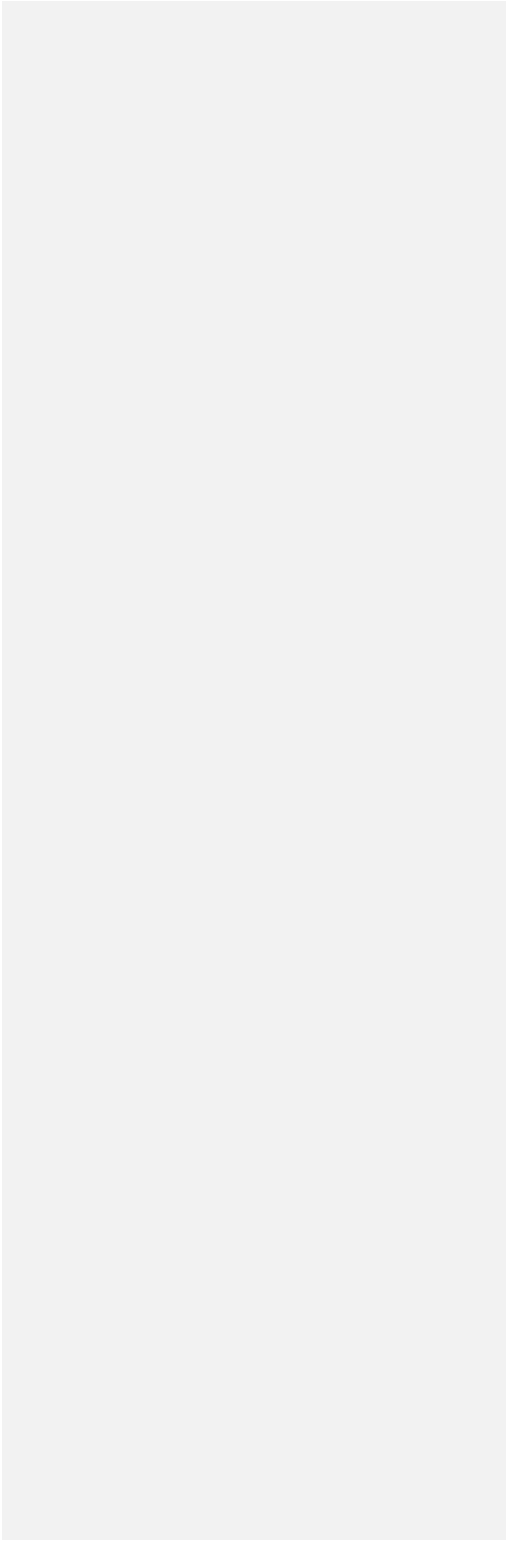
	Phone books, directories	r d e e v e r e r p a p e r b a e k b o o k s (d o n a t e o r s e t t i n g)	
Paper Product	<p>Writing home/office paper, correspondence, calendars, product assembly instructions, user guides, warranty cards and safety information; printed material provided at point of sale; statements from banks, credit card companies and utility companies; greeting cards</p> <p>Note pads; loose leaf paper; white or coloured computer copier and printer paper; printed paper; plain and window envelopes; shredded paper</p> <p>Place shredded paper securely inside a paper bag or box (to prevent litter) and include with your paper recycling.</p>		
Paper Packaging	Corrugated cardboard boxes	€	Car

	<p>Shipping boxes, grocery and corrugated boxes used to package consumer goods, pizza boxes, etc.</p> <p>Empty Boxes: Flatten large corrugated boxes and cut down to no larger than 30" wide (78 cm) X 30" tall (78 cm), staples and tape OK</p>	<p>a r d b o a r d b o x e s w i t h w a x e c e l l u l o s e s w i t h w a x e c e l l u l o s e s</p>
Paper Packaging	<p>Cardboard/boxboard</p> <p>Boxes for cereal, shoes, tissues, pizza, frozen entrees, desserts, detergent, etc. Carrier trays for bulk bottled water, soft drinks, cans, food, etc.</p> <p>Cores for paper towel and toilet tissue.</p> <p>Flatten and place boxboard directly into the collection container, not inside another box</p> <p>Remove liner bags and food residue</p>	
Paper Packaging	<p>Moulded boxboard packaging</p> <p>Egg cartons, take out beverage trays, empty paper based garden pots, etc</p>	<p>D i r t i c t o r y</p>

		P o ts	
Paper Packaging	<p>Paper bags (kraft paper)</p> <p>Any colour, including brown grocery sacks, white prescription bags, brown envelopes</p>	Pa adde ded env elo pes fill ed wit h ma teri al oth er tha n pap er, foil - lined bags (e.g. paper bags used for kits)	



		Multi-layered paper bags	
Paper Packaging	Multi-layer paper bags Multi-layered paper bags for flour, sugar, etc.		Bags with foil layer, etc. bags with ha



		<p>plastic layer, plastic - lined paper or withe aplas stiele ayer</p>
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<p>Items in Column # 4 if items in Column # 3 were accepted by an eligible community prior to transition</p>		
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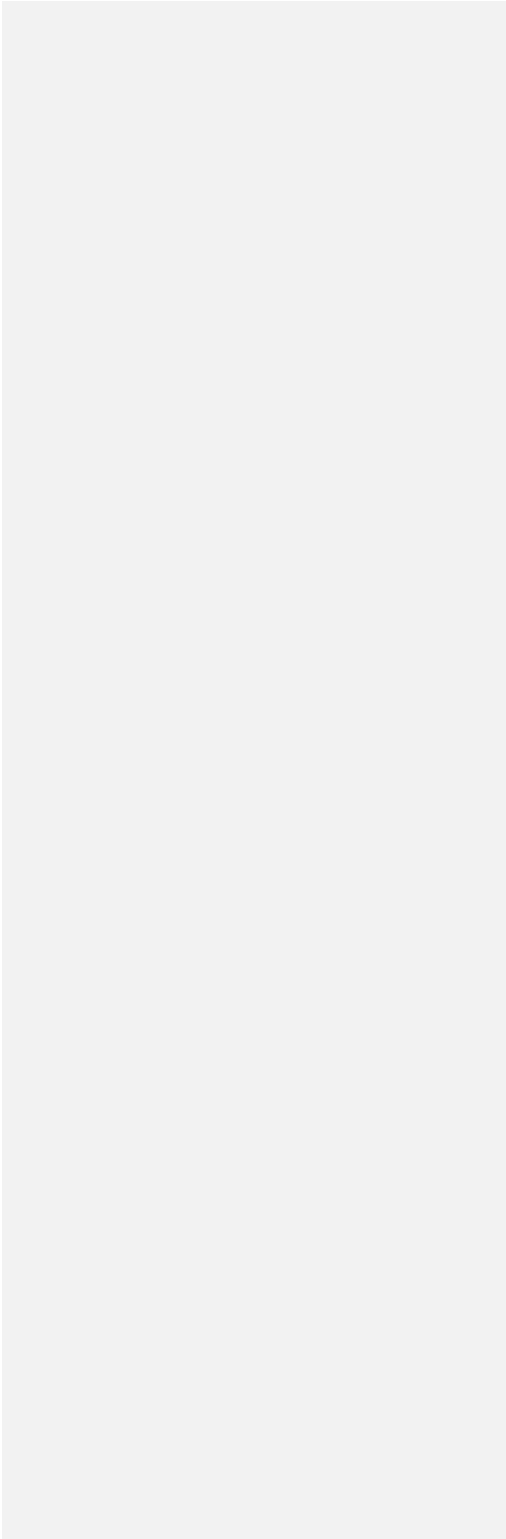
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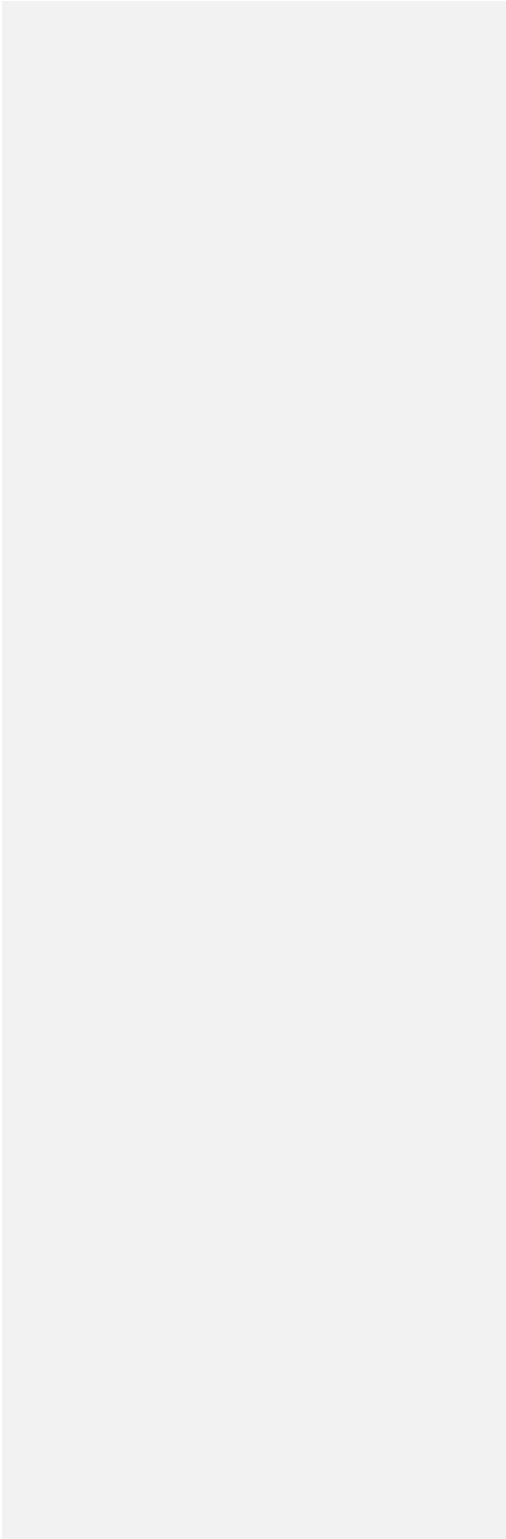


Paper Packaging	Gable-top cartons For non alcoholic beverages, dairy, cream, substitute eggs, sugar, molasses, etc. • Empty and rinse cartons			
Paper Packaging	Aseptic boxes or cartons and straws For non alcoholic beverages as well as cream, soup, broth, sauces, etc. • Add loose to recycling container	S	Sta	nd-
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Paper Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	I t e m s i n C o l u m # 4 i f i t e m s i n C o l u m # 3 w e r e : Fro zen des ert pap er tub s and bo xes - pap er tak e- out box es for qui ck ser vie ce foo ds For ice cre am, fro zen yog urt, ete.

