

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



STATEMENT OF WORK.....	1
EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS.....	4
Article 1 Definitions.....	4
1.1 Definitions.....	4
Article 2 Scope of Collection Services.....	6
2.1 Scope of Collection Services.....	6
Article 3 Service Provision.....	7
3.1 Set-Out Location	7
3.2 Addition or Removal of Residential Premises	7
3.3 PPP to be Collected.....	7
3.4 Collection Containers.....	8
3.5 Non-Compliance.....	8
3.6 Unloading PPP.....	8
3.7 Working Days and Hours of Operation for the Collection Services	9
3.8 Missed Collections.....	9
3.9 Customer Service and Management	10
3.10 Promotion and Education.....	11
Article 4 Record Keeping and Reporting Requirements	12
4.1 Record Keeping and Reporting Requirements.....	12
Article 5 Documentation and Payment	14
5.1 Documentation and Payment	14
EXHIBIT 2: SINGLE-FAMILY DWELLINGS, MULTI-FAMILY DWELLING AND SMALL BUSINESS STOPS	15
EXHIBIT 3: MULTI-FAMILY DWELLINGS	17
EXHIBIT 4: PPP TO BE COLLECTED	18
EXHIBIT 5: COMPENSATION	19

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 and Small Businesses located within the applicable 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 and Small Businesses located within a Community listed in Exhibit 2 and Exhibit 3 on the applicable Service Commencement Date, even if such Residential Premises or Small Business 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 [for up to XX(XX) further periods of XX(XX) 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 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 7.4 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 Multi-Family Dwelling Stops;
 - iii. Exhibit 3 – Multi-Family Dwellings;
 - iv. Exhibit 4 – PPP to be Collected; and
 - v. Exhibit 5 – Compensation.

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

[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 Container Standards” means the Common Collection System Collection Container Standards for PPP containers, as amended from time to time.

“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 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.

“Customer” means residents of Residential Premises within the Community.

“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.

“MULTI-FAMILY DWELLINGS” means apartments and condominiums. For clarity, Multi-Family Dwellings will be defined as per the Stewardship Plan (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 Non-PPP;
- (ii) PPP not properly sorted;
- (iii) recycling container is not suitable; or
- (iv) cardboard is oversized.

“Non-PPP” 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 Multi-Family Dwellings but does not include institutional accommodations or visitor accommodations.

“Service Commencement Date” means the date of April 1st, 2025, on which Collection Services will begin in a 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, Multi-Family Dwellings, and Small Businesses.

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

“Valuation Type” or **“Valtype”** means the source of PPP, including Single-Family Dwellings, Multi-Family Dwellings and Small Businesses. 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 and Small Businesses in the 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 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) If applicable, the Contractor shall work with Multi-Family Dwellings to determine the optimal set-out location of the recycling for collection on the scheduled collection day, 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 Non-PPP in collected PPP to no more than four per cent (4%) by weight.
- (d) If the average amount of Non-PPP 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 Non-PPP and strategies and supporting measures to mitigate the amounts of Non-PPP. 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) Exhibit 4 details the list of PPP to be collected from Residential Premises in the registered communities outlined in Exhibits 2 and 3. Where a Community receives collection in Two Streams, the streams are as follows unless otherwise listed in Exhibit 4:
 - (i) Fibre Stream – Paper products and the following types of paper packaging:
 - kraft paper carry-out bags;
 - kraft paper – non-laminated;
 - corrugated cardboard; and
 - boxboard and other paper packaging.

- (ii) Container Stream – Plastic packaging, metal 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 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 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) If the Receiving Facility is equipped with a vehicle weigh scale, 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 offloading area of the Receiving Facility.
 - (iii) If the Collection Vehicle contains Fibre Stream and Container Stream, each stream must be deposited into the appropriate offloading area.
 - (iv) A Collection Vehicle operator must take instruction from the Receiving Facility supervisor and only empty when permitted.

- (e) Collection Vehicles will be directed to return to the weigh scale after emptying each stream of material to get a split weight. The Collection Vehicle will then return to the weigh scale to obtain a tare weight.
- (f) If the Collection Vehicle experiences mixing of material streams, the Collection Vehicle operator shall work with the Receiving Facility supervisor to separate the material from each stream.
- (g) The Collection Vehicle must empty on every trip to the Receiving Facility. The Collection Vehicle operator must ensure each stream is completely emptied before leaving the property. Where the Collection Vehicle has multiple compartments, the Collection Vehicle operator shall not clean out the Collection Vehicle in a manner which causes or may cause the separate material streams to become commingled.
- (h) 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.
- (i) 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 Community shall be as approved by CM, respecting provincial and territorial statutory holidays in keeping with Yukon Territory 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 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.

