



Municipality of West Elgin

Agenda

Council Meeting

Date: February 23 2023, 9:30 a.m.
Location: West Elgin Community Complex - Hybrid Meeting
160 Main St
West Lorne
Electronic Hybrid Meeting

This meeting will be held in a Hybrid format. This meeting is broadcasted and the recording made available after the meeting on the municipal website, pending any technical difficulties. If you require an alternate format or accessible communication support or wish to receive the link to the meeting via email please contact the Clerk, at 519-785-0560 or by email at clerk@westelgin.net.

Pages

1. Call to Order

2. Adoption of Agenda

Recommendation:

That West Elgin Council hereby adopts the Agenda as presented.

3. Disclosure of Pecuniary Interest

4. Public Meeting - Rezoning 23727 Beattie Line

Recommendation:

That Council proceed into a Public Meeting at _____ a.m. pursuant to Section 34 of the *Planning Act* in order to hear an application to rezone a property at 23727 Beattie Line.

4.1 Purpose of Public Meeting

The purpose of the public meeting is to consider and hear comments on a proposed amendment to the Zoning By-law for lands known as 23727 Beattie Line, to permit the addition of a second dwelling on the property and to increase the permitted size of a home occupation within the A1 Zone.

Council will not make a decision on the application at this public meeting. Based on the recommendation and information received at this public meeting an amending by-law will be presented to Council in the by-law portion of the Regular Meeting of Council. The Planner is keeping a public registry and if any member of the public wishes to be notified in writing of the decision on this application they can provide their name and mailing address via email to planning@westelgin.net or by calling 519-785-0560 ext 226 no later than 4 pm on the day of the public meeting. A person or public body may appeal a decision if they have made an oral or written submission at today's meeting. If you wish to make an oral submission during the public meeting please use the raise your hand feature in Zoom and the Clerk will allow you to speak, when the call is put out for public comments.

4.2 Zoning By-law Amendment Application D-14 1-2023 – Recommendation Report 2023-05 - Planning

8

4.3 Applicant Comments

4.4 Public Comments

4.5 Council Comments

4.6 Recommendation

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 1-2023 – 23727 Beattie Line Recommendation Report (Planning Report 2023-05);

That West Elgin Council approve the zoning amendment for the subject parcel at 23727 Beattie Line to permit a second dwelling and permit an increase to the size of a home occupation;

That West Elgin Council consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the February 23, 2023, Council Agenda.

4.7 Close of Public Meeting

Recommendation:

That West Elgin Council hereby adjourns the public meeting for 23727 Beattie Line, held pursuant to Section 34 of the *Planning Act* at _____a.m. to reconvene in the Regular Meeting of Council.

5. Adoption of Minutes

18

Recommendation:

That the Minutes of the Council meeting on February 9, 2023 be adopted as circulated and printed.

6. Business Arising from Minutes

7. Consent Agenda

Recommendation:

That West Elgin Council hereby receives and files the Consent Agenda for February 23, 2023 as presented.

7.1 Communications from Other Municipalities

7.1.1 Elgin County Notice of Subdivision Application 25

7.1.2 Municipality of West Nipissing - Opposition to Bill 23 26

7.1.3 Elgin County - Notice of Woodlot Clearing 27

7.2 Other Items

7.2.1 2022 Elgin OPP Year End Report 29

7.2.2 Elgin Group Police Services Board - Bail Reform Letter 48

7.2.3 Elgin Group Police Services Board - Budget 50

8. Staff Reports

8.1 Wastewater

8.1.1	S. Smith, OCWA - West Lorne WWTP Fourth Quarter Operations Report	52
	<p>Recommendation:</p> <p>That West Elgin Council hereby receives and file the Four Quarter Operations report for the West Lorne Wastewater Treatment Plant as presented by Sam Smith of OCWA</p>	
8.1.2	S. Smith, OCWA - Rodney WWTP Fourth Quarter Operations Report	66
	<p>Recommendation:</p> <p>That West Elgin Council hereby receives and file the Four Quarter Operations report for the Rodney Wastewater Treatment Plant as presented by Sam Smith of OCWA</p>	
8.2	Water	
8.2.1	S. Smith, OCWA - West Elgin Water Distribution Fourth Quarter Operations Report	79
	<p>Recommendation:</p> <p>That West Elgin Council hereby receives and files the Fourth Quarter Operations Report for the West Elgin Drinking Water System, as presented by Sam Smith of OCWA.</p>	
8.3	Operations & Community Services	
8.3.1	L. Gosnell, Manager of Operations & Community Services - Blue Box Transition Master Service Agreement	89
	<p>Recommendation:</p> <p>That West Elgin Council hereby receives the report from Lee Gosnell Manager of Operations & Community Services re: Blue Box Transition Master Service Agreements; and</p> <p>That West Elgin Council hereby approves the Master Service Agreements between the Municipality of West Elgin and Circular Material Ontario (CMO); and</p> <p>That West Elgin Council hereby authorizes the Mayor and Clerk to execute the Master Service Agreements as presented.</p>	
8.4	Clerk's	

8.4.1	J. Nethercott, Clerk - Regulating Sale and Discharge of Fireworks	186
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Recommendation:

That West Elgin Council hereby receives the report from Re:
Regulating the Sale and Discharge of Fireworks; and

That West Elgin Council hereby consider a by-law to Regulate
the Sale and Discharge of Fireworks for the Municipality of West
Elgin;

8.4.2	J. Nethercott, Clerk - Electronic Sign Policy	196
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Recommendation:

That West Elgin Council hereby receives the report from Jana
Nethercott, Clerk re: Electronic Sign Policy; and

That West Elgin Council hereby considers the Electronic Sign
Policy as presented in the By-law portion of the agenda

9. Committee and Board Report

9.1 Councillor Reports from Committees

10. Accounts

Recommendation:

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher
#2 amounting to \$1,448,672.43 in settlement of General, Road, Water and
Arena Accounts including EFT#6177-6395, online Payments#1055-1077,
cheque # 26108-26129 and Payroll PP01-03.

11. Consideration of Items Requiring Discussion

12. Council Inquires/Announcements

12.1 Notice of Motion

12.2 Statements/Inquires by Councillors

12.3 Matters of Urgency

13. By-Laws

- 13.1 2023-15 - Electronic Sign Policy** **199**
- Recommendation:
That By-law 2023-15, being a By-Law to adopt the Policy AD-4.2 – Electronic Sign Policy, be read a first, second and third and final time.
- 13.2 2023-05 DK Andrews Municipal Drain (Final Reading)** **202**
- Recommendation:
That By-law 2023-05, being a by-law to provide for the DK Andrews Drain in the Municipality of West Elgin, be read a third and final time.
- 13.3 2023-16 - Regulating the Display, Sale and Setting Off of Fireworks** **219**
- Recommendation:
That By-law 2023-16, being a By-Law to Regulate the Display, Sale and Setting Off of Fireworks in the Municipality of West Elgin, be read a first, second and third and final time.
- 13.4 2023-17 - ReZone 23727 Beattie Line** **227**
- Recommendation:
That By-law 2023-17, being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property known as 23727 Beattie Line, be read a first, second and third and final time.
- 13.5 2023-18 - Master Service Agreement for Blue Box Collection** **229**
- Recommendation:
That By-law 2023-18 being a By-law to Authorize the Execution of a Master Service Agreement between The Corporation of the Municipality of West Elgin and Circular Materials Ontario, be read a first, second and third and final time.

14. Closed Session

Recommendation:
That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at _____ a.m. under Section 239 2(b & c), consideration will be given to items pertaining to personal matters about identifiable individual(s) including municipal or local board employee(s) and a proposed or pending acquisition or disposition of land by the municipality.

15. Report from Closed Session

16. Confirming By-Law

324

Recommendation:

That By-law 2023-19 being a By-law to confirm the proceeding of the Regular Meeting of Council held on February 23, 2023 be read a first, second and third and final time.

17. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again as Committee of the Whole at 9:30 a.m. on March 2, 2023 and as Council at 9:30 a.m. on March 9, 2023 or at the call of the Chair.



Staff Report

Report To: Council Meeting

From: Robert Brown, Planner

Date: 2023-02-08

Subject: Zoning By-law Amendment Application D-14 1-2023 – Recommendation Report 2023-05 - Planning

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 1-2023 – 23727 Beattie Line Recommendation Report (Planning Report 2023-05);

That West Elgin Council approve the zoning amendment for the subject parcel at 23727 Beattie Line to permit a second dwelling and permit an increase to the size of a home occupation;

That West Elgin Council consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the February 23, 2023, Council Agenda.

Purpose:

The subject land is a 20.17 ha (49.85 ac.) farm parcel located on the south side of Beattie Line, west of Linden Road. The property contains an existing dwelling and outbuildings. The applicants recently purchased the property with the intent of relocating and would also like to construct a new single detached dwelling on the site. The applicants have aging parents that they would like to provide living space for nearby. The proposal is to construct a new dwelling but also renovate the existing dwelling on the site for use by the applicants' parents.

In addition to this the applicants plan to operate a home occupation as part of their overall farming operation. Home occupations are a permitted use in the Agricultural Zone however are limited to a maximum of 100 sq. m which can limit the functionality of the home occupation. The suggested amendment is to increase the permitted size to 250 sq. m. to provide some flexibility for the applicants.

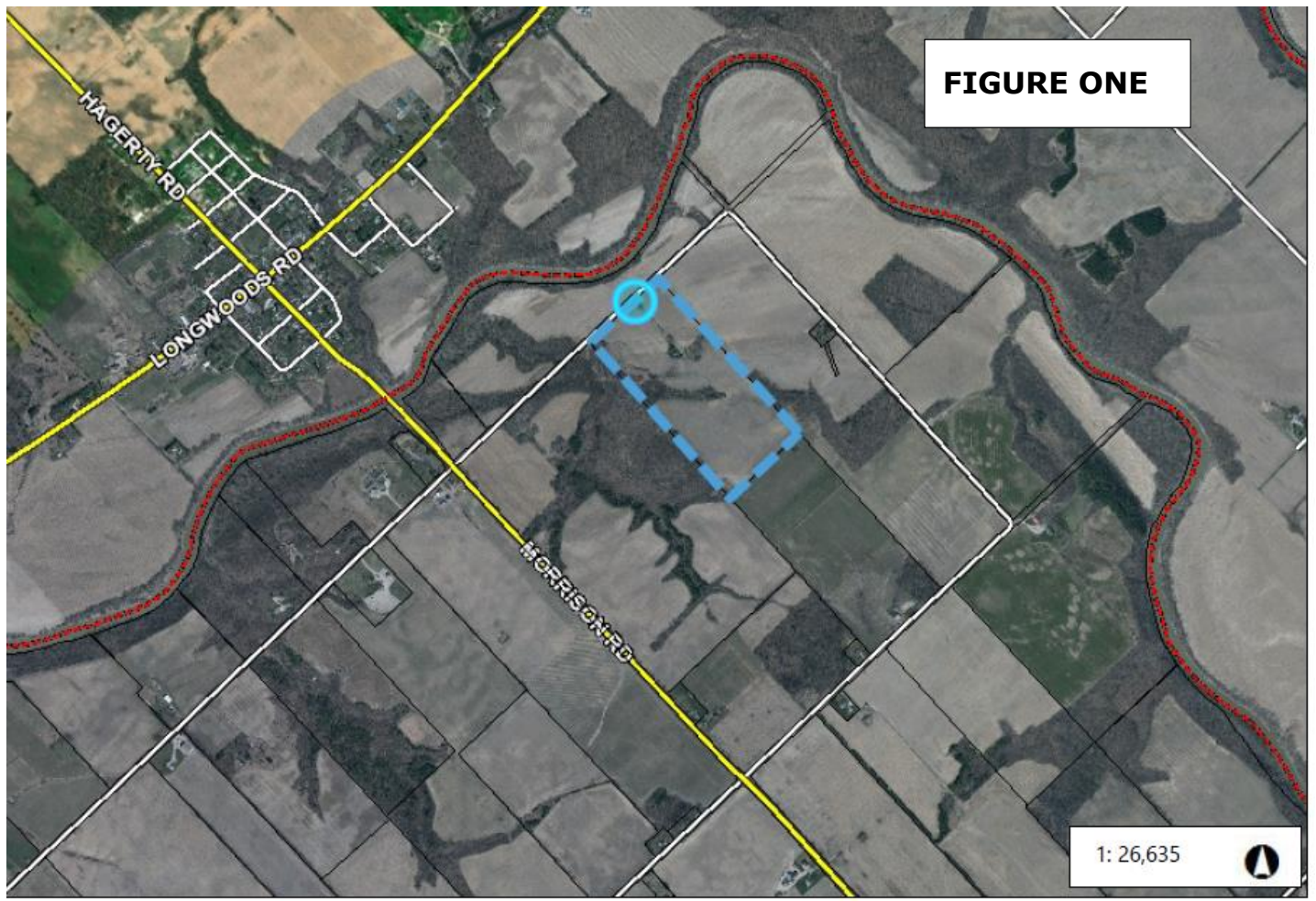
Both of the items are addressed as an amendment to the existing A1 zone and will permit two dwellings on the existing parcel and increase the size of a permitted home occupation.

Background:

Below is background information, in a summary chart:

Application	D 14 1-2023
Owners/Applicants	Simon & Kathleen Gascho
Legal Description	Part Lot of 16, Concession 1 WD
Entrance Access	Beattie Line
Dimensions	300 m +/- F x 671 m +/- D
Area	20.17 ha (49.85 ac.)
Buildings	Single detached dwelling & outbuildings

Figure One below, shows the location of the subject property outlined in blue.



Policies/Legislation:

Planning authorities must have regard to matters of Provincial interest, the criteria of the *Planning Act*, be consistent with the Provincial Policy Statement (PPS) and does not conflict with Provincial Plans. Within the Municipality of West Elgin, they must also make decisions that conform to the County of Elgin Official Plan (CEOP) and Municipality of West Elgin Official Plan (OP) and make decisions that represent good land use planning.

PPS:

Provincial Policy Statement does not speak directly to specific regulations such as the number of dwellings on a given parcel of land. As the property is within the Agricultural designation PPS does of course speak to the limiting of non-agricultural development in agricultural areas. Until recently many agricultural zones actually did or may still permit two dwellings on a farm parcel subject to certain requirements such as a minimum farm size or demonstrated need.

Ongoing changes to the Planning Act have also introduced the ability for municipalities to permit up to three additional dwelling units in a single detached dwelling, accessory building or some combination of the two. This permission, although intended more to focus on promoting additional dwelling units in urban areas, does not specifically limit accessory dwelling units in the agricultural designation. Permitting the existing dwelling to remain does not impact on the farmable land and construction of the new dwelling can be done to utilize area on the farm parcel currently not under active cultivation.

On-farm diversified uses and home occupations are permitted within the Agricultural designation, subject to local regulation and being mindful of scale and potential impact on surrounding agricultural uses. Small scale manufacturing such as (furniture and cabinets) or value added products such as canning, baking, or wineries are very common in agricultural areas. As such the proposal is consistent with PPS.

CEOP:

The subject lands are designated Agricultural Area on Schedule 'A' Land Use in the CEOP. The County Plan outlines a number of different uses permitted within the Agricultural designation. Accessory accommodations for farm labour is one of those uses. Although the proposed retrofit of the existing dwelling is family related versus being for farm labour it provides the applicants assistance in caring for aging parents in close proximity while also allowing independence for both the parents and children. The location of the new dwelling will be in close proximity to that of the existing dwelling to minimize impact on the existing farmland and will not promote or permit future severance.

Section C2.7.2 of the CEOP outlines criteria for home occupations and home industry. As with PPS the key limitations focus on scale and impact of these uses so as not to impact negatively on the continued agricultural operations either on the subject site or surrounding lands. The proposed amendment to increase the size from 100 sq. m to 250 sq. m will continue to maintain an appropriate scale for a home based business. The proposed zoning amendment conforms with the policies of the County Official Plan.

WEOP:

The subject lands are designated as Agricultural Area, as shown on Rural Area Land Use and Transportation Schedule 'E' of the OP.

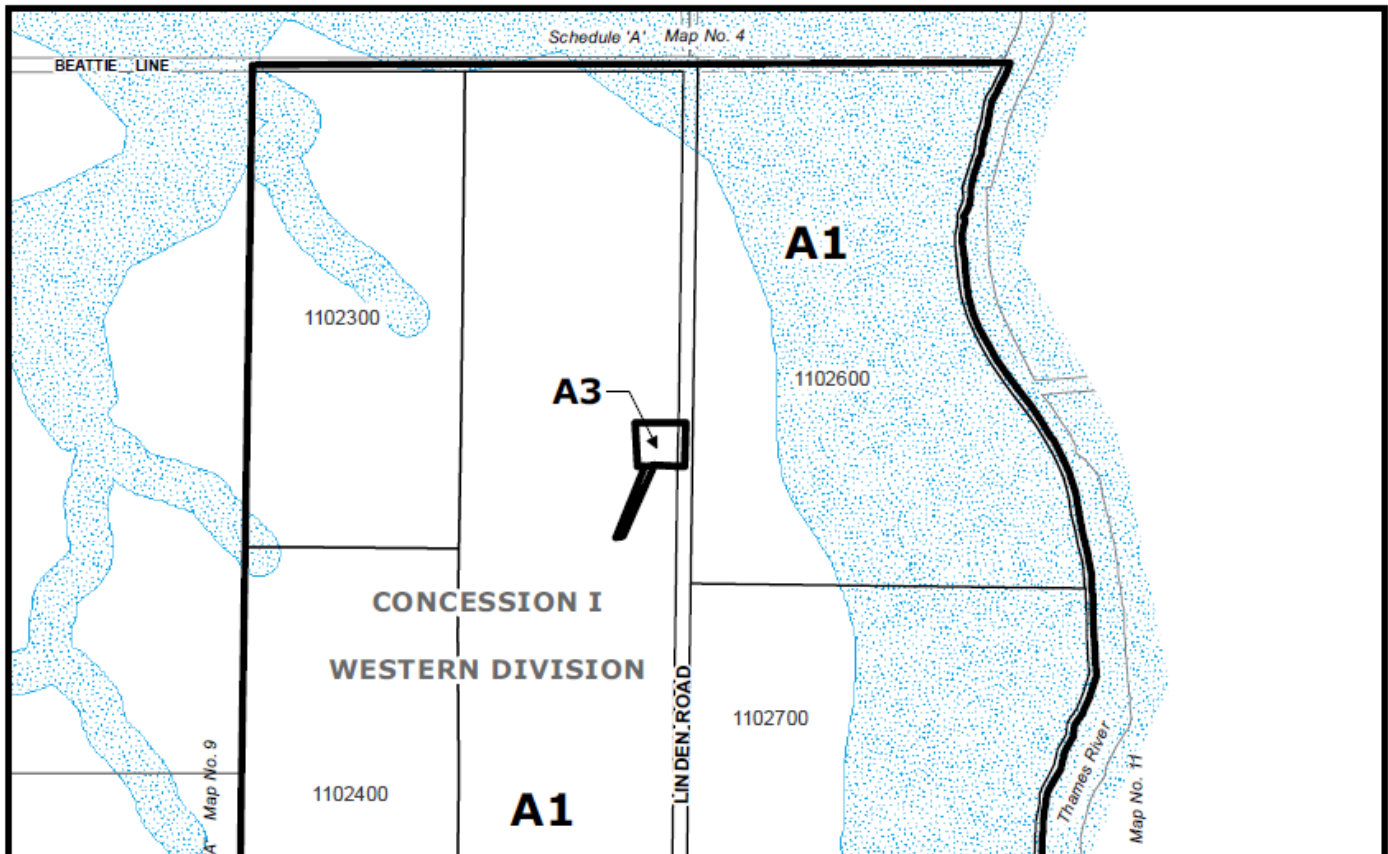
Dwellings and dwellings for farm labour are permitted within the Agricultural designation. A second dwelling for the purpose of housing family is not specifically addressed in the WEOP however Section 10.1.1 Unexpected Situations outlines the following, "Where a situation arises not specifically addressed by the policies of this Plan, the general intent and spirit of the Plan shall be the determining factor establishing conformity with the Plan.

Comment: There are two factors to consider for the requested amendment. First, is the fact that the agricultural designation does potentially permit two dwellings, the main dwelling and one for farm labour be it permanent or temporary. Second, changes to the Planning Act have introduced permission for municipalities to permit a main dwelling and up to three secondary dwelling units. This permission is not specifically limited to just residential areas or just urban areas. Based on this I believe the intent and purpose of the WEOP is maintained.

Secondary uses, specifically home occupations, are permitted keeping in mind limitations on scale and giving consideration to impact on the surrounding agricultural area. Since the Restricted Agricultural A3 Zone already permits a home occupation up to 200 sq. m in size the requested amendment to the A1 limit of 100 sq. m would be in conformity to the OP.

Municipality of West Elgin Comprehensive Zoning By-law 2015-36 (ZBL):

The subject lands are zoned General Agricultural (A1) Zone on Schedule "A" Map 10 of the ZBL as depicted in Figure Two. The proposed amendment would rezone the subject farm parcel to a site-specific A1 which will permit a secondary dwelling and increase the size of a home occupation from 100 sq. m to 250 sq. m. The new dwelling is proposed just to the north of the existing dwelling so there shouldn't be any significant impact to the workable acreage.



Financial Implications:

Application fees were collected in accordance with the Municipality's Fees and Charges By-law, as amended from time to time. The proposed zoning amendment will result in a change in assessment once the new dwelling and other improvements are complete.

Interdepartmental Comments:

The zoning application was circulated to municipal staff for comment.

External agencies are also circulated for comment. The only comment that was received at the time of writing was from the LTVCA and is attached as Appendix B.

Public Comment:

As required by the Planning Act all landowners within 120 m of the subject parcel were circulated. At the time of writing of this report no comments have been received.

Summary:

The proposed zoning amendment is consistent with the PPS, conforms to both the CEOP and West Elgin OP, and addresses the application condition(s) of consent included in the provisional approval decision of the Land Division Committee for the County of Elgin.

Prepared by:

A handwritten signature in black ink, appearing to read 'Robert Brown', with a stylized flourish at the end.

Robert Brown, H. Ba, MCIP, RPP
Planner
Municipality of West Elgin

Report Approval Details

Document Title:	Zoning By-law Application D-14 1-2023 - Recommendation Report - 2023-05 - Planning - 2023-05-Planning.docx
Attachments:	<ul style="list-style-type: none">- Appendix B - LTVCA Comment.pdf- 2023-xx - ZBLA - D14 1-2023 Beattie Line - DRAFT.pdf- Schedule A - Gascho.pdf
Final Approval Date:	Feb 15, 2023

This report and all of its attachments were approved and signed as outlined below:

Jana Nethercott

Appendix B

January 13, 2023

Municipality of West Elgin
33413 Hoskins Line
Rodney, ON N0L 2C0

Attn: **Robert Brown**

Re: **Zoning By-law Amendment (D-14 1-2023)**
23727 Beattie Line (Gascho)
Part Lot 16; Concession 1WD
Municipality of West Elgin

Please be advised that the above-mentioned application has been reviewed by this office and staff have no objections to this application as submitted to this office. The Conservation Authority is responsible for addressing the Natural Hazard Section of the Provincial Planning Policy Statement as well as the Conservation Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, O. Reg. 152/06 under the Conservation Authorities Act. After reviewing our files and mapping, staff determined that the property in question is subject to the Authority's Development and Alterations to Watercourses portion of the regulations. The issue of concern for this area would be the natural watercourses.

An application from this office is required prior to any works/construction taking place within the regulated area. The lands are not subject to flooding of a general nature and therefore the flood proofing of structures on the property is not required. However, the flood proofing of structures for the purposes of prevention of flood damage from local drainage waters is always recommended. Setbacks from the watercourses will be required to any proposed works / structure(s) / site alteration.

Please be advised that the subject property is located in an area with a Highly Vulnerable Aquifer [HVA] and a Significant Groundwater Recharge Area [SGRA] as identified through the Lower Thames Valley Assessment Report in the Thames, Sydenham and Region Source Protection Region. However, there are no policies in the local Source Protection Plans that regulate activities in Highly Vulnerable Aquifers or Significant Groundwater Recharge Areas. We encourage any development in these areas to consider the sensitivity of the area, and take steps to protect it, such as: conserving water, properly disposing of hazardous waste, using non-toxic products where possible, and preventing pollutants from entering into runoff. For further information regarding this matter and how it may affect any proposed development please refer to the Thames, Sydenham and Region Source Protection website at www.sourcewaterprotection.on.ca.

I trust this is satisfactory, but if you should have any questions, or require more information, please call the office.

Yours truly



Connor Wilson
Planner



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2023-xx

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property known as 23727 Beattie Line.

Whereas the Council of the Corporation of the Municipality of West Elgin deems it advisable to amend By-law No. 2015-36, as amended, being the Comprehensive Zoning By-law of the Municipality of West Elgin:

Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That Schedule "A" Map No. 10 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **General Agricultural Special Regulation 7 (A1-7) Zone** for those lands hatched and described as A1-7, on Schedule "A" attached hereto and forming part of this By-law, being Pt. Lot 16, Concession 1 WD, Municipality of West Elgin.
2. That By-law No. 2015-36, as amended, is hereby further amended by adding the following subsection as 5.3.7 a) as follows:

“5.3.7 a) **Defined Area** (23727 Beattie Line)

A1-7 as shown on Schedule “A” Map No. 10

Permitted Uses

Those uses permitted under subsection 5.1.1
A second single unit dwelling

Home Occupations

Notwithstanding Section 5.2.4 b) a home occupation within an accessory building on lands known municipally as 23727 Beattie Line shall not exceed 250 square meters in floor area

3. This By-law comes into force upon the day it is passed in the event an appeal has not been filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended. In the event an appeal is filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended, the By-law shall be deemed not to have come into force until the appeal has been finally disposed of, whereupon the By-law, except for such parts as are repealed or amended as so directed by the Ontario Land Tribunal (OLT), shall be deemed to have come into force on the day it was passed.

Read a first, second, and third time and finally passed this 23rd day of February 2023.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

BEATTIE LINE

**Lands to be Rezoned
General Agricultural
Special Regulation 7
(A1-7) Zone**

LINDEN RD

This is Schedule "A" to By-law No. 2022-
passed on the 23rd day of February, 2023

MAYOR

CLERK

MUNICIPALITY OF WEST ELGIN
Comprehensive Zoning By-Law 2015-36
SCHEDULE 'A' MAP 10



0 100 200
Meters





Municipality of West Elgin

Minutes

Council Meeting

February 9, 2023, 9:30 a.m.

West Elgin Community Complex - Hybrid Meeting

160 Main St

West Lorne

Electronic Hybrid Meeting

Present:

Mayor D. McPhail
Deputy Mayor R. Leatham
Councillor T. Tellier
Councillor M. Navackas
Councillor B. Denning

Staff Present:

M. Badura, CAO/ Treasurer
J. Nethercott, Clerk
L. Gosnell, Manager of Operations & Community Services
R. Brown, Planner

**This Meeting was held in Hybrid format and the recording available at
www.westelgn.net**

1. Call to Order

Mayor Duncan McPhail called the meeting to order at 9:31 a.m.

2. Adoption of Agenda

Resolution No. 2023- 51

Moved: Councillor Tellier

Seconded: Councillor Navackas

That West Elgin Council hereby adopts the Agenda as presented.

Carried

3. Disclosure of Pecuniary Interest

No disclosures

4. Adoption of Minutes

Resolution No. 2023- 52

Moved: Councillor Denning

Seconded: Deputy Mayor Leatham

That the Minutes of the Council meeting on January 26, 2023 and the Committee of the Whole meeting on January 30, 2023 be adopted as circulated and printed.

Carried

5. Business Arising from Minutes

None.

6. Consent Agenda

Resolution No. 2023- 53

Moved: Councillor Navackas

Seconded: Councillor Tellier

That West Elgin Council hereby receive and file the Consent Agenda as presented.

Carried

6.1 Monthly Staff Reports

6.1.1 Building Department Summary Report – January 2023

**6.1.2 L. Gosnell, Manager of Operations & Community Services -
Monthly Operations Update – January 2023**

6.2 Communications from Other Municipalities

6.2.1 Town of Petrolia - School Board Elections Resolution

6.2.2 County of Huron - Cannabis Act

6.3 Other Items

6.3.1 OPP - Tyre Nichols

6.3.2 2023 Farmland Forum

7. Staff Reports

7.1 Planning

Planner, Robert Brown provided a verbal update regarding the New Official Plan timeline. The Consultants are aiming to have a first draft to present to Council at a special meeting sometime in mid to late April and from there statutory meetings and Open Houses would be scheduled with an anticipated adoption in mid to late summer, if all goes well.

7.1.1 R. Brown, Planner - Severance Applications E86-22 & E87-22 – Comment to Elgin County – Planning Report 2023-06

Resolution No. 2023- 54

Moved: Councillor Denning

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding consent applications File E86-22 and E87-22 – Comments to the County of Elgin (Planning Report 2023-06);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance applications, File E86-22 and E87-22, subject to the Lower-Tier Municipal conditions in Appendix Two A and B of this report;

And further that West Elgin Council directs Administration to provide this report as Municipal comments to the County of Elgin.

Carried

**7.1.2 R. Brown, Planner - Severance Application E91-22 –
Comments to Elgin County – 2023-07 Planning Report**

Resolution No. 2023- 55

Moved: Deputy Mayor Leatham

Seconded: Councillor Denning

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding consent application File E91-22 – comments to the County of Elgin (Planning Report 2023-07);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E91-22, subject to the Lower-Tier Municipal conditions in Appendix Two of this report;

And further that West Elgin Council directs Administration to provide this report as Municipal comments to the County of Elgin.

Carried

**7.1.3 R. Brown, Planner - Severance Application E103-22 –
Comments to Elgin County – 2023-08 Planning**

Resolution No. 2023- 56

Moved: Councillor Tellier

Seconded: Councillor Navackas

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding consent application E103-22 – Comments to Elgin County (Planning Report 2023-08);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for the consent application, File E103-22, subject to the Lower-Tier Municipal conditions in Appendix Two of this report;

And further that the West Elgin Council directs Administration to provide this report as Municipal Comments to the County of Elgin.

Carried

7.2 Clerk's

7.2.1 J. Nethercott, Clerk - Draft Noise By-law for Review

Councillor Tellier inquired if Staff would include Diwali Celebrations when looking into the days permitted to host fireworks.

Resolution No. 2023- 57

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk Re: Draft Noise By-law for Review and Comments; and

That West Elgin Council hereby directs staff to bring forward the By-law to adopt the Noise By-Law in the By-law portion of the February 6, 2023 Agenda.

Carried

8. Committee and Board Report

8.1 West Elgin Community Centre Board of Management - Nov 9, 2022

8.2 Four Counties Transportation Services Committee - December 15, 2022

8.3 Councillor Reports from Committees

Councillor Denning reported that the Tri-County Water Board hosted a meet and greet at the Water Plant on January 30. This was well attended and members got to know one another and tour the facility.

9. Consideration of Items Requiring Discussion

None.

10. Council Inquires/Announcements

10.1 Notice of Motion

None.

10.2 Statements/Inquires by Councillors

None.

10.3 Matters of Urgency

CAO/Treasurer Magda Badura reported that the 2023 Budget Meeting date needs to be adjusted and is requesting Council approval to delay the meeting until March 2, 2023.

Resolution No. 2023- 58

Moved: Councillor Denning

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby reschedule the February 16, 2023 Committee of the Whole Meeting to 9:30 a.m. March 2, 2023.

Carried

11. Upcoming Meetings

Below is a list of upcoming meetings for Council:

- Committee of the Whole - Budget Meeting - 9:30 am March 2, 2023 (RESCHEDULED)
- Tri-County Water Board Meeting - 7 pm February 21, 2023
- Council - 9:30 am February 23, 2023

12. By-Laws

12.1 By-Law 2023-12 - Amend Fees and Charges By-Law

Resolution No. 2023- 59

Moved: Councillor Navackas

Seconded: Councillor Denning

That By-law 2023-12, Being a By-Law to Amend By-Law 2023-10 to Provide for Various Fees and Charges for the Municipality of West Elgin for 2023, be read a first, second and third and final time.

Carried

12.2 By-Laws 2023-13 - Noise By-law

Resolution No. 2023- 60

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That By-law 2023-13 Being A By-Law to Prohibit and Regulate Noise and Vibration, is read a first, second and third and final time.

Carried

13. Confirming By-Law

Resolution No. 2023- 61

Moved: Councillor Tellier

Seconded: Councillor Navackas

That By-law 2023-14 being a By-law to confirm the proceeding of the Regular Meeting of Council held on February 9, 2023, be read a first, second and third and final time.

Carried

14. Adjournment

Resolution No. 2023- 62

Moved: Councillor Tellier

Seconded: Councillor Navackas

That the Council of the Municipality of West Elgin hereby adjourn at 10:07 a.m.to meet again at 9:30 a.m. on February 16, 2023 as Committee of the Whole and at 9:30 a.m. on February 23, 2023, as Council or at the call of the Chair.

Carried

Duncan McPhail, Mayor

Jana Nethercott, Clerk



February 6, 2023

Janna Nethercott, Clerk
Municipality of West Elgin
22413 Hoskins Line
Rodney, ON N0L 2C0

Dear Ms Nethercott,

**Re: Public Notice of an Application, Proposed Draft Plan of Subdivision,
KLM Holdings, Lot 30, Registered Plan No. 202, Geographic Village of Rodney,
Municipality of West Elgin, Our File No. 34T-WE2301**

The County of Elgin accepted as complete, an application for the above noted proposed plan of subdivision on February 6, 2023. The approval process includes the requirement to give Notice of an Application. Pursuant to the Planning Act, the County of Elgin requests the Municipality of West Elgin give Notice of an Application to the prescribed persons and public bodies stipulated under the Act.

Due to recent changes to the Planning Act, a statutory public meeting is no longer required, however the Municipality of West Elgin may hold one at Council's discretion. Pursuant to the Planning Act, the Approval Authority has 180 days to make a decision, after which the applicant may appeal to the Ontario Land Tribunal. As such we would encourage the Municipality to hear the application by April 6, 2023 in order to pass a resolution in support or in opposition to the proposed plan, and any associated conditions of approval. Within 15 days of hearing the application the Municipality must provide the prescribed information to the County. Ontario Regulation 544/06 sets out the specifics regarding the Notice of an Application.

Thank you for your assistance in this matter and if you have any questions, please contact me.

Sincerely,

Paul Hicks,
Acting Manager of Planning
County of Elgin

cc: Robert Brown, Planner, Mun. of W Elgin

CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

Council and Committee of the Whole Meeting

Resolution # 2023/38
Title: Support resolution for Bill 23
Date: February 7, 2023

Moved by: Councillor Jérôme Courchesne
Seconded by: Councillor Anne Tessier

WHEREAS the Government of Ontario recently passed Bill 23, More Homes Built Faster Act, 2022 without providing meaningful or adequate opportunity for municipalities to provide input on ways to increase the supply of housing and to improve housing affordability in Ontario while ensuring the financial capacity of municipalities to support growth and protection of the environment;

AND WHEREAS Bill 23 will have significant negative impact on, green standards, environmental protection of wetlands, conservation, social housing and other significant areas of concern;

AND WHEREAS Bill 23 will negatively impact municipalities' ability to manage growth, fund essential services and provide new infrastructure for the community resulting in fewer affordable housing units and putting pressure on the municipal tax rate by freezing, reducing, and exempting fees and development charges;

AND WHEREAS Bill 23 will have a negative environmental impact by removing the Conservation Authority's ability to review and consult on developments impacting natural heritage and conservation;

AND WHEREAS Bill 23 will result in reduced parkland for municipalities;

AND WHEREAS Bill 23 will open up the Greenbelt for development when the Greenbelt should remain an environmentally protected area so it can continue to help with flood control, provide clean air, and protect us from natural disasters;

AND WHEREAS a preliminary analysis of Bill 23 by the Association of Municipalities of Ontario (AMO) indicates the transfer of up to \$1 billion a year in costs from private sector developers to property taxpayers without any likelihood of improved housing affordability while also undermining environmental protection;

AND WHEREAS a growing number of municipalities have joined in expressing their concern with the negative impacts of Bill 23;

NOW THEREFORE BE IT RESOLVED:

1. That the Municipality of West Nipissing formally express its opposition to Bill 23 in its current form and that this resolution be forwarded to the Premier of Ontario, the Minister of Municipal Affairs and Housing Steve Clark, and MPP for Nipissing Timiskaming, John Vanthof;
2. That a copy of this resolution also be sent to the Association of Municipalities of Ontario, and all Ontario municipalities.

CARRIED



February 2, 2023

Municipality of West Elgin
22413 Hoskins Line
Rodney, ON
N0L 2C0

Attention: Magda Badura, CAO/Treasurer

**RE: Proposed Woodlands Clearing
Part Lot A, Concession 5 West Division, Municipality of West Elgin**

Under Section 135 (2) of the Municipal Act all abutting landowners shall be notified of impending woodlot clearings.