		Empty and reusable containers
Metal Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	Empty

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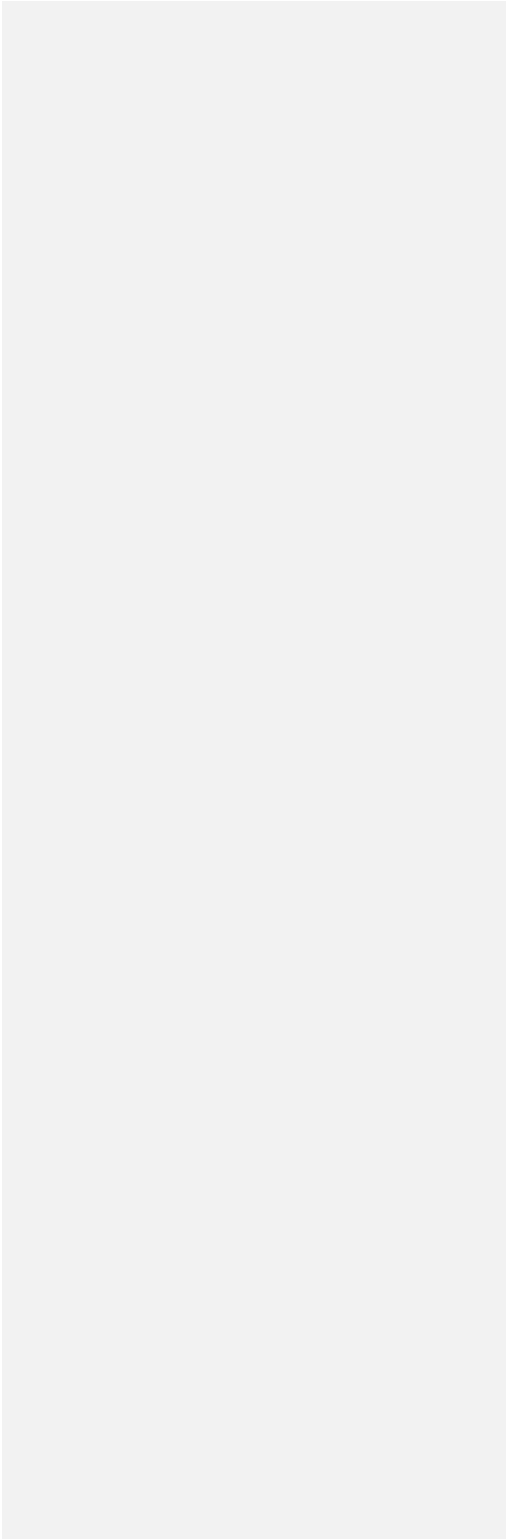


		S i b l e e m m u n i t y P r i e r t e t r a n s i t i e n
Metal Packaging	<p>Spiral-wound cans and metal lids</p> <p>For frozen juice concentrate, potato chips, cookie and pastry dough, coffee, nuts, baby formula, etc.</p>	
Metal Packaging	<p>Steel cans and lids</p> <p>For food including pet food; tins for cookies, tea, chocolates, etc.; include metal lid</p> <ul style="list-style-type: none"> • Empty and rinse cans • Labels OK • Put metal lid inside can and squeeze slightly 	S t e e l P a i n t e a n s

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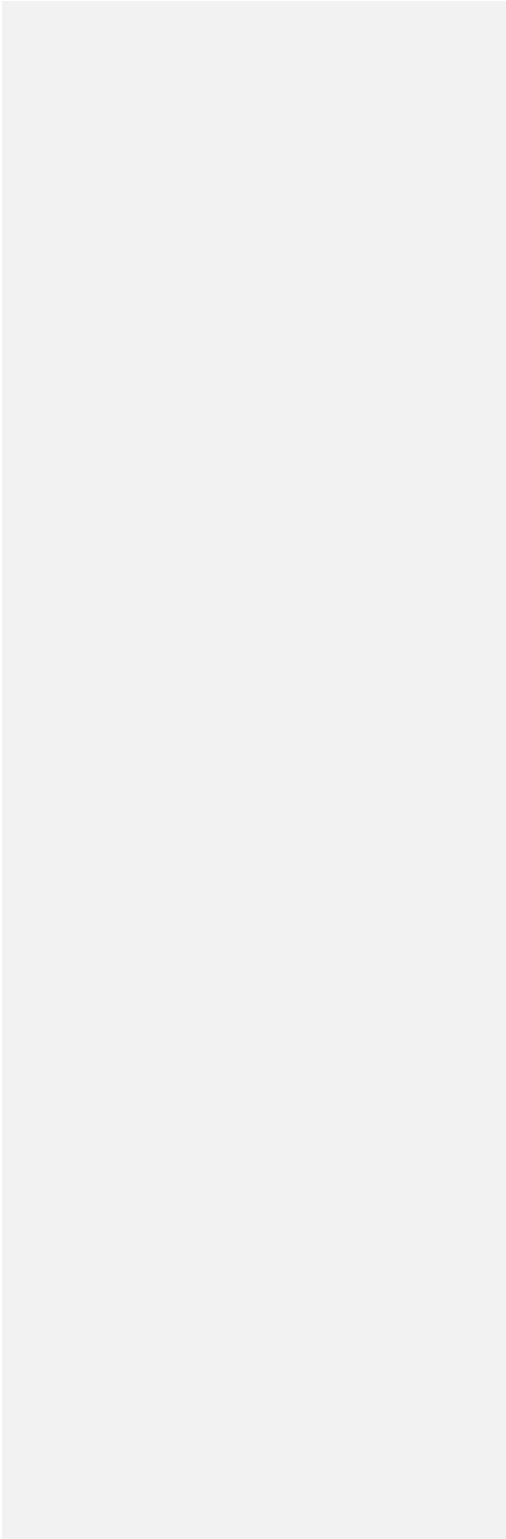
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Metal Packaging	<p>Aluminum cans and lids</p> <p>For non-alcoholic beverages, food, e.g. seafood, cat food, etc.</p> <ul style="list-style-type: none"> • Empty and rinse cans • Labels OK 	P r e p a n



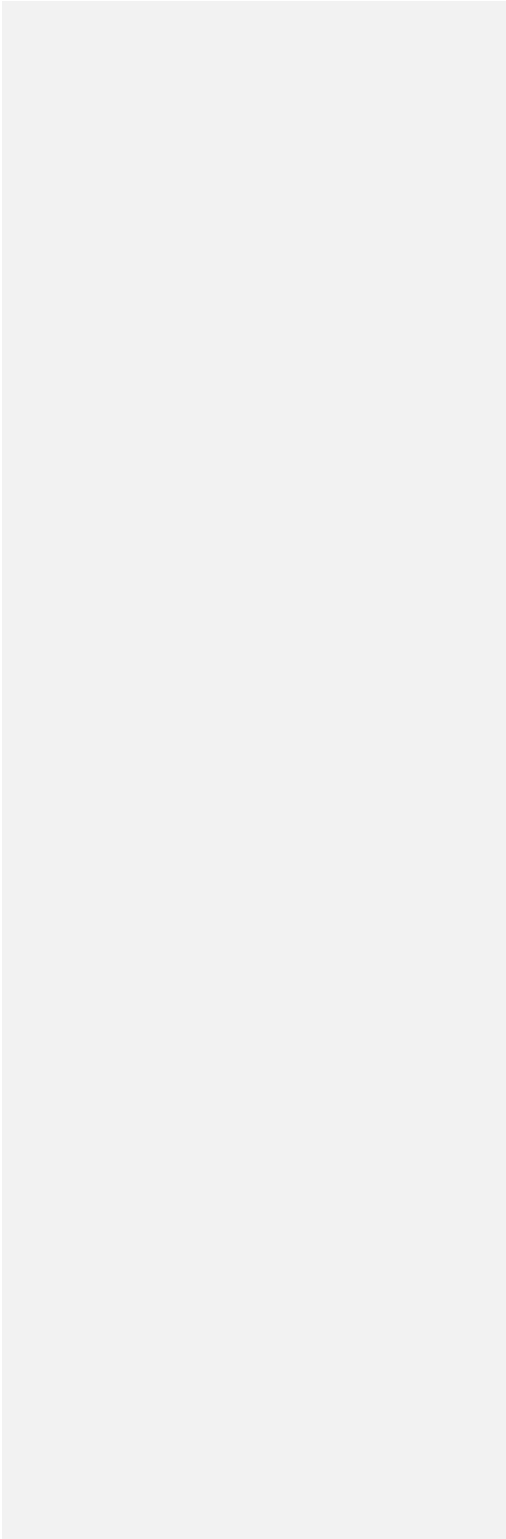
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Plastic Packaging	<p>Plastic jugs with screw tops</p> <p>For cooking oil, laundry detergent, fabric softener, body-care products, etc.</p> <ul style="list-style-type: none"> • Empty and rinse jugs • Labels OK 	C e n t a i n e r s f e



