

SCHEDULE B

STATEMENT OF WORK FOR SMALL QUANTITY NON-RESIDENTIAL GENERATORS

for

MASTER SERVICES AGREEMENT

Number 2025-00-[●]



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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 from Small Quantity Non-Residential Generators (as further defined in this Statement of Work). For clarity, the Contractor shall perform the Work required by this Statement of Work for all Small Quantity Non-Residential Generators located within a Registered Community listed in Exhibit 2 and Exhibit 3 on the applicable Service Commencement Date.
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 for a 12-month period that will auto-renew annually until [NTD: Match Schedule A Curbside Collection SoW and Not to Exceed December 31, 2030]. CM reserves the right in its sole discretion to terminate this Statement of Work without cause on sixty (60) calendar days advance written notice to Contractor. Pursuant to Section 2.1(b) of the MSA, CM and the Contractor may, by Change Order, extend this Statement of Work. The Contractor may terminate this Statement of Work by providing at least sixty (60) calendar days' written notice prior to any annual anniversary of Statement of Work Effective Date. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".
4. Contractor has requested and CM has agreed to allow Contractor to provide Collection Services to the Small Quantity Non-Residential Generators identified herein. The Contractor acknowledges and agrees that CM will incur additional costs by incorporating Small Quantity Non-Residential Generators into Collection Services which is not required by the Regulation. Accordingly, Contractor agrees to pay CM a Fee (as defined below) on a per stop basis, to collect from Small Quantity Non-Residential Generators.
5. The full compensation payable by the Contractor to CM as Fees for the Work under this Statement of Work shall be as set forth in Exhibit 4, which excludes applicable taxes. Applicable taxes are payable by the Contractor to CM on the price of the Work as set out herein.
6. In the event of termination of the MSA in accordance with Section 7.4 of the MSA, the Contractor shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. Capitalized terms used but 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 – Small Quantity Non-Residential Generator Stops;
 - iii. Exhibit 3 – Small Quantity Non-Residential Generators; and
 - iv. Exhibit 4 – Compensation.

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

[Contractor]

By: _____
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.

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EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“Collection Services” means the Work including the collection of PPP from Small Quantity Non-Residential Generators as outlined in this Statement of Work and delivery of the collected PPP to a Receiving Facility or other location as directed by CM.

“Fee or Fees” means the amount payable by the Contractor to CM for the Work required by this Statement of Work for a certain time period.

“Service Commencement Date” means the date of December 1st, 2025, on which Collection Services will begin in a Registered Community or such other date as CM may direct in writing.

“Small Quantity Non-Residential Generator” means:

- (i) Small Institutional, Commercial, or Industrial (ICI) properties that are located in rural areas of Registered Communities, where due to the nature of their location and low generation rate, commercial services are non-existent or cost prohibitive. Further, these properties are located on current residential curbside collection routes, generate PPP similar in type and volume as residential sources, and were being provided recycling curbside collection service by the Registered Community prior to January 1, 2024;
- (ii) Examples include and are not limited to a small business such as corner store or mixed used property with small businesses on the lower floor, fire hall, place of worship, and library;
- (iii) Materials being set out for collection are similar in composition and quantity to as Residential Premises. Additionally, a maximum of 6 blue bags may be collected per collection period. A bundle of cardboard is considered equivalent to one blue bag.

“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 the number of Small Quantity Non-Residential Generators.

ARTICLE 2 SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide services in accordance with this Small Quantity Non-Residential Generators Statement of Work including the collection of PPP from Small Quantity Non-Residential Generators as outlined in Exhibit 2 and Exhibit 3 of this Statement of Work and delivery of the collected PPP to a Receiving Facility.
- (b) The Collection Services include:

- (i) Picking up PPP from Small Quantity Non-Residential Generators in the Registered Community(ies);
 - (ii) Collection Vehicle compacting to a maximum compaction rate of 2.5:1;
 - (iii) Unless otherwise directed by CM, delivery of collected PPP to a Receiving Facility and unloading by material stream;
 - (iv) Providing all related customer service to Small Quantity Non-Residential Generators.
- (c) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of Part IV: Duty to Collect of the Regulation.
- (d) The Contractor shall retain responsibility for, and control of, PPP from the point of collection through to delivery.