This letter hereby notifies you of the proposed woodland clearing by Richard and Tonya Vyn. The proposed clearing of 0.4 hectares (~1 acre) on Part Lot A, Concession 5 West Division in the Municipality of West Elgin is for the purposes of incorporating an existing cleared area into farm land.

The Elgin County Woodlands Conservation Bylaw contains a “no net loss” provision to ensure the protection and enhancement of forest cover in the county. Approval of this clearing exemption would be conditional on trees being replanted in a suitable location under the direction of a qualified forester at the applicant’s expense.

If you have objections to this proposed clearing please reply in writing to the Elgin County Tree Commissioner, c/o Kettle Creek Conservation Authority, R.R.#8, 44015 Ferguson Line, St. Thomas, Ontario, N5P 3T3, by the 9th day of March 2023.

If you have any questions regarding this notice, please contact the undersigned at (519)-631-1270 ext. 231.

Yours truly,

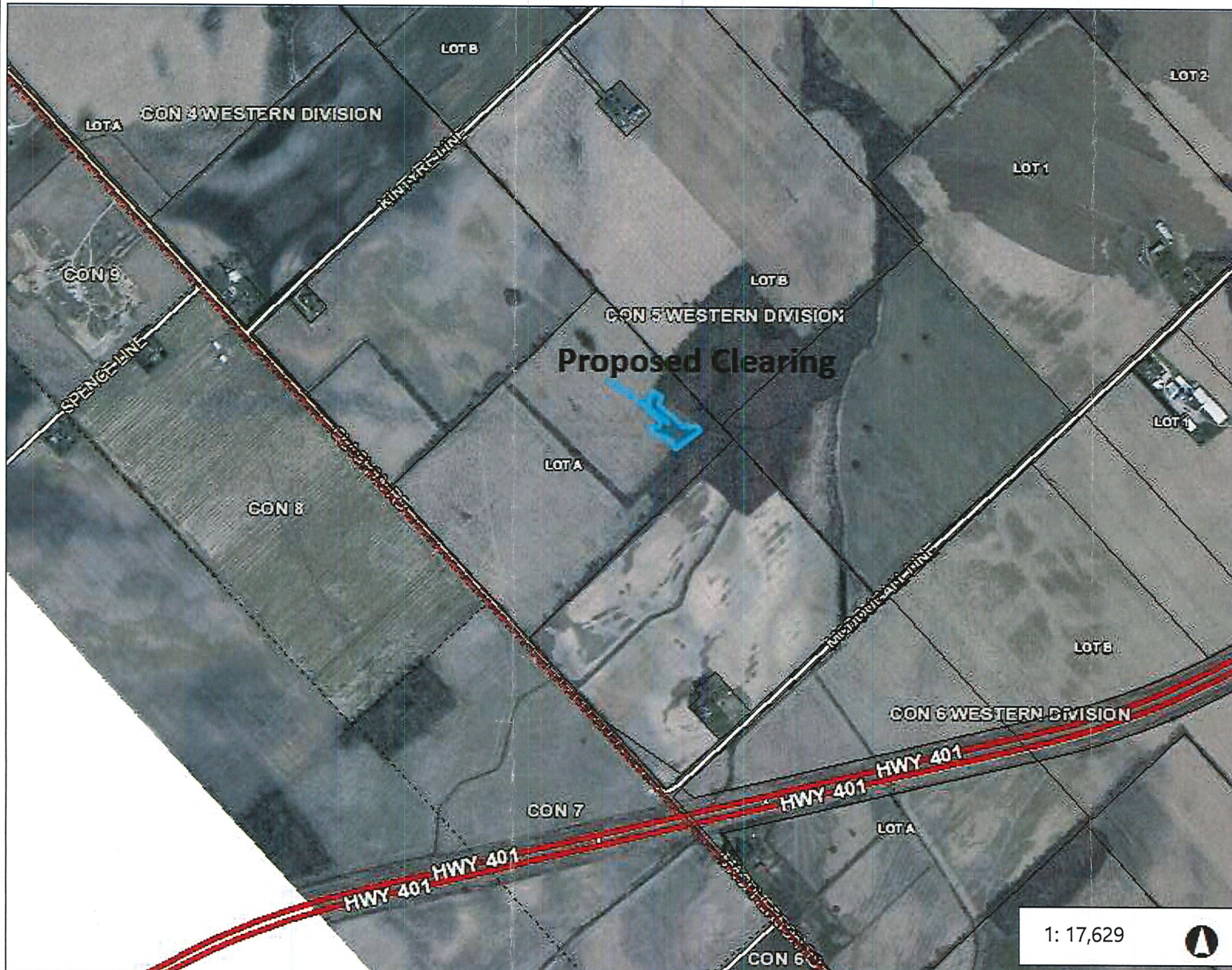
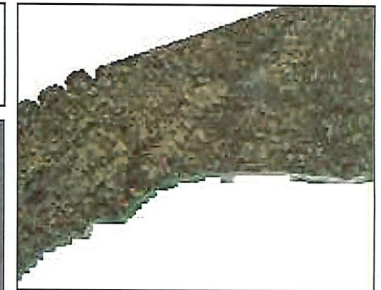
Jeff Lawrence
Elgin County Tree Commissioner

County of Elgin
Administrative Services
450 Sunset Drive
St. Thomas, ON N5R 5V1
Phone: 519-631-1460
www.elgincounty.ca



ELGIN MAPPING

Part Lot A, Concession 5 West Division, West Elgin



Legend

- Elgin County Parcels
- Concessions
- Lot Lines
- Boundary
- Elgin Road Network
- Elgin Road Network
- Elgin Road Network

1: 17,629



0.9 0 0.45 0.9 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Elgin County OPP 2022 Annual Report



"Committed to public safety, delivering proactive and innovative policing in partnership with our communities"



Elgin Group Police Services Board

**Chair: Sally Martyn
Ida McCallum
Trudy Kanellis
Dan Froese
Dave Jenkins
CAO: Julie Gonyou**

Our Elgin Group Police Services Board is extremely appreciative of how responsive our members have been responding to traffic complaints and all of the diverse calls for service within Elgin County during this busy year. Chair Sally Martyn transitioned out of her role as chair of the Police Services Board at the end of 2022, and we wish to thank her for the support and dedication she demonstrated towards enhancing community safety in Elgin County.

Detachment Commander



Inspector Mark Loucas

I am very pleased to be your Detachment Commander and on behalf of each of you, the dedicated officers and staff of the Elgin County OPP Detachment, it gives me great pleasure to present the 2022 Annual Report. This report will showcase the high level of commitment that the Elgin County OPP has brought to all municipalities within Elgin County.

Elgin officers and administrative staff have worked in partnership with numerous stakeholders, partners, community groups, and services throughout the year to help us achieve our organizational commitments. Several significant, provincial protests created unique and unprecedented challenges which caused us to reflect and adjust how we conducted daily operations. Additionally, the completion of the amalgamation between the Chatham-Kent and Elgin Detachments has further strengthened our operational capacity and has significantly improved the availability of resources and equipment.

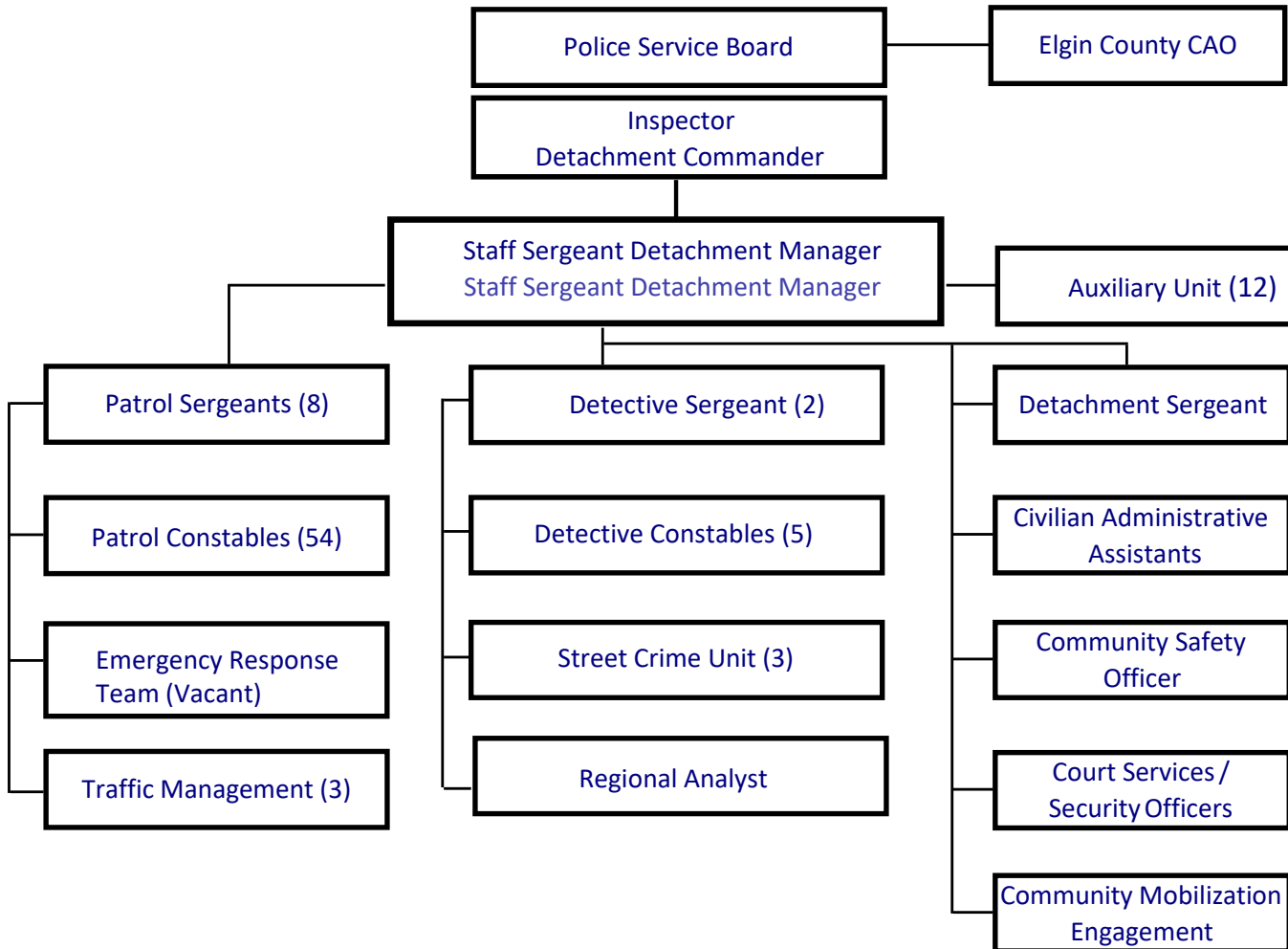
In 2022, our policing priorities were focused on achieving the key commitments from our 2020-2022 Detachment Action Plan, which included crime prevention, increased traffic and public safety on our roadways, waterways, and trails, and enhanced relationships with our municipalities, policing partners, and local community supports/resources. As we prepare our 2023 Detachment Action Plan, we will build upon our past successes while incorporating organizational commitments with local community priorities to reflect a responsive and inclusive service delivery model.



Organization



ELGIN COUNTY OPP



Elgin County OPP Detachment staffing numbers increased in 2022 as a result of an amalgamation with the Chatham-Kent OPP Detachment. Further, the anticipated results from the Provincial Service Delivery Model are extremely positive and will result in increased staffing for our detachment. The final results will be shared once they are officially released.



Elgin County Auxiliary Unit 2022 Year in Review

The Elgin Auxiliary Unit has an operational capacity of 14 members. Since March 16, 2020, the majority of members within the OPP Auxiliary Program were stood down from active duty, while the organization addressed COVID-19 restrictions. On June 8, 2020, the Auxiliary program began implementing a three-phased approach for its members to begin returning to active duty. Due to the resurgence of COVID 19 member's attendance and assistance was limited. Several members were successful in achieving full-time status and others departed the program for personal reasons. A plan to actively recruit members to the unit commenced in late December and will continue into the new year.



PC Alexandria CULLEN was presented with the Keirstead Award for Outstanding contributions to the OPP Auxiliary Program. (Pictured with Insp LOUCAS and PC WIEBE)



Business Planning



2020 - 2022 Action Plan

Our Annual Business Plan has been changed to a three-year Action Plan to coincide with the new OPP three-year Strategic Plan. Our 2020 - 2022 Action Plan priorities as identified with community and Police Service Board consultation are:

1. Crime

- To prevent and investigate property crime.
- Continued support and engagement in the intelligence-led policing-crime abatement strategy. (ILP-CAS).
- Work in collaboration with local community resources/groups to facilitate a trusted and victim-centered approach in our processes, policies, and programs.

2. Traffic

- Concentrating on “The Big Four” causal factors of fatal, personal injury, and property damage collisions which include: impaired driving, speeding/aggressive driving, inattentive/distracted driving, and seat belt use.
- To sustain a continuous and year-round focus on the causal factors of motorized vehicle collisions on our roadways, waterways, and trails.

3. Other

- Streamline collision reporting through the implementation of a Detachment Collision Reporting Centre (CRC).
- Identify and implement co-response options such as our Mental Crisis Response Team (MCRT) for non-police-related demands for service.
- Develop and finalize a transfer of care protocol with the St. Thomas Elgin General Hospital (STEGH).

Crime Management Plan

Elgin County Detachment has a comprehensive Crime Management Plan that is administered through the leadership of Regional Detective Sergeant Victoria Loucks. The Crime Unit includes five detectives assigned to major case investigations and three detectives assigned to the Community Street Crime Unit (CSCU). The CSCU is responsible for investigating property crimes and drug investigations. The Domestic Violence Investigator position was vacated in 2022 and a process is being established to replace this member.

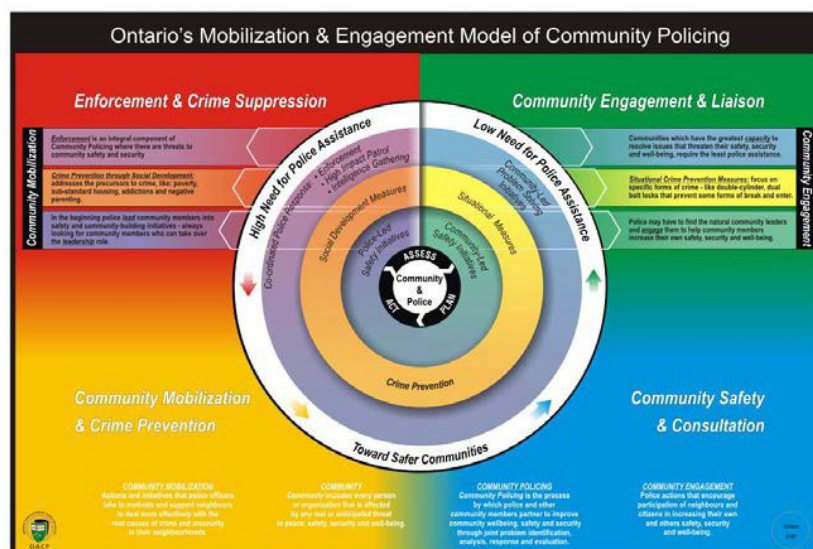
The Crime Unit is responsible for oversight and investigation of all serious crimes that occur in our detachment area. The foundation of the plan supports the OPP Results Driven Policing methodology and focuses on public safety through crime prevention and investigative excellence.

Traffic Management Strategy

Elgin County Detachment has developed a Traffic Management Strategy with a goal of reducing motor vehicle collisions, specifically those that result in injury and death. Our focus in 2022 continued to be enforcement and education around aggressive driving, impaired driving, seat belt use, and distracted driving. These four driving habits are within complete control of the driver and together can have the largest impact on road safety. Elgin County Detachment continues to employ a Traffic Management Unit (TMU) responsible for enhanced traffic enforcement within Elgin County. Our TMU is dedicated to responding to community-identified traffic issues as well as issues identified through analysis by our Regional Analyst and the Focused Patrol Program. The unit continues to utilize speed measuring devices to capture data and coordinate responses to traffic concerns.

Community Policing Committees

Elgin County OPP is very fortunate to have a strong, well-established network of Community Policing Committees to represent the municipalities we serve. We work in partnership with our committees to identify and resolve issues of crime and traffic concerns that are identified by the community. Additionally, our committee members volunteer countless hours of their time to support many community initiatives; particularly those that assist children, the elderly, and vulnerable groups. Elgin County has Community Policing Committees located in West Elgin, Southwold, Dutton- Dunwich, Port Stanley, Belmont, Malahide, and Bayham. Elgin County OPP is very appreciative of the hard work all of our committees do to support their community and the OPP. Although hampered by the COVID-19 pandemic, we continue to liaise with our committees using the Ontario Mobilization & Engagement Model of Community Policing. Additionally, all of our committees are now using the model as a guide to assist them in setting priorities and objectives.



Community Mobilization and Engagement

What is Community Mobilization and Engagement?

Elgin County OPP follows Ontario's Community Mobilization and Engagement Model of Community Policing. Prevention and early intervention by collaboratively working with community partners have proven effective in providing the greatest impact and lasting solutions for crime reduction and preventing victimization. Building strong relationships with community residents and stakeholders remains an effective and efficient method of preventing crime and increasing the quality of life for the residents of Elgin County.

This approach allows for more flexibility in addressing policing needs and priorities at the local level, by involving community residents in efforts to improve the overall quality of life in their communities. Community mobilization and engagement also allows for a fundamental shift in police work from the traditional response to calls for service towards a more holistic approach that builds upon localized community capacity to address the risk factors associated with crime and victimization. The goal of engaging the community is to move from police-led initiatives to community-led initiatives that contribute to the safety of all.

The following Community Mobilization Projects remain a priority for Elgin County OPP:

- Elgin Community Drug and Alcohol Strategy Development
- Elder Abuse Prevention
- Mental Health and Crisis Response Team
- Police and Hospital Transition Framework
- Senior Frauds/Scams
- Rapid Response Working Group – Alzheimer's Society

Elgin County Drug and Alcohol Strategy

Based on community concerns, in 2018 the Elgin Situation Table identified a need for a comprehensive drug and alcohol strategy within our community. A dedicated workgroup/task force was formed with the primary focus of developing a collaborative plan based on a “Four Pillars” approach of prevention, treatment, harm reduction, and justice. **The mission:** Create, implement, and evaluate a comprehensive drug and alcohol strategy that meets the needs of our community based on the pillars of prevention, treatment, harm reduction, and justice. **The vision:** A safe and healthy Community in Elgin County without the negative impacts of drugs and alcohol.

The workgroup has worked hard to continue to develop a community-based Drug and Alcohol Strategy, while navigating the challenges of the pandemic.



Community Safety Officer / Media Officer

Constable Brett PHAIR was identified as our Community Safety Officer (CSO) and media officer in 2022 and has continued to achieve successes with strengthening connections with community stakeholders, schools, and media partners.



MEDIA

P/C PHAIR continued to work with our media partners within the County and surrounding area which has facilitated greater messaging for our communities regarding public safety, crime trends, and traffic issues.

P/C PHAIR often provides reporting on regional issues for mainstream media at the request of West Region Headquarters.

Social media continues to be a priority for P/C PHAIR which enables our communities to be instantly connected to investigations and police activities within their specific communities.

SPECIAL PROJECTS

ATV Patrols



Marine Patrols



Enhanced visibility on our roadways, waterways, and trails remains a priority for Elgin County OPP members.

ATV Patrols

In recent years, Elgin County has experienced growth in rural trail usage with the establishment of the Talbot Trail ATV Club (TTAC). The TTAC have worked with several private property owners to establish over 100 kms of well-maintained ATV trails within Elgin County. As a result, ATV patrols along our county trails in response to community concerns has resulted in positive, community feedback regarding the enhanced OPP visibility and enforcement along our county trails. In 2022, Elgin County OPP received support in the acquisition of 2 ATV's dedicated to patrol the trails and be utilized during community events.

Marine Unit

Elgin County OPP marine members recorded over 156 hours of patrol during the 2022 season while responding to 65 calls for service. The marine unit is responsible for approximately 450 square kilometers of Lake Erie and covers approximately 220 kms of shoreline along the north shore of the Lake. Enhanced visibility along Lake Erie remains a priority for our marine operators to ensure the safety of community residents, swimmers, and boaters who enjoy our popular beaches including Port Glasgow, Port Stanley, Port Bruce, and Port Burwell along with Rondeau and Erieanu.

Through amalgamation, Elgin County OPP further conducts patrols and responds to calls for service along the shore of Lake Erie through to Essex County as well as Lake St. Clair and the Detroit River.



Community Street Crimes Unit

The Elgin/Middlesex Community Street Crimes Unit (CSCU) have been extremely successful in 2022. The CSCU investigated 146 occurrences, executed 133 judicial warrants, charged 104 persons, and laid 675 charges. CSCU investigations required countless hours of investigative expertise from our members to maintain the safety and security of our community residents and business owners.

Possess Stolen Property, Weapons – Number of charges: 16

Seized Items:

- 2022 GMC Sierra Denali pickup
- Polaris side by side
- 5 Assorted Milwaukee hand tools (impact driver, reciprocating saw, angle grinder, circular saw, work light)
- 2 Stolen licence plates
- 12ga pump action shotgun
- 4 Windows from an unknown job site
- 2 Apple iPhones

Oxford CSCU began investigating a suspect for the theft of multiple high end motor vehicles valued at over half a million dollars. On April 19, 2022, a pickup truck, that was later determined to be stolen, attended a gas station, filled up and drove off. The Elgin/Middlesex CSCU located the vehicle and the suspect was positively identified. After multiple attempts, the suspect was located and arrested. A subsequent search of the stolen vehicle yielded a black 12ga pump action shotgun as well as the keys to the stolen Polaris side-by-side and the tools stolen from the Oxford B&E (total value \$93,900).

Shoplifting: Number of charges: 11

Seized Items:•75 grams Cocaine

- 3 vials Hydromorphone (2 microgram injection vials)
- Remington 12ga pump action shotgun (barrel cut down)
- x4 12ga shotgun shells from above gun (loaded in magazine tube)
- .762 rifle round
- 1 pill Dilaudid – 8mg
- Guns parts (sawed off barrel, stock, handle)
- x6 Spent/used 12ga shotgun shells
- Drug packaging material

On September 23, 2022, Huron OPP responded to a shoplifting/theft call. A male, later identified, stole a .22 cal Savage magazine from the store. Prior to the theft, the male had a conversation with store staff and made comments about having an SKS rifle and a large amount of ammunition. Huron OPP investigated and subsequently put out an officer safety BOLO. On September 26, 2022, the male returned to the store and staff contacted the OPP. The male was arrested and charged. Elgin/Middlesex CSCU and Huron/Perth CSCU became involved and authored a Section 487.1 Telewarrant to Search. On September 26, 2022, members of the Elgin/Middlesex CSCU and Huron/Perth CSCU executed the search warrant. Police located a loaded, sawed off 12ga shotgun, with four shells in the magazine tube and serial number obliterated. Spent shells, other gun parts were also located. Police seized 75gms of cocaine along with other indicia of drug trafficking (total value \$8,764).



Possess Stolen Property: Number of charges: 4

Seized Items:

- 2019 Hyundai Tucson
- 28 Vicodin (Hydrocodone)
- 6gms Fentanyl
- 5.6gms Methamphetamine
- Makita 2 Tool Driver Set
- Milwaukee ½" Drill
- Segway Ninebot (battery powered scooters)
- Ryobi 18V Battery
- Milwaukee Shockwave Bit Set
- Dewalt 20V Battery/Charger
- Nike Air Jordan Shoes
- Break and Enter Tools

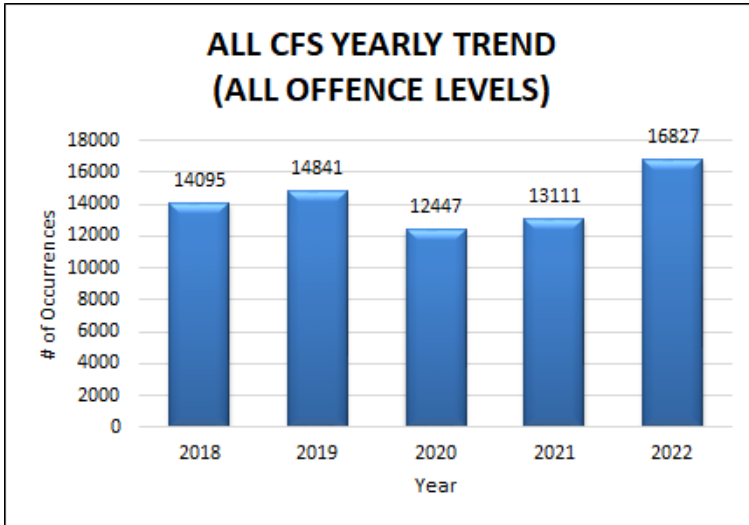
Elgin and Middlesex Counties experienced a surge in Break and Enters to car dealerships and auto service stations in 2022. On August 30, 2022, CSCU members located a stolen vehicle that was involved in previous break and enters. The suspect and another male were observed leaving the property and walking towards the stolen vehicle. CSCU intercepted both males and arrested them. The second male turned out to be the individual who was the subject of a previous search warrant executed by CSCU. Quantities of fentanyl and methamphetamine were located on the suspect along with the keys to the stolen vehicle. Members of Elgin/Middlesex CSCU and Oxford CSCU executed the search warrant resulting in police locating stolen property that assisted in solving thefts and break and enters in the area (approx. value \$33,195).



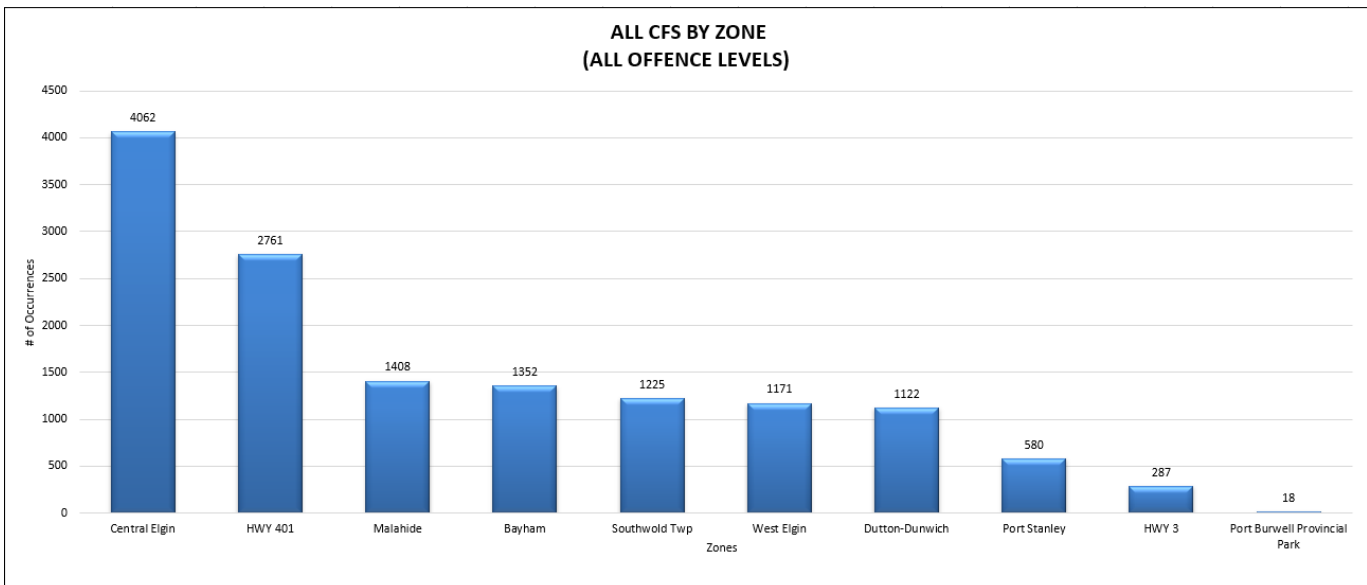
Detachment Statistics



All Calls for Service 2018-2022



All Calls for Service by Zone - 2022



Traffic Safety



The safety of motorists on Elgin County roads has always remained a priority for Elgin Detachment. Our Traffic Management Team (TMU) is dedicated to enforcement and response to traffic complaints within the County.

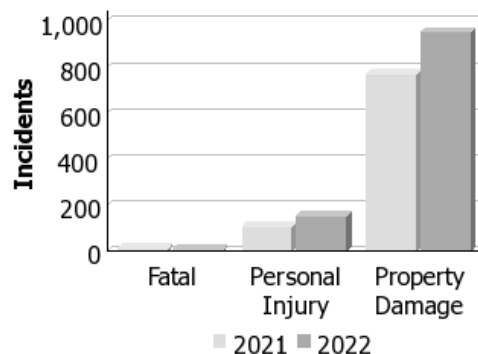
Elgin County OPP Officers conducted 690 static RIDE checks in 2022, including RIDE initiatives performed and funded through our RIDE Grant Funding Stream. For 2022, Elgin County was awarded \$14,900 for RIDE checks, with all of the funds used to support RIDE checks throughout Elgin County.

We have seen a significant increase in motor vehicle collisions in Elgin County in 2022 with a total of 1111. In 2021, our total collisions amounted to 887 for the year. The single largest causal factor increase during 2022 was animal related. Another factor for the increase was the implementation of a Collision Reporting Centre which permits drivers from out of jurisdiction to report collisions to the Elgin County Detachment. We will continue to use statistical analysis and focus on targeted enforcement of Impaired Driving, Aggressive Driving, Seat Belt Use, and Distracted Driving to attempt to bring the total crashes down.

These four factors can often be the difference between a minor crash with no injuries and a major crash resulting in injuries or death. Below are the comparison tables outlining collision statistics in Elgin County between 2021 – 2022.

Motor Vehicle Collisions by Type

Incidents	January to December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Fatal	10	5	-50.0%	10	5	-50.0%
Personal Injury	107	153	43.0%	107	153	43.0%
Property Damage	768	953	24.1%	768	953	24.1%
Total	885	1,111	25.5%	885	1,111	25.5%



Fatalities in Detachment Area:

Fatalities in Detachment Area							
Incidents		January to December			Year to Date - December		
		2021	2022	% Change	2021	2022	% Change
Motor Vehicle Collision	Fatal Incidents	10	5	-50.0%	10	5	-50.0%
	Alcohol Related	1	0	-100.0%	1	0	-100.0%
Off-Road Vehicle	Fatal Incidents	0	0	--	0	0	--
	Alcohol Related	0	0	--	0	0	--
Motorized Snow Vehicle	Fatal Incidents	0	0	--	0	0	--
	Alcohol Related	0	0	--	0	0	--
Persons Killed		January to December			Year to Date - December		
		2021	2022	% Change	2021	2022	% Change
Motor Vehicle Collision		11	5	-54.5%	11	5	-54.5%
Off-Road Vehicle		0	0	--	0	0	--
Motorized Snow Vehicle		0	0	--	0	0	--

Total Collisions by Month

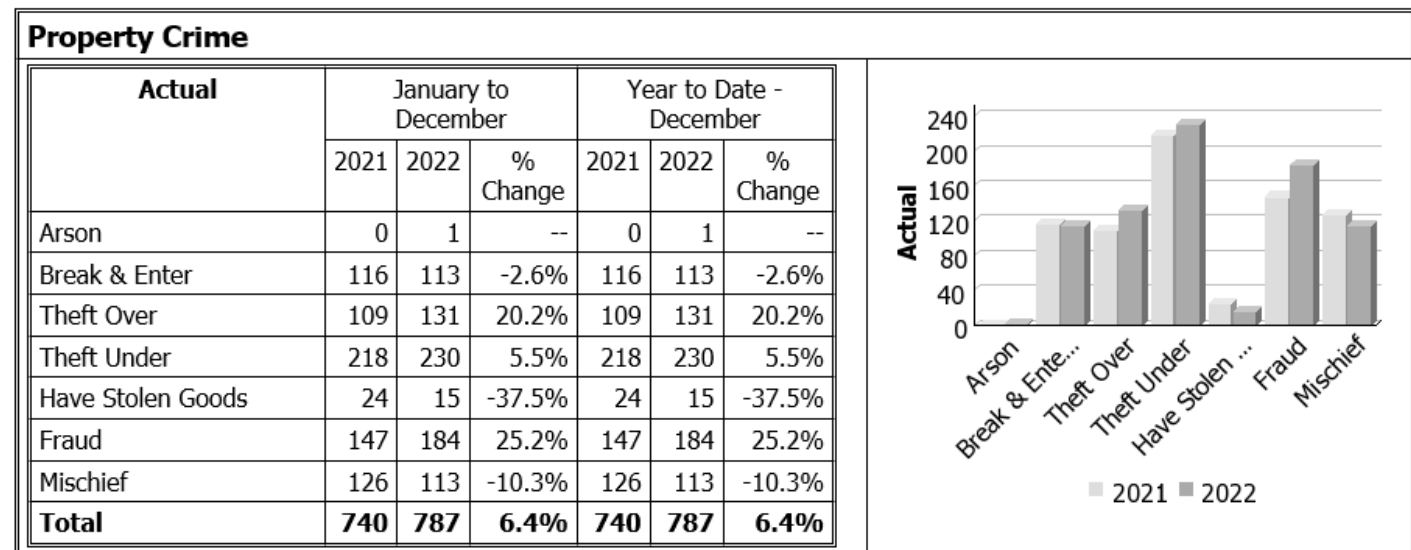
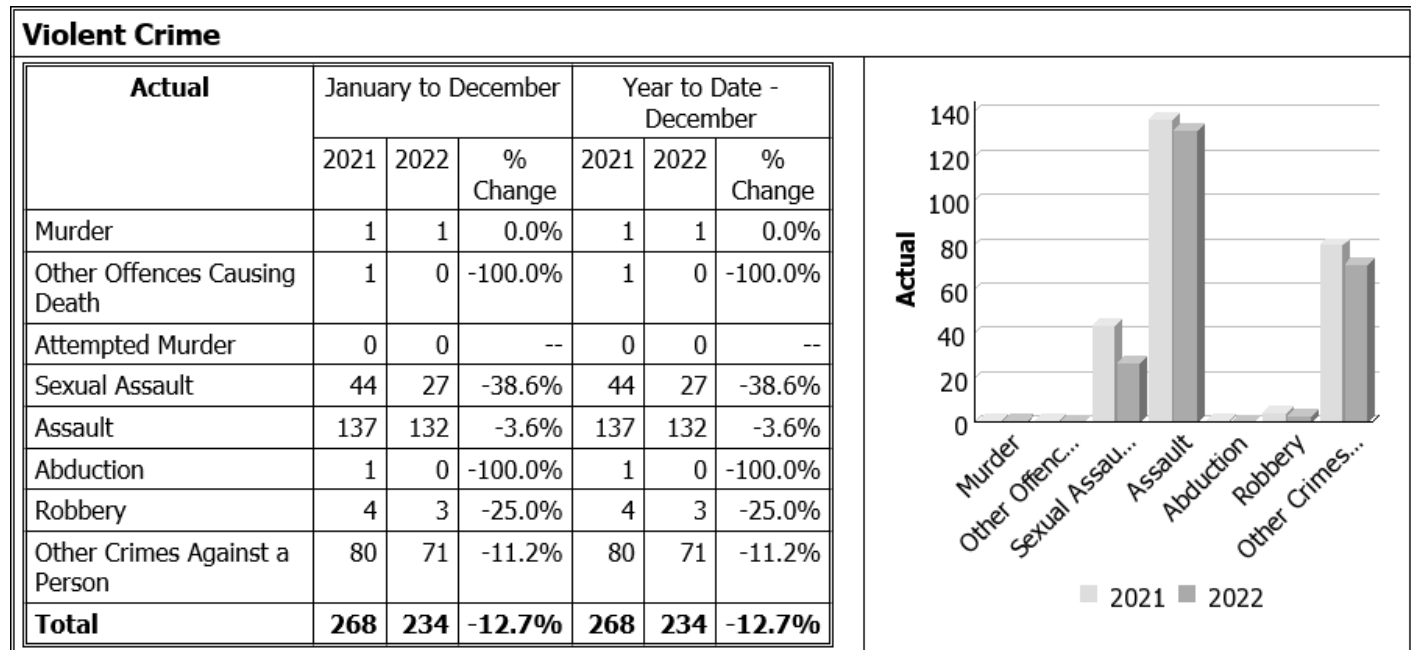
2022 Total Collisions by Month													
January	February	March	April	May	June	July	August	September	October	November	December	All Months	
86	90	73	65	82	105	85	66	78	128	135	118	1,111	

Total Collisions by Primary Cause

2022 Total Collisions by Primary Cause																							
Speed-excessive	Speed-Too Fast for conditions	Speed-too slow	Following too closely	Ability Impaired-Alcohol	Ability Impaired-Drugs	Pedestrian	Animal-Wild or domestic	Driver fatigue	Inattentive driver	Medical/Physical Disability for Driver	Disobeyed traffic control	Failed to yield right of way	Imp over turn	Imp over passing	Imp over lane change	Fall to share	Lost control	Debris on roadway	Mechanical failure	Other	All Incident Contributing Factors		
8	67	3	47	22	2	2	472	20	147	7	12	79	22	11	9	10	30	18	17	46	1,111		

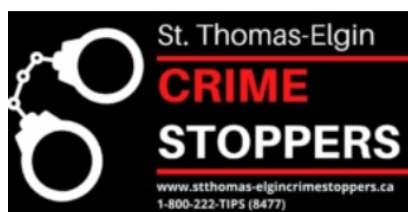
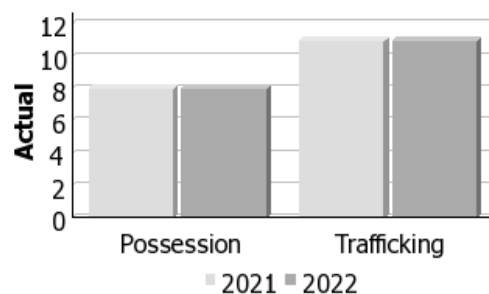
Crime Prevention

Throughout 2022, Elgin County Detachment continued our commitment to crime prevention. A large component of this goal is the pro-active education provided through media outlets, increased officer visibility, and adherence to the principles of Intelligence Led Policing. Using analytics from the Regional Analyst we identify areas of concern and assign officers to specific focused patrols related to crime and traffic trends. The creation of our Community Street Crimes Unit in conjunction with the expertise provided by our Crime Unit has increased the effectiveness of our investigations and provided targeted enforcement.