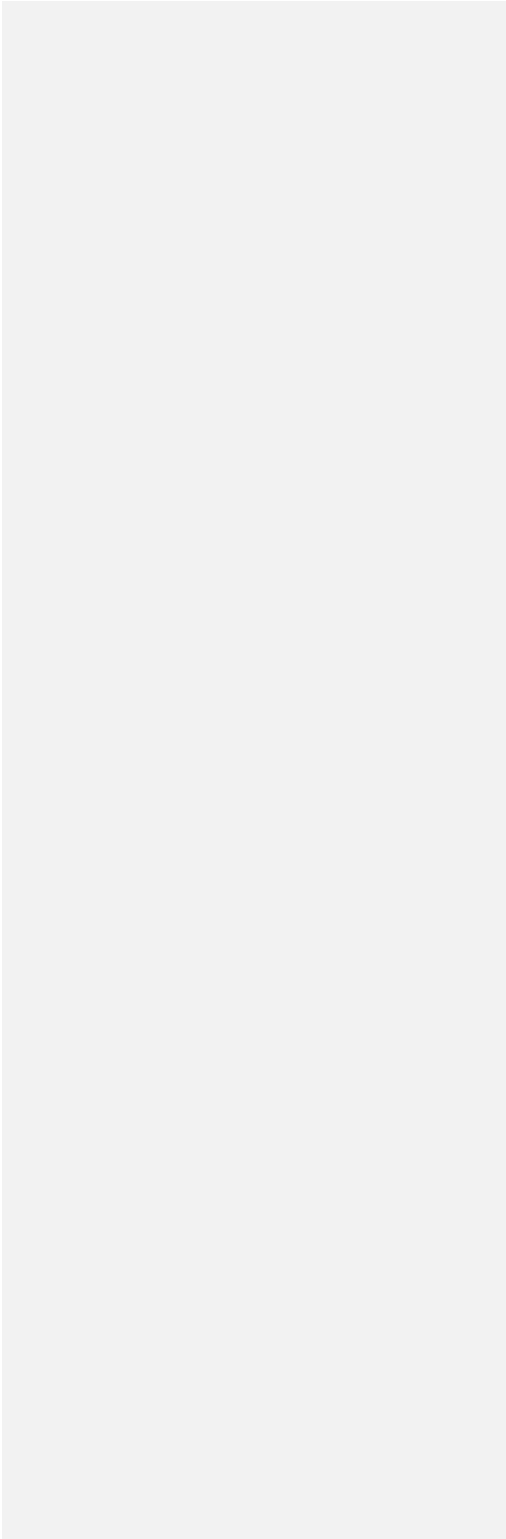
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Plastic Packaging	<p>Plastic clamshells</p> <p>For baked goods, fruit, produce, eggs, etc. Containers are clear with hinged or click-closed tops.</p> <ul style="list-style-type: none"> Empty and rinse containers 	P a c k a g e

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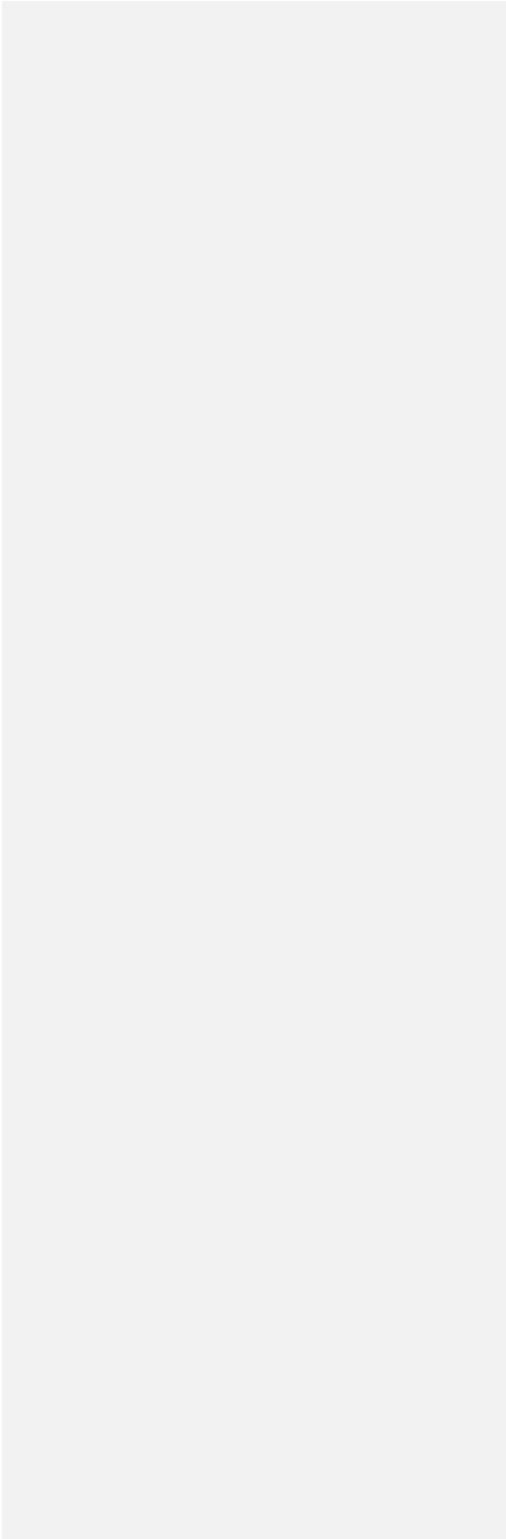
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Plastic Packaging	<p>Plastic jars and lids</p> <p>For peanut butter, jam, nuts, condiments, vitamins and supplements, personal care products and cosmetics, etc.</p> <ul style="list-style-type: none"> • Plastic jars have wide mouths with screw-top lids • Empty and rinse jars • Labels OK 	<p>Plastic Packaging</p> <p>Includes with other Flexible Plastic Packaging Standards and Zipper Lock Pouches</p>	



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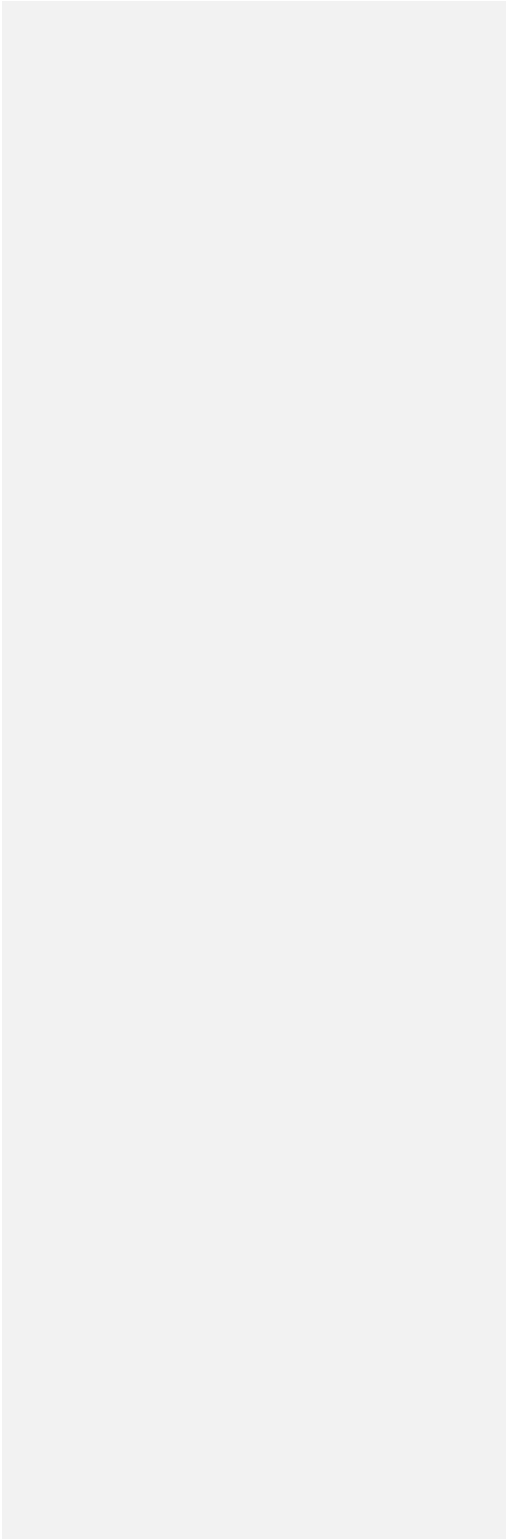
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	<p>Plastic bottles and caps</p> <p>For non-alcoholic beverages, food, dish soap, mouthwash, shampoos, conditioners and other personal care products, vitamins, laundry products, household cleaners, etc.</p> <ul style="list-style-type: none"> • Plastic bottles have screw caps, spray pump or pull-up tops • Empty and rinse bottles • Labels OK 	P l a s t i c b o t t l e s (r e f r e s h w a t e r b o t t l e s) ; s t a n d - u p p e r l o c a l p o s t e r s ;	Sta nd- up pe t e r b o t t l e s ; Fl e x i b l e Pl a s t i c P a c k a g i n g ; Sta nd- up a n d Z i p p e r L o c a l P o s t e r s ; h e s