3.9 Customer Service and Management

As part of Collection, Contractor will provide the following services:

(a) Customer Service Requirements

- (i) Contractor's Customer service office and call centre will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call centre for a minimum of an eight (8) hour period per day, between the hours of 7 am to 7 pm local time (unless the collection day is less than eight (8) hours, then for the period of Collection Services) for communication with Customers and CM representatives. Customer calls will be taken during office hours by a person. Where a call is not directly answered, a response must be provided within two (2) hours during regular business hours or within the first two (2) hours of the morning where a call is received outside of regular office hours. During all non-office hours for the call centre, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (ii) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by CM. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for CM use during all hours, including normal office hours.
- (iii) Contractor's Customer service representatives will have access to and provide CM with Customer service data and history to assist them in providing excellent Customer service.

(b) Customer Service Representative Staffing

- (i) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by CM for the Contractor to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.

(c) Customer Complaints and Requests

- (i) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.

- (ii) Contractor's customer service log will be provided for inspection by CM during Contractor's office hours and will be in a format approved by CM. CM will provide the Contractor with a template in Microsoft Excel that the Contractor will provide the first week of each month for the prior month's activity via email to customerservice@circularmaterials.ca.

3.10 Promotion and Education

- (a) CM will have the primary responsibility for developing, designing, and executing public promotion, education and outreach programs associated with the collection of PPP. As needed, the Contractor will provide CM with assistance and cooperation, including distributing CM promotional and educational brochures and assisting with promotion, education, and outreach programs at the direction of CM.
- (b) The contractor shall submit address data and the full year collection calendar for eligible stops serviced (single family and multi-family) for each community to CM within 10 business days of execution of this contract and then by October 1 of each preceding year, using the format provided by CM.
- (c) Carts, boxes, and bags will comply with the Collection Container Standards.
- (d) The Contractor will not speak on behalf of CM or make any public statements regarding the PPP collection services unless agreed upon in writing by CM. In instances where CM has agreed that the Contractor may provide public statements about the PPP collection services, the Contractor will provide CM with its draft public statement for approval prior to releasing publicly.
- (e) The Contractor shall issue "oops tags" provided by CM. The Contractor will provide a record of tags and reasonings issued by location addressed to CM quarterly (March, July, September and December).
- (f) All branding, design elements, logos, and related materials produced or utilized must receive prior written approval from CM. This includes, but is not limited to, any visual representations, promotional materials, digital assets, and printed collateral associated with the Program. CM reserves the right to review and request modifications to any materials that do not meet its brand standards or guidelines.
- (g) Any use of CM trademarks, logos, or branding elements in connection with the Program must adhere strictly to CM brand guidelines, which will be provided upon request. Unauthorized use of these elements without prior approval may result in legal action.
- (h) Requests for approval should be submitted to CM designated representative at least 10 business days prior to the intended use of the material including but not limited to depot signage, cart and box decals, PPP signage and cart hot stamps.

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 Community ID number;
 - (iii) Valtype (i.e., the type or the majority fraction of combined loads from Single-Family Dwellings, Multi-Family Dwellings, and Small Businesses) as applicable to the load;
 - (iv) PPP onboard (e.g., Fibre Stream, Container Stream, or a Single Stream material type);
 - (v) Contractor ID number;
 - (vi) Collection Vehicle number;
 - (vii) Scale ticket number;
 - (viii) Gross weight (kilograms);
 - (ix) Tare weight (tonnes, including by split load if applicable); and
 - (x) Net weight (tonnes; tonnes by compartment – Fibre Stream, Container Stream, where split-weighing occurs).
- (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 kilograms 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) 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.
- (d) For greater certainty, the records required under this Section 4.1 of this Exhibit 1 shall be provided separately for each Community.
- (e) In addition to the record keeping and reporting requirements in the MSA, Contractor will:
 - (i) maintain a record of all calls in a spreadsheet format related to missed collections (pursuant to Section 3.8 of Exhibit A of this Statement of Work) and the response provided by Contractor; and
 - (ii) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.
- (f) 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) The Contract Price will be payable in arrears (subject to pro ration of any amount that is payable in respect of a partial period) in equal monthly payments within thirty (30) days of the last day of the calendar month. If the amount of any monthly payment is adjusted during the course of the month, CM will make such adjustment it considers necessary in good faith to account for such adjustment.
- (b) Each of the Parties acknowledge and agree that the payments made pursuant to this Article 5 of Exhibit 1 will be based on the total number of Stops as set forth in Exhibit 2 Table 1 and Exhibit 2 Table 2. These tables may be updated quarterly starting on March 1, 2026 by mutual agreement of the Parties. 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 the Contractor is entitled to receive payment. Based on such information, CM will work with the Contractor in good faith to mutually agree on the total Stops at such time.
- (c) If requested by CM, the Contractor shall provide Collection Vehicle weigh scale records.
- (d) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in this Statement of Work for any changes to the Contractor's responsibilities.