Drug Crime

Actual	January to December			Year to Date - December		
	2021	2022	% Change	2021	2022	% Change
Possession	8	8	0.0%	8	8	0.0%
Trafficking	11	11	0.0%	11	11	0.0%
Importation and Production	0	0	--	0	0	--
Total	19	19	0.0%	19	19	0.0%



St. Thomas-Elgin Crime Stoppers

Elgin County OPP continues to support the London-Elgin-Middlesex Crime Stoppers Program.



Financial Reports



Elgin Group Annual Billing Report

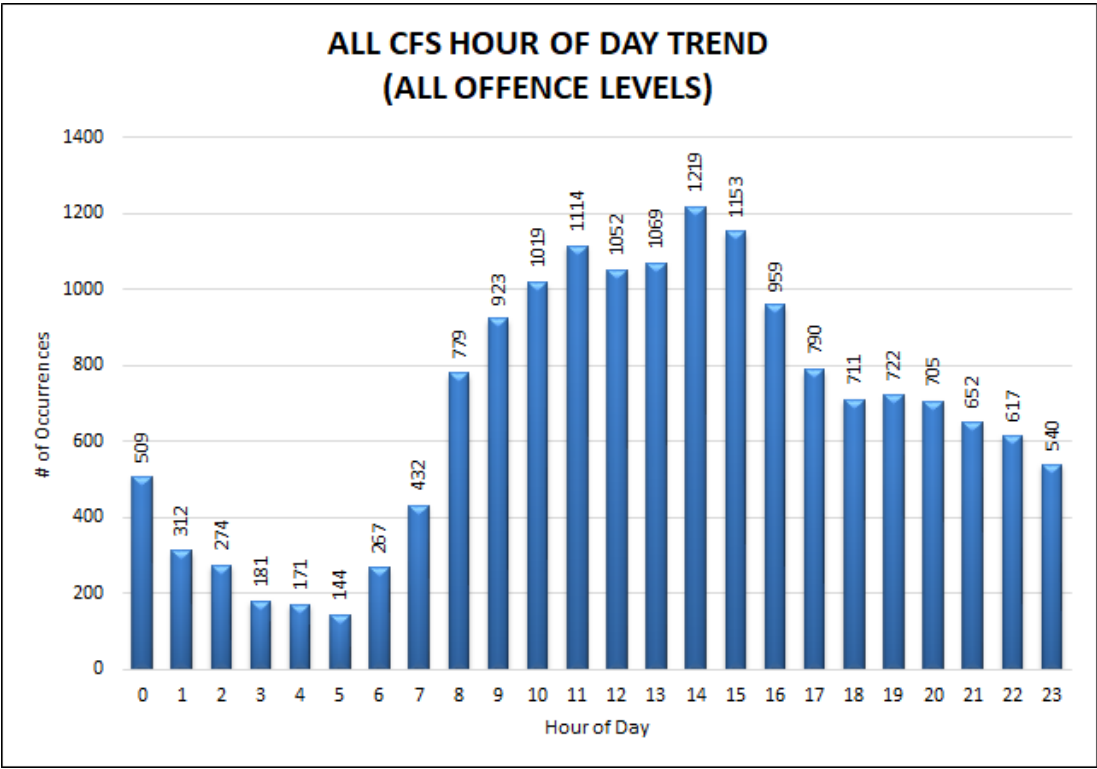
The average 2022 municipal policing cost per property (for municipalities billed applying the OPP Billing Model) across the province (including the cost of all contract enhancements) is \$354.80, a decrease of \$0.26. The total estimated cost recovery is up by \$5.9M or 1.4%.

The 2022 Estimate of Base Services cost per property is a record low at \$172.07. The trend of year over year increased Calls for Service workload allocation continues. The 2022 Base Services vs. Calls for Service workload allocation split is 51.3% : 48.7% (2021 - 53.1% : 46.9%).

The total 2020 reconciled costs recovered under the billing model were slightly lower than estimated, a 0.2% reduction, while the total 2020 reconciled Base and Calls for Service costs were slightly higher than estimated, up 0.8% due to cost increases in benefits (WSIB, pensions, and termination pay). Overall, overtime cost increased slightly compared to estimated, up 0.6%. Court security and prisoner transportation costs were less than estimated by 20% and 37% respectively. Contract enhancements were 13% less than estimated.

Elgin County OPP remain committed to the efficient implementation of cost effective policing and have implemented a number of strategies to reduce the use of overtime, including the creation of overlap shifts from 2:00 pm to 2:00 am, and noon to midnight shifts to match peak time frames for calls for service. In addition, there are target staffing policies that govern when officers are called in to work on overtime.

All Calls for Service by Hour of Day - 2022



Elgin Group Revenue Report - Criminal Record Checks

In 2022, Criminal Record Check completion transitioned to an online application and are no longer completed at the local detachment level.

R.I.D.E. Grant

Each year, Elgin County OPP completes an application for a RIDE Grant through Mothers Against Drinking and Driving. In 2022, Elgin OPP received \$14,800 to fund police officers at RIDE checks throughout the County, with the bulk of those checks occurring during the Festive RIDE Season. We are very proud and appreciative to be partners with Mothers Against Drinking and Driving in the fight to keep impaired drivers off our roadways.



*Elgin County OPP Supports our Members and the Communities We
Police*



2022 Childhood Flag Raising Ceremony



Operation Freeze 2022





ELGIN GROUP POLICE SERVICES BOARD

Municipality of Bayham | Municipality of Central Elgin | Municipality of Dutton Dunwich

Municipality of West Elgin | Township of Malahide | Township of Southwold

February 10, 2023

The Honourable David Lametti
Minister of Justice and Attorney General of Canada
6023 Monk Blvd. Montréal, Quebec
H4E 3H5

The Honourable Marco Mendicino
Minister of Public Safety
Confederation Building, Suite 203
House of Commons Ottawa, Ontario
K1A 0A6

Dear Minister Lametti and Minister Mendicino:

I write to you in my capacity as Chairman of the Elgin Group Police Services Board to urge immediate action from the federal government to improve Canada's bail system for the protection of the public and our heroic first responders. Fueling our call for reform is our experience with the bail system that quickly returns people accused of crimes to the community only to see them regularly and willfully disregard their release conditions.

There is a growing call nationwide for systematic changes to prevent accused persons on bail from committing further criminal acts. The justice system needs to keep anyone who poses a threat to public safety off the streets, not only to protect our first responders, but also to protect our community as a whole. This protection starts with meaningful changes to the *Criminal Code*, an area solely within the federal government's jurisdiction.

In making this call to action, we understand that bail legislation must balance the rights of the accused, as outlined in Canada's *Charter of Rights and Freedoms*, with public safety and confidence in the criminal justice system. We also recognize that the imposition of restrictive bail conditions can lead to social marginalization and criminalization and can make it difficult for some individuals to complete their bail without breaching conditions.

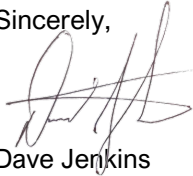
We understand that focusing solely on bail reform in isolation is unlikely to enhance public safety. Instead, we urge you to consider the following:

- 1.) Quick decisions on bail: This will help reduce the amount of time accused people spend in the community before they serve their sentences.
- 2.) Ready access to community resources: Homelessness, mental health issues, substance and addiction issues all make access to bail and adhering to bail conditions very challenging.

- 3.) Enhanced funding for bail supervision programs: These programs can be a cost-effective way to monitor accused people with higher risk or needs in the community and can help connect individuals with the resources and services they need.
- 4.) Inter-agency collaboration: Enhanced communication and collaboration among social service agencies, courts and police will improve the efficiency and effectiveness of bail.
- 5.) Data collection of bail statistics: Collecting meaningful data will help make evidence-based responses.

We believe that these recommendations will help strengthen Canada's bail system and enhance public safety, while also upholding the rights of accused individuals.

Sincerely,



Dave Jenkins
Chairman
Elgin Group Police Services Board

Cc: Karen Vecchio, MP – Elgin-Middlesex-London
Rob Flack, MPP – Elgin-Middlesex-London
Local Municipal Partners
Elgin Group Police Services Board



ELGIN GROUP POLICE SERVICES BOARD

Municipality of Bayham | Municipality of Central Elgin | Municipality of Dutton Dunwich
Municipality of West Elgin | Township of Malahide | Township of Southwold

February 10, 2023

Dear Councils of the Elgin Group Police Services Board:

Re: 2023 Budget

Attached for your information is the Elgin Group Police Services Board Proposed Budget as approved through the following resolution at the January 30, 2023 meeting:

“RESOLVED THAT the 2023 Draft Board Budget Report be approved and circulated to the participating municipalities.”

Please note that the budget remains unchanged from 2022 with the exception of an increase under miscellaneous, due to an increase in insurance costs.

Yours truly,

Carolyn Krahn
Secretary/Administrator
Elgin Group Police Services Board

Elgin Group Policing

Police Services Board Budget

	Not Final						
	Budget 2023	Budget 2022	YTD Actual 2022	Budget 2021	Actual 2021	Budget 2020	Actual 2020
Recoveries	(36,235)	(35,880)	(33,156)	(36,538)	(36,997)	(35,875)	(34,959)
Total Revenue	(36,235)	(35,880)	(33,156)	(36,538)	(36,997)	(35,875)	(34,959)
Wages	9200	9200	9000	9,200	9,200	9,200	8,450
Benefits			417	0	424	0	370
Total Wages & Benefits	9,200	9,200	9,417	9,200	9,624	9,200	8,820
Mileage	2000	2000		2,000		2,000	
Travel-Other	430	430		430		430	
Development	14000	14000	396	14,000	1,045	14,000	2,141
Purchased Services (RIDE)			11329	0	13,254	0	13,539
Project Costs		0	500	1,000	1,000	1,000	
Miscellaneous	10605	10250	11513.63	9,908	12,074	9,245	10,459
Total Operating Costs	27,035	26,680	23,739	27,338	27,373	26,675	26,139
Net Income Total*	0	0	(0)	0	0	0	0

Offsetting increased revenue from Municipal Partners or RIDE program for any budget increase is required

Annually Chair receives \$2000, Board Members \$1500 x 4, \$1200 Secretary/Treasurer

to and from meetings

budgeted for 3 people to go to members conference, 5 members attending 1 seminar

OAPSB

Insurance in 2022 has gone up to \$11,458 , OAPSB Membership 1634, Office Supplies (1000)

*Balance of costs billed back to Municipal Partners at year end by % of Households



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

5526 West Lorne Wastewater Treatment Plant Operations Report Fourth Quarter 2022

Ontario Clean Water Agency, Southwest Region
Sam Smith, Senior Operations Manager
Robyn Trepanier, Business Development Manager
Issue Date: February 15, 2023

Facility Information:

Facility Name: West Lorne Wastewater Treatment Plant & Collection System
Facility Type: Municipal
Classification: Class 2 Wastewater Collection, Class 2 Wastewater Treatment

Operational Description:

The village of West Lorne is served by an extended aeration Wastewater Treatment Plant, comprised of aeration, clarification, filtration, disinfection and sludge disposal. Also included is the collection system with one pumping station and a sanitary sewer system. The operations are in accordance to ECA # 5873-B4RLEJ, which covers the entire plant including the pumping stations.

The collection system consists of sewers and one submersible pumping station. The treatment facility main elements are an extended aeration process designed for combined carbon removal and nitrification. The discharge of secondary clarifier: effluent is filtered and disinfected with ultraviolet light before being reaerated and discharged to the Zoller Drain and then Brocks Creek. The waste activated sludge is discharged to a lagoon for storage. Dual-point chemical addition alum: is used for phosphorus removal. Sodium hydroxide is added for control of alkalinity.

Service Information

Areas Served: Village of West Lorne

Design Capacity:

Total Design Capacity: 900 m³/day
Total Annual Flow (2017 Data): 181,074 m³/year
Average Day Flow (2017 Data): 496 m³/day
Maximum Day Flow (2017 Data): 1,512 m³/day

Treatment Process Features:

Effluent Receiver: Zoller Drain to Brocks Creek to Lake Erie
Major Process: Extended aeration
Phosphorus Removal: Continuous, Alum addition
Additional Treatment: Effluent filtration
Discharge Mode: Continuous discharge
Effluent Disinfection Practice: UV Disinfection
Sludge Stabilization: Lagoon storage

Contacts:

Regional Manager: Dale LeBritton 519- 476-5898
Sr. Operations Manager: Sam Smith 226-377-1540

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

There were no non-compliances reported this quarter.

SECOND QUARTER:

There were no non-compliances reported this quarter.

THIRD QUARTER:

There were no non-compliances reported this quarter.

FOURTH QUARTER:

There were no non-compliances reported this quarter.

SECTION 2: INSPECTIONS

FIRST QUARTER:

There were no MECP or MOL inspections during the first quarter.

SECOND QUARTER:

There were no MECP or MOL inspections during the second quarter.

THIRD QUARTER:

There were no MECP or MOL inspections during the third quarter.

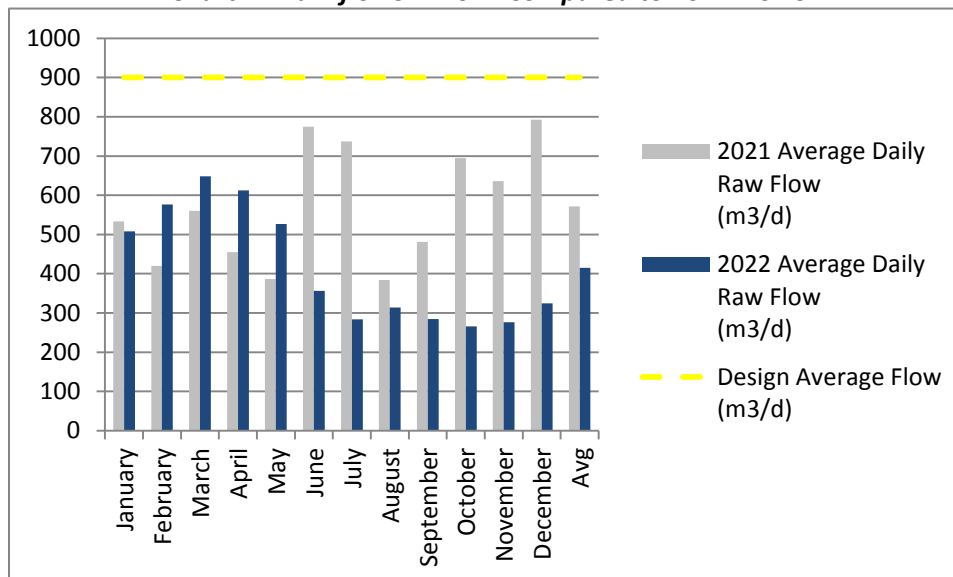
FOURTH QUARTER:

There were no MECP or MOL inspections during the fourth quarter.

SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily flow for the wastewater treatment plant in 2022 is 414.78m³/d. The average daily flow in 2021 was 571.26 m³/d, therefore the flow for 2022 is down 27% when compared to 2021. The plant is currently at 46 % of its rated capacity of 900m³/d.

Chart 1. Raw flows in 2022 Compared to 2021 Flows



Raw samples are taken on a biweekly basis following the ECA requirements. The table below shows the raw sample results for 2022.

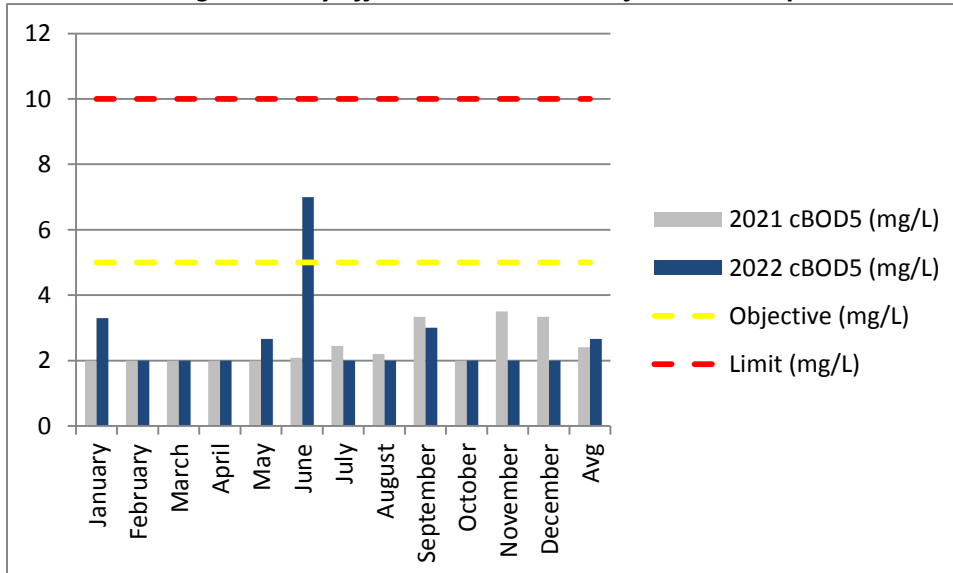
Table 1. Raw Water Sample Results for 2022.

	BOD5 (mg/L)	TKN (mg/L)	TP (mg/L)	TSS (mg/L)	Alkalinity (mg/L)
January Results	52.5	13.35	1.26	184	203
February Results	108.5	21	3.31	120	241
March Results	70.5	25.05	2.7	97	311.5
April Results	83.5	15.25	1.53	130	232.5
May Results	97	17.1	1.51	80.3	238
June Results	56	19.95	1.61	65	192.5
July Results	86	37.35	3.9	51.5	296.5
August Results	370.5	54.75	6.51	568	306.5
September Results	97.5	42.5	3.68	53	293
October Results	45	28.2	2.92	77	246
November Results	96.3	44	4.53	72	327.7
December Results	119.5	37.2	3.53	56	305
Annual Average	106.1	29.7	3.08	125.4	267.4

The effluent is sampled on a bi-weekly basis following the requirements of the ECA.

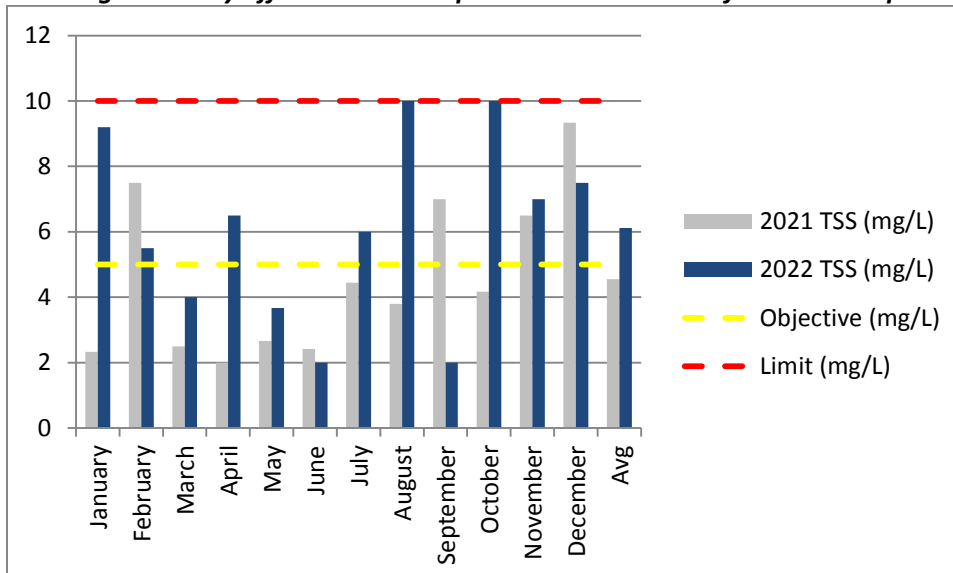
The average effluent cBOD5 for 2022 is 2.66mg/L, meeting the limits identified in the ECA. The objective was exceeded in June. The annual average result for cBOD5 in 2021 was 2.41mg/L, therefore the results for 2022 are up by 10.6% when compared to 2021 (refer to Chart 2).

Chart 2. Average Monthly Effluent cBOD5 Results for 2022 Compared to 2021



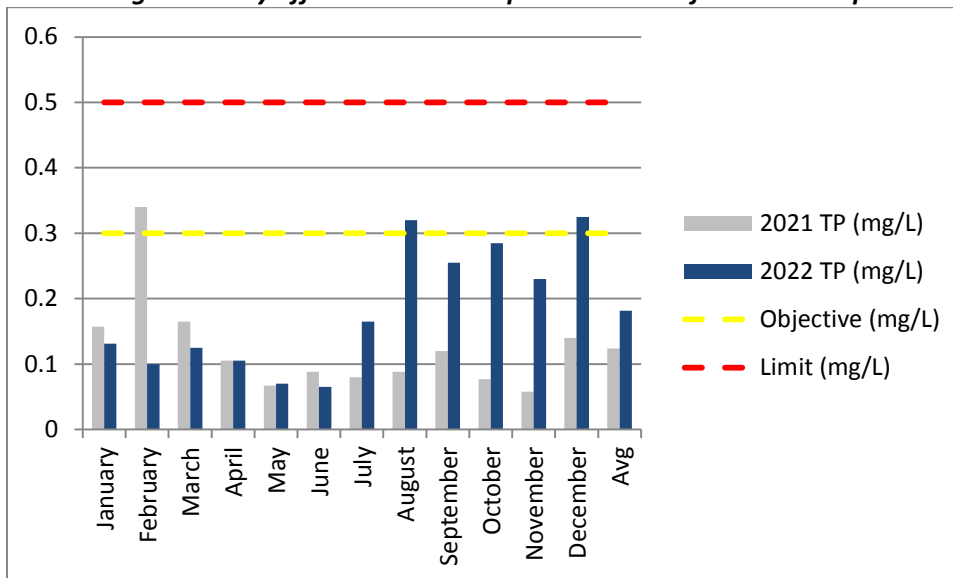
The average effluent TSS for 2022 is 6.1mg/L, meeting the effluent limits identified in the ECA, exceeding the effluent objective in January, February and April, July, August, October, November and December. The annual average result for TSS in 2021 was 4.6mg/L; therefore the results for 2022 are up by 34% when compared to 2021 (refer to Chart 3).

Chart 3. Average Monthly Effluent Total Suspended Solids Results for 2022 Compared to 2021



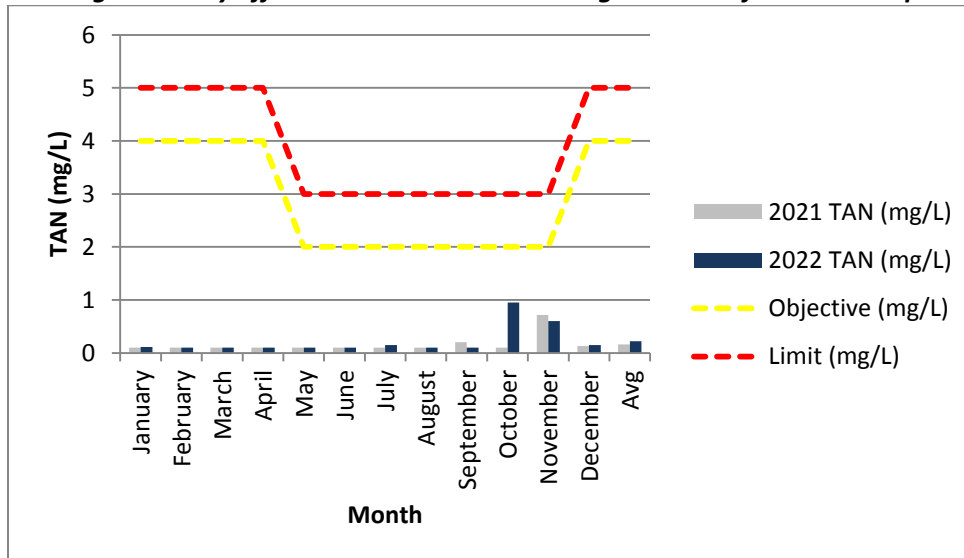
The average effluent TP for 2022 is 0.18 mg/L, meeting effluent limits identified in the ECA but exceeding the objective in August and December. The annual average result for TP in 2021 was 0.12mg/L, therefore the results for 2022 is up 46.5% when compared to 2021 (refer to Chart 4).

Chart 4. Average Monthly Effluent Total Phosphorus Results for 2022 Compared to 2021



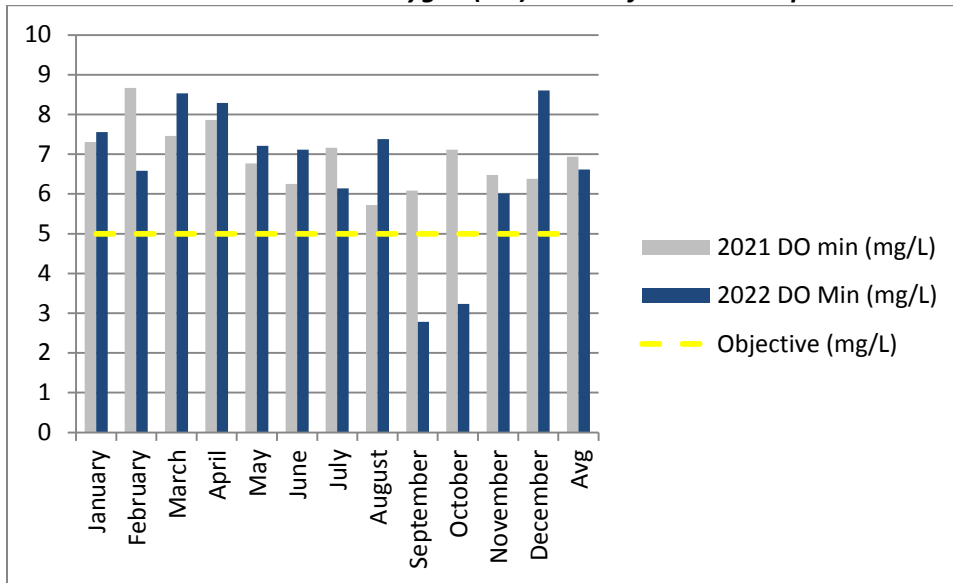
The average effluent TAN for 2022 is 0.22mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TAN in 2021 was 0.16mg/L, therefore the results for 2022 are up 36% compared to 2021 (refer to Chart 5).

Chart 5. Average Monthly Effluent Total Ammonia Nitrogen Results for 2022 Compared to 2021



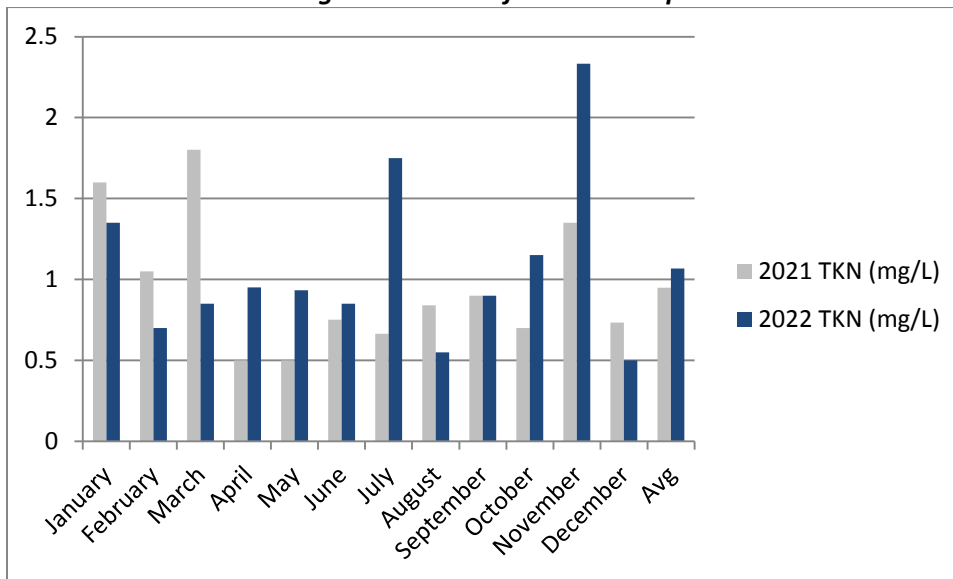
Dissolved oxygen (DO) of the effluent is tested on site at the plant, the ECA identifies a minimum level required as an objective. This objective is 5mg/L. The chart below (chart 7) shows the minimum DO concentrations; there was an objective exceedance in September and October.

Chart 6. Minimum Dissolved Oxygen (DO) Results for 2022 Compared to 2021



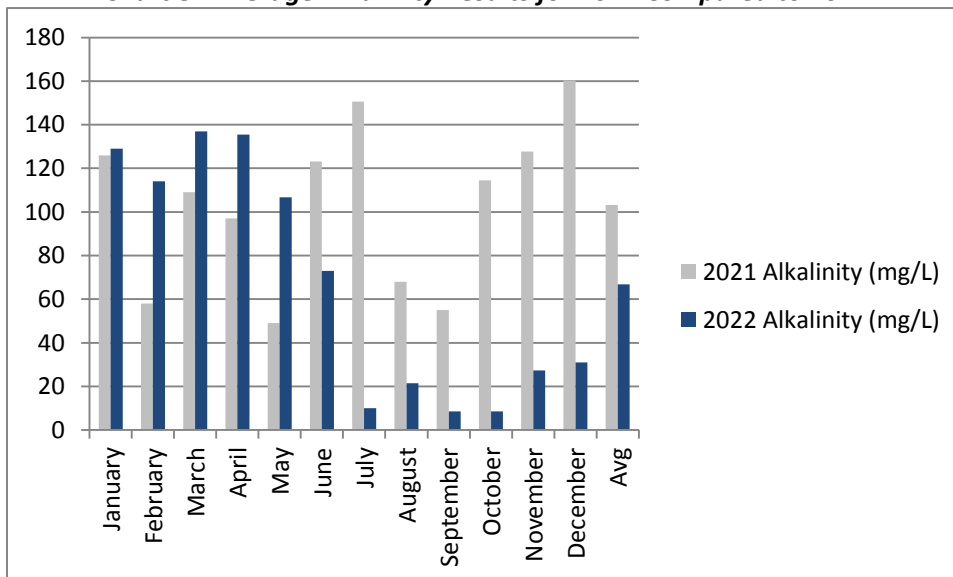
Total Kjeldahl Nitrogen (TKN) is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The average effluent TKN for 2022 is 1.07mg/L. The annual average result for TKN in 2021 was 0.95mg/L, therefore the results for 2022 are up by 12.6% when compared to 2021 (refer to Chart 7).

Chart 7. Average TKN Results for 2022 Compared to 2021



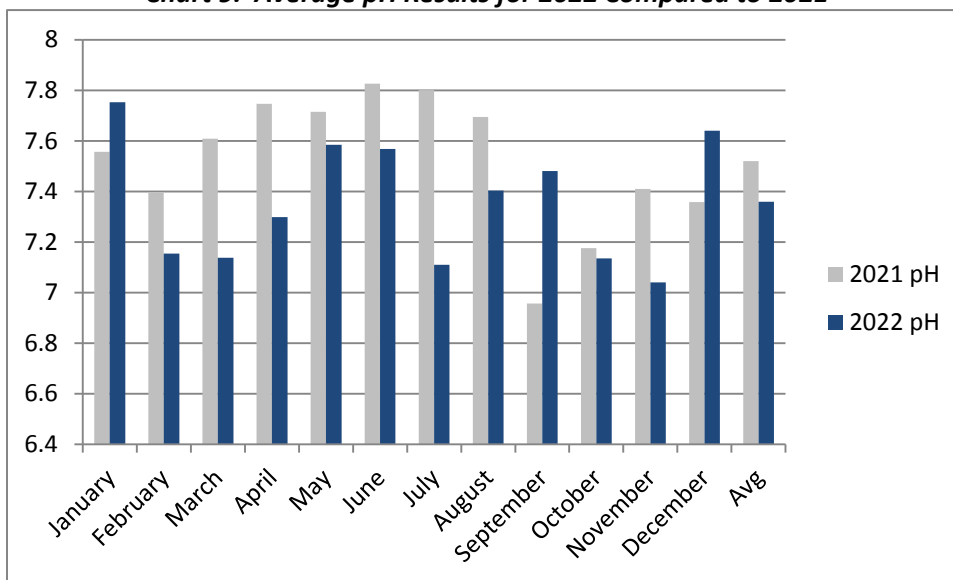
Alkalinity is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that at least 50mg/L is present in the effluent. The average effluent alkalinity for 2022 is 66.8mg/L. The annual average result for alkalinity in 2021 was 103mg/L, therefore the results for 2022 are down by 35% when compared to 2021(refer to Chart 8).

Chart 8. Average Alkalinity Results for 2022 Compared to 2021



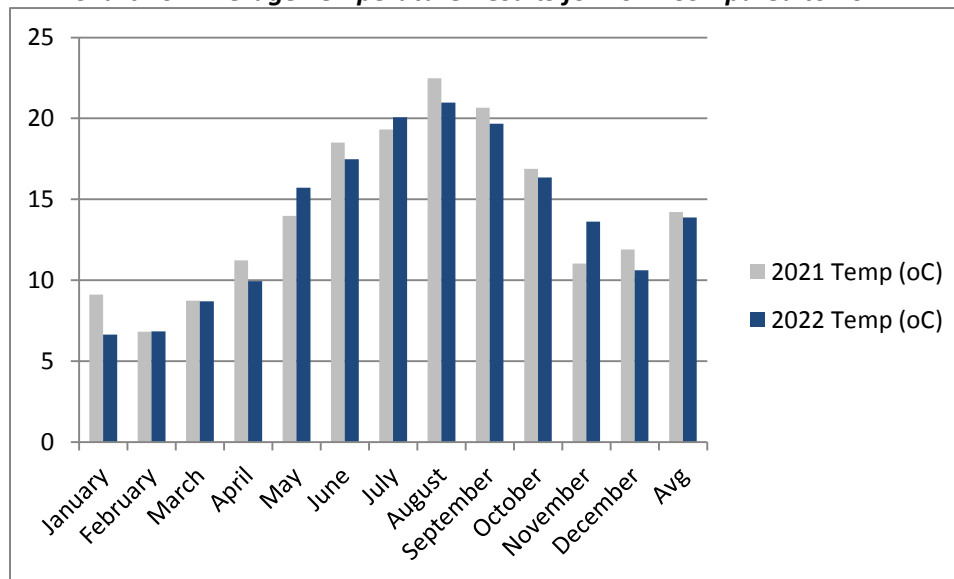
pH is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that the pH is in the range of 6.5-8.5. The average effluent pH for 2022 is 7.36. The annual average result for pH in 2021 was 7.52, therefore the results for 2022 are down by 2.1% when compared to 2021 (refer to Chart 9).

Chart 9. Average pH Results for 2022 Compared to 2021



Temperature is measured at least biweekly in accordance with ECA requirements; there are not any objectives or limits imposed on this parameter. The temperature of the effluent fluctuates based on outdoor temperatures. The average effluent temperature for 2022 is 13.9°C. The annual average temperature in 2021 was 14.2°C, therefore the results for 2022 are down by 2.4% when compared to 2021 (refer to Chart 10).

Chart 10. Average Temperature Results for 2022 Compared to 2021



SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

There were no Health & Safety issues identified during the first quarter.

SECOND QUARTER:

There were no Health & Safety issues identified during the second quarter.

THIRD QUARTER:

There were no Health & Safety issues identified during the third quarter.

FOURTH QUARTER:

There were no Health & Safety issues identified during the fourth quarter.