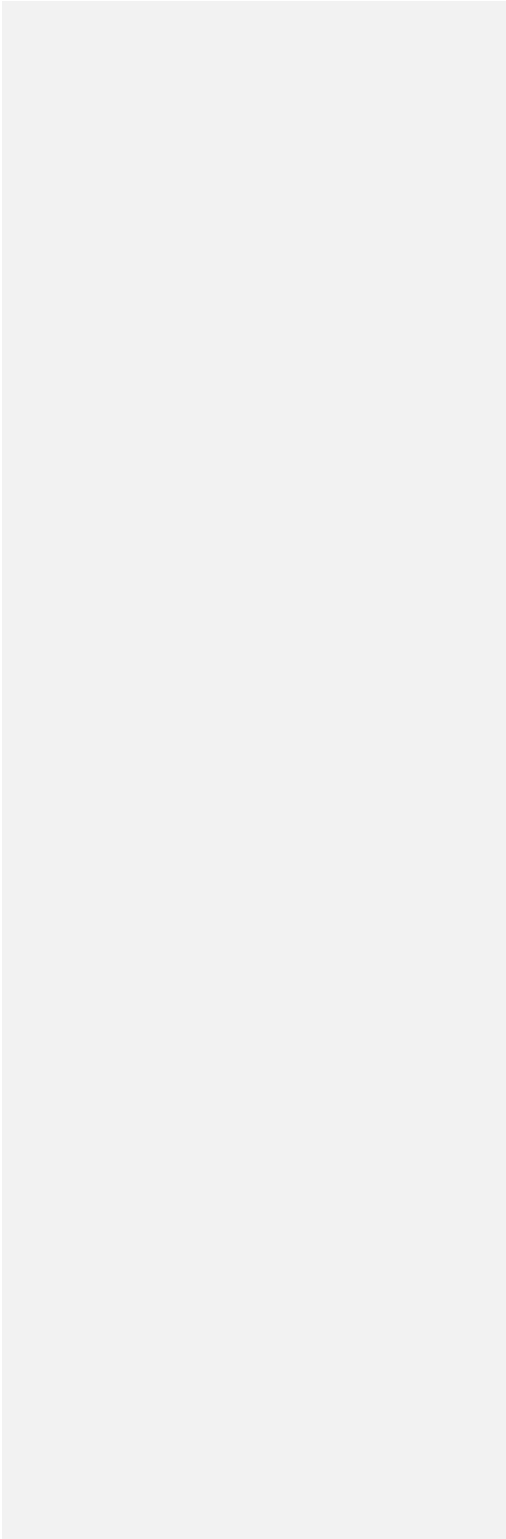


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		P e s t i f i e d e s o r a n t i f r e e z e p r o d u c t s
Plastic Packaging	<p>Plastic trays and tops and cutlery</p> <p>For deli chicken, single serve meals, prepared foods, baked goods, housewares and hardware, e.g. screws, picture hangers, etc.</p> <ul style="list-style-type: none"> • Containers are clear or have black bottom trays with clear domes • Empty and rinse trays 	W h i t e ; b l a c k o r c o l o r e d p l a s t i c p a c k a g i n g f o r p e r i s h a b l e

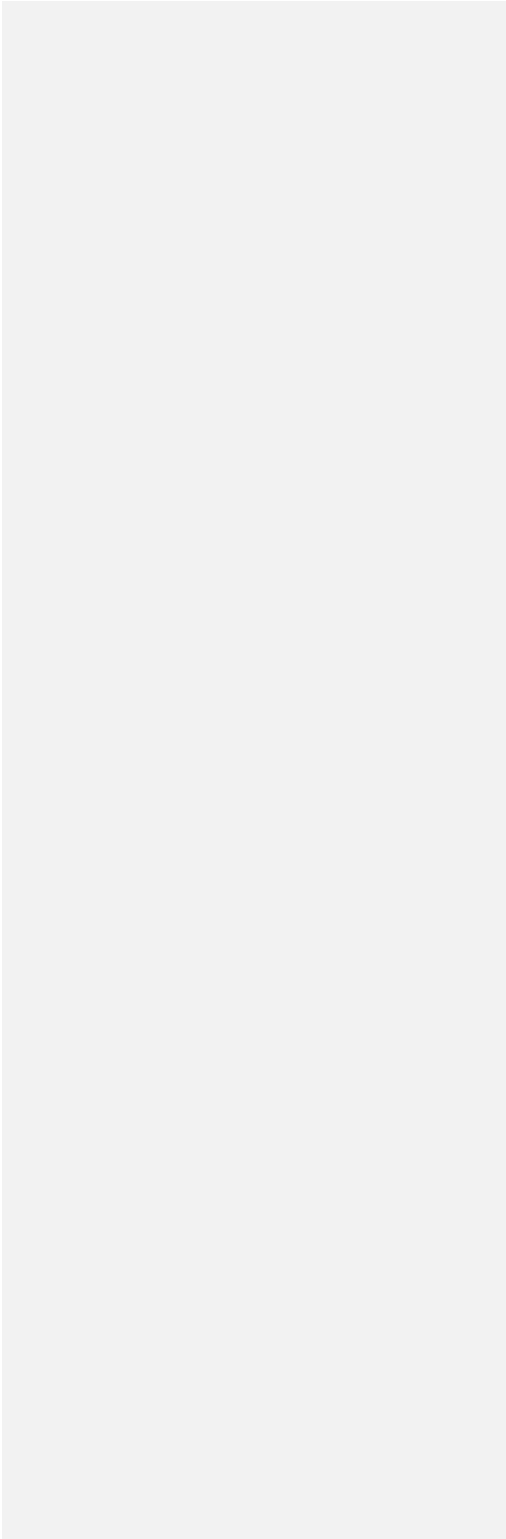


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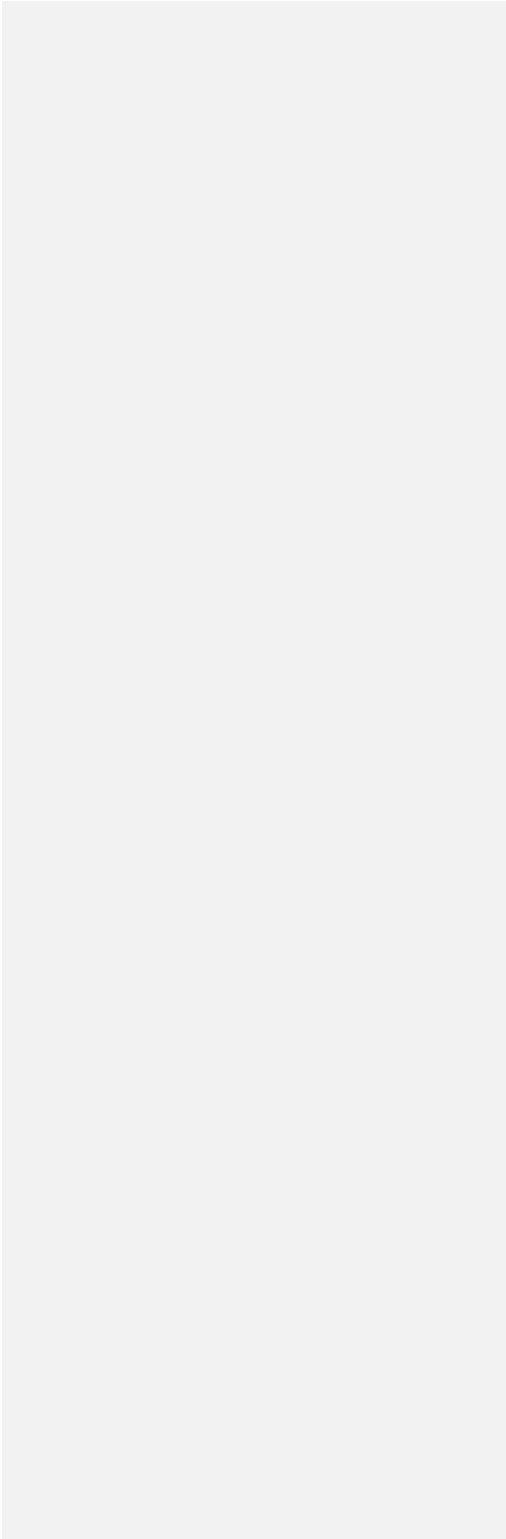


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		<p>H S S H H a n d p H I S</p>
Plastic Packaging	<p>Plastic tubs and lids</p> <p>For margarine, spreads, yogurt, cottage cheese, sour cream, ice cream, etc.</p> <ul style="list-style-type: none"> • Empty and rinse tubs • For single-use coffee and tea pods: Empty and rinse pods. 	<p>P a e k a S i n S I a b e H e d b i e d e S r a d a b I e o r e e H p e s t a</p>



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Plastic Packaging	Plastic cold drink cups with lids and straws	