EXHIBIT 2: SINGLE-FAMILY DWELLINGS, MULTI-FAMILY DWELLING AND SMALL BUSINESS STOPS

Table 1

SINGLE-FAMILY DWELLINGS STOPS					
Community	Number of Single-Family Dwelling Stops (as of June 30, 2025)	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams
[Name of 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 Community.]

Table 2

MULTI-FAMILY DWELLING STOPS	
Community	Number of Multi-Family Dwelling Stops (as of December 31, 2023)
[Name of Community]	

***NOTE:** The Number of Multi-Family Dwelling Stops is determined by the number of dwelling units located within the applicable Multi-Family Dwelling.

****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 Multi-Family Dwellings which is applicable to the Community.]

Table 3

SMALL BUSINESS STOPS					
Community	Number of Small Business Stops (as of June 30, 2025)	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams
[Name of Community]		(e.g. weekly, bi-weekly)	(e.g. Monday to Thursday)	(e.g. clear bag, blue box, cart)	(e.g. Single Stream, Two Stream)

SMALL BUSINESS STOPS					
Community	Number of Small Business Stops (as of June 30, 2025)	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams

***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.

****NOTE:** Small Business collection will commence as of May 1, 2027.

EXHIBIT 3: MULTI-FAMILY DWELLINGS

MULTI-FAMILY DWELLINGS							
Community	Number of Multi-Family Dwelling Stops* (as of December 31, 2023)	Street Address	Municipality	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams
[Name of 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 Number of Multi-Family Dwelling Stops is determined by the number of dwelling units located within the applicable Multi-Family Dwelling.

****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 Multi-Family Dwellings applicable to the Community.]

EXHIBIT 4: PPP TO BE COLLECTED

[NTD: INSERT PPP LIST]

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

EXHIBIT 5: COMPENSATION

1.1 Contract Price

For each calendar month during the SOW Term, after the Service Commencement Date in respect of a 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 Community shall be calculated as follows:

- (e) The sum of Unit Price (as defined hereafter) applicable to:
- (a) A Single-Family Dwelling Stop multiplied by the total number of Single-Family Dwelling Stops in Exhibit 2 Table 1, for each community;

(b) the Unit Price applicable to a Multi-Family Dwelling Stop multiplied by the total number of Multi-Family Dwelling Stops in Exhibit 2 Table 2, for each community; and

(c) the Unit Price applicable to an Small Business Stop multiplied by the total number of Small Business Stops in Exhibit 2 Table 3, for each 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, the number of Multi-Family Dwelling Stops listed in Exhibit 2 Table 2, and the number of Small Business Stops listed in Exhibit 2 Table 3 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, the number of Multi-Family Dwelling Stops listed in Exhibit 2 Table 2, and/or the number of Small Business Stops listed in Exhibit 2 Table 3 are not the actual number of Single-Family Dwelling Stops, Multi-Family Dwelling Stops, and Small Business Stops.

For the purposes of this Statement of Work, “Unit Price” means the applicable Unit Price for the Community applicable to the category of Single-Family Dwelling Stops and Multi-Family Dwelling Stops, as set out in the below pricing form.

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

Pricing Form	
Unit Price Single-Family Dwelling Stop	\$(●) Per stop per month
Unit Price Multi-Family Dwelling Stop	\$(●) Per stop per month
Unit Price Small Business Stop	\$(●) Per stop per month

1.2 Consumer Price Index Price Adjustment

- (d) For 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 (CPI) and the adjustment shall be equal to the Unit Price for the prior year (“Prior Year”) multiplied by the year-over-year CPI Change (as defined hereafter). The Consumer Price Index price adjustment amount will increase or decrease the Unit Price, depending on the CPI Change. An example is shown below:

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

- (e) For the purposes of this Section 1.2 of Exhibit 5, “CPI Change” means the average annual CPI change (for all items), as published and available two months prior to the annual anniversary date in the Yukon, Whitehorse Consumer Price Index (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>).
- (f) 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.