SECTION 5: GENERAL MAINTENANCE:

FIRST QUARTER:

JANUARY

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

- 04: NCA compressors on site to change oil on sand filter compressor as it wouldn't stay running due to internal sensor tripped.
- 05: Started to decant West lagoon and closed east to west interconnect. Lagoon level was at 32.5"
- 06: High flow sample taken and shipped to lab.
- 10: High flow sample taken due to high numbers over weekend and shipped to lab. Decant flow was lowered to prevent high flows.
- 13: Auma on site to replace parts on the pinch valve. Valve is used for RAS/WAS system.
- 18: High flow sample taken and shipped to lab.
- 21: Lagoon measured and at 44"
- 24: Heytech on site to calibrate gas detectors in head works room.
- 24: Received alum delivery of 9000L
- 25: Gerber Electric on site to test MCC panel for RAS pump P108 due to issues; pump was reset and all appears normal.
- 26: High flow samples taken and shipped to lab.
- 31: Lagoon measured and at 51" - a total drop of 18.5" for the month.

FEBRUARY

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

- 11: Reset SCADA computer due to communication error

MARCH

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

- 02: Updated RAS/ WAS pump duty table
- 30: Flowmetrix on site to calibrate flowmeters

SECOND QUARTER:

APRIL:

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

- 20: On site with Gerber Electric and T&T power to investigate PLC issues; found P100 faulted and it was determined that the pump needs to be pulled - P102 running but very low flow. Gerber Electric reversed direction and pump is now flowing at 17L/s.
- 25: On site with Kone Cranes for lifting devices inspections
- 27: Flowmetrix on site to complete effluent flow meter calibrations

MAY:

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

- 04: Turned off lagoon decant
- 16: Cleaned D.O probes in aeration tanks

- 16: Turned off decant due to high flows from rain.
- 18: Received call from Mike Kalita in regards to a sewer back up reported on McGregor Street. Operator arrived on site and found that manhole located at dead end appeared to have slight back up. Manhole located at McGregor and Wood Street appeared to be okay and flowing slightly still. Operator suspected there to be an issue between the two manholes. Hurricane Hydrovac in to flush from manhole to manhole. Completed flushing of line and all systems appeared to be ok.
- 25: On site with Chemtrade for alum delivery
- 25: On site with Nevro to drop off pump from Rodney scum pit.

JUNE:

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

09: Cleaned clarifiers and effluent chambers

13: Cleaned entire process and effluent chamber

17: Cleaned clarifiers and effluent channel

THIRD QUARTER:

JULY

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

05: Alberts Generators completed annual generator inspections at West Lorne WWTP and Pump Station

21: On site with Keith Douglas for annual backflow preventer inspections

29: Completed monthly alarm checks

AUGUST

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

04: Keith Douglas on site for back flow preventer repair at West Lorne Pump Station

10: Gerber Electric on site for work on generator transfer switch

30: Completed dialer checks for main pump station and West Lorne WWTP

SEPTEMBER

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

12: Found RAS/WAS pump 3 had tripped; reset pump and it is now operating as intended

14: Pulled pump 3 from wet well to remove rags

19: Found SCADA not operating properly. Operator contacted T&T power to investigate

21: T&T Power Group fixed SCADA issues

FOURTH QUARTER:

OCTOBER

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

14: Cleaned UV channel and aeration outlet as it was clogged with debris.

24: Manually wasted for approximately 15 minutes. Pumped out scum pit as much as possible to inspect pump.

27: Generator testing at the S.T.P. and P.S.

27: Cleaned UV channel and put away for the winter months as per SOM and ORO.

NOVEMBER

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

07: Hurricane Hydrovac on site to clean out scum pit.

07: Clarifier cleaning from November 7-9.

DECEMBER

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

No out of scope maintenance to report this month.

SECTION 6: ALARMS:

FIRST QUARTER:

JANUARY

11: Operator received page for communication fail. Operator reset computer and all was normal.

27: Scada computer communication fail. Operator reset computer all was normal.

FEBRUARY

03: Received page at 19:55 for gateway communication alarm. Arrived on site at 20:58, and restarted SCADA computer. All systems now appear okay.

18: Received channel 2 network gateway alarm at 21:34. Arrived on site and reset SCADA computer, all systems are now operating normally at time.

23: Received alarm page out at 18:04 to West Lorne WWTP for channel 1 communication loss. Arrived on site and reset SCADA computer and regained communication. Completed facility walk- through to make sure all systems are operating as designed.

MARCH

03: Received page for channel 2 communication alarm. Operator restarted SCADA computer and reset sand filter air compressor. All systems running normal.

12: Received call from spectrum at 17:01 for "West Lorne SCADA communication alarm gateway 2." Operator reset SCADA computer and completed plant walk through.

20: Received call for communication alarm at 22:26. Arrived on site at 00:30, reset SCADA computer and completed plant walk through. All systems appeared okay at the time.

27: Received call for communication alarms at 11:06. Arrived at 11:55, restarted computer and completed plant walk through. All systems appeared okay at the time.

SECOND QUARTER:

APRIL:

No alarms this month

MAY:

03: On site after receiving call out for pump station high level; operator found wet well level at 3.60m and still in alarm. Pump was operating normal and plant was receiving flow at 14 l/s. Notified S.O.M Sam Smith

JUNE:

No Alarms this month

THIRD QUARTER:

JULY

No alarms this month.

AUGUST

- 08: Received call for wet well high level at 18:00 for West Lorne Pump Station, monitored wet well until well level was out of alarm
- 21: Received call for wet well high level at West Lorne Pump Station, wet well level was normal upon arrival and out of alarm
- 22: Received page for communication alarm at West Lorne WWTP, reset RAS/WAS pumps and sludge scraper

SEPTEMBER

- 05: Received page for channel 1 alarm, reset computer and completed plant walkthrough all systems are now okay
- 10: Onsite for power flicker, found blower and scrapers had faulted. Reset breakers and all systems are operating properly
- 14: Received call for channel 1 alarm, found exhaust fan had tripped, reset fan and alarm is now cleared
- 24: Received channel 1 alarm, reset computer, blowers and MCC panel all systems are now normal
- 25: Received channel 1 alarm, alarm due to power flicker. Reset SCADA computer, and blower

FOURTH QUARTER:

OCTOBER

No Alarms to report this month

NOVEMBER

No alarms to report this month.

DECEMBER

- 19: On call operator received call for channel one communication alarm. Arrived onsite, reset battery back up and SCADA computer, completed plant walk through and operator left site after ensuring all was operating as intended.
- 23: On call operator called for power failure; no Hydro One outages reported in the area. Operator arrived on site and confirmed utility power was on to the plant and everything was operating as intended. Operator spoke with SOM, Sam Smith and confirmed that the issue was related to the auto dialer and nothing could be done at this current time.

SECTION 7: COMPLAINTS & CONCERNS:

FIRST QUARTER:

There were no complaints or concerns this quarter.

SECOND QUARTER:

There were no complaints or concerns this quarter.

THIRD QUARTER:

There were no complaints or concerns this quarter.

FOURTH QUARTER:

There were no complaints or concerns this quarter.



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

5834 Rodney Wastewater Treatment Plant Operations Report Fourth Quarter 2022

Ontario Clean Water Agency, Southwest Region
Sam Smith, Senior Operations Manager
Robin Trepanier, Business Development Manager
Issue Date: February 15, 2023

Facility Information:

Facility Name: Rodney Wastewater Treatment Plant
Facility Type: Municipal
Classification: Class 2 Wastewater Collection, Class 2 Wastewater Treatment

Operational Description:

The collection system consists of sewers and one submersible pumping station. The treatment facility main elements are an extended aeration process designed for combined carbon removal and nitrification. The discharge of secondary clarifier: effluent is filtered and disinfected with ultraviolet light before being re-aerated and discharged to the Sixteen Mile Creek. The waste activated sludge is discharged to a lagoon for storage. Dual-point chemical addition alum: is used for phosphorus removal. Sodium hydroxide is added for control of alkalinity.

Service Information

Areas: Serviced: Village of Rodney

Design Capacity:

Total Design Capacity: 590 m³/day
Total Annual Flow (2017 Data): 127,060 m³/year
Average Day Flow (2017 Data): 348.1 m³/day
Maximum Day Flow (2017 Data): 588 m³/day

Treatment Process Features:

Effluent Receiver: Sixteen Mile Creek to Lake Erie
Major Process: Extended aeration
Phosphorus Removal: Continuous, Use of alum
Additional Treatment: Effluent filtration
Discharge Mode: Continuous discharge
Effluent Disinfection Practice: UV Disinfection
Sludge Stabilization: Lagoon storage

Contacts:

Regional Manager:	Dale LeBritton	519- 476-5898
Sr. Operations Manager:	Sam Smith	226- 377-1540
Business Development Manager:	Robin Trepanier	519- 791-2922

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

There were no compliance issues to report for the first quarter.

SECOND QUARTER:

There were no compliance issues to report for the second quarter.

THIRD QUARTER:

There were no compliance issues to report for the third quarter.

FOURTH QUARTER:

There were no compliance issues to report for the fourth quarter.

SECTION 2: INSPECTIONS

FIRST QUARTER:

There were no MECP or MOL inspections during this quarter.

SECOND QUARTER:

There were no MECP or MOL inspections during this quarter.

THIRD QUARTER:

There were no MECP or MOL inspections during this quarter.

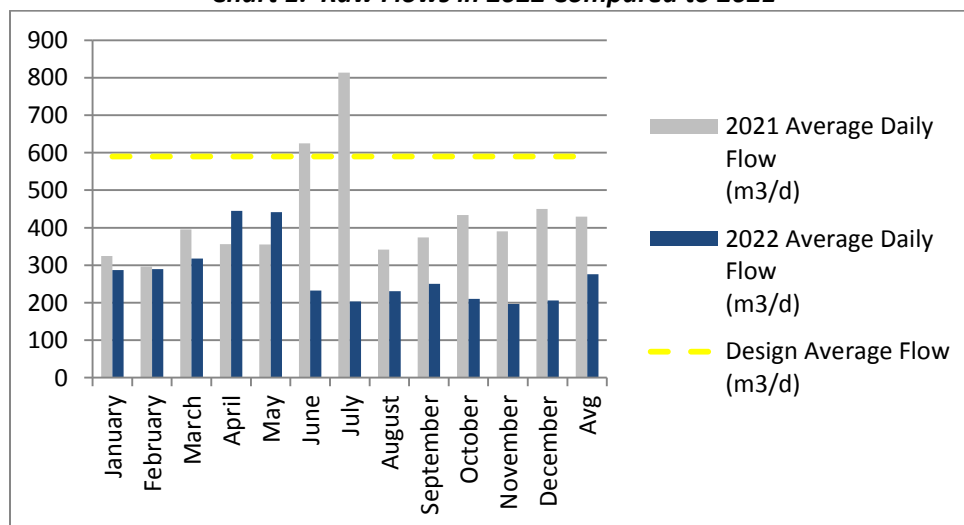
FOURTH QUARTER:

There were no MECP or MOL inspections during this quarter.

SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily flow for the wastewater treatment plant in 2022 is 275.92m³/d. The average daily flow in 2021 was 429.71 m³/d, therefore the flow for 2022 is down by 36% when compared to 2021. The plant is currently at 46% of its rated capacity of 590m³/d.

Chart 1. Raw Flows in 2022 Compared to 2021



Raw samples are taken on a biweekly basis following the ECA requirements. The table below shows the raw sample results for 2022.

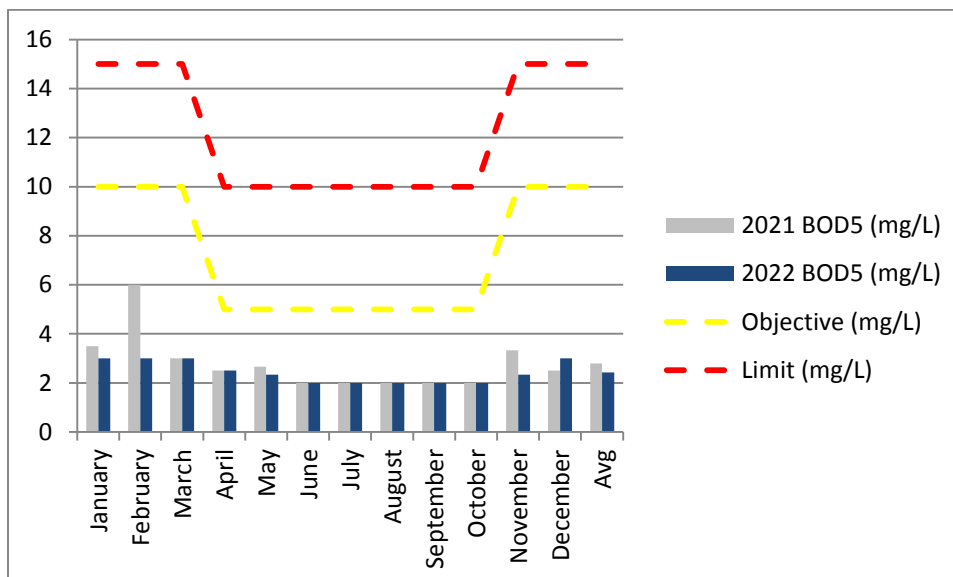
Table 1. Raw water sample results for 2022.

	BOD5 (mg/L)	TKN (mg/L)	TP(mg/L)	TSS (mg/L)
January Results	124	38.55	4.205	113
February Results	201	46.7	6.5	286.5
March Results	125	38.3	4.51	163.5
April Results	114.5	33.2	3.9	124.5
May Results	128.7	41.7	4.3	108
June Results	44.5	17.1	2.2	69
July Results	151.5	44.9	5.935	259.5
August Results	56	28.35	2.72	57
September Results	150.5	56.9	6.54	136.5
October Results	85.5	32.95	3.78	164
November Results	126.7	43.8	4.403	69.667
December Results	134.5	42.25	4.73	90.5
Annual Average	120.8	39.04	4.464	133.115

The effluent is sampled on a bi weekly basis following the requirements of the ECA.

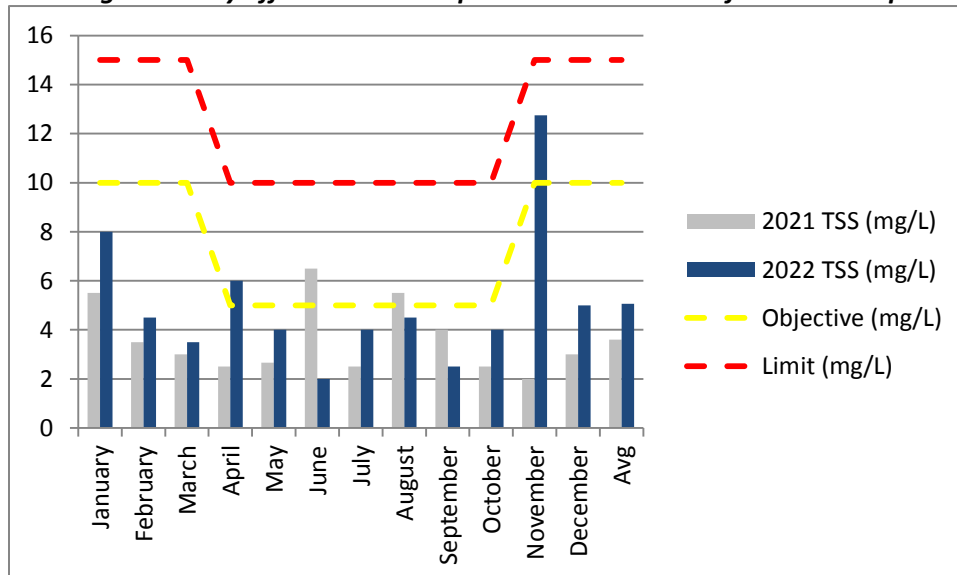
The average effluent BOD5 for 2022 is 2.4mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for BOD5 in 2021 was 2.79mg/L, therefore the results for 2022 are down by 13% when compared to 2021 (refer to Chart 2).

Chart 2. Average Monthly Effluent BOD5 results for 2022 compared to 2021.



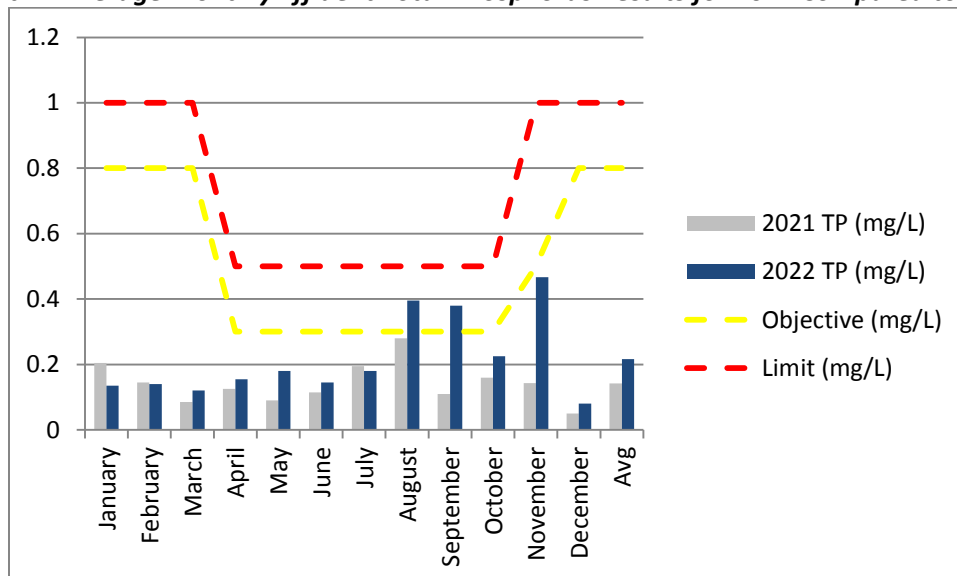
The average effluent TSS for 2022 is 5.06 mg/L, meeting effluent limits identified in the ECA. The objective was exceeded in April and November. The annual average result for TSS in 2021 was 3.6mg/L, therefore the results for 2022 are up by 41% when compared to 2021 (refer to Chart 3).

Chart 3. Average Monthly Effluent Total Suspended Solids Results for 2022 Compared to 2021



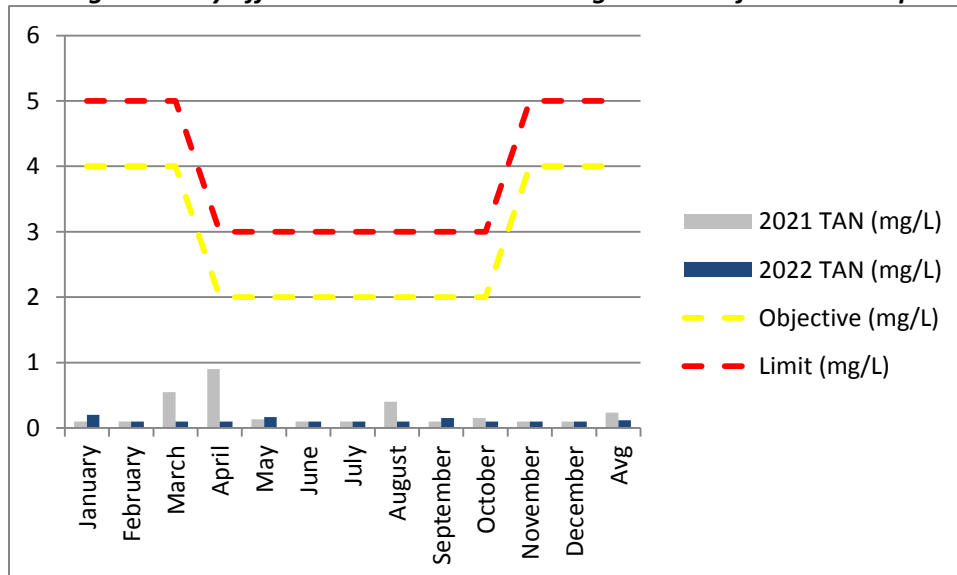
The average effluent TP for 2022 is 0.22mg/L, meeting both effluent limits identified in the ECA but exceeding the objective in August and September. The annual average result for TP in 2021 was 0.14mg/L, therefore the results for 2022 are up 53% when compared to 2021 (refer to Chart 4).

Chart 4. Average Monthly Effluent Total Phosphorus Results for 2022 Compared to 2021



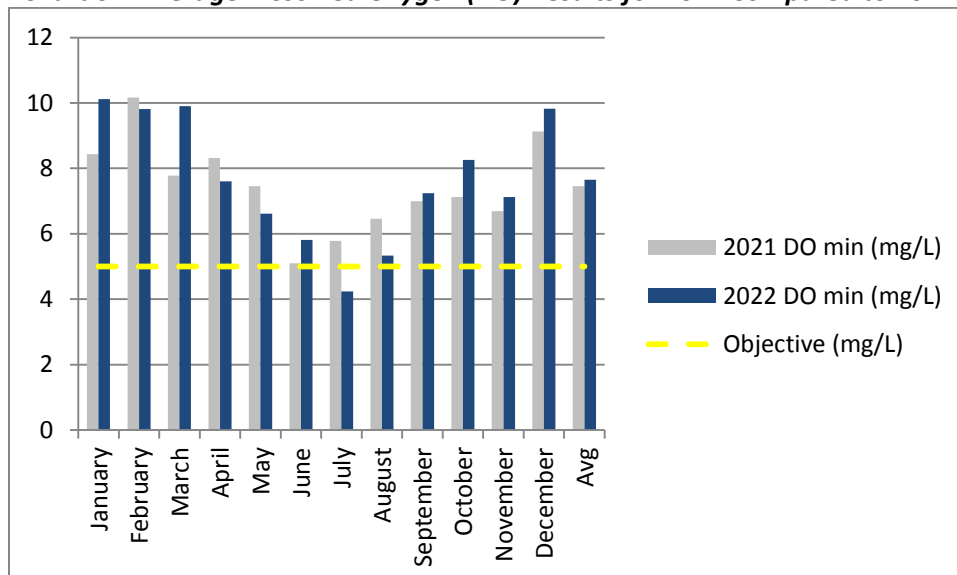
The average effluent TAN for 2022 is 0.12 mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TAN in 2021 was 0.24mg/L, therefore the results for 2022 are down by 50% when compared to 2021 (refer to Chart 5).

Chart 5. Average monthly Effluent Total Ammonia Nitrogen Results for 2022 Compared to 2021



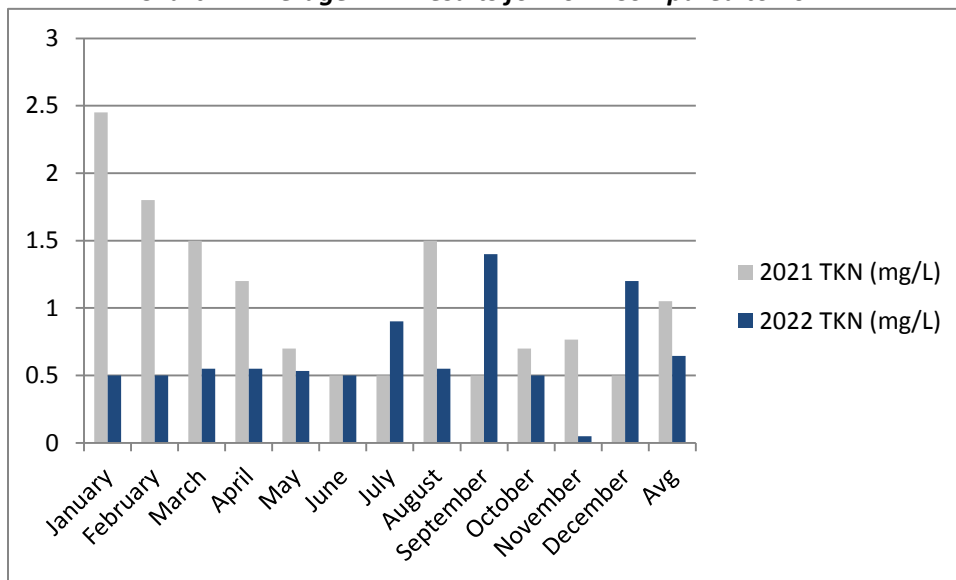
Dissolved oxygen (DO) of the effluent is tested on site at the plant; the ECA identifies a minimum level required as an objective. This objective is 5mg/L. The chart below (Chart 6) shows the minimum DO concentrations, there have been one objective exceedance in July.

Chart 6. Average Dissolved Oxygen (DO) Results for 2022 Compared to 2021



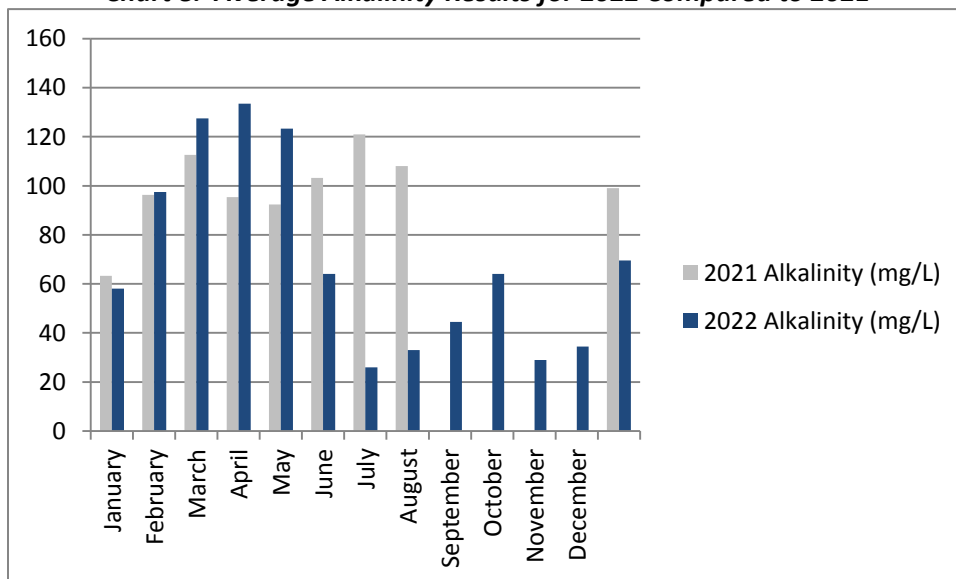
Total Kjeldahl Nitrogen (TKN) is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The average effluent TKN for 2022 is 0.64 mg/L. The annual average result for TKN in 2021 was 1.05mg/L; therefore the results for 2022 are down by 39% when compared to 2021 (refer to Chart 7).

Chart 7. Average TKN Results for 2022 Compared to 2021



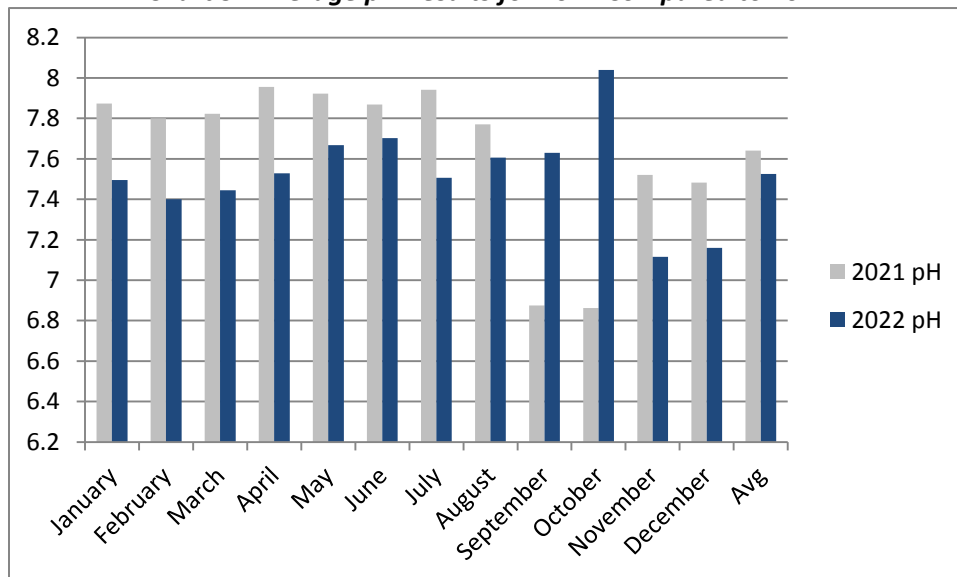
Alkalinity is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that at least 50mg/L is present in the effluent. The average effluent alkalinity for 2022 is 70mg/L. The annual average result for alkalinity in 2021 was 99mg/L, therefore the results for 2022 so far are down by 30% when compared to 2021 (refer to Chart 8). A non compliance was reported in 2021 due to bi weekly samples being missed.

Chart 8. Average Alkalinity Results for 2022 Compared to 2021



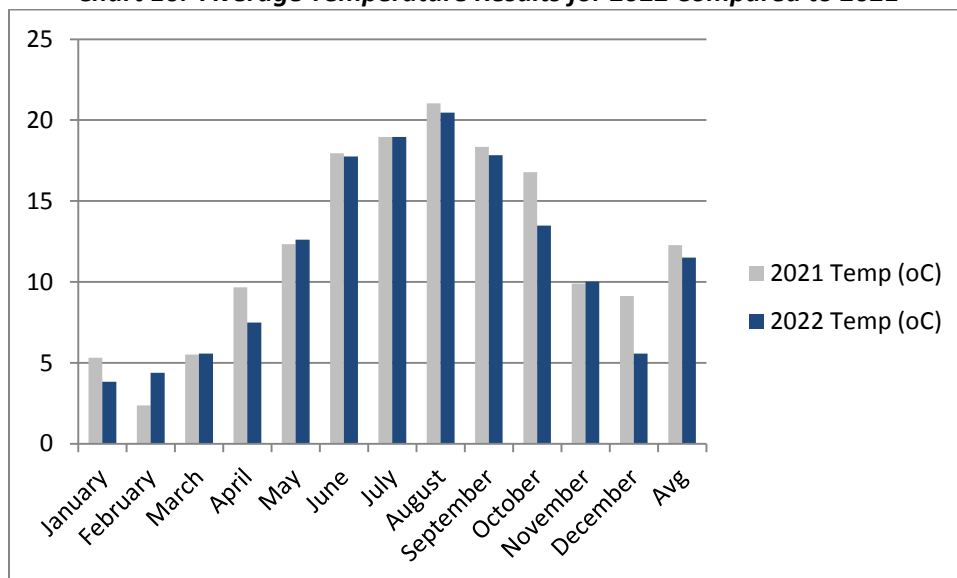
pH is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that the pH is in the range of 6.5-8.5. The average effluent pH for 2022 is 7.52. The annual average result for pH in 2021 was 7.64; therefore the results for 2022 is down by 1.5% when compared to 2021 (refer to Chart 9).

Chart 9. Average pH Results for 2022 Compared to 2021



Temperature is measured at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The temperature of the effluent fluctuates based on outdoor temperatures. The average effluent temperature for 2022 is 11.5°C. The annual average temperature in 2021 was 12.3°C, therefore the results for 2022 are down 6.4% when compared to 2021 (refer to Chart 10).

Chart 10. Average Temperature Results for 2022 Compared to 2021



SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

There were no Health & Safety issues identified during the first quarter.

SECOND QUARTER:

There were no Health & Safety issues identified during the second quarter.

THIRD QUARTER:

There were no Health & Safety issues identified during the third quarter.

FOURTH QUARTER:

There were no Health & Safety issues identified during the fourth quarter

SECTION 5: GENERAL MAINTENANCE:

FIRST QUARTER:

JANUARY

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

05: Sanitary Sewer service on site to clear liquid from scum pit.

05: Gerber Electric on site to scheme scum pump electrical. Found that the MCC needs to be upgraded for size of pump.

05: Gerber Electric on site at pump station to verify electrical to Pump 2 as there have been issues with newly installed rebuild pump. No electrical issues found.

24: Alum delivery of 5000L

FEBRUARY

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

14: Found sand filter plugged; used air lance and hose to backwash sand filter.

22: Completed monthly generator checks and operated generator for 1 hour.

25: Increased alum dosing on pump from 31.7 mL/min to 36.7 mL/min due to increase in flows

25: Completed monthly alarm and dialer checks at Rodney WWTP and Pump Station

MARCH

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

- 04: Flushed return activated sludge line and cleared debris from pumps to increase return activated sludge flow rate
- 23: Pulled sump pump to remove rags from impeller
- 29: Placed UV system back online as requested by Senior Operations Manager Sam Smith
- 30: Mike Nagy from Sanitary Sewer on site to clean out scum pit
- 31: Completed monthly alarm and dialer checks

SECOND QUARTER:

APRIL:

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

13: Replaced burnt out UV bulbs

20: On site to troubleshoot high level alarm issue with T&T power and Gerber Electric. Discovered that a "second float" high level was causing the alarm. Disabled this alarm as there is a high level alarm triggered by milltronics. Tested alarm to ensure it was working properly.

25: On site with Kone Cranes to do lifting device inspections

27: Flowmetrix on site for flowmeter calibrations

MAY:

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

12: Pumped down inside sand filters to repair plugged reject pipe

18: On site with Gerber Electric to disconnect wiring from scum pump

19: Kone Cranes on site to repair crane #3

23: Found RAS/WAS pumps had faulted, reset both pumps

25: On site for alum delivery from Chemtrade

25: On site with Nevro to install pump 2 at Rodney pump station

27: Found pump 2 not operating properly at Rodney pump station; operator turned pump off and notified SOM

JUNE:

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

20: Operator turned off and isolated RAS/WAS pump #2 due to problems with pump

24: Nevro on site to remove ras pump 2 for seal repairs

THIRD QUARTER:

JULY

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

05: On site with Alberts Generator for annual generator inspections at pump station

07: On site with Gerber Electric to investigate issues with pump #2 at Rodney Pump station

AUGUST

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

04: Keith Douglas on site to repair back flow preventers

SEPTEMBER

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

26: Contacted Nevtro to look at mixer #6

FOURTH QUARTER:

OCTOBER

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

07: Attempted to re-set pump 2 at the Rodney Pumpstation due to the pump not operating as intended. Pump still not working properly and operator in contact with Nevtro Mechanical to look further into this.

26: Nevtro Mechanical on site to inspect pull wheel on the wasting valve for RAS pump 1 so we are able to manually waste as it is broken, and give a quote.

28: Temporarily replaced WAS wheel on RAS/WAS pump 1 to waste until the original wheel is fixed.

28: Cleaned UV channel and put away bulbs for the winter months as per the SOP and ORO.

NOVEMBER

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

07: Hurricane Hydrovac on site to clean out scum pit to install rebuilt scum pump.

16: Installed new scum pump into scum pit, wired by Rodney Electric.

22: Planned power outage from 9am-12pm. On site when power was restored; all was working per usual.

24: Upon arrival found RAS Pump # 1 not pumping anything. Determined pump was broken and needs repairing. Repaired parts as required and put pump back in service.

DECEMBER

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

05: Cleaned pit between aeration and clarifier due to build up of rags and sludge.

28: Hurricane Hydrovac on site to complete annual wet well cleaning of pump station to remove build up of rags, grease, and other. Alarms received due to false Miltronic readings due to mist.

SECTION 6: ALARMS:

FIRST QUARTER:

There were no alarms this quarter.

SECOND QUARTER:

APRIL:

12: Received alarm for power failure. Operator arrived on site to found no power to site. Reset main breaker on MCC panel and regained power to site. Reset alum pump as it was faulted; reset both mixers as were also faulted. Completed plant walk through to ensure that all systems normal.

MAY:

No alarms reported this month.

JUNE:

01: Received alarm page out for power failure; operator arrived on site and confirmed power out. Reset main breaker on MCC panel, reset alum pump, reset RAS pumps and completed walk through. All systems appeared ok.

20: Received page for channel 7 alarm; operator arrived on site and completed facility walkthrough and checks. Operator found alarm message on SCADA screen in office saying Rodney pump station dialer alarm. Arrived at pump station and found milltronics in alarm for wet well high level. Operator pumped well down in hand, and out of alarm; monitored wet well as it filled and pumps operated properly.

THIRD QUARTER:

JULY

20: On site due to power failure. Operator remained on site to monitor systems until power was restored.

21: Onsite for channel 7 alarm; alarm was normal upon arrival.

AUGUST

04: Received page for Rodney pump station high level. Operator reset both pumps and ensured they were out of alarm

08: Received call for pump station high level. Operator reset both pumps and pumps completed cycle and operated as intended

21: Received call for no power-battery low. Operator reset main breaker and all systems are now okay

22: Received page for power failure. Operator arrived on site and power was restored; reset main breaker, RAS pump, and alum pump

SEPTEMBER

04: Received alarm for Rodney Pump Station: no longer in alarm upon arrival. Checked to see if pumps were

operating properly; pumps completed a cycle as intended.

- 21: Received alarm for Rodney pump station. Operator reset pump 1; pump was operating properly and no longer in alarm
- 24: Received channel 7 alarm for Rodney WWTP. Operator found mixer 6 had an uncommand stop. Mixer 5 is now in duty and in manual; mixer 6 no longer operational.

FOURTH QUARTER:

There were no alarms this quarter.

SECTION 7: COMPLAINTS & CONCERNS:

FIRST QUARTER:

There were no complaints or concerns this quarter.

SECOND QUARTER:

There were no complaints or concerns this quarter.

THIRD QUARTER:

There were no complaints or concerns this quarter.