Beverage take-out cups

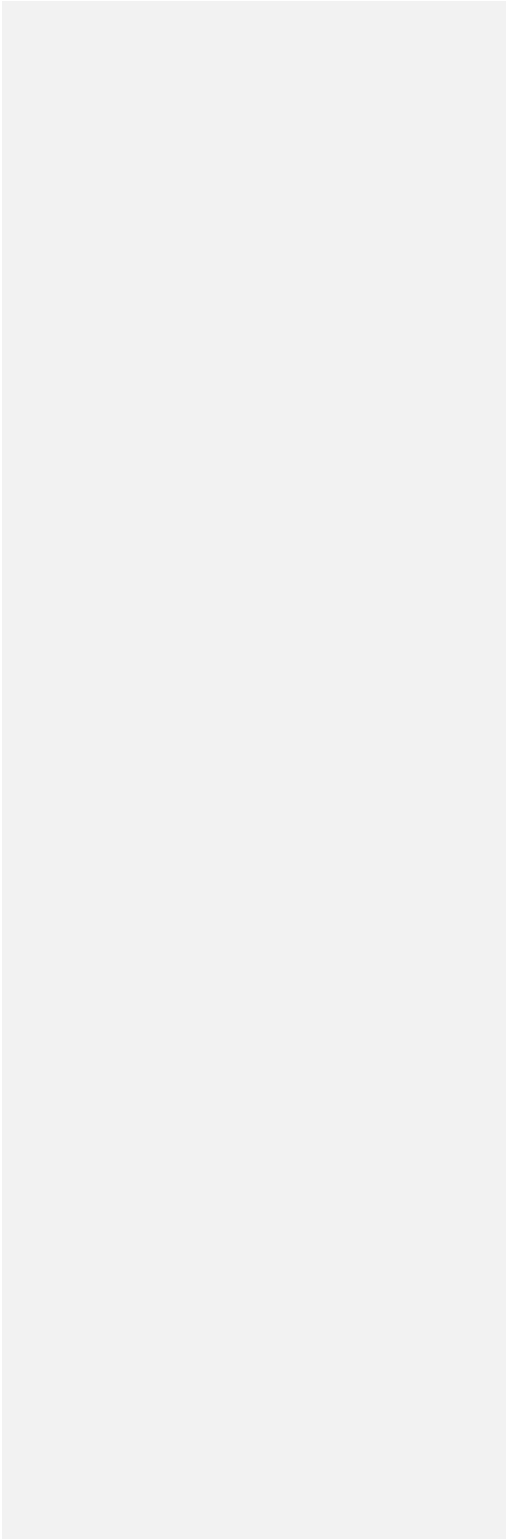
- Empty and rinse cups

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		n e l u d e w i t h g r e e n w a s t e r i f a p p l i c a b l e)
Plastic Packaging	<p>Plastic garden pots and trays</p> <p>For bedding plants, seedlings, vegetable plants, etc.</p> <ul style="list-style-type: none"> Remove remaining soil from garden pots and trays. 	C e r a m i c p l a n t p e t

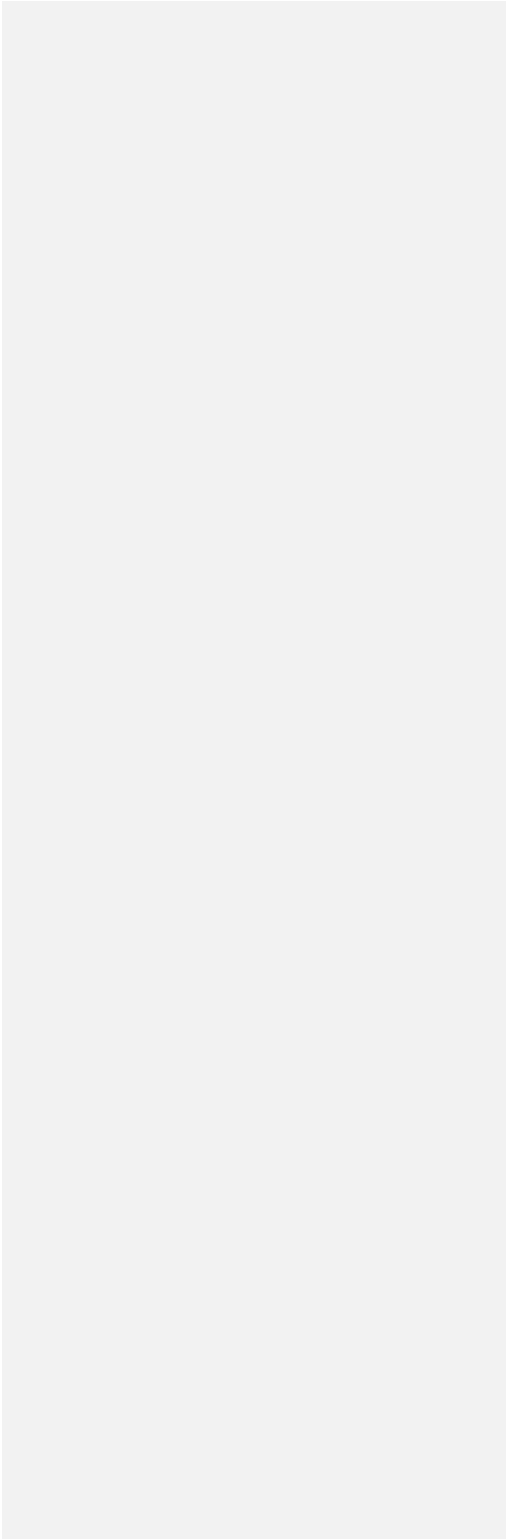
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Plastic Packaging	<p>Plastic Pails</p> <p>For laundry detergent, ice cream, pet food, etc.</p> <p>• Pails that are less than 25L</p>	p l a s t i c p a i l s l a r g e r t h a

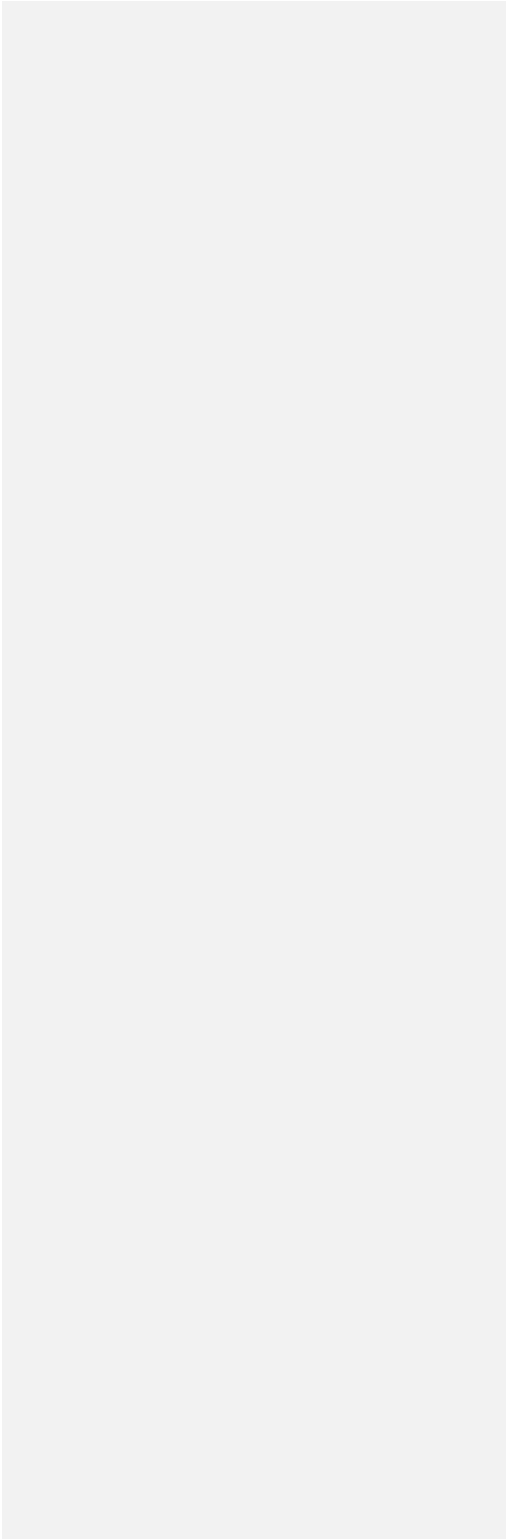


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		P a i n t P a i l s w i t h e n t e n t s r e m a i n i n g
Plastic Packaging	Microwavable bowls and cups and plastic cutlery For soups and entrees	B o w l s w i t h m e t a l r i f i n g



		m s r n a p k i n s (i n e l t u d e w i t h s r e e n w a s t e r i f a p p l i e a b l e)
Glass Packaging	Glass bottles and jars Clear or coloured. Check with your recycling collector for instructions	D r i



- Empty and rinse bottles and jars. Labels OK
- Include lids with container recycling