2.2 Eligibility

- (a) All Small Quantity Non-Residential Generators listed in Exhibit 3 are eligible to receive Collection Services.
- (b) The Contractor shall verify the eligibility of Small Quantity Non-Residential Generators in accordance with the Definitions (Article 1) and as directed by CM. This shall include the Contractor completing periodic spot checks, including as directed by CM.
- (c) CM reserves the right to reject the inclusion of any Small Quantity Non-Residential Generator in its sole discretion.
- (d) The Contractor may propose additional Small Quantity Non-Residential Generators to be added to Exhibit 3 on a quarterly basis provided:
 - (i) Compliance with the Definition (Article 1) of Small Quantity Non-Residential Generator;
 - (ii) Contractor has submitted the name and address of the proposed Small Quantity Non-Residential Generator and any other information as requested by CM;
 - (iii) The total increase in Small Quantity Non-Resident Generator Stops does by not increase more than 5% percent in any calendar year as compared to the previous calendar year period for any Registered Community; and
 - (iv) In any calendar year the last adjustment to Small Quantity Non-Resident Generator Stops is submitted by the Contractor to CM by October 1.

ARTICLE 3 DOCUMENTATION AND PAYMENT

3.1 Documentation and Payment

- (a) The Fees shall be calculated annually and pro-rated as applicable for any partial periods. CM shall provide written notice to the Contractor on or before November 30 of each calendar year specifying the amount of the Fees estimated to be payable for that year and the basis of its calculation. The Fees shall be payable by the Contractor to CM in arrears no later than December 31 of the same calendar year. CM may collect the Fees by deducting or setting it off against any amounts owing or becoming owing by CM to the Contractor under the MSA, associated Statements of Work, or any other agreement between the Parties. If the Contractor fails to pay the Fees by the due date, CM shall be entitled to apply the Fees amount as a deduction or set-off without further notice.
- (b) Each of the Parties acknowledge and agree that the Fees made pursuant to this Article 3 of Exhibit 1 will be based on the total number of Stops as set forth in Exhibit 2. These tables may be updated quarterly starting on April 1, 2026 by mutual agreement of the Parties subject to Article 2 Eligibility. CM may from time-to-time request, and the Contractor will promptly provide upon such request, documentation to validate the number of Stops in respect of which CM is entitled to receive the Fees payable by the Contractor. Based on such information, CM will work with the Contractor in good faith to mutually agree on the total Stops at such time.

EXHIBIT 2: SMALL QUANTITY NON-RESIDENTIAL GENERATOR STOPS

SMALL QUANTITY NON-RESIDENTIAL GENERATOR STOPS					
Registered Community	Number of Small Quantity Non-Residential Generator Stops (as of December 1, 2025)	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams
<i>[Name of Registered Community]</i>		<i>(e.g. weekly, bi-weekly)</i>	<i>(e.g. Monday to Thursday)</i>	<i>(e.g. clear bag, blue box, cart)</i>	<i>(e.g. Single Stream, Two Stream)</i>

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

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EXHIBIT 3: SMALL QUANTITY NON-RESIDENTIAL GENERATOR

SMALL QUANTITY NON-RESIDENTIAL GENERATOR			
Registered Community	Name	Activity Type (e.g., Corner store, church, etc.)	Street Address
<i>[Name of Registered Community]</i>			

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

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EXHIBIT 4: COMPENSATION

1.1 Fees

Contractor shall compensate CM for allowing Contractor to provide Collection Services to Small Quantity Non-Residential Generators as identified in Exhibit 3. Annually during the SOW Term, after the Service Commencement Date in respect of a Registered Community, the Fees 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:

- (a) The Unit Price applicable to Small Quantity Non-Residential Generator multiplied by the total number of Small Quantity Non-Residential Generator Stops in Exhibit 2.

For the purposes of this Statement of Work, “Unit Price” means the applicable unit price for the Registered Community applicable to the category of Small Quantity Non-Residential Generator Stops, as set out in the below table.

Pricing Form	
Unit Price Small Quantity Non-Residential Generator Stop	\$65.00

1.2 Price Adjustment

- (a) CM may adjust the price once in each calendar year by providing 60 calendar day notice to the Contractor.
- (b) Any price adjustment will be directly related to costs incurred by CM to transfer and process PPP collected from Small Quantity Non-Residential Generators, including reasonable administrative costs. This will be based on normalized costs that CM incurs for the entire province of Nova Scotia and will not be tailored to an individual Registered Community. For greater clarity, any price adjustment will be related to:
 - (i) Revised estimates on the generation of PPP from Small Quantity Non-Residential Generators.
 - (ii) Revised costs related to the average cost to transfer and process PPP collected in Nova Scotia including revenue generated from marketable PPP.
 - (iii) Reasonable administrative costs that CM incurs to manage the extended producer responsibility program in accordance with the Regulation.

Annual consumer price index adjustments consistent with the Statement of Work for Community Curbside Collection.