FOURTH QUARTER:

There were no complaints or concerns this quarter.



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

1266 West Elgin Distribution System
Operations Report
Fourth Quarter 2022

Ontario Clean Water Agency, Southwest Region
Sam Smith, Senior Operations Manger
Robin Trepanier, Business Development Manager
Issue Date: February 15, 2023

Facility Description

Facility Name: West Elgin Distribution System

Facility Type: Municipal

Classification: Class 1 Water Distribution

Drinking Water System Category: Large Municipal Residential

Title Holder: Municipality

Service Information

Area(s) Serviced: The West Elgin Distribution System receives water from the Tri-County Drinking Water System and services the communities of West Lorne, Rodney, Eagle, New Glasgow and Rural areas within the municipality.

Operational Description:

In addition to the watermains, valves, auto flushers, sample stations and fire hydrants, the West Elgin Distribution System has a water storage facility. The system is controlled at the Tri-County Water Treatment Plant by the SCADA system.

The Rodney Tower in conjunction with the West Lorne Standpipe (a part of the Tri-County Drinking Water System) provides water pressure to the distribution system. The highlift pumps at the Tri-County Water Treatment Plant start when the West Lorne Standpipe reaches the start set point and will continue to fill till the stop set point. Based on the elevations in the system, the Rodney Tower will only begin filling once the West Lorne Standpipe is full. There are four chambers located at Pioneer Line, Marsh Line, Silver Clay and Talbot Line West of Graham that control the flow to Rodney. These chambers contain automated valves so that when the Rodney Tower reaches the start set point the valves open up to allow water to be fed from the West Lorne distribution system. The highlift pumps stop set point of the West Lorne Standpipe will be overridden if the Rodney Tower has not reached its stop set point, and therefore will continue to run to fill up the Rodney Tower.

Key information on the Rodney Tower:

- Single fill/draw 300mm diameter pipe
- Constructed in 1994 by Landmark
- Volume of 1,200m³
- Base elevation: 210.8m; Storage elevations: 238.9m to 250.6m; therefore resulting water pressure 276-386kPa (40-56psi)
- Located at 192 Victoria Street in Rodney

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

There were no compliance or exceedance issues reported for the first quarter.

SECOND QUARTER:

There were no compliance or exceedance issues reported for the second quarter.

THIRD QUARTER:

There were no compliance or exceedance issues reported for the third quarter.

FOURTH QUARTER:

There were no compliance or exceedance issues reported for the fourth quarter.

SECTION 2: INSPECTIONS

FIRST QUARTER:

On February 11th, 2022 a routine MECP inspection took place by Angela Stroyberg. A rating of 100% was received.

SECOND QUARTER:

There were no MECP or MOL inspections for the second quarter.

THIRD QUARTER:

There were no MECP or MOL inspections for the third quarter.

FOURTH QUARTER:

There were no MECP or MOL inspections for the fourth quarter.

SECTION 3: QEMS UPDATE

FIRST QUARTER:

There have been no updates to QEMS at this time.

SECOND QUARTER:

There have been no updates to QEMS at this time.

THIRD QUARTER:

The DWQMS took place on June 29, 2022 by Terri-Lynn Thomson. 0 non-conformances and 11 opportunities for improvement were found. The Management review took place on July 19, 2022 along with the 36-month risk assessment redo. The external audit took place on September 12, 2022 by Sandra Tavares of SAI Global. 0 non-conformances and OFI's were found.

FOURTH QUARTER:

There have been no updates to QEMS at this time.

SECTION 4: PERFORMANCE ASSESSMENT REPORT

All sampling and testing have met O. Reg. 170/03 requirements. The limit for Total Coliform and E. coli is zero, heterotrophic plate count (HPC) doesn't have a limit. This is an operational guide to initiate an action plan if results are continuously high in an area. Samples are taken at four different locations throughout the distribution system each week, see results below.

	# Samples	Total Coliform Range (cfu/100mL)	E. coli Range (cfu/100mL)	# Samples	HPC (cfu/100mL)
January	20	0 - 0	0 - 0	10	<10 – <10
February	16	0 - 0	0 - 0	8	<10 – <10
March	16	0 - 0	0 - 0	8	<10 – <10
April	16	0 - 0	0 - 0	8	<10 – 20
May	20	0 - 0	0 - 0	10	<10 – <10
June	16	0 - 0	0 - 0	8	<10 – 60
July	16	0 - 0	0 - 0	8	<10 – <10
August	20	0 - 0	0 - 0	10	<10 – <10
September	16	0 - 0	0 - 0	8	<10 – <10
October	20	0 - 0	0 - 0	10	<10 – <10
November	16	0 - 0	0 - 0	8	<10 – 60
December	16	0 - 0	0 - 0	8	<10 – 20

Trihalomethanes are sampled on a quarterly basis. The table below shows the current running average in 2022. The annual average in 2021 was 51.25 ug/L, therefore the current running average has decreased 8.3% when compared to the annual average in 2021.

	Limit (ug/L)	THM Result (ug/L)
January 2022	-	43
April 2022	-	36
July 2022	-	38
October 2022	-	71
Running Average	100	47

Haloacetic Acids (HAAs) are sampled on a quarterly basis in accordance with O. Reg. 170/03. The table below shows the running average so far in 2022. The annual average in 2021 was 26.4 ug/L, therefore the current running average has increased 6.6% when compared to the annual average in 2021.

	Limit (ug/L)	HAA Result (ug/L)
January 2022	-	18.1
April 2022	-	20.5
July 2022	-	22.6
October 2022	-	51.3
Running Average	80	28.1

The Rodney Tower continuously monitors the free chlorine residual of the water. The results fluctuate based on fill cycles. During the winter months the results are usually very good, however, once there is warmer weather the chlorine residuals dissipate. In spring of 2018 the Rodney tower installed a re-chlorination facility. Chlorine residuals are taken throughout the distribution system in accordance to O. Reg. 170/03 requirements. The graph below provides the minimum, maximum and average chlorine residuals throughout the distribution system in 2022.

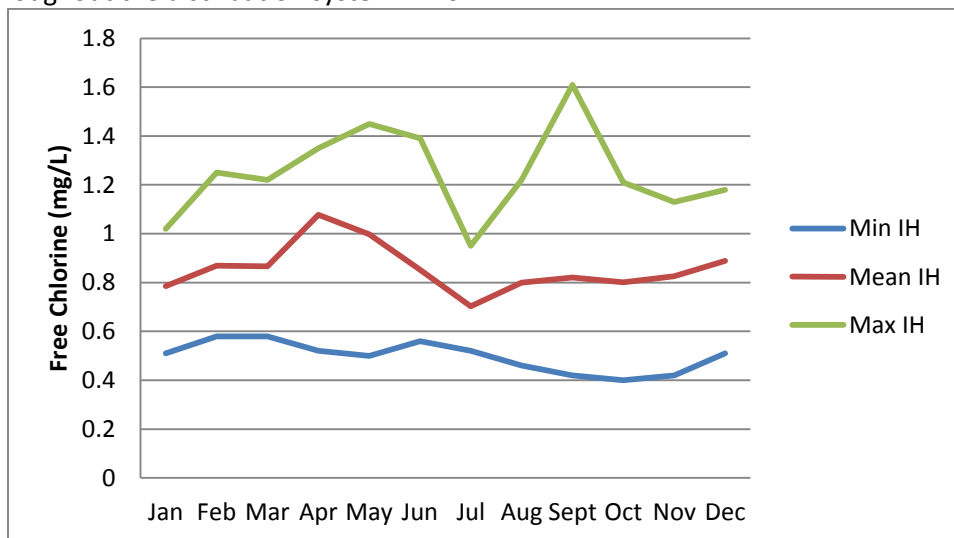


Figure 1. Free Chlorine Residuals in Distribution System

SECTION 5: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

There were no Health & Safety issues identified during the first quarter.

SECOND QUARTER:

There were no Health & Safety issues identified during the second quarter.

THIRD QUARTER:

There were no Health & Safety issues identified during the third quarter.

FOURTH QUARTER:

There were no Health & Safety issues identified during the fourth quarter.

SECTION 6: GENERAL MAINTENANCE:

FIRST QUARTER

JANUARY

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

18: On site on Highway #3-new build; completed live tap.

FEBRUARY

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

03: PH calibration at analyzers.

24: On site at Fletchers Lane & Centre Street Rodney for service leak on 2 inch service. Working alongside municipal workers, replaced approximately 1.5 feet of two inch PVC pipe.

MARCH

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

17: Operator on site at Bus depot West Lorne for Fire Flow testing with Forest City Fire Protection.

28: Operator on site at 154 John Street, West Lorne for water leak. Operator installed 4 inch saddle on main, re-tapped water service to home, re-opened valves and flushed before leaving site.

SECOND QUARTER:

APRIL:

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

Spring Hydrant Flushing commence from April 4th - April 15th

06: Hydrant # 36 @ Funival Rd and Gray Line repaired

07: Hydrant # 42 @ 21257 Gray Lie repaired

12: PVEX Contracting on site at Gray Line for new water meter installation to future sub-division

26: On site at Graham Road and Marsh Line for fire flow testing with Kent Sprinkler System.

MAY:

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

No out of scope maintenance completed.

JUNE:

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

09: Hydrant #18 at 10794 Graham Road repaired

29: Service repair with West Elgin Roads crew at 188 Munroe St, West Lorne; replaced 1.5 feet of 5/8 service pipe and brand new curb box.

THIRD QUARTER:

JULY

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

05: On site at 22208 Douglas Street; operator completed live tap as requested by municipality for new build.

08: On site to repair chlorine injector; operator used valves to bypassed injector, removed, re built and reinstalled.

14: Blow offs completed for the month.

- 20: Closed secondary valve and bagged hydrant at the corner of Marsh Line and Furnival Road as requested by OIC due to possible leaking hydrant.
- 21: On site with Keith Douglas Services for inspection of backflow preventers.

AUGUST

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

- 05: Operator on site at Rodney Water Tower to inspect the chlorine spikes. Lowered stroke length on pumps from 60% to 30%.
- 09: Completion of monthly dead end blow offs and sample station point checks. Sample Station 4 is leaking; operator turned off at curb stop to prevent wasted water.
- 12-29: Valve turning

SEPTEMBER

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

- 01: Operator instructed by ORO S. Smith to flush distribution hydrants close to Rodney tower to get low and high slugs of chlorine out of system.
- 06: Fall hydrant flushing begins.
- 07: Operator repaired bagged out of service hydrant located at Furnival and Marsh Line.
- 16: Fall hydrant flushing completed.
- 20: Operator on site at the corner of Graham and Queens Line to repair bagged out of service hydrant.
- 27: Operator reviewed trending for high chlorine alarms. Conditions last only approximately 5 minutes each time with no flow directed OUT to the distribution system. Will continue to investigate issues with chlorine spiking. Operator from Tri County WTP on SCADA for Rodney Tower; changed Rodney tower full chlorine concentration from 1.30 to 0.80 and Rodney tower emptying chlorine concentration from 1.30 to 0.80. Discussed with ORO Sam Smith.

FOURTH QUARTER:

OCTOBER

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

- 07: Pulled chlorine injector at Rodney Tower
- 17: Turned off curb stop for sample station on Dunborough Road due to complaint about sample station leaking.
- 31: Replaced controller for auto flusher on McMurchy.

NOVEMBER

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

- 09: Completed new 1" service tap and curb install at 174 Main Street, West Lorne for Titan Contracting as per SOM, Sam Smith and Mike Kalita.
- 23: On site at 131 Main Street in West Lorne for watermain live tap. Mike Golding on site for tap of 6 inch service crossing road to new build; 6 inch saddle and 1 inch curb stop used for parts
- 29: On site today at 21661 Talbot Line, Rodney to replace 4" service line valve; completed.

DECEMBER

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

16: On site at the corner of Kerr and Silverclay Road completing live tap for West Elgin Township; 8" main tapped with 2" water service.

SECTION 7: ALARMS:

FIRST QUARTER

JANUARY

23: High Cl₂ Alarm at Rodney Tower. Arrived on site and analyzers were out of alarm. Operator tested and calibrated before leaving site.

FEBRUARY

11: Received call from Tri County operator for high PH at Rodney Tower due to CO₂ issues at Water Plant. Operator gave Andrew Trask of Tri County permission to increase PH set point from 8.50 to 8.60 as approved by ORO and PCT.

MARCH

No alarms this month.

SECOND QUARTER:

APRIL:

No alarms this month.

MAY:

No alarms this month.

JUNE:

17: No communications to Rodney tower, due to power outage. Operator contacted Hydro One to inquire restoration time and monitored until power was restored.

THIRD QUARTER:

JULY

08: Operator on site for High chlorine alarm received. Calibrated analyzers and left site.

AUGUST

30: High Chlorine alarm. On call operator monitored, residual dropped back into normal range.

SEPTEMBER

09: Received call from from Tri County Water Treatment Plant on call operator @ 0455, for high chlorine alarm at Rodney Tower. The chlorine spiked to 5mg/L and was starting to trend back to normal. Chlorine level within normal range within 5 minutes.

22: Received alarm from TRI-county operator at 0509 that there was a high chlorine alarm from the answering service that came through at 0504. Chlorine spiked up to 4.88mg/L for approximately 5 minutes then returned out of alarm range at 1.90 mg/L and still going down. On call operator onsite, confirmed chlorine analyzer was out of calibration and not actually as high. Fixed calibration

and off site.

FOURTH QUARTER:

No alarms to report this quarter.

SECTION 8: COMPLAINTS & CONCERNS:

FIRST QUARTER

No customer complaints this quarter.

SECOND QUARTER:

No customer complaints this quarter.

THIRD QUARTER:

SEPTEMBER

- 14: Customer at 26492 Talbot Line complained of having no water. Operator on site and found the service line broken on the homeowner's side.
- 19: Customer at 149 Walker Street complaining of a "high chlorine smell". Hydrant located directly across street from property was flushed and tested chlorine at hydrant. Flushed next closest hydrant located at corner of Mary and Bainard Street. Homeowner brought out a glass of water from inside sink and tested at 0.61mg/l. All appears to be ok with water in surrounding area. Directed homeowner to try flushing all her taps and see if that helps with the reported "smell" as operator could not smell anything irregular.

FOURTH QUARTER:

No complaints to report this quarter.



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2023-01-26

Subject: Blue Box Transition Master Service Agreement

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell Manager of Operations & Community Services re: Blue Box Transition Master Service Agreements; and

That West Elgin Council hereby approves the Master Service Agreements between the Municipality of West Elgin and Circular Material Ontario (CMO); and

That West Elgin Council hereby authorizes the Mayor and Clerk to execute the Master Service Agreements as presented.

Purpose:

The purpose of this report is to provide Council with an update on the Municipality's transition to full producer responsibility for Blue Box Collection services which is required under *Ontario Regulation 391/21*.

Background:

On June 3, 2021, the Province of Ontario adopted *Ontario Regulation 391/21*: Blue Box, which laid out the transition timelines for Municipalities across Ontario, along with the designated materials to be collected. On April 14, 2022, the Province adopted *Ontario Regulation 349/22* further clarifying the Extended Producer Responsibility and dividing it into two phases:

- Transition Phase: July 1, 2023, to December 31, 2025 – Over the next three years, all municipalities in Ontario (approx. 1/3 each year) will transition from providing their own recycling program to working with CMO on a new province wide, producer funded program.
- Post Transition Phase: January 1, 2026 – CMO will oversee all contracts related to recycling in Ontario and municipalities will no longer be responsible for administration of recycling programs within their respective boundaries.

West Elgin is part of the first group of municipalities which will transition on July 1, 2023. This means that West Elgin will cease to be responsible for the full cost of its recycling program as of June 30, 2023. Staff brought a report to Council on August 11, 2022, outlining the request from Circular Materials Ontario (CMO) to “opt in” or “opt out” of continuing to provide recycling services during the transition period. Staff recommended opting in, as this would maintain our contract with Waste Connections and allow for a seamless transition for residents. Under this agreement, West Elgin will continue to provide a recycling program (based on CMO's standards), in turn CMO will pay the Municipality for these services until the end of the transition phase in 2025.

The four (4) key components of this new agreement are:

- Master Services Agreement for Services Related to Blue Box Material – outlines contract terms including scope of work, contract management, compensation, standard conditions, etc.
- Statement of Work for Eligible Community Residence and Facility Collection – outlines service standards for curbside collection of recyclable material
- Statement of Work for Eligible Community Depot Collection – outlines service standards for operation of the recycling depot site located at West Elgin's landfill on Downie Line
- Statement of Work for Eligible Community Promotion and Education – outlines the scope of promotion and education services required under the Master Services Agreement.

West Elgin's current collection contract with Waste Connections runs through to the end of 2025 and also has two (2) one year extensions which guarantee services until 2027. While the recycling portion of this contract can be eliminated by the Municipality providing notice to the contractor, collection services are running smoothly, and residents are now familiar with the new curbside program. Due to the uncertainty surrounding CMO's recycling program for municipalities who opted out of service delivery, staff feel continued administration of the current collection agreement will benefit West Elgin residents during the transition period.

Financial Implications:

Under the current structure, municipal staff complete a Data Call each year which provides the Resource Productivity and Recovery Authority (RPPRA) with all information related to West Elgin's recycling program. This Data Call was the basis for payment from Stewardship Ontario, which helped offset the cost of recycling. While beneficial, these quarterly payments did not fully cover recycling costs in West Elgin. The municipality will receive two (2) payments from Stewardship Ontario in 2023 as the program winds down, one in June and a final payment in September.

After transition on July 1, and under the new agreement, West Elgin will receive monthly payments based on a series of reports which will be submitted through a new portal designed by CMO. The new program will utilize information from the 2021 Data Call as the starting point for funding during the transition period. Upon review of CMO's compensation calculations, estimated revenue that will be provided to maintain curbside collection, provide program education, and maintain recycling services at the landfill appear to cover municipal costs for these services.

Policies/Legislation:

Ontario Regulation 391/21.

Report Approval Details

Document Title:	Blue Box Master Service Agreement - 2023-07-Operations Community Services.docx
Attachments:	<ul style="list-style-type: none">- EC MSA - Municipality of West Elgin.pdf- EC RF SoW-DS - Municipality of West Elgin.pdf- EC Depot SoW-DS - Municipality of West Elgin.pdf- EC PE SoW - Municipality of West Elgin.pdf
Final Approval Date:	Feb 21, 2023

This report and all of its attachments were approved and signed as outlined below:

Jana Nethercott

MASTER SERVICES AGREEMENT
for
SERVICES RELATED TO BLUE BOX MATERIAL
Number 2022-00-11

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This Master Services Agreement (this “MSA”) is entered into as of _____, (“Effective Date”)

Between

Municipality of West Elgin, a corporation incorporated under the laws of Ontario, having a place of business at 22413 Hoskins Line, Rodney, ON N0L 2C0 (“Contractor”)

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario (“CMO”)

RECITALS

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the collection of Blue Box Materials and related services; and

WHEREAS, Contractor and CMO (each a “Party”, and collectively the “Parties”) jointly desire to enter into this MSA respecting the collection of Blue Box Materials and related services for the applicable Eligible 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. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

“BLUE BOX MATERIAL” has the meaning set out in 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.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Ontario.

“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 Blue Box Material 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 in the Work Reports for the Month and data and information provided pursuant to Section 4.1 of Exhibit 1 to a Statement of Work and Section 5.3 of 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.

“CURRENT PANDEMIC CONDITIONS” means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Ontario Ministry of Labour, Training, and Skills Development, and Chief Medical Officer of Health / Provincial Health Officer) and industry associations relating to an epidemic or a pandemic, including, without limitation, COVID-19, which are in effect as of a Statement of Work Effective Date, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, in respect of the Statement

of Work applicable to such Statement of Work Effective Date, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

“EFFECTIVE DATE” has the meaning set out above in this MSA.

“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“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 CMO 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).

“MANAGER” means the manager of this MSA identified by CMO, from time to time, in writing.

“MATERIAL CONTRACTOR DEFAULT” means the Contractor has committed any of the following acts or omissions:

- (i) disposing of any Blue Box Material 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;
- (ii) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CMO;
- (iii) failing to comply with the MSA, including any Statements of Work, in a manner that results in CMO or Producers becoming non-compliant with the Regulation; or
- (iv) abandoning the Work.

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

“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.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*.

“STATEMENT OF WORK” means a statement of work entered into between CMO and the Contractor in the form attached to Schedule A.

“STATEMENT OF WORK ELIGIBLE COMMUNITY SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible 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:

- (i) 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
- (ii) preclude the safe performance of the Work.

“VALUE ADDED TAXES” means such sum as shall be levied upon any portion or all of the Contract Price (“Taxable Portion”) by the federal or any provincial government and is computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation

“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 REPORTS FOR THE MONTH” has the meaning set forth in Section 6.2(b).

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 CMO 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 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 – Statements 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 requirement of this MSA, including Change Orders; and
 - (iv) Other portions of this MSA.

1.3 Managed Contract

- (a) The Parties acknowledge and agree that this MSA may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates (“RLG”) as the Manager. Notwithstanding any other provision in this MSA, CMO may identify, in writing, its rights under this MSA, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
 - (i) shall receive copies of documents, and may request copies of documents, provided to CMO, or that may be requested by CMO, pursuant Sections 5.2(b), 6.2(b) and 8.8(h)(i) of this MSA;

- (ii) shall be notified, along with CMO, pursuant to Sections 6.2(f), 6.2(h) and 8.9(b) of this MSA; and
- (iii) may provide notice to the Contractor pursuant to Section 7.1(b) 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 7.4 and 7.5, or as otherwise provided for in this MSA.
- (b) CMO 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 CMO and Contractor from time to time.
- (c) CMO reserves the right to terminate this MSA or a Statement of Work in accordance with Section 7.5, or as otherwise provided for in this MSA. Termination shall not affect CMO'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 Laws shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Laws, 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) CMO is committed to diverting Blue Box Materials from disposal and achieving efficiencies in the Work. To this end CMO will continue to explore new methods and technologies and, as a proposed change in the Work, CMO may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CMO chooses to proceed with such new methods and technologies CMO 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 CMO 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, CMO 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 MSA 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 make best efforts to:

- (i) Encourage Eligible Sources who do not receive collection services because of the Lawful LD, to separate and retain their Blue Box Material and not place such Blue Box Material out for collection during the Lawful LD Period.
 - (ii) Provide continued collection of Blue Box Material from Eligible Sources that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver Blue Box Material collected from those Eligible Sources to third party receivers designated by CMO 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, CMO may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA to the contrary, during the LD Period, the Contractor will not invoice CMO for the cost of collecting the Blue Box Material from Eligible Sources 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 CMO 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 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;
- (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;
- (d) 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 CMO; and
- (e) 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 detailed reports of Blue Box Material collected, delivered and received, and any required annual emissions report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CMO 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.
- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CMO, 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 CMO 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 CMO.

5.3 Access to the Work

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

- (a) prepare and present to CMO, 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 CMO 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 CMO as soon as practical, but not later than within two (2) Business Days of CMO 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) CMO may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO 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) On or before the fourteenth (14th) calendar day after the start of each calendar month, the Contractor shall have submitted all monthly reports to be provided by the Contractor pursuant to this MSA, including Statements of Work, related to the Work performed during the immediately prior calendar month (collectively, the “Work Reports for the Month”) to:

opscanada@rev-log.com

Attention: **Catherine McCausland**

- (c) The Work Reports for the Month shall comply with the requirements of this MSA and include the monthly work reports pursuant to Sections 4.1 and 5.1 of Exhibit 1 to a Statement of Work.
- (d) For clarity, the Work Reports for the Month shall be deemed not to have been received by CMO, payment shall be withheld by CMO, and CMO shall have no obligation to make any payments in respect of a calendar month until CMO has received all items required from the Contractor in respect of such calendar month, pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CMO, acting reasonably.
- (e) For each calendar month during the SoW Term, CMO shall pay the Contractor the Contract Price for the Work performed in accordance with the requirements of the MSA, during the immediately prior calendar month, calculated in accordance with each applicable Statement of Work, as the case may be, provided the Contractor has submitted the Work Reports for the calendar month to CMO in respect of such immediately prior calendar month. For clarity, CMO may disagree with, and dispute, the content of the Work Reports for the Month.
- (f) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- (g) Price adjustments may be made pursuant to Section 6.4.
- (h) The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO 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 CMO within thirty (30) calendar days.

6.3 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO 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.
- (b) The Contractor is a registrant within the meaning of Part IX of the Excise Tax Act and shall provide CMO with its harmonized sales tax ("HST") number.

6.4 Price Adjustment

Price adjustments may be specified in a Statement of Work.

6.5 Monies Due to CMO

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

6.6 Other Requirements

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

6.7 Interest

The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, 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 CMO 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) CMO'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").
- (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) Subject to 6.8(d), the total cumulative liability of CMO 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) CMO'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 "CMO Liability Threshold").
- (d) The CMO Liability Threshold and Section 6.8(c) shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.2(b) for which there shall be no limit of liability.

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 CMO reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.5 without penalty or prejudice to any other right to remedy available to CMO.
- (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, CMO 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 CMO, the Manager and their respective officers, directors, employees, agents and representatives (collectively, the "CMO Indemnitees") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO 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;
 - (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(e);
 - (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;
 - (E) any assessment (including compliance orders and administrative penalties) or allegations of non-compliance under the Regulation or the (Ontario) *Resource Recovery and Circular Economy Act, 2016* 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 CMO;

- (F) any failure or delay by CMO to submit any required report or other information to the registry, as defined in the (Ontario) *Resource Recovery and Circular Economy Act, 2016* resulting from the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors;
 - (G) any failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to comply with the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder);
 - (H) any finding or declaration that a CMO Indemnitee is an “employer” for the purposes of the (Ontario) *Occupational Health and Safety Act* in connection with a breach of the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or subcontractors in connection with the Work; or
 - (I) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment in relation to the Work.
- (ii) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold the CMO Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO 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 CMO Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
 - (iv) The Contractor acknowledges that CMO holds the benefit of any provision in this MSA, including under this Section 7.2(a), that is expressly intended to extend to include the Manager, as a third party beneficiary, as trustee and agent for the Manager. CMO shall be entitled to enforce the rights of the Manager, as a third party beneficiary, under such provisions.
- (b) CMO Indemnity

CMO 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 and all Losses or 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 negligent acts or omissions by, or willful misconduct

of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.3 COVID-19

- (a) The Contractor's duties shall include managing the effects of the Current Pandemic Conditions on the performance of the Work and performing the Work in compliance with the Current Pandemic Conditions.
- (b) The costs, expenses and time of performing the Work in compliance with the Current Pandemic Conditions have been considered in setting the Contract Price and the schedule for completion of the Work and, notwithstanding any other provision in this MSA, shall not be the basis for an increase in the Contract Price or an extension of the schedule for completion of the Work.

7.4 Force Majeure

- (a) Subject to Section 7.4(b), "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO 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:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) 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;
 - (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;
 - (v) 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;
 - (vi) 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
 - (vii) 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 the COVID-19 pandemic shall not be regarded as a Force Majeure Event, unless circumstances arising in connection with the COVID-19 pandemic change materially from Current Pandemic Conditions in a manner that causes a new failure or delay in a Party's fulfillment or performance of any term of this MSA that would otherwise constitute 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 Force Majeure Event are minimized and resume full performance under this MSA.
- (e) In the event that either CMO 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 CMO 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.

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.

- (f) 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.

7.5 MSA Termination

- (a) Any termination of this MSA or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this MSA, CMO 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 CMO in accordance with Section 5.4, or 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, CMO may exercise the right of termination provided for in this Section 7.5(b)(iv), if the Parties cannot agree upon a Change Order in respect of (i) a Communications pursuant to Section 8.16 or (ii) a change, alteration and/or amendment to the Work to be implemented after December 31, 2025.
- (c) If CMO terminates this MSA or any Statement of Work as noted above, CMO is entitled to:
 - (i) Take possession immediately of all the Blue Box Material;
 - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CMO by reason of the Contractor's default under Sections 7.5(b)(ii) or 7.5(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.5(b)(iv), then, subject to the other provisions of this MSA, CMO 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.

7.6 Remedies

- (a) The rights and remedies of CMO as set forth in any provision of this MSA, including Section 7.5, 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) CMO may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CMO plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.5(b).
- (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.

7.7 Disputes

- (a) If there is a dispute between CMO 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 with the assistance of the Manager;
 - (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 CMO 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 7.8.

7.8 Arbitration

- (a) As provided for in Section 7.7(a)(iii), disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO 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 Arbitrations Act, as amended.
- (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 CMO's receipt of the notice specified in Section 7.8(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.9 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 Toronto, Ontario, 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 Laws

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

8.2 Compliance with Laws and Permits

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

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 CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO 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 (collectively, the “Records”) that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. 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. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.

- (b) The Contractor shall make available copies of certified weigh scale records for Blue Box Materials collected under this MSA on request within two (2) Business Days of the request by CMO or the Manager. The weigh scale records may be requested for any period during the term of this MSA.
- (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 CMO and the Manager as additional insureds 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 incident covering all owned, non-owned, hired, and leased vehicles used in the execution of this MSA;
 - (iii) Limited Pollution liability insurance, under the Commercial General Liability policy, covering sudden and accidental pollution occurrences, 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 original certificates evidencing the insurance requirements of the Contractor, have been filed and approved by CMO.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
 - (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager 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 CMO and the Manager 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 the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO 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) CMO 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 CMO deems it prudent to require a change in the Work, CMO shall notify the Contractor of the proposed change in the Work in writing ("Change Notice"). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.
- (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 CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO 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:
 - (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 CMO 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 CMO, 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 CMO, 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 CMO 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 CMO 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 CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:
- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
 - Reasons in support of the Contractor’s proposed change in Work;
 - 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;
 - Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
 - Identify an appropriate timeframe for the implementation of the change in Work.

- (ii) CMO 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 change in the Contract Price will occur;
 - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - The change will interfere with any relationship of CMO with third parties;
 - The financial strength of the Contractor is sufficient to perform the change; and
 - The change materially affects the risks or costs to which CMO is exposed.
- (iii) If CMO 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 CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.
- (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
- (v) Unless CMO 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 CMO will 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 CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

8.10 Duty to Notify

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 CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

8.11 Intellectual Property

- (a) Subject to Section 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 CMO or such other entity as identified by CMO, 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 Protection of Privacy Act, the Municipal Freedom of Information and Protection of Privacy Act, 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 CMO pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Laws indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.
- (c) CMO acknowledges and agrees that any Documentation, regardless of whether the property of CMO 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 CMO 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 CMO free and clear of all encumbrances upon CMO 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 CMO 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 CMO.

- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CMO shall be entitled to fully exploit the Work and Documentation without restriction, and CMO 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 CMO 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 CMO, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CMO 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 CMO's request, making available or delivering to CMO where feasible as determined by the Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CMO 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.
- (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 Laws 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 CMO to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CMO 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 CMO of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CMO 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 CMO 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 Ontario 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 Ontario 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 7.5 (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, CMO 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 CMO 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. CMO 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. CMO 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 CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Director, Supply Chain Services

Email: operations@circularmaterials.ca

With a copy to Manager:

RLG Systems Canada Inc.
250 University Ave #200,
Toronto, ON M5H 3E5
Attention: Catherine McCausland

Email: Catherine.McCausland@rev-log.com

To Contractor:

Municipality of West Elgin
22413 Hoskins Line
Rodney, ON N0L 2C0
Attention: Lee Gosnell

Email: lgosnell@westelgin.net

ARTICLE 9 MSA SCHEDULE

9.1 MSA Schedule

Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.

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

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO.

ATTACHMENT 01 TO SCHEDULE A
STATEMENT OF WORK FOR ELIGIBLE COMMUNITY RESIDENCE AND FACILITY
COLLECTION
for
MASTER SERVICES AGREEMENT
Number 2022-00-11

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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 01

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of _____ BETWEEN Municipality of West Elgin ("Contractor") and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario ("CMO", and with the Contractor, each a "Party" and collectively the "Parties"), with an effective date of _____ ("Statement of Work Effective Date").

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

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 7, 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 7 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 7 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 or referenced in Exhibits 3 or 4.
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 7 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, 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 8, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Eligible Sources;
 - iii. Exhibit 3 – Multi-family Buildings;

- iv. Exhibit 4 – Retirement Homes, Long-Term Care Homes and Schools;
- v. Exhibit 5 – Non-Eligible Sources;
- vi. Exhibit 6 – Blue Box Material Accepted in Collection System;
- vii. Exhibit 7 – Service Commencement Dates; and
- viii. Exhibit 8 – 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.

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“COLLECTION” means the collection of Blue Box Material from an Eligible Source located within an Eligible Community listed in Exhibit 7 and delivery of the collected Blue Box Material to a RF.

“COLLECTION SERVICES” means the portion of the Work required by this Statement of Work.

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

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

“HAZARDOUS WASTE” means: (i) a hazardous and special product or HSP as defined by Ontario Regulation 449/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016; or (ii) a hazardous waste as defined in Revised Regulations of Ontario 1990, Regulation 347 under the (Ontario) Environmental Protection Act.

“NEW ELIGIBLE SOURCE” means a new eligible source as agreed to by the Parties for the purposes of this MSA.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material.

“NON-COMPLIANT” means Blue Box Material that is set out incorrectly, inappropriately or improperly prepared including the following reasons:

- (i) Container contains Non-Blue Box Material;
- (ii) Blue Box Material not properly sorted;
- (iii) Recycling container is not suitable; or
- (iv) Cardboard is oversized.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 7 that is not an Eligible Source.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

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

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

“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.

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

“STREAM 2” has the meaning set out in Section 3.3(f)(ii) of Exhibit 1 to this Statement of Work.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material including single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public space. The ValType shall be recorded on weigh scale tickets at an RF.

ARTICLE 2
SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including picking up, Collection Vehicle compacting to a maximum compaction rate agreed to by the Parties, hauling of material to a RF and unloading by material stream for Blue Box Material from Eligible Sources, including single-family residences, multi-family residences and facilities, including long-term care homes, retirement homes and schools, to each Eligible Source in a manner that meets or exceeds the standard, level, scope and quality of collection services the Eligible Source (or, for a New Eligible Source, a similar Eligible Source) received immediately prior to the Transition Date and complies with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 22, 23 and 27.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material from the point of collection through to delivery to an RF.
- (d) 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 Set-Out Location

- (a) The Contractor shall provide curbside Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage at curbside in an Eligible Community listed in Exhibit 7. Where the location of the curbside containers is not obvious, as may be the case with multi-family buildings, the Contractor shall be responsible for arranging with each Eligible Source to determine the collection point for Blue Box Material at the property.
- (b) The Contractor shall provide containerized Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage in containers such as carts or front-end bins in an Eligible Community listed in Exhibit 7. The set-out locations will vary by Eligible Source. The Contractor shall work with the specific addresses to determine the optimal set-out location of the recycling containers, which best meets the needs of the Eligible Source and the Contractor.

3.2 Addition or Removal of Eligible Sources

CMO and the Contractor may add New Eligible Sources or remove existing Eligible Sources, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.8 of the MSA.

3.3 Blue Box Material to be Collected

- (a) The Contractor will collect the Blue Box Material listed in Exhibit 6 from Eligible Sources that is placed in containers (including both Contractor-provided and Customer-owned containers).
- (b) The Contractor will not scavenge, or permit its employees or Subcontractors to scavenge, any Blue Box Material that 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-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (d) If the average amount of Non-Blue Box Material collected from Eligible Sources in an Eligible Community (including Residences and Facilities) in any rolling six (6) month period exceeds four percent (4%) the Contractor will, within ninety (90) calendar days, prepare and submit to CMO a plan that includes identification of sources of Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide quarterly reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO.
- (e) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging containing Hazardous Waste.
- (f) Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 7 in two streams as follows (as such terms are generally described in Exhibit 6):

- (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper – non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
- (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
 - gable top containers
 - aseptic containers

3.4 Blue Box Material from Non-Eligible Sources

Other than for Non-Eligible Sources that are included in the count set out in Exhibit 5, the Contractor shall keep separate, and maintain separation of, Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources. For clarity, the Contractor may only mix the Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources included in the count set out in Exhibit 5. The Contractor, at its discretion, may remove Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 5. CMO may propose the removal of Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 5 through a Change Order.

3.5 Collection Containers

The Contractor is responsible for replacing a damaged or missing container when requested by an Eligible Source.

3.6 Non-Compliant Material

If Non-Compliant Material was tagged prior to the Statement of Work Eligible Community Service Commencement Date, the Contractor shall, if Blue Box Material is Non-Compliant, place in a prominent location a non-compliance notification tag that identifies the specific problem(s) and reason(s) for non-compliance.

3.7 Unloading Blue Box Material

- (a) The locations of the RF(s) for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to an RF 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 such that a weigh scale ticket with all required data can be generated;
 - (ii) The Collection Vehicle shall go to the designated tipping floor area of the RF. Each of the fibres and containers must be deposited into the appropriate tipping floor area. A Collection Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
 - (iii) Selected Collection Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight (estimated 10% of Collection Vehicles by Eligible Community will be directed to split weigh). 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;
 - (iv) The Collection Vehicle must empty the fibre and container compartments on every trip to the RF. 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 that causes or may cause fibre materials to be commingled with containers or vice versa;
 - (v) If the Collection Vehicle experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate the two streams;
 - (vi) 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; and
 - (vii) In the event an RF is unable to accept Blue Box Material from a Collection Vehicle, the Contractor shall immediately notify CMO and the Collection Vehicle shall proceed to another RF as directed by CMO.
- (d) The Collection Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of Blue Box Material.