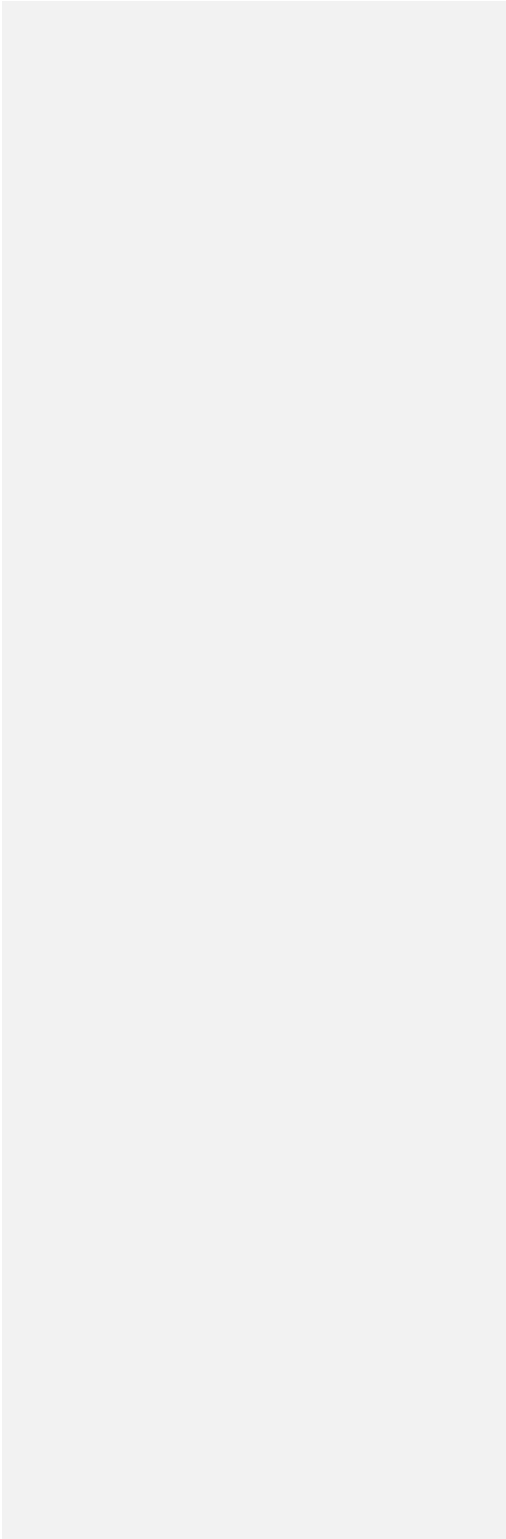
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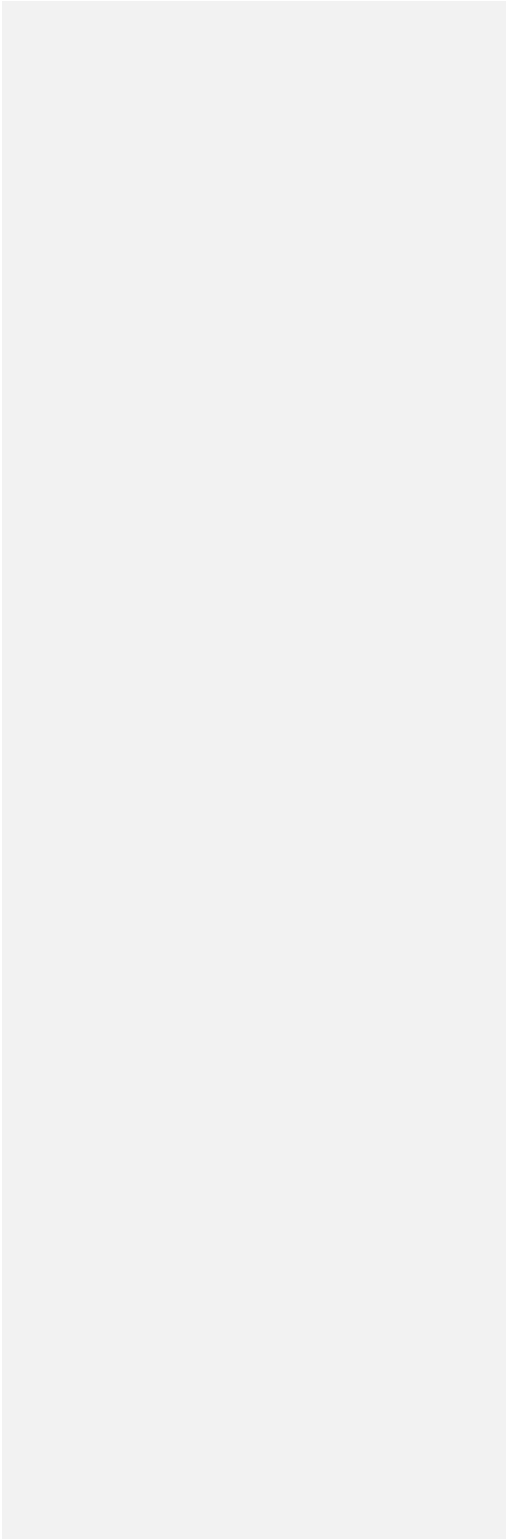
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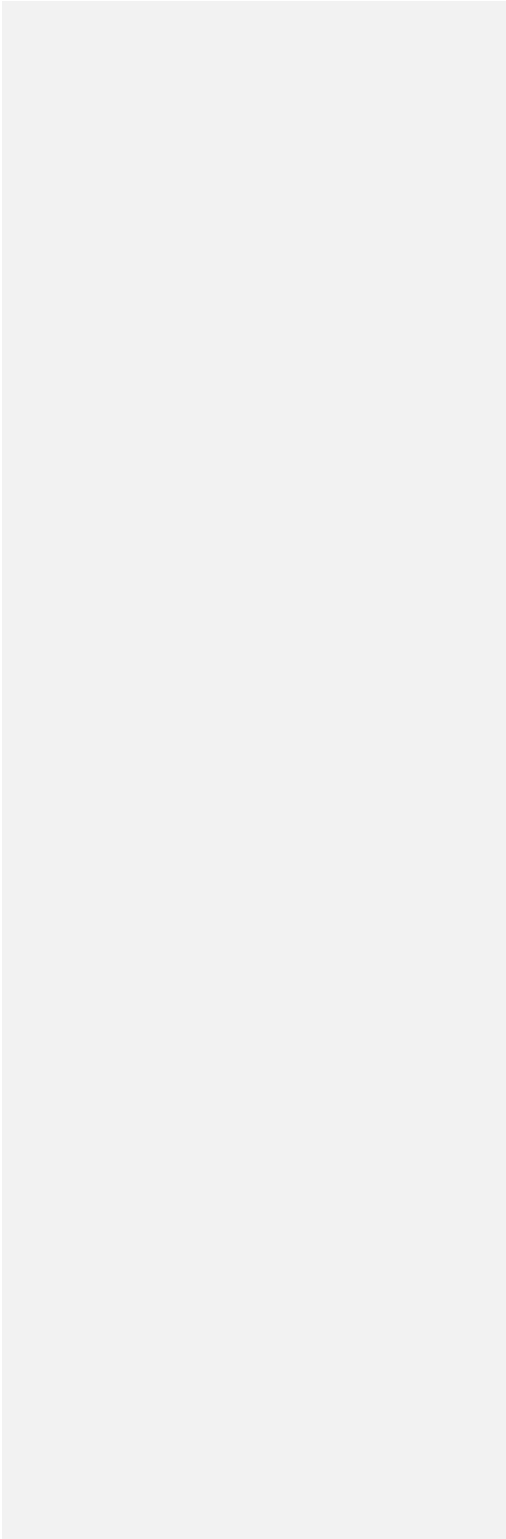
		u t b s a n d l i g h t f i x t u r e s
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	I t e m s i n C o l u m # 4 i f i t e m s i n C o l u m # 3 a r e a c c e p t e d b y a n e l i g i b l e c o m m u n i t y p r i o r t o t r a n s i t i o n