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 RF representative such that the following data may be collected for each inbound vehicle:
 - (i) Date and time;
 - (ii) Originating Eligible Community ID number;
 - (iii) Valtype (i.e., the type or the majority fraction of combined loads from single-family residences, multi-family residences, long-term care homes, retirement homes, schools) as applicable to the load;
 - (iv) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a Single Stream material type);
 - (v) Contractor ID number;
 - (vi) Collection Vehicle number;
 - (vii) Scale ticket number;
 - (viii) Gross weight (tonnes);
 - (ix) Tare weight (tonnes, including by split load if applicable); and
 - (x) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs).
- (b) The Contractor shall ensure that detailed records are kept for the Blue Box Material that is collected and delivered to a RF including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered such that a cross-correlation between RF 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 CMO, in a form approved by CMO, 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) The Contractor shall, in addition to the records specified above, maintain, and provide to CMO, in a format acceptable to CMO, a monthly, summary report of Blue Box Material collected (by Eligible Community and by route within each Eligible Community) under this Statement of Work. This shall include Monthly Blue Box Material Collected Report: Collection summary by Valtype, weight of each collection vehicle, material stream (weigh scale receipts must be maintained and made available in a format and manner as requested by CMO).
- (e) The Contractor shall:

- (i) electronically transfer all Collection Data to CMO; and
- (ii) make all Collection Data available for transfer to, and access by, CMO,

via an Application Programming Interface or web-based portal, in a format, and in accordance with other requirements, established by CMO.

ARTICLE 5
DOCUMENTATION AND PAYMENT

5.1 Documentation and Payment

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and shall include the following in respect of the period covered by the applicable monthly work report:
 - (i) total number of Eligible Sources serviced;
 - (ii) total number of Non-Eligible Sources serviced;
 - (iii) number of Eligible Sources added or removed through a Change Order during the calendar month, accompanied by the names and addresses of Facilities impacted; and
 - (iv) Blue Box Material collection summary report that complies with the requirements of Section 4.1(d) of this Exhibit 1.
- (c) If requested by CMO, the Contractor shall provide Collection Vehicle weigh scale records.
- (d) For clarity, the Contractor may only be paid for Work under this Statement of Work every calendar month provided the Contractor has submitted monthly work reports in accordance with Section 5.1(a) of this Exhibit 1 for such calendar month.
- (e) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

EXHIBIT 2: ELIGIBLE SOURCES

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

***NOTE: In the event of a conflict or inconsistency between the information presented in Exhibit 2, Exhibit 3 and Exhibit 4, the information presented in Exhibit 2 shall be used to resolve the conflict or inconsistency.**

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

EXHIBIT 3: MULTI-FAMILY BUILDINGS

Facility Name	Street Address	Municipality	Postal Code	Number of Units
Kiwanis Non-Profit Homes	229 Fourth Street	Rodney	N0L2C0	24
West Lorne Heritage Homes	154 Munroe Street	West Lorne	N0L2P0	16
West Lorne Apartments (Machado)	111 Graham Street	West Lorne	N0L2P0	18
City of St Thomas Affordable Housing	144 Main Street	West Lorne	N0L2P0	25
Machado Apartment	172 Graham Street	West Lorne	N0L2P0	12
Jane Street Apartments	221 Jane Street	Rodney	N0L2C0	12
City of St Thomas Affordable Housing	253 Ridout Street	Rodney	N0L2C0	10

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

EXHIBIT 4: RETIREMENT HOMES, LONG-TERM CARE HOMES AND SCHOOLS

Facility Name	Street Address	Municipality	Postal Code	# of Units	# of Students
Beattie Manor LTC	23328 Beattie Line	Wardsville	N0L2N0	35 Beds	
St. Marys Catholic	128 William Street	West Lorne	N0L2P0		180
Aldborough Public	11443 Furnival Road	Rodney	N0L2C0		200
West Elgin Secondary	139 Graham Road	West Lorne	N0L2P0		400

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

EXHIBIT 5: NON-ELIGIBLE SOURCES

Name	Location	Address	City	Postal Code
Current IC&I (as per Data Call) = 1.7%; list to be provided				

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

EXHIBIT 6: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint	Yes	
	Magazines and Catalogues	Yes	
	Telephone Books	Yes	
	Household Fine Paper	Yes	
	Other Printed Paper	Yes	
	Corrugated Cardboard	Yes	
	Boxboard	Yes	
	Gable Top Cartons	Yes	
	Paper Laminates	Yes	
	Aseptic Containers	Yes	
Aluminum	Aluminum food or beverage cans		Yes
	Aluminum Foil & Trays		Yes
	Other Aluminum Packaging & Foil		Yes
Plastics	PET Bottles (#1)		Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		Yes
	HDPE Containers (#2)		Yes
	Tubs & Lids (#2, #4 & #5)		Yes
	Other Bottles & Containers (#3, #5, #7)		Yes
	Plastic film (LDPE/HDPE) (#2, #4)		Yes
	Plastic Laminates		Yes
	Polystyrene Foam (#6)		
	Polystyrene Crystal (#6)		Yes
Steel	Steel Food and Beverage Cans		Yes
	Steel Aerosols		Yes
	Steel Paint Cans		Yes
Glass	Flint/Clear Glass		Yes
	Coloured Glass		Yes

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

EXHIBIT 7: 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. Residence and Facility Collection Services will begin on date A in Eligible Community B).

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

EXHIBIT 8: COMPENSATION

- 1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:
- (a) the Unit Price multiplied by the total number of Eligible Sources in Exhibit 2 at the start of the applicable calendar month (provided that the Unit Price shall be prorated for Eligible Sources that did not receive Collection Services for the entire calendar month). For clarity, the number of Eligible Sources listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Eligible Sources listed in Exhibit 2 is not the actual number of Eligible Sources at the start of the applicable calendar month; plus
 - (b) for each New Eligible Source added during the applicable calendar month, the Unit Price prorated based on the number of Business Days during the calendar month after the effective date of the Change Order that added the New Eligible Source; less
 - (c) a charge for the Blue Box Material from Non-Eligible Sources, based on (1) the total tonnes of Blue Box Material collected in the applicable calendar month, according to records provided pursuant to Section 5.1(b) of Exhibit 1, divided by (2) the total number of Eligible Sources listed in Exhibit 2 plus the total number of Non-Eligible Sources listed in Exhibit 5 (both based on counts set out in the applicable exhibit at the start of the applicable calendar month), multiplied by (3) the total number of Non-Eligible Sources included in the count set out in Exhibit 5 at the start of the applicable calendar month plus any other Non-Eligible Sources that contributed to the total tonnes of Blue Box Material collected in the applicable calendar month, multiplied by (4) the Non-Eligible Source Blue Box Material Tonne Price.

For the purposes of this Statement of Work, “Unit Price” means \$2.72 and “Non-Eligible Source Blue Box Material Tonne Price” means \$200.

1.2 Fuel Price Adjustment

- (a) Diesel Fuel
 - (i) If the Contractor utilizes diesel fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which diesel fueled Collection Vehicles are used for the performance of Collection Services, then:
 - A. the Unit Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior calendar month multiplied by (2) the percent change in the Southern Ontario Diesel Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Diesel Fuel Index”) over the prior calendar month (“Percent Change for Diesel”) multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The diesel fuel price adjustment amount will be added to or subtracted from the Unit Price; and
 - B. the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment

shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month multiplied by (2) the Percent Change for Diesel multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The diesel fuel price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.

(ii) An example of the payment adjustment calculation is shown below:

- A. Diesel Fuel Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used for Collection Vehicles in the applicable calendar month.
- B. Diesel Fuel Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used for Collection Vehicles in the applicable calendar month.

(b) Natural Gas

(i) If the Contractor utilizes compressed natural gas fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which natural gas fueled Collection Vehicles are used for the performance of Collection Services, then:

- A. the Unit Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior calendar month multiplied by (2) the percent change in the Ontario Compressed Natural Gas Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Natural Gas Index”) over the prior calendar month (“Percent Change for Natural Gas”) multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The natural gas price adjustment amount will be added to or subtracted from the Unit Price; and
- B. the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month multiplied by (2) the Percent Change for Natural Gas multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month.. The natural gas price adjustment amount will be

added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.

(ii) An example of the payment adjustment calculation is shown below:

- A. Natural Gas Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.
- B. Natural Gas Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.

1.3 Consumer Price Index Price Adjustment

- (a) For the first calendar month immediately following the first annual anniversary of the Statement of Work Effective Date and for each subsequent annual anniversary:
- (i) the Unit Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Unit Price for the prior calendar month ("Prior Calendar Month"), multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Unit Price; and
 - (ii) the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Non-Eligible Source Blue Box Material Tonne Price for the Prior Calendar Month, multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.
- (b) An example is shown below:
- (i) Consumer Price Index Price Adjustment = Unit Price for the Prior Calendar Month x 0.80 x (CPI Change)
 - (ii) Consumer Price Index Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the Prior Calendar Month x 0.80 x (CPI Change)
- (c) For the purposes of this Section 1.3, CPI Change means (1) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending with the Prior Calendar Month (the "Current Period") divided by (2) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending immediately prior to the start of the Current Period.
- (d) For the purposes of this Section 1.3, CPI Table means the Consumer Price Index, monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>). The CPI Table shall be

subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.

ATTACHMENT 02 TO SCHEDULE A
STATEMENT OF WORK FOR
ELIGIBLE COMMUNITY DEPOT COLLECTION
for
MASTER SERVICES AGREEMENT
Number 2022-00-11

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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: **02**

This statement of work (“Statement of Work”) is given pursuant to the Master Services Agreement (“MSA”), made as of _____ BETWEEN Municipality of West Elgin (“Contractor”) and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario (“CMO”, and with the Contractor, each a “Party” and collectively the “Parties”), with an effective date of _____ (“Statement of Work Effective Date”).

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

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Statement of Work for all Depots listed in Exhibit 2 and Exhibit 3.
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 5 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, 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 6, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - (i) Exhibit 1 – Scope of Work and Other Provisions;
 - (ii) Exhibit 2 – Staffed Depots in Eligible Communities;
 - (iii) Exhibit 3 – Unstaffed Depots in Eligible Communities;
 - (iv) Exhibit 4 – Blue Box Material Accepted in Collection System;
 - (v) Exhibit 5 – Service Commencement Dates; and
 - (vi) Exhibit 6 – 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.

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“COLLECTION” means the receipt of Blue Box Material from an Eligible Source and delivery of the collected Blue Box Material to an RF.

“COLLECTION SERVICES” means the portion of the Work required by this Statement of Work.

“DEPOT” means a Staffed Depot or an Unstaffed Depot or a New Depot.

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

“HAZARDOUS WASTE” means: (i) a hazardous and special product or HSP as defined by Ontario Regulation 449/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016; or (ii) a hazardous waste as defined in Revised Regulations of Ontario 1990, Regulation 347 under the (Ontario) Environmental Protection Act.

“NEW DEPOT” means a new depot as agreed to by the Parties for the purposes of this MSA.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 5 that is not an Eligible Source.

“NON-ELIGIBLE SOURCE BLUE BOX MATERIAL PRICE” has the meaning set out in Exhibit 6.

“NON-ELIGIBLE SOURCE DEDUCTION” has the meaning set out in Section 3.3(a) of Exhibit 1.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

“RESIDENTIAL DEPOT COLLECTION COSTS” has the meaning set out in Exhibit 6.

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

“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.

“STAFFED DEPOT” means a facility listed in Exhibit 2.

“STREAM 1” has the meaning set out in Section 3.2(e)(i) of Exhibit 1 to this Statement of Work.

“STREAM 2” has the meaning set out in Section 3.2(e)(ii) of Exhibit 1 to this Statement of Work.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“UNSTAFFED DEPOT” means a facility listed in Exhibit 3.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material, including single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public spaces. The ValType shall be recorded on weigh scale tickets at an RF.

ARTICLE 2
SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including receiving Blue Box Material from Eligible Sources, quality control of received Blue Box Material, storage of Blue Box Material, sorting as required, hauling of material to an RF and unloading by material stream for Blue Box Material, for each Depot in a manner that meets or exceeds the standards, level, scope and quality of collection services the Depot (or, for a New Depot, a similar Depot) received immediately prior to the Transition Date and complies with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 24 and 25.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material from a Depot through to delivery to an RF.
- (d) Ownership of the Blue Box Material accepted at a Depot by the Contractor shall not transfer to the Contractor.
- (e) 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 Addition or Removal of Depots

CMO and the Contractor may add New Depots or remove existing Depots, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.8 of the MSA.

3.2 Blue Box Material to be Collected

- (a) The Contractor will collect Blue Box Material listed in Exhibit 4 and delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material delivered to the RF in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and submit to CMO a plan that includes identification of sources of Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide quarterly reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging containing Hazardous Waste.
- (e) Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 5 in a minimum of two streams as follows (as such terms are generally described in Exhibit 4):
 - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper - non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
 - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
 - gable top containers
 - aseptic containers

3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b), the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be twenty-five percent (25%) and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.

- (b) If:
- (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than twenty-five percent (25%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
 - (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

and, in either case, such adjusted amount shall be used in the calculation of the Contract Price for subsequent calendar months, pursuant to Exhibit 6.

3.4 Unloading Blue Box Material

- (a) The locations of the RFs for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to an RF shall adhere to the following steps:
 - (i) The inbound Hauling Vehicle shall pass over the weigh scale without exception. The operator of the Hauling Vehicle must provide information such that a weigh scale ticket with all required data can be generated;
 - (ii) The Hauling Vehicle shall go to the designated tipping floor area of the RF. Stream 1 and Stream 2, or each type of further segregated subcategories of Stream 1 and Stream 2, must be deposited into the appropriate tipping floor area. A Hauling Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
 - (iii) Selected Hauling Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight (estimated 10% of Hauling Vehicles by Eligible Community will be directed to split weigh). After split weighing, a Hauling Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Hauling Vehicle. The Hauling Vehicle will then return to the weigh scale to obtain a tare weight;
 - (iv) The Hauling Vehicle must empty the fibre and container compartments on every trip to the RF. The Hauling Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. The Hauling Vehicle operator shall not clean out the Hauling Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa;

- (v) If the Hauling Vehicle experiences a bulkhead failure, the Hauling Vehicle operator shall work with the tipping floor supervisor to separate the two streams;
 - (vi) If the Hauling Vehicle is delivering segregated subcategories of Stream 1 and Stream 2, the Hauling Vehicle operator must take instruction from the tipping floor supervisor regarding unloading and weighing of the subcategories of Stream 1 and Stream 2.
 - (vii) Every Hauling 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; and
 - (viii) In the event an RF is unable to accept Blue Box Material from a Hauling Vehicle, the Contractor shall immediately notify CMO and the Hauling Vehicle shall proceed to another RF as directed by CMO.
- (d) The Hauling Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of Blue Box Material.

3.5 Insurance

Without limiting the generality of Section 8.6 of the MSA, the Contractor shall obtain and maintain the “all risk” property insurance referred to in Section 8.6(a)(iv) for all Depots.

ARTICLE 4
RECORD KEEPING AND REPORTING REQUIREMENTS

4.1 Record Keeping and Reporting Requirements

- (a) The Contractor shall provide an inventory of equipment for each Depot.
- (b) The Hauling Vehicle operator will provide the necessary information to the RF representative such that the following data may be collected for each inbound vehicle:
 - (i) Date and time;
 - (ii) Originating Eligible Community ID number;
 - (iii) Valtype (i.e., Depot) as applicable to the load;
 - (iv) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a Single Stream material type);
 - (v) Contractor ID number;
 - (vi) Hauling Vehicle number;
 - (vii) Scale ticket number;
 - (viii) Gross weight (tonnes);
 - (ix) Tare weight (tonnes, including by split load if applicable); and
 - (x) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs).
- (c) The Contractor shall ensure that detailed records are kept for the Blue Box Material that is collected and delivered to a RF including a record of the number of Hauling Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered such that a cross-correlation between RF records and Contractor records can be made.
- (d) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CMO, in a form approved by CMO, outlining kilometres driven and fuel consumed by Hauling Vehicles in the delivery of the Work under this Statement of Work. The report will be organized to display information by Hauling Vehicle category and where Hauling Vehicles are used for a specific Valtype the information for Hauling Vehicles will be listed separately.
- (e) The Contractor shall, in addition to the records specified above, maintain, and provide to CMO, in a format acceptable to CMO, a monthly, summary report of Blue Box Material collected (by Depot) under this Statement of Work. This shall include:
 - (i) Monthly Blue Box Material Collected Report: Collection summary showing tonnes of Blue Box Material Collected by Valtype, weight of each Hauling Vehicle, material stream (weigh scale receipts must be maintained and made available in a format and manner as requested by CMO); and
 - (ii) Changes to the inventory of equipment for each Depot.

(f) The Contractor shall:

(i) electronically transfer all Collection Data to CMO; and

(ii) make all Collection Data available for transfer to, and access by, CMO,

via an Application Programming Interface or web-based portal, in a format, and in accordance with other requirements, established by CMO.

ARTICLE 5
DOCUMENTATION AND PAYMENT

5.1 Documentation and Payment

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and shall include the following in respect of the period covered by the applicable monthly work report:
 - (i) full day equivalent for each Staffed Depot in Exhibit 2; and
 - (ii) Blue Box Material collection summary report that complies with the requirements of Section 4.1(e) of this Exhibit 1.
- (c) If requested by CMO, the Contractor shall provide Hauling Vehicle weigh scale records.
- (d) For clarity, the Contractor may only be paid for Work under this Statement of Work every calendar month provided the Contractor has submitted monthly work reports in accordance with Section 5.1(a) of this Exhibit 1 for such calendar month.
- (e) 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: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Depot Name	Depot Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation Per Day
West Elgin Landfill	20385 Downie Line	Rodney	N0L2C0	12	7

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

EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Depot Name	Depot Address	City	Postal Code
None			

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

EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint	Yes	
	Magazines and Catalogues	Yes	
	Telephone Books	Yes	
	Household Fine Paper	Yes	
	Other Printed Paper	Yes	
	Corrugated Cardboard	Yes	
	Boxboard	Yes	
	Gable Top Cartons	Yes	
	Paper Laminates	Yes	
	Aseptic Containers	Yes	
Aluminum	Aluminum food or beverage cans		Yes
	Aluminum Foil & Trays		Yes
	Other Aluminum Packaging & Foil		Yes
Plastics	PET Bottles (#1)		Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		Yes
	HDPE Containers (#2)		Yes
	Tubs & Lids (#2, #4 & #5)		Yes
	Other Bottles & Containers (#3, #5, #7)		Yes
	Plastic film (LDPE/HDPE) (#2, #4)		Yes
	Plastic Laminates		Yes
	Polystyrene Foam (#6)		
	Polystyrene Crystal (#6)		Yes
Steel	Steel Food and Beverage Cans		Yes
	Steel Aerosols		Yes
	Steel Paint Cans		Yes
Glass	Flint/Clear Glass		Yes
	Coloured Glass		Yes

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

EXHIBIT 5: 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. Collection Services will begin on date A in Eligible Community B).

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

EXHIBIT 6: COMPENSATION

1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:

- (a) Residential Depot Collection Costs; less
- (b) the Non-Eligible Source Deduction multiplied by the kilograms of Blue Box Material delivered to all RFs during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Price.

For the purposes of this Statement of Work, “Residential Depot Collection Costs” means \$2,685 and “Non-Eligible Source Blue Box Material Tonne Price” means \$200.

1.2 Fuel Price Adjustment

- (a) Diesel Fuel
 - (i) If the Contractor utilizes diesel fueled Hauling Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which diesel fueled Hauling Vehicles are used for the performance of Collection Services, the Non-Eligible Source Blue Box Material Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Price for the prior calendar month multiplied by (2) the percent change in the Southern Ontario Diesel Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Diesel Fuel Index”) over the prior calendar month (“Percent Change for Diesel”) multiplied by (3) the prorata amount of diesel fuel (measured by litre) used in the Eligible Communities for the calendar month for the Hauling Vehicles. The diesel fuel price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Price.
 - (ii) An example of the payment adjustment calculation is shown below:

Diesel Fuel Price Adjustment = Non-Eligible Source Blue Box Material Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x prorata amount of diesel fuel (measured in litres) used in the Eligible Communities for the calendar month for the Hauling Vehicles

- (b) Natural Gas
 - (i) If the Contractor utilizes compressed natural gas fueled Hauling Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which natural gas fueled Hauling Vehicles are used for the performance of Collection Services, the Non-Eligible Source Blue Box Material Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Price for the prior calendar month multiplied by (2) the percent change in the Ontario Compressed Natural Gas Price published in the table of Fuel Prices located at

<https://data.ontario.ca/dataset/fuels-price-survey-information> (“ Natural Gas Index”) over the prior calendar month (“Percent Change for Natural Gas”) multiplied by (3) the prorata amount of natural gas (measured in litres) used in the Eligible Communities for the calendar month for the Hauling Vehicles. The natural gas price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Price.

- (ii) An example of the payment adjustment calculation is shown below:

Natural Gas Price Adjustment = Non-Eligible Source Blue Box Material Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x prorata amount of natural gas (measured in litres) used in the Eligible Communities for the calendar month for the Hauling Vehicles

1.3 Consumer Price Index Price Adjustment

- (a) For the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent annual anniversary:
 - (i) the Residential Depot Collection Costs shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Residential Depot Collection Costs for the prior calendar month (“Prior Calendar Month”), multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Residential Depot Collection Costs; and
 - (ii) the Non-Eligible Source Blue Box Material Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Non-Eligible Source Blue Box Material Price for the Prior Calendar Month, multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Price.
- (b) Examples for the Residential Depot Collection Costs and Non-Eligible Source Blue Box Material Price are shown below:
 - (i) Consumer Price Index Price Adjustment = Residential Depot Collection Costs for the Prior Calendar Month x 0.80 x (CPI Change)
 - (ii) Consumer Price Index Price Adjustment = Non-Eligible Source Blue Box Material Price for the Prior Calendar Month x 0.80 x (CPI Change)
- (c) For the purposes of this Section 1.3, CPI Change means (1) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending with the Prior Calendar Month (the “Current Period”) divided by (2) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending immediately prior to the start of the Current Period.
- (d) For the purposes of this Section 1.3, CPI Table means the Consumer Price Index, monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>). The CPI Table shall be subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.

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

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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 03

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of _____ BETWEEN Municipality of West Elgin ("Contractor") and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario ("CMO", and with the Contractor, each a "Party" and collectively the "Parties"), with an effective date of _____ ("Statement of Work Effective Date").

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

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4, the Contractor shall perform the Work required by this Statement of Work for all Eligible Sources located within the applicable Eligible Community listed in Exhibit 4. For clarity, the Contractor shall perform the Work required by this Statement of Work for an Eligible Source located within an Eligible Community listed in Exhibit 4 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Eligible Source is not included in the number of Eligible Sources listed in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor, by Change Order, may extend this Statement of Work for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "SoW Term".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Eligible Sources;
 - ii. Exhibit 3 – Blue Box Material Accepted in Collection System;
 - iv. Exhibit 4 – Service Commencement Dates; and

v. Exhibit 5 – Compensation.

[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.

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name:
Title:

I have authority to bind CMO

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

“FACILITY” has the meaning set out in the Regulation

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

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

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

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

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

ARTICLE 2
SCOPE OF PROMOTION AND EDUCATION SERVICES

2.1 Scope of Promotion and Education Services

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

ARTICLE 3 SERVICE PROVISION

3.1 Service Provision

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

ARTICLE 4
DOCUMENTATION AND PAYMENT

4.1 Documentation and Payment

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

EXHIBIT 2: ELIGIBLE SOURCES

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

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

EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint	Yes	
	Magazines and Catalogues	Yes	
	Telephone Books	Yes	
	Household Fine Paper	Yes	
	Other Printed Paper	Yes	
	Corrugated Cardboard	Yes	
	Boxboard	Yes	
	Gable Top Cartons	Yes	
	Paper Laminates	Yes	
	Aseptic Containers	Yes	
Aluminum	Aluminum food or beverage cans		Yes
	Aluminum Foil & Trays		Yes
	Other Aluminum Packaging & Foil		Yes
Plastics	PET Bottles (#1)		Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		Yes
	HDPE Containers (#2)		Yes
	Tubs & Lids (#2, #4 & #5)		Yes
	Other Bottles & Containers (#3, #5, #7)		Yes
	Plastic film (LDPE/HDPE) (#2, #4)		Yes
	Plastic Laminates		Yes
	Polystyrene Foam (#6)		
	Polystyrene Crystal (#6)		Yes
Steel	Steel Food and Beverage Cans		Yes
	Steel Aerosols		Yes
	Steel Paint Cans		Yes
Glass	Flint/Clear Glass		Yes
	Coloured Glass		Yes

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

EXHIBIT 4: SERVICE COMMENCEMENT DATES

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

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

EXHIBIT 5: COMPENSATION

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



Staff Report

Report To: Council Meeting
From: Jana Nethercott, Clerk
Date: 2023-02-23
Subject: Regulating Sale and Discharge of Fireworks

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk Re: Regulating the Sale and Discharge of Fireworks; and

That West Elgin Council hereby consider a by-law to Regulate the Sale and Discharge of Fireworks for the Municipality of West Elgin;

Purpose:

The purpose of this report is to provide Council with a draft of a by-law to Regulate the Sale and Discharge of Fireworks for the Municipality of West Elgin and to receive comments on that by-law.

Background:

The Municipality of West Elgin adopted a new Noise By-law at the February 9, 2023 Council meeting and repealed the previous Noise By-law. The only regulations for the setting off of fireworks within the Municipality were contained within that repealed by-law. Staff chose to write a separate by-law for fireworks, to be able to include regulating the sale of fireworks and the storage of fireworks as a safety concern, into a by-law.

The proposed by-law permits the sale of fireworks one week prior to Victoria Day until one week after Labour Day, so from the middle of May until early September and one week prior to New Year's Eve and one-week prior Diwali.

Discharge of fireworks will be permitted on the 4 long weekends in the summer (Victoria Day, Canada Day, Civic Day and Labour Day), between dusk and 11 pm, along with New Year's Eve and for Diwali.

The proposed by-law introduces a number of safety provisions such as prohibition of sales to anyone under 18, provides storage and display of fireworks guidelines; the requirement to have a valid Fireworks Supervisor Card to let off a high hazard display and submit a request to the Fire Chief for such a display. Family fireworks, that are low hazard (generally all that can be purchased without a license) are permitted without a permit on the specified weekends.

The proposed by-law has been reviewed by the Fire Chief and Inspectors for comments as well as incorporated the request for the addition of Diwali into the permitted days to set off fireworks as well as permit sales of fireworks as requested.

The proposed by-law also introduces set fines for breach of aspects of this by-law.

Financial Implications:

N/A

Policies/Legislation:

Respectfully submitted by,

Jana Nethercott
Clerk



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2023-XX

Being a By-Law to Regulate the Display, Sale and Setting Off of Fireworks in the Municipality of West Elgin

Whereas the Council of the Corporation of the Municipality of West Elgin deems it necessary to prohibit and regulate the sale, storage, display and discharge of fireworks in the Municipality of West Elgin; and

Whereas Section 121 of the *Municipal Act, 2001*, SO. 2001, c.25, as amended, permits a municipality to pass by-laws prohibiting and regulating the sale and the setting off of fireworks; and

Whereas Section 121 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, states that a municipality may require that a permit be obtained for the sale and setting off of fireworks, and that conditions may be prescribed by the municipality for obtaining, continuing to hold and renewing said permit;

Now Therefore, the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. Interpretation

In this By-law the following terms shall have the corresponding meanings:

- a) “**Display Unit**” means a bin, crate, box case or other device used to display fireworks to the public;
- b) “**Duty of Care**” means everyone who has an explosive substance in his or her possession or under his or her care and control is under a legal duty to use reasonable care to prevent bodily harm and death to persons, or damage to property by that explosive device;
- c) “**Family Fireworks**” shall mean low hazard fireworks generally used for recreation;

- d) **“Fire Chief”** shall mean the Fire Chief of West Elgin Fire Department and members of the fire department under the direction of the Fire Chief;
- e) **“Fireworks”** means any and all classes of fireworks, including and without limiting the generality of the foregoing the following clauses which are included in the *Federal Explosives Act, R.S.C., 1985, c #-17*, Ministry of Natural Resources;
 - (i) **“Low-hazard”** fireworks for recreation such as firework showers, fountains, golden rain, lawn lights, pin wheels, Roman candles, volcanoes and sparklers;
 - (ii) **“High-hazard”** fireworks for recreation such as rockets, serpents, shells, bombshells, tourbillions, maroons, large wheels, bouquets, barrages, bombardon, waterfalls, fountains, mines and firecrackers (also known as “display fireworks”).
- f) **“Fireworks vendor”** means any person, organization or company that sells, displays, or offers fireworks for sale;
- g) **“Flying Lanterns”** means a small hot air balloon made of treated paper or any other material, with an opening at the bottom which is propelled by an open flame generated by a small candle or fuel cell, allowing a balloon to rise and float in the air, uncontrollably while ignited;
- h) **“Mobile Vending Structure”** means any vehicle, roadside stand or temporary structure, tent or air-supported structure or other conveyance in or from which fireworks are displayed, sold or offered for sale;
- i) **“Person”** includes a corporation;
- j) **“Site”** means any area within the Municipality of West Elgin on which fireworks are displayed, sold or offered for sale;
- k) **“Site Plan”** means a drawing of a site which includes all applicable measurements of every vending structure and the surrounding area within 100 metres of the site on which all buildings and structures, streets or other landmarks are indicated;
- l) **“Temporary Vendor”** means any person, organization or company that sells displays or offers fireworks for sale from a mobile vending structure.

2. When Sales Permitted

Every person who sells fireworks in West Elgin shall only sell fireworks, as described in the by-law, on the following days:

- a) From one week (seven days) prior to Victoria Day weekend (May) until one week (seven days) following Labour Day weekend (September);
- b) One week (seven days) prior to New Year's Eve (December 31); and,
- c) One week (seven days) prior to Diwali.

3. Sales

No person shall display, offer for sale or sell fireworks unless the person is in compliance with all applicable provisions of this By-law.

4. By-law Posting

Every fireworks vendor shall ensure that a copy of this By-law is posted on the site in a conspicuous place visible to the public.

5. Sale to Minors Prohibited

- a) No person shall sell fireworks to any person under the age of eighteen (18) years;
- b) No person shall sell fireworks to any person without a sign being present on the site and clearly visible to the public, in each display unit, stating that sales to persons under eighteen (18) years of age are prohibited.

6. Storage and Display of Fireworks

- a) When fireworks are displayed for sale within any building, the fireworks vendor shall ensure that no lot, bin or bundle of fireworks exceeds a weight of 25 kilograms and shall not expose fireworks to direct sunlight;
- b) Where the total stock of fireworks on a site exceeds a weight of 1,000 kilograms, the fireworks vendor shall obtain a license from the Explosives Division, Department of Energy, Mines and Resources;
- c) Every fireworks vendor shall ensure that all fireworks displayed or offered for sale are kept within an enclosed, in a locked, non-combustible display unit, and are accessible only to employees of the fireworks vendor;
- d) No person shall have in his or her possession a lighted match, lighted lighter, lighted pipe, lighted cigar, lighted cigarette or any other lighted fire producing device within six (6) metres of any fireworks kept or displayed for sale;
- e) Every fireworks vendor shall ensure that all fireworks that remain unsold at the expiration of the selling period (specified in Section 2 of this By-law) are immediately stored in a cool, dry place, which is remote from flammable materials and inaccessible to the public;
- f) Every person or organization who stores fireworks shall use reasonable care to ensure that those fireworks are not accessible to children;
- g) No person shall display, offer to sell or sell any flying lanterns.

7. Temporary Vendor

Temporary vendors are not permitted to sell, display or offer to sell fireworks from a mobile vending structure in the Municipality of West Elgin.

8. Discharge of Fireworks

- a) No person shall discharge any fireworks on municipally-owned lands without first obtaining permission from the Municipal Council. Such permission may be subject to terms and conditions, including but not limited to, the provision of liability insurance, in the amount of \$5,000,000.00, naming the Municipality of West Elgin as an additional insured;
- b) No person shall discharge any fireworks within the Municipality at any time except on the four (4) long weekends of summer observed as Victoria Day (May), Canada Day (July), Civic Day (August) and Labour Day (September) New Year's Eve (December 31) or Diwali; unless permission to do so has been given by Fire Chief;
- c) In addition to subsection (a) and (b) of this section, no person shall discharge any fireworks within the Municipality except between the hours of dusk and 11:00 p.m. on the day such discharge is permitted;
- d) Every person who discharges family fireworks shall be mindful of their duty of care to individuals and property.

9. Fireworks Displays

- a) No person or organization shall conduct a fireworks display using high-hazard fireworks within the Municipality without first obtaining approval to do so from the Council or the Fire Chief;
- b) No person or organization approved by the Fire Chief to conduct a high-hazard fireworks display shall do so without first obtaining a permit from the Municipality of West Elgin Fire Department to conduct the fireworks display;
- c) No person shall be permitted to set off high-hazard fireworks in fireworks display without first successfully completing a fireworks supervisor course and holding a valid Fireworks Supervisor Card;
- d) No person shall use any fireworks in fireworks display other than those authorized pursuant to the *Explosives Act* Regulations of the Ministry of Natural Resources. Every person having control of any fireworks to be used in a fireworks display shall ensure that such fireworks are stored in a cool, dry place remote from flammable materials and inaccessible to the public;
- e) No person shall set off any flying lanterns in the Municipality of West Elgin;
- f) Every person or organization that conducts a fireworks display shall ensure that all fireworks that failed to fire are immediately disposed of in a safe manner having regard to the particular type of fireworks involved;
- g) Every person or organization that conducts a fireworks display shall ensure that all unfired fireworks are subsequently stored in accordance with Section 6(e) of this By-law;
- h) Every person or organization that conducts a fireworks display shall submit a fireworks permit for approval by Fire Chief.

10. **Offence**

It shall be an offence for any person to contravene any provision of this By-law.

11. **Penalties**

Any person who contravenes any provision of this bylaw is guilty of an offence and upon conviction shall be liable to a penalty as set out in Section 61 of the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33 or any successor thereof.

12. **Enforcement & Investigation**

a) **Enforcement Officers and Powers**

The Municipality of West Elgin, for the purposes of enforcement of this By-law appoints the following persons to do enforcement:

- West Elgin Fire Chief & Members of the West Elgin Fire Department;
- Members of the Ontario Provincial Police;
- By-law / Provincial Offences Officers appointed by the Municipality;
- Any person appointed by the Municipality to enforce this regulation.

b) **Investigation**

Anyone who is appointed for the purposes of enforcement can enter onto private property to determine if a violation of this regulation is taking place and or to inspect to ensure that this regulation is taking place and or to inspect to ensure that this regulation is being obeyed and guidelines being followed.

13. **Short Title**

This By-law shall be known as the "FIREWORKS BY-LAW".

This By-law shall come into force and effect upon the final passing thereof.

Read a first, second, and third time and finally passed this ____ day of ____, 2023.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

**The Corporation of the Municipality of West Elgin
SCHEDULE “A”**

BY-LAW NO. 2023-XXX: Fireworks By-Law

SET FINE SCHEDULE

PART 1 – Provincial Offences Act

ITEM	COLUMN 1 – SHORT FORM WORDING	COLUMN 2 – PROVISION CREATING OR DEFINING OFFENCE	COLUMN 3 – SET FINE
1	Selling of fireworks prohibited	2	\$500.00
2	Display fireworks in bundles greater than 25 kilograms	6.a	\$500.00
3	Display fireworks in direct sunlight	6.a	\$500.00
4	Failure to obtain license from Explosives Division, Department of Energy, Mines And Resources	6.b	\$500.00
5	Failure to keep fireworks in enclosed, non-combustible and locked display unit	6.c	\$500.00
6	Possessing lighted match or other fire producing device within 6 metres of fireworks	6.d	\$500.00
7	Inadequate storage of fireworks	6.e	\$500.00
8	Display, sell, offer to sell any flying lantern	6.g	\$500.00
9	Discharge fireworks on municipal property without permission	8.a	\$500.00
10	Discharge fireworks within Municipality, when prohibited	8.b	\$500.00
11	Discharge fireworks before dusk or after 11:00 p.m. on permitted days(s)	8.c	\$500.00
12	Conducting a high-hazard fireworks display without permission of Council or Fire Chief	9.a	\$500.00
13	Conducting a high-hazard fireworks display without a permit	9.b	\$500.00
14	Set-off any flying lanterns	9.e	\$500.00

The Penalty Provision for the offences listed above is Section 11 of By-law #2023-XX, a certified copy of which has been filed.