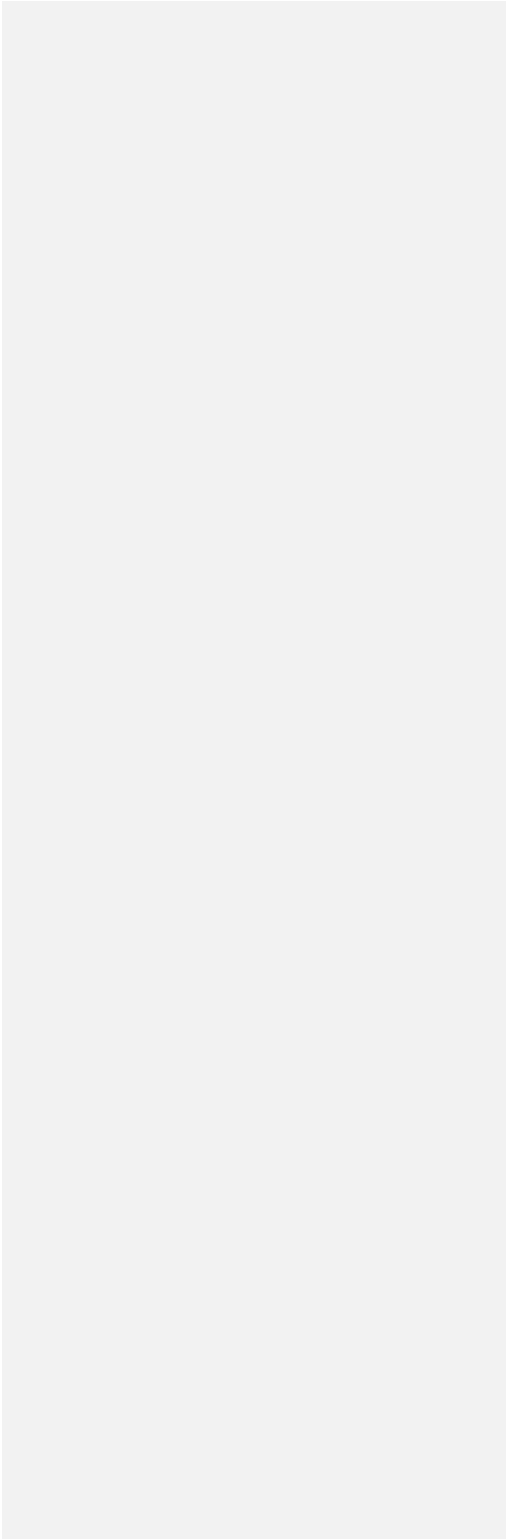
		n a # ni 3 n w gr e br r e e a a d e n e e e w p s t p e a d p b er y s a a n n e d l fl i y s er i s b b l a e s e s o fo m r m pr u od n ue i er t dr y y p bu r tk i fo o od r s t an o d t m r es a t n fr s oz i en
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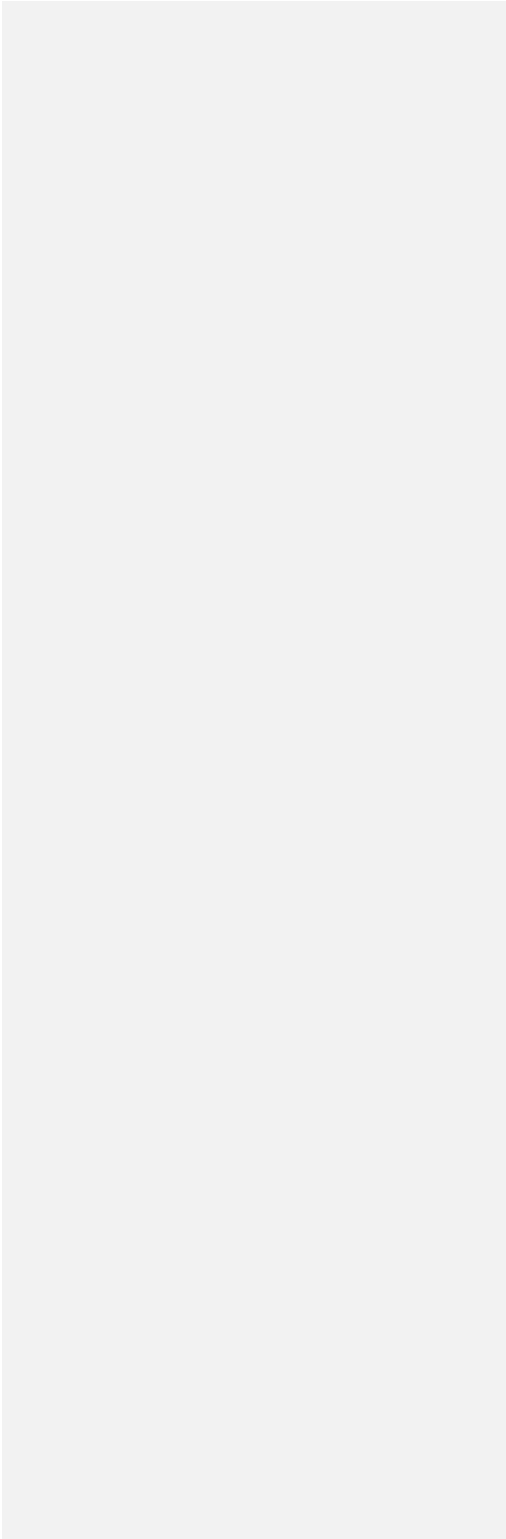
		<p>t i e h</p> <p>ve ge fa bl es i 0# te r ba an d w pa fo r di ap er s; fe m m m e hy 0# e pe od te ts; pa pe r to w el s; 0# es r 0# 0#</p>
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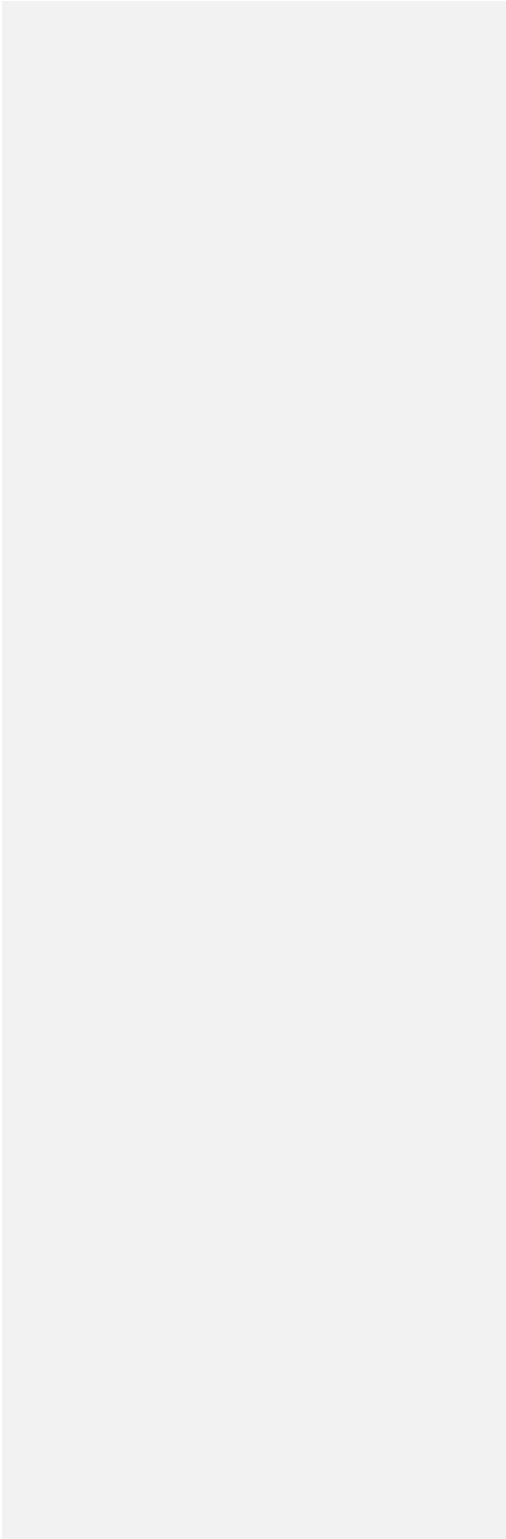


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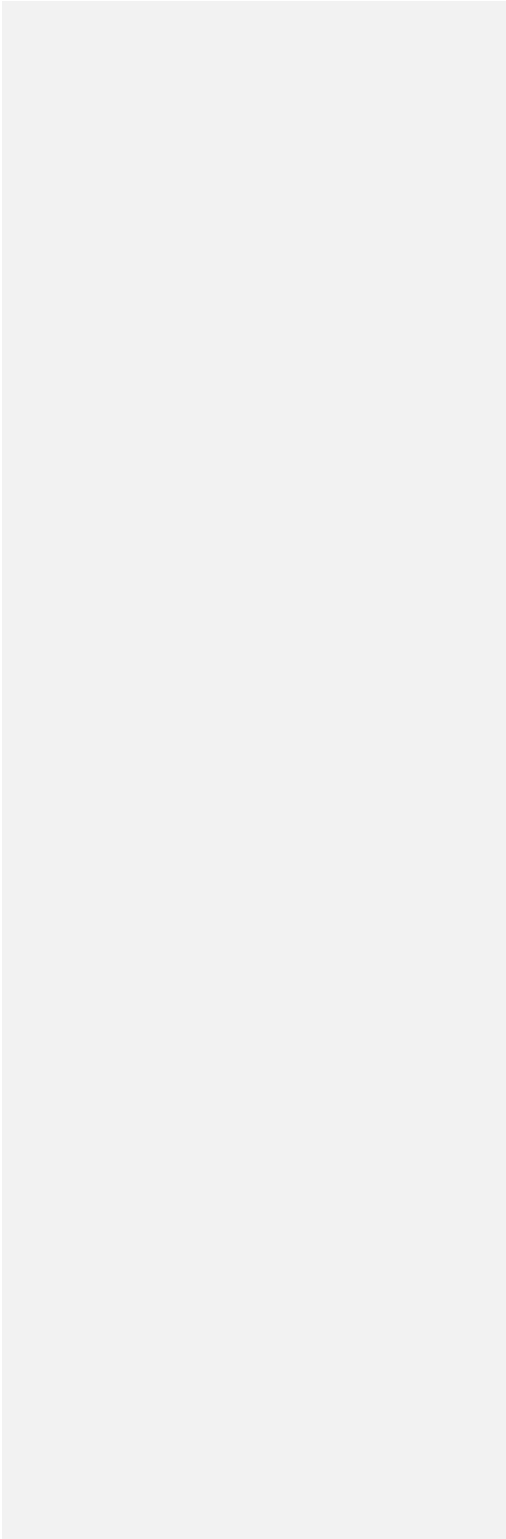
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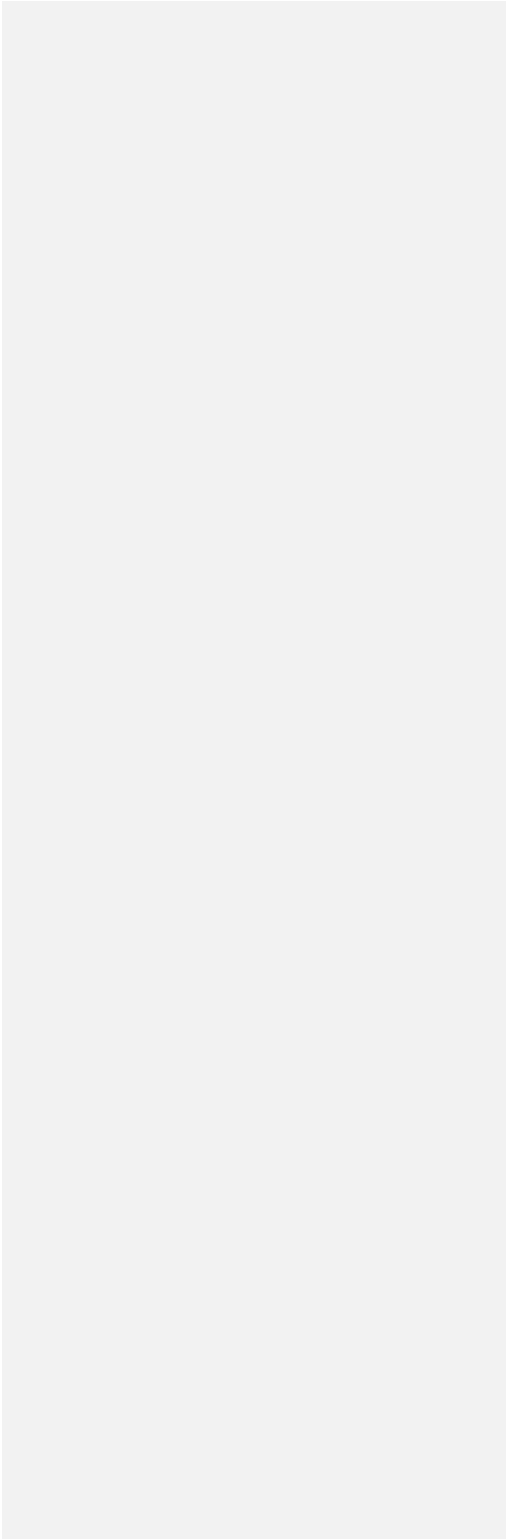