SCHEDULE "B"

Fireworks Display Application

Please read and review the attached Fireworks By-Law and submit the following completed items to Firecheif@westelgin.net

- ☐ Fireworks Display Application
- ☐ Copy of Valid Fireworks Supervisor Card
- ☐ Written permission from Property Owner
- ☐ Copy of Liability Insurance - \$5,000,000
- ☐ Site Plan

Event Information

Event Date & Time	
Alternate Date & Time	
Event Location Address	

Contact Information

Applicant	
Name/Organization	
Address	
Telephone #	
Email	
Fireworks Vendor	
Fireworks Vendor Name	
Address	
Telephone #	
Email	
Supervisor Name	
Supervisor Card #	
Supervisor Level	
Supervisor Telephone #	
<i>Copy of Valid Fireworks Supervisor Card attached</i>	
Property Owner	
<input type="checkbox"/> Same as Applicant	
Property Owner Name	
Address	
Telephone #	
Email	
<i>Written permission from Property Owner attached</i>	

Insurance Information

Company	
Policy #	
Dates of Coverage	
Copy of Liability Insurance in the amount of \$5,000,000 attached Note: If fireworks display is to take place on Municipal property, the Municipality of West Elgin must be named as additional insured.	

Safety Plan Information

Type of fireworks to be discharged	
Discharge Method [Electrical, Hand-fired, Combination, etc.]	
Method of disposal of unused fireworks	
Security Barriers/Measures in place	
Emergency Procedures	
Any other safety measures being implemented	

Site Plan

Please **attach a drawing with dimensions of the proposed site** and include the following:

- ☐ Location of the proposed fireworks display
- ☐ Proposed access of fire and emergency vehicles
- ☐ Free zone, have a clear distance between the point of launch and occupied area

Firework's Vendor Signature _____

Date _____

Applicant Signature _____

Date _____

Permission of Authority having jurisdiction Signature _____

Date _____



Staff Report

Report To: Council Meeting
From: Jana Nethercott, Clerk
Date: 2023-02-23
Subject: Electronic Sign Policy

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Electronic Sign Policy; and

That West Elgin Council hereby considers the Electronic Sign Policy as presented in the By-law portion of the agenda

Purpose:

The purpose of this report is to provide Council with an Electronic Sign Policy to provide clarity and guidelines for the usage of the Electronic Signs in Rodney and West Lorne.

Background:

West Elgin purchased and install the Electronic Signs in December of 2021. These signs have proven a popular way to get information out to residents and we have a large number of requests to put information on these signs. In order to ensure transparency and consistency with requests for information on the signs, a policy should be adopted.

Staff reached out to area municipalities that have Electronic Signs to see what their policies and procedures were and from that developed the attached policy.

Every effort will be made to ensure that service clubs can submit information to be on the signs for all events, churches, schools and other organizations will only be permitted to post information about fund raising events. Individual events or causes will be judged on a case by case basis to ensure appropriateness.

The policy also clearly states that no group or organization have the right to receive funds for information placed, including logos on the electronic signs.

A simple request procedure was also developed, which mimics what is already being done and lays out the order of precedence for posts.

Respectfully submitted by,
Jana Nethercott, Clerk

Municipality of West Elgin

Schedule “A” to By-Law #2023-15

Policy AD 4.2 Electronic Sign Policy

Effective Date: February 23, 2023

Review Date:

Policy Statement

To establish the rules and procedures surrounding requests for information posted on the Municipal Electronic Signs.

Policy

The Municipality of West Elgin recognizes the community service clubs and other organizations may request announcements be placed on the Municipal Electronic Signs and every effort will be made to accommodate requests that meet the parameters laid out in the policy.

Political organizations and religious affiliations are excluded from being able to post on the signs. Schools, churches and other organizations shall only be permitted to post information about fund raising activities.

Community service clubs shall be permitted to post information on their annual general meetings, community events and fund raising events.

Groups and organizations do not have the right to receive funds for information, including placement of logos, on the electronic signs.

All other requests will be reviewed for appropriateness by municipal staff.

The municipality reserves the right to limit the number of messages on the Electronic signs to ensure readability.

Procedure

Requests for information to be added to the electronic signs must be submitted in writing and include the event details, a contact name and group or organization name. Requests can be submitted to westelgin@westelgin.net or in person at the Municipal Office

Requests will be reviewed for appropriateness by senior municipal staff. The municipality has sole discretion to determine the information to be posted on sign and in what format.

Information will be posted on electronic sign no more than 1 week prior to the event date. Duration of the posting will be determined by the number of requests that have been received for the period of time. Every effort will be made to accommodate all requests.

In the event that there are multiple requests for any given time period the requests will be posted on a first come first serve basis, with municipal events and announcements taking precedence.

Responsibilities

It will be the responsibility of delegated municipal staff to manage and submit messages to the electronic signs. If there are any questions whether or not a group requesting the use of the sign is authorized per this policy or regarding the content of the message, the Clerk or designate will make the decision regarding the request.

Priorities

In order, below is a list of priority messages:

1. Emergency Announcements – such as road closures, snow emergencies, etc.
2. Municipal Announcements
3. Community Events
4. Community announcements or congratulations



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2023-15

Being a By-Law to adopt the Policy AD-4.2 – Electronic Sign Policy

Whereas section 5(3) of the *Municipal Act 2001*, S.O. 2001, c25, as amended, provides that a municipal power shall be exercised by by-law; and

Now therefore the Council of the Municipality of West Elgin enacts as follows:

1. That the Policy AD-4.2 – Electronic Sign Policy, identified as Schedule “A” attached hereto is authorized and approved.
2. That this by-law shall come into force and effect upon the final reading thereof.

Read a first, second, and third time and finally passed this 23rd day of February, 2023.

Richard Leatham
Deputy Mayor

Jana Nethercott
Clerk

Municipality of West Elgin

Schedule “A” to By-Law #2023-15

Policy AD 4.2 Electronic Sign Policy

Effective Date: **February 23, 2023**

Review Date:

Policy Statement

To establish the rules and procedures surrounding requests for information posted on the Municipal Electronic Signs.

Policy

The Municipality of West Elgin recognizes the community service clubs and other organizations may request announcements be placed on the Municipal Electronic Signs and every effort will be made to accommodate requests that meet the parameters laid out in the policy.

Political organizations and religious affiliations are excluded from being able to post on the signs. Schools, churches and service organizations shall only be permitted to post information about fund raising activities.

Groups and organizations do not have the right to receive funds for information, including placement of logos, on the electronic signs.

All other requests will be reviewed for appropriateness by municipal staff.

The municipality reserves the right to limit the number of messages on the Electronic signs to ensure readability.

Procedure

Requests for information to be added to the electronic signs must be submitted in writing and include the event details, a contact name and group or organization name. Requests can be submitted to westelgin@westelgin.net or in person at the Municipal Office

Requests will be reviewed for appropriateness by senior municipal staff. The municipality has sole discretion to determine the information to be posted on sign and in what format.

Information will be posted on electronic sign no more than 1 week prior to the event date. Duration of the posting will be determined by the number of requests that have been received for the period of time. Every effort will be made to accommodate all requests.

In the event that there are multiple requests for any given time period the requests will be posted on a first come first serve basis, with municipal events and announcements taking precedence.

Responsibilities

It will be the responsibility of delegated municipal staff to manage and submit messages to the electronic signs. If there are any questions whether or not a group requesting the use of the sign is authorized per this policy or regarding the content of the message, the Clerk or designate will make the decision regarding the request.

Priorities

In order, below is a list of priority messages:

1. Emergency Announcements – such as road closures, snow emergencies, etc.
2. Municipal Announcements
3. Community Events
4. Community announcements or congratulations



MUNICIPALITY OF **West Elgin**

The Corporation Of the Municipality Of West Elgin

By-Law No. 2023-05

Being A By-Law to provide for the DK Andrews Drain in the Municipality of West Elgin

Whereas the Council of the Municipality of West Elgin has procured a report under Section 78 of the *Drainage Act, R.S.O. 1990*, as amended, for the improvement of the DK Andrews Drain; and

Whereas the reported dated October 13, 2022 has been authored by J.M Spriet of Spriet Associates Engineers and Architects and the attached report forms part of this By-Law; and

Whereas the estimated total cost of the drainage work is \$182,000.00; and

Whereas \$83,580.00 is the estimated amount to be contributed by the Municipality of West Elgin for the drainage works; and

Whereas \$98,420.00 is the estimated amount being assessed to the Municipality of Dutton Dunwich; and

Whereas the Council of The Corporation of the Municipality of West Elgin is of the opinion that the improvement of drainage in the area is desirable;

Now Therefore be it resolved that the Council of The Corporation of the Municipality of West Elgin pursuant to the *Drainage Act, R.S.O. 1990*, as amended, enacts as follows:

1. That the report dated October 13, 2022 and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2. That The Corporation of the Municipality of West Elgin may borrow on the credit of the Corporation the amount of \$83,580.00, being the amount necessary for the improvement of the drainage works. This project may be debentured.

3. The Corporation may issue debenture(s) for the amount borrowed less the total amount of:
 - a) grants received under Section 85 of the *Drainage Act*;
 - b) monies paid as allowances;
 - c) commuted payments made in respect of lands and roads assessed with the municipality;
 - d) money paid under subsection 61(3) of the *Drainage Act*; and
 - e) money assessed in and payable by another municipality.
4. Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of the sale of such debenture(s).
5. A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) and shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this By-Law.
6. For paying the amount of \$12,610.00 being the amount assessed upon the lands and road belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Municipality of West Elgin in each year for 5 years after the passing of this By-Law to be collected in the same manner and at the time as other taxes collected.
7. All assessments of \$5,000.00 or less are payable in the first year in which assessments are imposed.
8. That this By-Law comes into force and effect upon the final reading thereof.

Read a first and second time and provisionally adopted this 26th day of January, 2023.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Read for a third and final time this 23rd day of February, 2023

Duncan McPhail
Mayor

Jana Nethercott
Clerk

D.K. ANDREWS DRAIN
Municipality of West Elgin



SPRIET
ASSOCIATES
ENGINEERS & ARCHITECTS
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London, Ontario N6A 1A8
Tel. (519) 672-4100
Fax (519) 433-9351
Email: mail@spriet.on.ca
www.spriet.on.ca

Our Job No. 221274

October 13, 2022

D.K. ANDREWS DRAIN

Municipality of West Elgin

To the Mayor and Council of
the Municipality of West Elgin

Mayor and Council:

We are pleased to present our report on the reconstruction of the D.K. Andrews Municipal Drain serving parts of Lot Z, Concessions 2 and 3 in the Municipality of West Elgin and parts of Lots 1 and 2, Concessions 2 and 3 in the Municipality of Dutton Dunwich. The total watershed area contains approximately 90 hectares.

AUTHORIZATION

This report was prepared pursuant to Section 78 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a request signed by the one of the affected landowners.

HISTORY

The D.K. Andrews Drain was last reconstructed pursuant to a report submitted by J.R. Spriet, P. Eng. dated August 31, 1981, and consisted of the construction of a new Main Drain and Branch, commencing at the outlet and running southerly through Lot Z, Concessions 2 and 3, to the east side of Dunborough Road. In total, 960 lineal meters of 300mm to 450mm diameter field tile was installed.

EXISTING DRAINAGE CONDITIONS

A site meeting held with respect to the project and through later discussions, the owners reported the following:

- that the requesting landowner, Brian McGill Farms Ltd. (Roll No. 4-047 & 70-049), indicated that the existing drain did not provide sufficient capacity to drain his lands in a reasonable amount of time
- that the Drainage Superintendent for the Municipality of West Elgin indicated that the existing drain was in good condition with few repairs required



EXISTING DRAINAGE CONDITIONS (cont'd)

- that the landowner, Herman Minnema Farms Ltd. (Roll No. 70-022), indicated that his lands were systematically tiled and had no issues with drainage on them

A field investigation and survey were completed. Upon reviewing our findings, we note the following:

- that the existing D.K. Andrews Drain, constructed in the early 1980's, is in good condition but undersized by today's standards
- that the new drain should be constructed on the easterly limits of the lands of Herman Minnema Farms Ltd. (Roll No. 70-022) to minimize disruption to the field tile
- that the drain could be twinned following an alternate route from the head of the Main Drain downstream through the lands of Brian McGill Farms Ltd. (Roll No. 4-047) to the point where Branch "A" connects to the same lands

Preliminary design, cost estimates and assessments were prepared, and an informal public meeting was held to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time in which it was suggested that the drain be twinned along the alternate route. Based on this suggestion it was decided to proceed with the request.

DESIGN CONSIDERATIONS

The Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) is typically used to design municipal drains. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used to design this drain with respect to capacity was 38mm per 24 hrs based on a twinned design.

We would like to point out that there have been no indications of any adverse soil conditions. It should be noted that no formal soil investigation has been made, with this information being provided by the owners.

The proposed design and report have been generally completed using the "GUIDE FOR ENGINEERS WORKING UNDER THE DRAINAGE ACT IN ONTARIO" OMAFRA Publication 852.

RECOMMENDATIONS

We are therefore recommending the following:

- that the D.K. Andrews Drain be twinned to provide the above lands with a sufficient outlet. The drain shall commence at the outlet at the McEachren Drain and travel south-easterly through the lands of Herman Minnema Farms Ltd. (Roll No. 70-022), parallel to Dunborough Road, for a distance of 570 lineal meters. The drain shall then cross under Dunborough Road into the lands of Brian McGill Farms Ltd. (Roll No. 4-047) where it will then travel south-easterly, parallel to the property line, to its head at the point where the existing drain crosses into these lands, for a total length of 861 lineal meters



RECOMMENDATIONS (cont'd)

- that the crossing under Dunborough Road be done by boring to minimize disturbance to the operation of the roadway
- that the existing drain and the new drain be interconnected at Sta. 0+560 and Sta. 0+861 to ensure they work effectively together
- that catchbasins be installed to alleviate surface flows and ponding
- that Branch "A" from the main drain to the new basin at Sta. 0+590 be officially abandoned pursuant to Section 19 of the drainage act.

ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

There are no significant wetlands or sensitive areas within the affected watershed area or along the route of the drains. The proposed construction of the D.K. Andrews Drain includes quarry stone outlet protection and surface inlets which greatly help reduce the overland surface flows and any subsequent erosion. A temporary flow check of silt fencing is to be installed in the ditch downstream of the tile outlet for the duration of the construction.

SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 916 lineal meters of 300mm (12") to 525mm (21") diameter concrete field tile & H.D.P.E. pipe, including related appurtenances.

SCHEDULES

Four schedules are attached hereto and form part of this report, being Schedule 'A' - Allowances, Schedule 'B' - Cost Estimate, Schedule 'C' - Assessment for Construction, and Schedule 'D' - Assessment for Maintenance.

Schedule 'A' - Allowances. In accordance with Sections 29 and 30 of the Drainage Act, allowances are provided for right-of-way and damages to lands and crops along the route of the drain as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$ 182,000.00. This estimate includes engineering and administrative costs associated with this project. The assessed cost in the Municipality of West Elgin is \$ 83,580.00 and the estimated cost in the Municipality of Dutton Dunwich is \$ 98,420.00.

Schedule 'C' - Assessment for Construction. This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

Schedule 'D' - Assessment for Maintenance. In accordance with Section 38 of the Drainage Act, this schedule outlines the distribution of future repair and/or maintenance costs for portions of, or the entire drainage works.

Drawing No. 1, Job No. 221274, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.



ALLOWANCES

DAMAGES: Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amount granted is based on \$3,613.00/ha. for closed drain installed with wheel machine. This base rate is multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

RIGHT-OF-WAY Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$6,670.00/ha. through cropped lands. This value is multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

ASSESSMENT DEFINITIONS

In accordance with the Drainage Act, lands that make use of a drainage works are liable for assessment for part of the cost of constructing and maintaining the system. These liabilities are known as benefit, outlet liability and special benefit liability as set out under Sections 22, 23, 24 and 26 of the Act.

BENEFIT as defined in the Drainage Act means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair, or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or sub-surface water, or any other advantages relating to the betterment of lands, roads, buildings, or other structures.

OUTLET liability is assessed to lands or roads that may make use of a drainage works as an outlet either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse.

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

ASSESSMENT

A modified "Todgham Method" was used to calculate the assessments shown on Schedule 'C'- Assessment for Construction. This entailed breaking down the costs of the drain into sections along its route. Special Assessments were then extracted from each section.



ASSESSMENT (cont'd)

The remainder is then separated into Benefit and Outlet costs. The Benefit cost is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain. The Outlet Costs are distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates, forested lands have been assessed for outlet at lower rates than cleared lands. Also, roads have been assessed for outlet at higher rates than cleared farmlands.

The actual cost of the work involving this report, with the exception of Special Assessments, is to be assessed on a pro-rata basis against the lands and roads liable for assessment for benefit, outlet, and for special assessments as shown in detail below and on Schedule 'C' - Assessment for Construction. The Special Assessments shall be levied as noted in the Section "Special Assessment".

SPECIAL ASSESSMENT

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against the County of Elgin being the increased cost to the drainage work for boring a 610mm diameter steel pipe across their road allowance on the Main Drain due to the construction and operation of Dunborough Road. The Special Assessment shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessment are to be calculated as follows:

Drain	Cost of Work	Less Equivalent Drain Cost (Fixed)	Plus Administration Cost	Plus Interest & Net H.S.T.	Special Assessment
610mm dia. Steel pipe	\$20,800.00	\$1,120.00	\$4,000.00	\$600.00	\$24,280.00

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against the Municipality of West Elgin Water Department being the increased cost to the drainage work for lowering a 200mm diameter watermain on Dunborough Road, road allowance due to its conflict with the new DK Andrews Drain. The Special Assessment shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessment are to be calculated as follows:

Drain	Cost of Work	Plus Administration Cost	Plus Interest & Net H.S.T.	Special Assessment
Main Drain	\$7,500.00	\$2,500.00	\$250.00	\$10,250.00

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against West Elgin Water Department for the cost of locating and determining the elevation of their watermains on the Main Drain, being the increased cost to the drainage works due to the construction and operation of their watermain. The Special Assessment shall be as shown on Schedule 'C' and shall **not** apply when pro-rating future maintenance costs.



SPECIAL ASSESSMENT (cont'd)

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against Lagasco Inc. for the cost of locating and determining the elevation of their gas mains on the Main Drain, being the increased cost to the drainage works due to the construction and operation of their utilities. The Special Assessment shall be as shown on Schedule 'C' and shall **not** apply when pro-rating future maintenance costs.

The above special assessments shall not apply for future maintenance purposes.

If any additional work is required to the drainage works due to the existence of buried utilities such as gas pipelines, communications cables, etc. or if any of the utilities require relocation or repair, then, the extra costs incurred shall be borne by the utility involved in accordance with the provisions of Section 26 of the Drainage Act.

GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make application for this grant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments.

MAINTENANCE

Upon completion of construction, all owners are hereby made aware of Sections 80 and 82 of the Drainage Act which forbid the obstruction of or damage or injury to a municipal drain.

After completion, the D.K. Andrews Drain, excluding the 1981 drain, shall be maintained by the Municipality of West Elgin at the expense of all upstream lands and roads assessed in Schedule 'D' - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

The above existing portions of the drain shall be maintained in accordance with the grades and dimensions and maintenance assessments as set out in the plans and specifications contained in the report by J.R. Spriet, P.Eng., dated August 31, 1981.

Repairs or improvements to any road culvert or sub-surface road crossing required by the performance of this work and for future repair and/or replacement, shall be the responsibility of the applicable Road Authority, entirely at their cost.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED



J.M. Spriet, P.Eng.



SPRIET ASSOCIATES
engineers & architects

SCHEDULE 'A' - ALLOWANCES

D.K. ANDREWS DRAIN

Municipality of West Elgin

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CONCESSION	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
------------	-----	---------------------	----------------------------	-----------------------	--------

MAIN DRAIN

MUNICIPALITY OF WEST ELGIN

2	Pt. Z	70-022 (Herman Minnema Farms Ltd)	\$ 4,170.00	\$ 3,390.00	\$ 7,560.00
Total Allowances			\$ 4,170.00	\$ 3,390.00	\$ 7,560.00

TOTAL ALLOWANCES IN THE MUNICIPALITY OF WEST ELGIN **\$ 7,560.00**

MUNICIPALITY OF DUTTON DUNWICH

2	Pt. 1	4-047 (Brian McGill Farms Ltd)	\$ 1,790.00	\$ 1,460.00	\$ 3,250.00
Total Allowances			\$ 1,790.00	\$ 1,460.00	\$ 3,250.00

TOTAL ALLOWANCES IN THE MUNICIPALITY OF DUTTON DUNWICH **\$ 3,250.00**

TOTAL ALLOWANCES ON THE D.K. ANDREWS DRAIN **\$ 10,810.00**

D.K. ANDREWS DRAIN**Municipality of West Elgin**

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

MAIN DRAIN

6 meters of 600mm dia., H.D.P.E. plastic sewer pipe including rodent gate,
quarry stone rip-rap protection around pipe and end of ditch
(Approximately 8m³ quarry stone req'd)

Supply	\$	1,100.00
Installation	\$	1,300.00

Installation of the following concrete field tile and H.D.P.E. sewer pipe including supply
& installation of bedding, backfill, and geotextile around tile joints (approx. 1450m req'd)

55 meters of 300mm dia. concrete tile	\$	1,700.00
100 meters of 450mm dia. concrete tile 2000D	\$	2,900.00
161 meters of 450mm dia. concrete tile	\$	4,700.00
200 meters of 525mm dia. concrete tile 2000D	\$	6,600.00
366 meters of 525mm dia. concrete tile	\$	12,100.00
Supply of the above listed tile & pipe	\$	46,800.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area
(4m wide) specified on drawings (approx. 833m)

\$ 5,000.00

Supply & install two 900mm x 1200mm ditch inlet catchbasins and one 600mm x
600mm ditch inlet catchbasin including, berms, leads, ditching, coring and required
prefabricated fittings and removal and disposal of existing basins

\$ 12,400.00

12 meters of 450mm dia. H.D.P.E. pipe

Supply \$ 1,100.00

Installation under laneway by open cut \$ 3,000.00

16 meters of 610mm dia., 7.9mm thickness smooth wall steel pipe

Supply \$ 5,900.00

Installation under Dunborough Road by boring \$ 12,900.00

Grouting of Existing Pipe \$ 2,000.00

Relocation of Watermain with offset

\$ 7,500.00

Exposing and locating existing tile drains and utilities

Preconstruction

\$ 3,500.00

Construction

\$ 1,100.00

Tile connections and contingencies

\$ 6,400.00

Allowances under Sections 29 and 30 of the Drainage Act

\$ 10,810.00

SCHEDULE 'B' - COST ESTIMATE (cont'd)

**D.K. ANDREWS DRAIN
Municipality of West Elgin****ADMINISTRATION**

Interest and Net Harmonized Sales Tax	\$ 4,180.00
Survey, Plan and Final Report	\$ 22,900.00
Expenses	\$ 1,950.00
Supervision and Final Inspection	\$ <u>4,160.00</u>
TOTAL ESTIMATED COST	\$ <u>182,000.00</u>

SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

D.K. ANDREWS DRAIN

Municipality of West Elgin

Job No. 221274

October 13, 2022

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL	
MAIN DRAIN							
Municipality of West Elgin							
2	Pt.	Z	15.0	70-022 (Herman Minnema Farm	\$ 34,680.00	\$ 2,965.00	\$ 37,645.00
3	Pt.	Z	5.0	70-049 (Brian McGill Farms Ltd)	2,000.00	2,316.00	4,316.00
TOTAL ASSESSMENT ON LANDS					\$ 36,680.00	\$ 5,281.00	\$ 41,961.00
Dunborough Road			1.8	County of Elgin	\$ 8,800.00	\$ 4,498.00	\$ 13,298.00
Stalker Line			0.8	County of Elgin		1,211.00	1,211.00
TOTAL ASSESSMENT ON ROADS					\$ 8,800.00	\$ 5,709.00	\$ 14,509.00
SPECIAL ASSESSMENT (50%) against the County of Elgin for the increased cost of installing 16 meters of 610mm dia. 7.9mm thickness smooth steel wall steel pipe							\$ 12,140.00
SPECIAL ASSESSMENT against Lagasco Gas for the increased cost of locating and determining the elevation of their gasmain prior to construction							\$ 2,360.00
SPECIAL ASSESSMENT against Municipality of West Elgin for the increased cost of locating and determining the elevation of their watermain prior to construction							\$ 2,360.00
SPECIAL ASSESSMENT against Municipality of West Elgin for the increased cost of offsetting their 200mm dia. waterline							\$ 10,250.00
TOTAL ASSESSMENT IN THE Municipality of West Elgin							\$ 83,580.00

SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION (cont'd)

D.K. ANDREWS DRAIN
Municipality of West Elgin

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL	
MAIN DRAIN (cont'd)							
Municipality of Dutton-Dunwich							
2	Pt.	1	35.2	4-047 (Brian McGill Farms Ltd)	\$ 19,390.00	\$ 23,337.00	\$ 42,727.00
2	Pt.	2	6.0	4-049 (T. Pettingill)		5,180.00	5,180.00
3	W. Pt.	1	0.4	4-078 (Crinan Community Center)		345.00	345.00
3	Mid Pt.	1	0.3	4-079-10 (J. Wilkie)		259.00	259.00
3	Pt.	1	15.4	4-079 (Brian McGill Farms Ltd)		13,296.00	13,296.00
3	Pt.	2	8.3	4-081 (T. Pettingill)		7,166.00	7,166.00
TOTAL ASSESSMENT ON LANDS				\$ 19,390.00	\$ 49,583.00	\$ 68,973.00	
Duff Line		1.9	County of Elgin	\$	\$ 5,595.00	\$ 5,595.00	
Dunborough Road		0.6	County of Elgin	9,900.00	1,812.00	11,712.00	
TOTAL ASSESSMENT ON ROADS				\$ 9,900.00	\$ 7,407.00	\$ 17,307.00	
SPECIAL ASSESSMENT (50%) against the County of Elgin for the increased cost of installing 16 meters of 610mm dia. 7.9mm thickness smooth steel wall steel pipe							\$ 12,140.00
TOTAL ASSESSMENT IN THE Municipality of Dutton-Dunwich						\$ 98,420.00	
TOTAL ASSESSMENT ON THE MAIN DRAIN						\$ 182,000.00	

SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

D.K. ANDREWS DRAIN

Municipality of West Elgin

Job No. 221274

October 13, 2022

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
MAIN DRAIN				
Municipality of West Elgin				
2	Pt. Z	15.0	70-022 (Herman Minnema Farms Ltd)	20.2 %
3	Pt. Z	5.0	70-049 (Brian McGill Farms Ltd)	3.3
				=====
TOTAL ASSESSMENT ON LANDS				23.5 %
				=====
Dunborough Roac		1.8	County of Elgin	8.8 %
Stalker Line		0.8	County of Elgin	1.2
				=====
TOTAL ASSESSMENT ON ROADS				10.0 %
				=====
TOTAL ASSESSMENT FOR MAINTENANCE IN THE Municipality of West Elgin				33.5 %
Municipality of Dutton-Dunwich				
2	Pt. 1	35.2	4-047 (Brian McGill Farms Ltd)	32.9 %
2	Pt. 2	6.0	4-049 (T. Pettingill)	5.2
3	W. Pt. 1	0.4	4-078 (Crinan Community Center)	0.3
3	Mid Pt. 1	0.3	4-079-10 (J. Wilkie)	0.3
3	Pt. 1	15.4	4-079 (Brian McGill Farms Ltd)	13.2
3	Pt. 2	8.3	4-081 (T. Pettingill)	7.1
				=====
TOTAL ASSESSMENT ON LANDS				59.0 %
				=====
Duff Line		1.9	County of Elgin	5.6
Dunborough Roac		0.6	County of Elgin	1.9
				=====
TOTAL ASSESSMENT ON ROADS				7.5 %
				=====
TOTAL ASSESSMENT FOR MAINTENANCE IN THE Municipality of Dutton-Dunwich				66.5 %
TOTAL ASSESSMENT FOR MAINTENANCE FOR THE MAIN DRAIN				100.0 %

SCHEDULE OF NET ASSESSMENT

D.K. ANDREWS DRAIN

Municipality of West Elgin

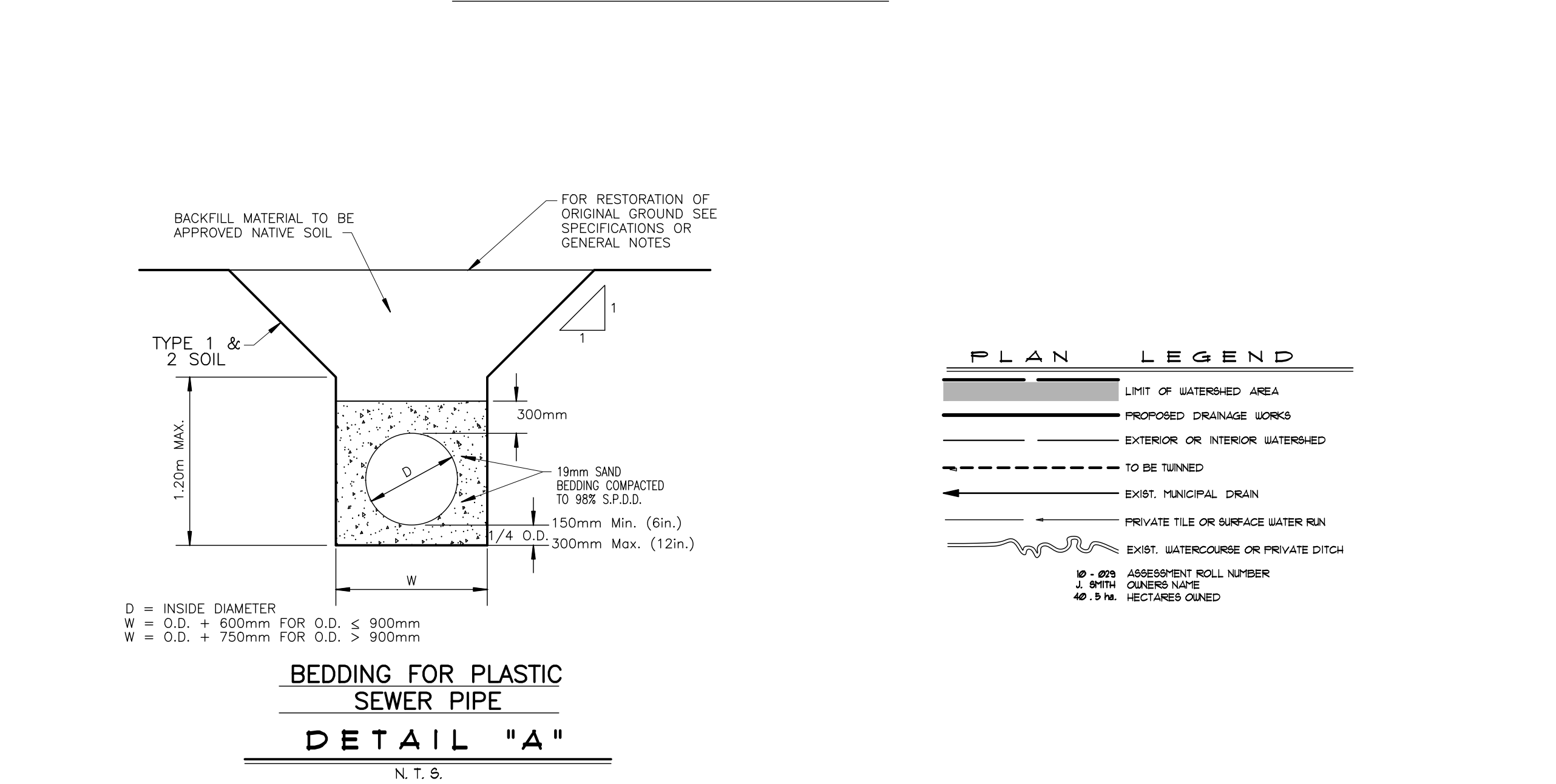
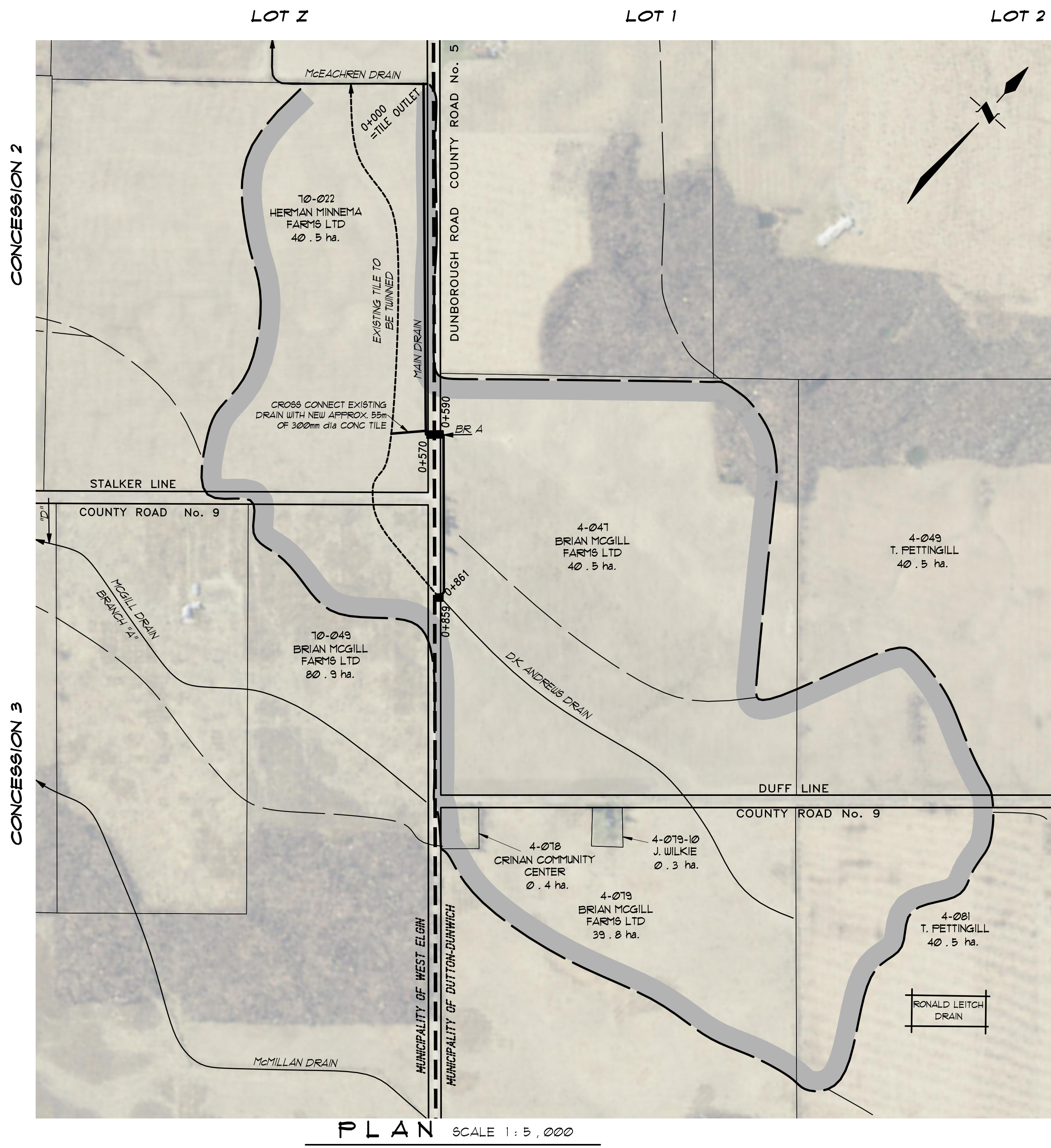
(FOR INFORMATION PURPOSES ONLY)

Job No. 221274

October 13, 2022

* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
Municipality of West Elgin				
70-022 (Herman Minnema Farms Ltd)	\$ 37,645.00	\$ 12,548.00	\$ 7,560.00	\$ 17,537.00
70-049 (Brian McGill Farms Ltd)	4,316.00	1,439.00		2,877.00
* Dunborough Road	13,298.00			13,298.00
* Special Assessment	12,140.00			12,140.00
* Stalker Line	1,211.00			1,211.00
* Lagasco inc.				
* Special Assessment	2,360.00			2,360.00
* Mun. of West Elgin (Water Department)				
* Special Assessment (Locating)	2,360.00			2,360.00
* Special Assessment (Relocating)	10,250.00			10,250.00
Municipality of Dutton-Dunwich				
4-047 (Brian McGill Farms Ltd)	42,727.00	14,242.00	3,250.00	25,235.00
4-049 (T. Pettingill)	5,180.00	1,727.00		3,453.00
* 4-078 (Crinan Community Center)	345.00			345.00
* 4-079-10 (J. Wilkie)	259.00			259.00
4-079 (Brian McGill Farms Ltd)	13,296.00	4,432.00		8,864.00
4-081 (T. Pettingill)	7,166.00	2,389.00		4,777.00
* Duff Line	5,595.00			5,595.00
* Dunborough Road	11,712.00			11,712.00
* Special Assessment	12,140.00			12,140.00
TOTALS	\$ 182,000.00	\$ 36,777.00	\$ 10,810.00	\$ 134,413.00



CONCESSION 2

CONCESSION 3

GENERAL NOTES

- 1/ OUR SPECIFICATIONS DATED JANUARY 2020 APPLY TO THIS PROJECT.
- 2/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS:
CLOSED PORTIONS - 15 METERS
THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE 10M.
- 3/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES.