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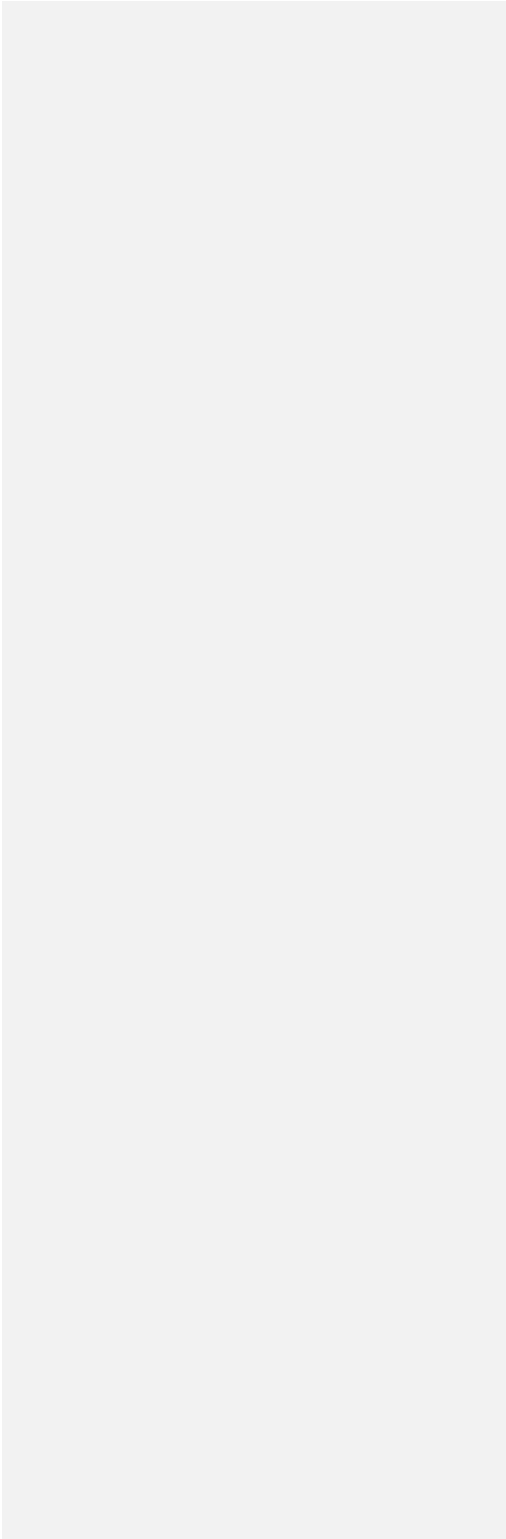
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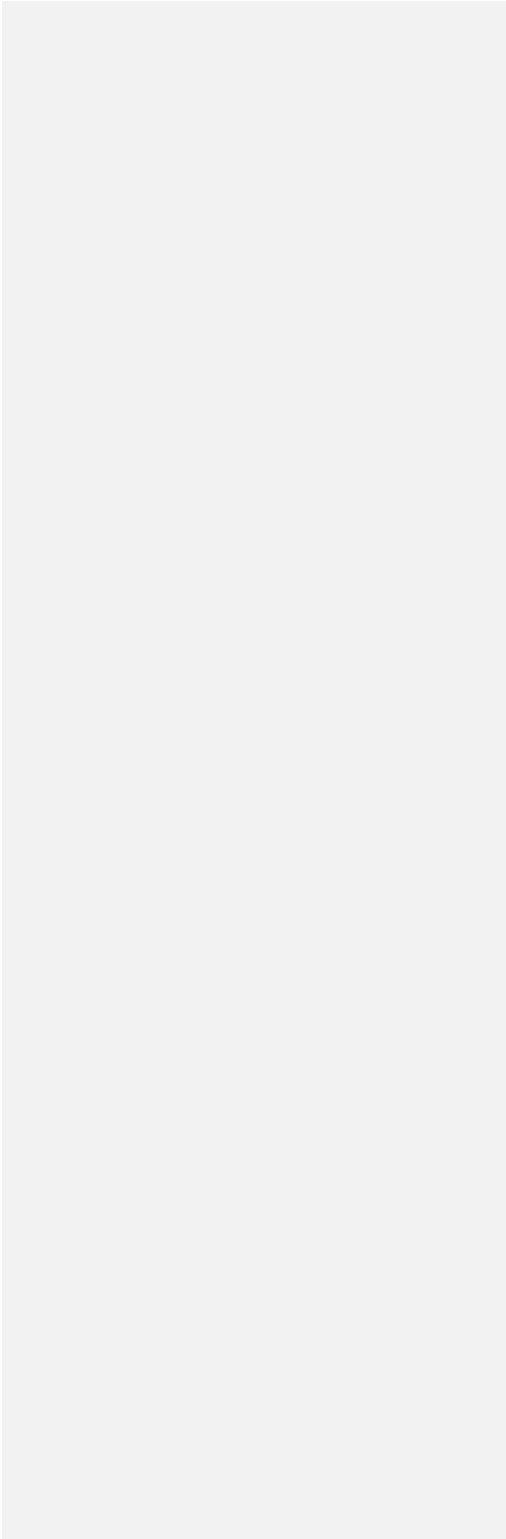
Plastic Packaging	Items in Column #3 if accepted by an eligible community prior to transition	I t e m s i n C o l u m # 4 i f t h e m s i n C o l u m # 3 w e r e e e p t e d b y a n e	F o o d c o n t a i n e r s a n d t r a n s f e r r e d i t e m s i n C o l u m # 4 i f t h e m s i n C o l u m # 3 w e r e e e p t e d b y a n e
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		l i s s i b l e e o m m u n i t y p r i o r t e t r a n s i t i o n	i s s u e e u p s a n d b o w l i s t o f t a k e - o u t f o d i e t e r
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Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	I t e m s i n C o l u m # 4 i f i t	E x i s t i n g P a c k a g i n g

Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	H e m s i n C o l u m # 4 if it e m s i	O t h e r f e a s i b l e p l a s t i c p a c k a g i n g m e t h o d s a n d i f a p p r o v i d e d i n t h e r c o l u m
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	H e m s i n C o l u m # 4 if it e m s i	O t h e r f e a s i b l e p l a s t i c p a c k a g i n g m e t h o d s a n d i f a p p r o v i d e d i n t h e r c o l u m
	Items in Column # 3 if accepted by an eligible community prior to transition	I f e l i g i b l e	O t h e r f e a s i b l e p l a s t i c p a c k a g i n g m e t h o d s a n d i f a p p r o v i d e d i n t h e r c o l u m
Plastic Packaging			O t h e r f e a s i b l e p l a s t i c p a c k a g i n g m e t h o d s a n d i f a p p r o v i d e d i n t h e r c o l u m

Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	It e m s i n C o l u m # 3	Ot her f e x i b l e p l a s t i c p a c k a g i n g
Plastic Packaging	Items in Column # 3 if accepted by an eligible community prior to transition	It e m s i n C o l u m # 3	Ot her f e x i b l e p l a s t i c p a c k a g i n g

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

EXHIBIT 4: SERVICE COMMENCEMENT DATES

The table included below lists the Statement of Work Eligible Community Service Commencement Date when services, forming the Work described by this Statement of Work, are to commence in each Eligible Community (e.g. PES will begin on date A in Eligible Community B).

No.	Statement of Work Eligible Community Service Commencement Date	Eligible Community
1.	A	B
2.		

EXHIBIT 5: COMPENSATION

- 1.1 For each Quartercalendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:
- a) \$1.50 multiplied by the total number of Eligible Sources listed in Exhibit 2 at the start of the applicable Quartercalendar month that received Residence or Facility collection services from the Contractor pursuant to a Statement of Work during such Quarter, and calendar month and divided by twelve (12); and
 - b) \$1.00 multiplied by the total number of Eligible Sources listed in Exhibit 2 at the start of the applicable Quartercalendar month that did not receive Residence or Facility collection services from the Contractor but the Contractor did provide depot collection services for such Eligible Sources pursuant to a Statement of Work during such Quarter-calendar month and divided by twelve (12).
- 1.2 For clarity, the number of Eligible Sources listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Eligible Sources listed in Exhibit 2 is not the actual number of Eligible Sources at the start of the applicable Quartercalendar month.
- 1.3 The number of Eligible Sources listed in Exhibit 2 shall be updated to reflect any Change Orders agreed under the MSA.