- a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADES CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.
- b) CONTRACTOR TO NOTIFY ALL UTILITIES 72 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.
- c) THE COST FOR THIS WORK SHALL BE INCLUDED IN THE ITEM ON THE EXTENT OF WORK AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR, EXCEPT IF ROAD RESTORATION IS REQUIRED.

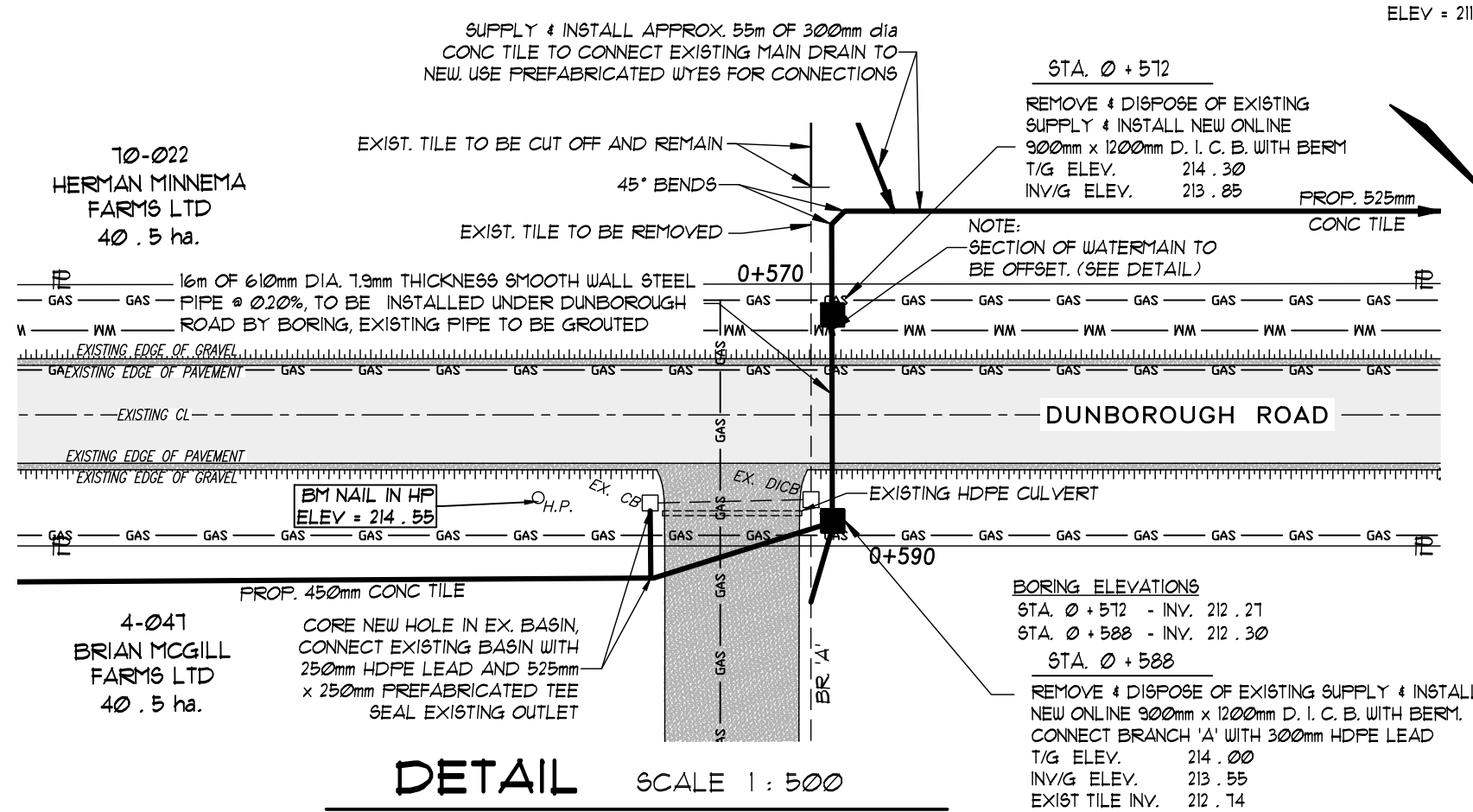
- 5/ ALL TREES, SCRUB, BRUSH, ETC. TO BE CLEARED AND GRUBBED IN ACCORDANCE WITH "SECTION B.3 AND C.4" SPECIFICATIONS.
- 6/ RIP-RAP TO BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH "SECTION A.28" IN THE SPECIFICATIONS.
- 7/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT, AND THE AFFECTED OWNERS. ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING.

CLOSED PORTIONS

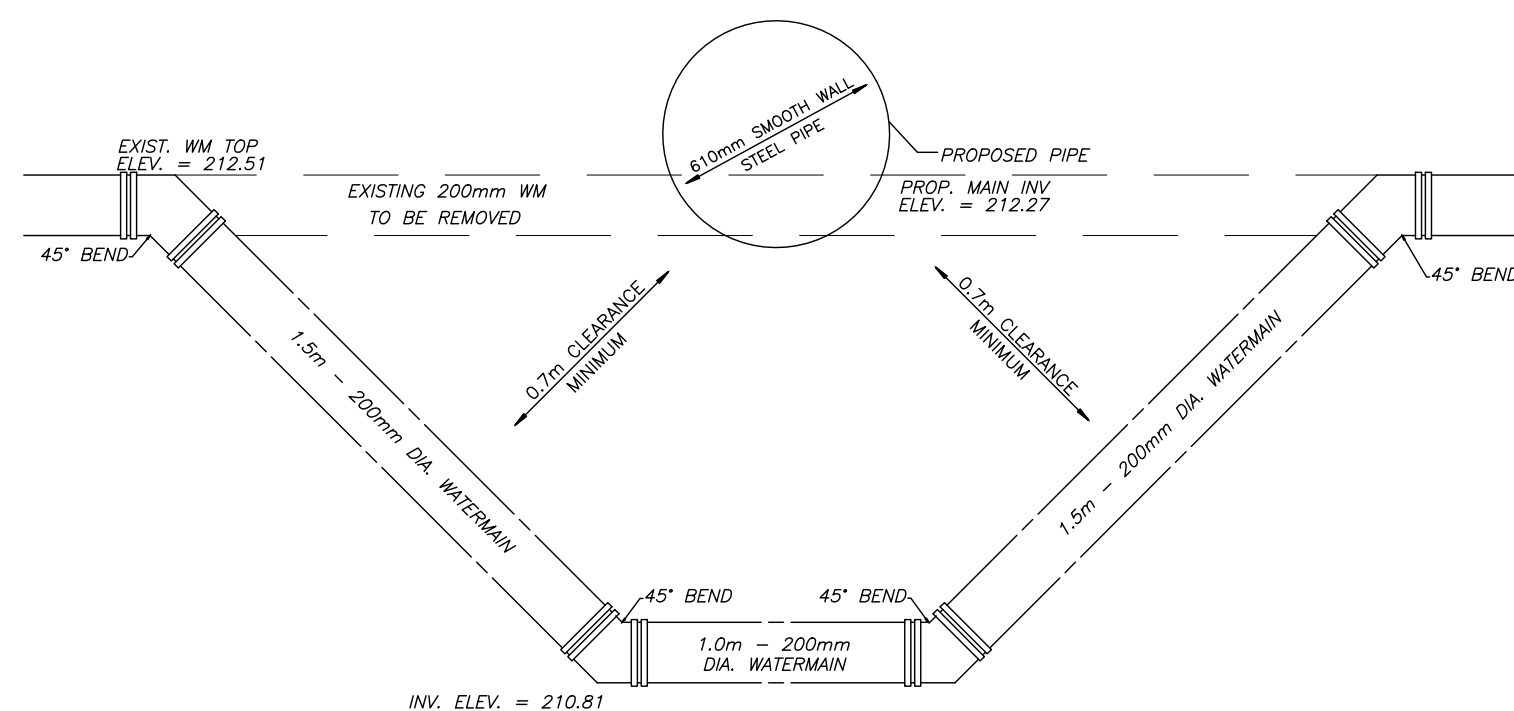
- a) ALL CONCRETE AND PLASTIC TILE AND PIPE TO CONFORM TO "SECTION C.1" IN THE SPECIFICATIONS.
- b) SEWER PIPE TO BE CONCRETE, H.D.P.E. PLASTIC 320 KPA (BELL & SPIGOT WITH RUBBER GASKETS, CONFORMING TO C.S.A. 1026-09), PVC ULTRA RIB OR PVC SDR 35
- c) CONCRETE TILE SHALL BE HEAVY DUTY (2000-D) WHERE NOTED

- EXISTING TILE DRAINS TO BE EXPOSED IN AS MANY LOCATIONS AS ARE NECESSARY TO CONFIRM THEIR EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION. EXACT LOCATION OF NEW TILE DRAINS THEN TO BE CONFIRMED BY DRAINAGE SUPERINTENDENT OR ENGINEER.
- 9/ a) INSTALLATION OF TILE AND TRENCH WIDTHS SHALL BE IN ACCORDANCE WITH "SECTION C - TILE DRAIN" IN THE SPECIFICATIONS.
- b) ALL CONCRETE TILE AND TILE-PIPE JOINTS TO BE WRAPPED WITH GEOTEXTILE IN ACCORDANCE WITH "SECTION C.8" IN THE SPECIFICATIONS.
- c) NO CONSTRUCTION EQUIPMENT OR FARM MACHINERY SHALL CROSS OVER THE MOUNDED BACKFILLED TILE TRENCHES UNTIL SUFFICIENT SETTLEMENT HAS OCCURRED.
- d) STRIP AND STOCKPILE TOPSOIL FROM CONSTRUCTION AREA (4 METRE WIDTH) FOR ENTIRE LENGTH OF NEW DRAIN (EXCEPT LANEWAYS & ROADS). EXCESS SPOIL TO BE LEVELLED AND TOPSOIL RELEVELLED OVER SPOIL, MOUNDED TRENCH AND REMAINING CONSTRUCTION AREA.

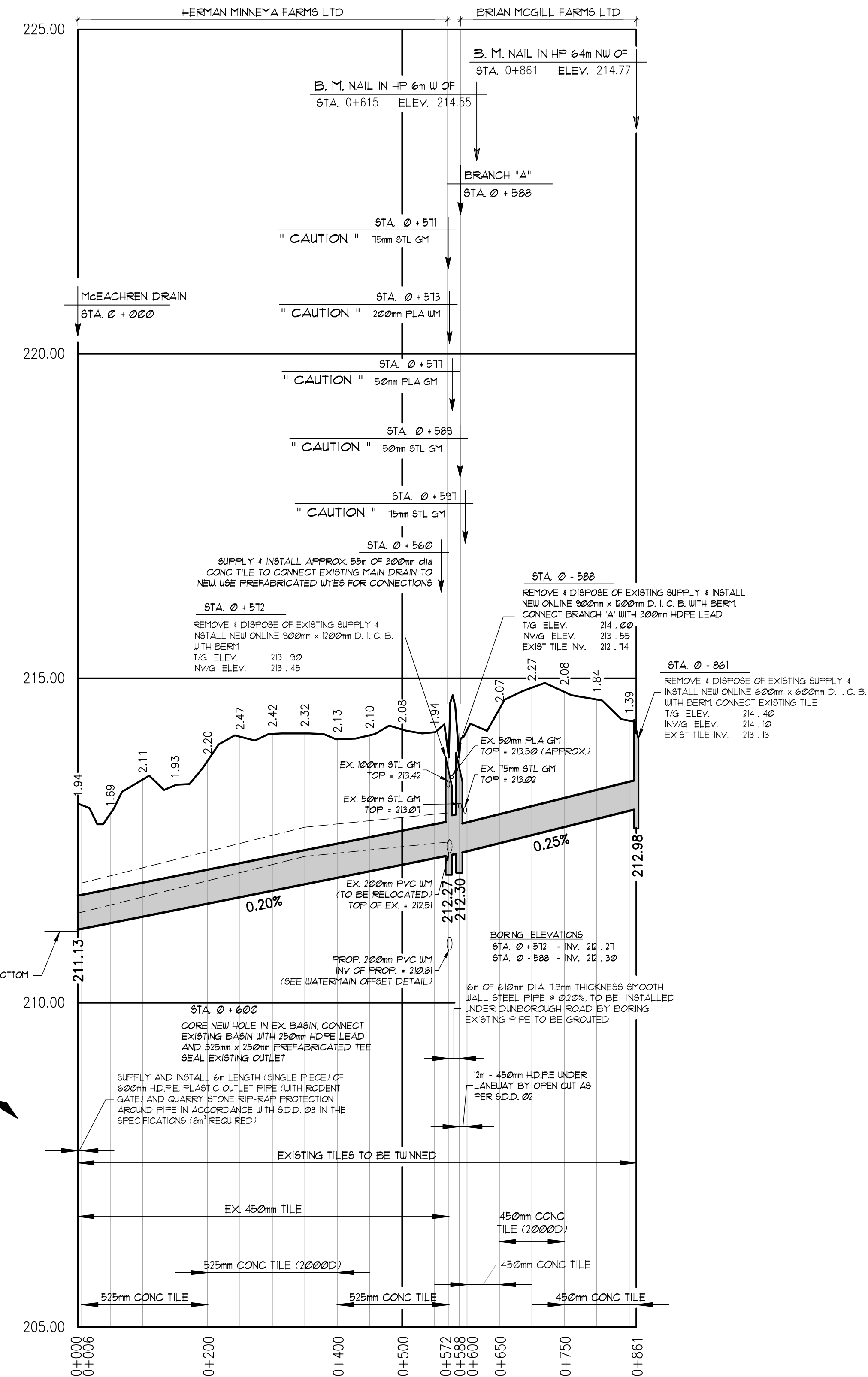
- a) IT SHALL BE NOTED THAT AREAS OF POOR SOIL CONDITION MAY BE ENCOUNTERED ALONG THE COURSE OF THE DRAIN. IF SUCH CONDITIONS ARE ENCOUNTERED AND IF THE TRENCH WALLS AND/OR TRENCH BOTTOM AND/OR TRENCH BOTTOM BECOME UNSTABLE, THEN THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE DRAINAGE SUPERINTENDENT OR ENGINEER.
- b) IF SO ORDERED BY THE DRAINAGE SUPERINTENDENT OR ENGINEER, THE CONTRACTOR SHALL INSTALL THE TILE OR PIPE ON A BEDDING OF 19mm (3/4") CRUSHED STONE THROUGH THE AREA OF UNSTABLE TRENCH. THE CRUSHED STONE SHALL BE COMPLETELY WRAPPED IN GEOTEXTILE SUCH AS "TERRAFIX 360 R" OR APPROVED EQUAL. THE LIMITS OF THIS WORK SHALL BE DETERMINED BY THE DRAINAGE SUPERINTENDENT OR ENGINEER.
- c) PAYMENT FOR THIS WORK SHALL BE IN ACCORDANCE WITH THE CONTINGENCY AMOUNTS SHOWN ON PAGE 3 OF THE "FORM OF TENDER".
- d) ALL CONCRETE TILE AND TILE-PIPE JOINTS TO BE WRAPPED WITH GEOTEXTILE IN ACCORDANCE WITH "SECTION C.8" IN THE SPECIFICATIONS.



DETAIL SCALE 1:500



WATERMAIN OFFSET DETAIL SCALE 1:25



MAIN DRAIN

SCALE: HOR. 1:5,000 VERT. 1:50

D.K. ANDREWS DRAIN
Municipality of West Elgin

Drainage Superintendent:	No.	REVISIONS	DATE
TOM MOHAN			
519-785-0560			

Drawn By: MJ & MM	Field Book	JOB No.	Drawing No.
Date: OCT. 13, 2022	GFS	221274	1 of 1

PLAN, PROFILE, DETAILS & NOTES
SPRIET ASSOCIATES
LONDON CONSULTING ENGINEERS
155 YORK STREET - LONDON (519) 672-4100 - NEA 1A8



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2023-16

Being a By-Law to Regulate the Display, Sale and Setting Off of Fireworks in the Municipality of West Elgin

Whereas the Council of the Corporation of the Municipality of West Elgin deems it necessary to prohibit and regulate the sale, storage, display and discharge of fireworks in the Municipality of West Elgin; and

Whereas Section 121 of the *Municipal Act, 2001*, SO. 2001, c.25, as amended, permits a municipality to pass by-laws prohibiting and regulating the sale and the setting off of fireworks; and

Whereas Section 121 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, states that a municipality may require that a permit be obtained for the sale and setting off of fireworks, and that conditions may be prescribed by the municipality for obtaining, continuing to hold and renewing said permit;

Now Therefore, the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. Interpretation

In this By-law the following terms shall have the corresponding meanings:

- a) “**Display Unit**” means a bin, crate, box case or other device used to display fireworks to the public;
- b) “**Duty of Care**” means everyone who has an explosive substance in his or her possession or under his or her care and control is under a legal duty to use reasonable care to prevent bodily harm and death to persons, or damage to property by that explosive device;
- c) “**Family Fireworks**” shall mean low hazard fireworks generally used for recreation;

- d) “**Fire Chief**” shall mean the Fire Chief of West Elgin Fire Department and members of the fire department under the direction of the Fire Chief;
- e) “**Fireworks**” means any and all classes of fireworks, including and without limiting the generality of the foregoing the following clauses which are included in the *Federal Explosives Act, R.S.C., 1985, c #-17*, Ministry of Natural Resources;
 - (i) “**Low-hazard**” fireworks for recreation such as firework showers, fountains, golden rain, lawn lights, pin wheels, Roman candles, volcanoes and sparklers;
 - (ii) “**High-hazard**” fireworks for recreation such as rockets, serpents, shells, bombshells, tourbillions, maroons, large wheels, bouquets, barrages, bombardon, waterfalls, fountains, mines and firecrackers (also known as “display fireworks”).
- f) “**Fireworks vendor**” means any person, organization or company that sells, displays, or offers fireworks for sale;
- g) “**Flying Lanterns**” means a small hot air balloon made of treated paper or any other material, with an opening at the bottom which is propelled by an open flame generated by a small candle or fuel cell, allowing a balloon to rise and float in the air, uncontrollably while ignited;
- h) “**Mobile Vending Structure**” means any vehicle, roadside stand or temporary structure, tent or air-supported structure or other conveyance in or from which fireworks are displayed, sold or offered for sale;
- i) “**Person**” includes a corporation;
- j) “**Site**” means any area within the Municipality of West Elgin on which fireworks are displayed, sold or offered for sale;
- k) “**Site Plan**” means a drawing of a site which includes all applicable measurements of every vending structure and the surrounding area within 100 metres of the site on which all buildings and structures, streets or other landmarks are indicated;
- l) “**Temporary Vendor**” means any person, organization or company that sells displays or offers fireworks for sale from a mobile vending structure.

2. When Sales Permitted

Every person who sells fireworks in West Elgin shall only sell fireworks, as described in the by-law, on the following days:

- a) From one week (seven days) prior to Victoria Day weekend (May) until one week (seven days) following Labour Day weekend (September);
- b) One week (seven days) prior to New Year's Eve (December 31); and,
- c) One week (seven days) prior to Diwali.

3. Sales

No person shall display, offer for sale or sell fireworks unless the person is in compliance with all applicable provisions of this By-law.

4. By-law Posting

Every fireworks vendor shall ensure that a copy of this By-law is posted on the site in a conspicuous place visible to the public.

5. Sale to Minors Prohibited

- a) No person shall sell fireworks to any person under the age of eighteen (18) years;
- b) No person shall sell fireworks to any person without a sign being present on the site and clearly visible to the public, in each display unit, stating that sales to persons under eighteen (18) years of age are prohibited.

6. Storage and Display of Fireworks

- a) When fireworks are displayed for sale within any building, the fireworks vendor shall ensure that no lot, bin or bundle of fireworks exceeds a weight of 25 kilograms and shall not expose fireworks to direct sunlight;
- b) Where the total stock of fireworks on a site exceeds a weight of 1,000 kilograms, the fireworks vendor shall obtain a license from the Explosives Division, Department of Energy, Mines and Resources;
- c) Every fireworks vendor shall ensure that all fireworks displayed or offered for sale are kept within an enclosed, in a locked, non-combustible display unit, and are accessible only to employees of the fireworks vendor;
- d) No person shall have in his or her possession a lighted match, lighted lighter, lighted pipe, lighted cigar, lighted cigarette or any other lighted fire producing device within six (6) metres of any fireworks kept or displayed for sale;
- e) Every fireworks vendor shall ensure that all fireworks that remain unsold at the expiration of the selling period (specified in Section 2 of this By-law) are immediately stored in a cool, dry place, which is remote from flammable materials and inaccessible to the public;
- f) Every person or organization who stores fireworks shall use reasonable care to ensure that those fireworks are not accessible to children;
- g) No person shall display, offer to sell or sell any flying lanterns.

7. Temporary Vendor

Temporary vendors are not permitted to sell, display or offer to sell fireworks from a mobile vending structure in the Municipality of West Elgin.

8. Discharge of Fireworks

- a) No person shall discharge any fireworks on municipally-owned lands without first obtaining permission from the Municipal Council. Such permission may be subject to terms and conditions, including but not limited to, the provision of liability insurance, in the amount of \$5,000,000.00, naming the Municipality of West Elgin as an additional insured;
- b) No person shall discharge any fireworks within the Municipality at any time except on the four (4) long weekends of summer observed as Victoria Day (May), Canada Day (July), Civic Day (August) and Labour Day (September) New Year's Eve (December 31) or Diwali; unless permission to do so has been given by Fire Chief;
- c) In addition to subsection (a) and (b) of this section, no person shall discharge any fireworks within the Municipality except between the hours of dusk and 11:00 p.m. on the day such discharge is permitted;
- d) Every person who discharges family fireworks shall be mindful of their duty of care to individuals and property.

9. Fireworks Displays

- a) No person or organization shall conduct a fireworks display using high-hazard fireworks within the Municipality without first obtaining approval to do so from the Council or the Fire Chief;
- b) No person or organization approved by the Fire Chief to conduct a high-hazard fireworks display shall do so without first obtaining a permit from the Municipality of West Elgin Fire Department to conduct the fireworks display;
- c) No person shall be permitted to set off high-hazard fireworks in fireworks display without first successfully completing a fireworks supervisor course and holding a valid Fireworks Supervisor Card;
- d) No person shall use any fireworks in fireworks display other than those authorized pursuant to the *Explosives Act* Regulations of the Ministry of Natural Resources. Every person having control of any fireworks to be used in a fireworks display shall ensure that such fireworks are stored in a cool, dry place remote from flammable materials and inaccessible to the public;
- e) No person shall set off any flying lanterns in the Municipality of West Elgin;
- f) Every person or organization that conducts a fireworks display shall ensure that all fireworks that failed to fire are immediately disposed of in a safe manner having regard to the particular type of fireworks involved;
- g) Every person or organization that conducts a fireworks display shall ensure that all unfired fireworks are subsequently stored in accordance with Section 6(e) of this By-law;
- h) Every person or organization that conducts a fireworks display shall submit a fireworks permit for approval by Fire Chief.

10. **Offence**

It shall be an offence for any person to contravene any provision of this By-law.

11. **Penalties**

Any person who contravenes any provision of this bylaw is guilty of an offence and upon conviction shall be liable to a penalty as set out in Section 61 of the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33 or any successor thereof.

12. **Enforcement & Investigation**

a) **Enforcement Officers and Powers**

The Municipality of West Elgin, for the purposes of enforcement of this By-law appoints the following persons to do enforcement:

- West Elgin Fire Chief & Members of the West Elgin Fire Department;
- Members of the Ontario Provincial Police;
- By-law / Provincial Offences Officers appointed by the Municipality;
- Any person appointed by the Municipality to enforce this regulation.

b) **Investigation**

Anyone who is appointed for the purposes of enforcement can enter onto private property to determine if a violation of this regulation is taking place and or to inspect to ensure that this regulation is taking place and or to inspect to ensure that this regulation is being obeyed and guidelines being followed.

13. **Short Title**

This By-law shall be known as the "FIREWORKS BY-LAW".

This By-law shall come into force and effect upon the final passing thereof.

Read a first, second, and third time and finally passed this 23rd day of February, 2023.

Richard Leatham
Deputy Mayor

Jana Nethercott
Clerk

**The Corporation of the Municipality of West Elgin
SCHEDULE "A"**

BY-LAW NO. 2023-16: Fireworks By-Law

SET FINE SCHEDULE

PART 1 – Provincial Offences Act

ITEM	COLUMN 1 – SHORT FORM WORDING	COLUMN 2 – PROVISION CREATING OR DEFINING OFFENCE	COLUMN 3 – SET FINE
1	Selling of fireworks prohibited	2	\$500.00
2	Display fireworks in bundles greater than 25 kilograms	6.a	\$500.00
3	Display fireworks in direct sunlight	6.a	\$500.00
4	Failure to obtain license from Explosives Division, Department of Energy, Mines And Resources	6.b	\$500.00
5	Failure to keep fireworks in enclosed, non-combustible and locked display unit	6.c	\$500.00
6	Possessing lighted match or other fire producing device within 6 metres of fireworks	6.d	\$500.00
7	Inadequate storage of fireworks	6.e	\$500.00
8	Display, sell, offer to sell any flying lantern	6.g	\$500.00
9	Discharge fireworks on municipal property without permission	8.a	\$500.00
10	Discharge fireworks within Municipality, when prohibited	8.b	\$500.00
11	Discharge fireworks before dusk or after 11:00 p.m. on permitted days(s)	8.c	\$500.00
12	Conducting a high-hazard fireworks display without permission of Council or Fire Chief	9.a	\$500.00
13	Conducting a high-hazard fireworks display without a permit	9.b	\$500.00
14	Set-off any flying lanterns	9.e	\$500.00

The Penalty Provision for the offences listed above is Section 11 of By-law #2023-16, a certified copy of which has been filed.

SCHEDULE "B"

Fireworks Display Application

Please read and review the attached Fireworks By-Law and submit the following completed items to Firecheif@westelgin.net

- ☐ Fireworks Display Application
- ☐ Copy of Valid Fireworks Supervisor Card
- ☐ Written permission from Property Owner
- ☐ Copy of Liability Insurance - \$5,000,000
- ☐ Site Plan

Event Information

Event Date & Time	
Alternate Date & Time	
Event Location Address	

Contact Information

Applicant	
Name/Organization	
Address	
Telephone #	
Email	
Fireworks Vendor	
Fireworks Vendor Name	
Address	
Telephone #	
Email	
Supervisor Name	
Supervisor Card #	
Supervisor Level	
Supervisor Telephone #	
<i>Copy of Valid Fireworks Supervisor Card attached</i>	
Property Owner	
<input type="checkbox"/> Same as Applicant	
Property Owner Name	
Address	
Telephone #	
Email	
<i>Written permission from Property Owner attached</i>	

Insurance Information

Company	
Policy #	
Dates of Coverage	
Copy of Liability Insurance in the amount of \$5,000,000 attached Note: If fireworks display is to take place on Municipal property, the Municipality of West Elgin must be named as additional insured.	

Safety Plan Information

Type of fireworks to be discharged	
Discharge Method [Electrical, Hand-fired, Combination, etc.]	
Method of disposal of unused fireworks	
Security Barriers/Measures in place	
Emergency Procedures	
Any other safety measures being implemented	

Site Plan

Please **attach a drawing with dimensions of the proposed site** and include the following:

- ☐ Location of the proposed fireworks display
- ☐ Proposed access of fire and emergency vehicles
- ☐ Free zone, have a clear distance between the point of launch and occupied area

Firework's Vendor Signature _____

Date _____

Applicant Signature _____

Date _____

Permission of Authority having jurisdiction Signature _____

Date _____



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2023-17

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property known as 23727 Beattie Line.

Whereas the Council of the Corporation of the Municipality of West Elgin deems it advisable to amend By-law No. 2015-36, as amended, being the Comprehensive Zoning By-law of the Municipality of West Elgin:

Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That Schedule "A" Map No. 10 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **General Agricultural Special Regulation 7 (A1-7) Zone** for those lands hatched and described as A1-7, on Schedule "A" attached hereto and forming part of this By-law, being Pt. Lot 16, Concession 1 WD, Municipality of West Elgin.
2. That By-law No. 2015-36, as amended, is hereby further amended by adding the following subsection as 5.3.7 a) as follows:

“5.3.7 a) **Defined Area** (23727 Beattie Line)

A1-7 as shown on Schedule “A” Map No. 10

Permitted Uses

Those uses permitted under subsection 5.1.1

A second single unit dwelling

Home Occupations

Notwithstanding Section 5.2.4 b) a home occupation within an accessory building on lands known municipally as 23727 Beattie Line shall not exceed 250 square meters in floor area

3. This By-law comes into force upon the day it is passed in the event an appeal has not been filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended. In the event an appeal is filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended, the By-law shall be deemed not to have come into force until the appeal has been finally disposed of, whereupon the By-law, except for such parts as are repealed or amended as so directed by the Ontario Land Tribunal (OLT), shall be deemed to have come into force on the day it was passed.

Read a first, second, and third time and finally passed this 23rd day of February 2023.

Richard Leatham
Deputy Mayor

Jana Nethercott
Clerk

BEATTIE LINE

**Lands to be Rezoned
General Agricultural
Special Regulation 7
(A1-7) Zone**

LINDEN RD

This is Schedule "A" to By-law No. 2023-17 passed on
the 23rd day of February, 2023

MAYOR

CLERK

MUNICIPALITY OF WEST ELGIN
Comprehensive Zoning By-Law 2015-36
SCHEDULE 'A' MAP 10



0 100 200
Meters





MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2023-18

A By-law to Authorize the Execution of a Master Service Agreement between The Corporation of the Municipality of West Elgin and Circular Materials Ontario

Whereas Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with Circular Materials Ontario for the purposes of the Corporation of the Municipality of West Elgin being the Contract Administrator for the purposes of collection of Blue Box Materials; and

Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with Circular Materials Ontario in the form of an Agreement titled Master Services Agreement for Services Related to Blue Box Material, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on February 23, 2023.

Read a first, second, and third time and passed this 23rd day of February, 2023.

Richard Leatham
Deputy Mayor

Jana Nethercott
Clerk

MASTER SERVICES AGREEMENT
for
SERVICES RELATED TO BLUE BOX MATERIAL
Number 2022-00-11

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This Master Services Agreement (this “MSA”) is entered into as of _____, (“Effective Date”)

Between

Municipality of West Elgin, a corporation incorporated under the laws of Ontario, having a place of business at 22413 Hoskins Line, Rodney, ON N0L 2C0 (“Contractor”)

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario (“CMO”)

RECITALS

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the collection of Blue Box Materials and related services; and

WHEREAS, Contractor and CMO (each a “Party”, and collectively the “Parties”) jointly desire to enter into this MSA respecting the collection of Blue Box Materials and related services for the applicable Eligible 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. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

“BLUE BOX MATERIAL” has the meaning set out in 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.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Ontario.

“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 Blue Box Material 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 in the Work Reports for the Month and data and information provided pursuant to Section 4.1 of Exhibit 1 to a Statement of Work and Section 5.3 of 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.

“CURRENT PANDEMIC CONDITIONS” means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Ontario Ministry of Labour, Training, and Skills Development, and Chief Medical Officer of Health / Provincial Health Officer) and industry associations relating to an epidemic or a pandemic, including, without limitation, COVID-19, which are in effect as of a Statement of Work Effective Date, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, in respect of the Statement

of Work applicable to such Statement of Work Effective Date, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

“EFFECTIVE DATE” has the meaning set out above in this MSA.

“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“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 CMO 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).

“MANAGER” means the manager of this MSA identified by CMO, from time to time, in writing.

“MATERIAL CONTRACTOR DEFAULT” means the Contractor has committed any of the following acts or omissions:

- (i) disposing of any Blue Box Material 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;
- (ii) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CMO;
- (iii) failing to comply with the MSA, including any Statements of Work, in a manner that results in CMO or Producers becoming non-compliant with the Regulation; or
- (iv) abandoning the Work.

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

“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.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*.

“STATEMENT OF WORK” means a statement of work entered into between CMO and the Contractor in the form attached to Schedule A.

“STATEMENT OF WORK ELIGIBLE COMMUNITY SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible 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:

- (i) 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
- (ii) preclude the safe performance of the Work.

“VALUE ADDED TAXES” means such sum as shall be levied upon any portion or all of the Contract Price (“Taxable Portion”) by the federal or any provincial government and is computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation

“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 REPORTS FOR THE MONTH” has the meaning set forth in Section 6.2(b).

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, requested, approved, or sanctioned by or satisfactory to CMO 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 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 – Statements 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 requirement of this MSA, including Change Orders; and
 - (iv) Other portions of this MSA.

1.3 Managed Contract

- (a) The Parties acknowledge and agree that this MSA may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates (“RLG”) as the Manager. Notwithstanding any other provision in this MSA, CMO may identify, in writing, its rights under this MSA, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
 - (i) shall receive copies of documents, and may request copies of documents, provided to CMO, or that may be requested by CMO, pursuant Sections 5.2(b), 6.2(b) and 8.8(h)(i) of this MSA;

- (ii) shall be notified, along with CMO, pursuant to Sections 6.2(f), 6.2(h) and 8.9(b) of this MSA; and
- (iii) may provide notice to the Contractor pursuant to Section 7.1(b) 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 7.4 and 7.5, or as otherwise provided for in this MSA.
- (b) CMO 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 CMO and Contractor from time to time.
- (c) CMO reserves the right to terminate this MSA or a Statement of Work in accordance with Section 7.5, or as otherwise provided for in this MSA. Termination shall not affect CMO'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 Laws shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Laws, 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) CMO is committed to diverting Blue Box Materials from disposal and achieving efficiencies in the Work. To this end CMO will continue to explore new methods and technologies and, as a proposed change in the Work, CMO may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CMO chooses to proceed with such new methods and technologies CMO 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 CMO 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, CMO 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 MSA 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 make best efforts to:

- (i) Encourage Eligible Sources who do not receive collection services because of the Lawful LD, to separate and retain their Blue Box Material and not place such Blue Box Material out for collection during the Lawful LD Period.
 - (ii) Provide continued collection of Blue Box Material from Eligible Sources that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver Blue Box Material collected from those Eligible Sources to third party receivers designated by CMO 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, CMO may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA to the contrary, during the LD Period, the Contractor will not invoice CMO for the cost of collecting the Blue Box Material from Eligible Sources 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 CMO 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 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;
- (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;
- (d) 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 CMO; and
- (e) 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 detailed reports of Blue Box Material collected, delivered and received, and any required annual emissions report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CMO 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.
- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CMO, 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 CMO 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 CMO.

5.3 Access to the Work

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

- (a) prepare and present to CMO, 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 CMO 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 CMO as soon as practical, but not later than within two (2) Business Days of CMO 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) CMO may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO 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) On or before the fourteenth (14th) calendar day after the start of each calendar month, the Contractor shall have submitted all monthly reports to be provided by the Contractor pursuant to this MSA, including Statements of Work, related to the Work performed during the immediately prior calendar month (collectively, the “Work Reports for the Month”) to:

opscanada@rev-log.com

Attention: **Catherine McCausland**

- (c) The Work Reports for the Month shall comply with the requirements of this MSA and include the monthly work reports pursuant to Sections 4.1 and 5.1 of Exhibit 1 to a Statement of Work.
- (d) For clarity, the Work Reports for the Month shall be deemed not to have been received by CMO, payment shall be withheld by CMO, and CMO shall have no obligation to make any payments in respect of a calendar month until CMO has received all items required from the Contractor in respect of such calendar month, pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CMO, acting reasonably.
- (e) For each calendar month during the SoW Term, CMO shall pay the Contractor the Contract Price for the Work performed in accordance with the requirements of the MSA, during the immediately prior calendar month, calculated in accordance with each applicable Statement of Work, as the case may be, provided the Contractor has submitted the Work Reports for the calendar month to CMO in respect of such immediately prior calendar month. For clarity, CMO may disagree with, and dispute, the content of the Work Reports for the Month.
- (f) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- (g) Price adjustments may be made pursuant to Section 6.4.
- (h) The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO 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 CMO within thirty (30) calendar days.

6.3 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO 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.
- (b) The Contractor is a registrant within the meaning of Part IX of the Excise Tax Act and shall provide CMO with its harmonized sales tax ("HST") number.

6.4 Price Adjustment

Price adjustments may be specified in a Statement of Work.

6.5 Monies Due to CMO

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

6.6 Other Requirements

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

6.7 Interest

The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, 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 CMO 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) CMO'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").
- (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) Subject to 6.8(d), the total cumulative liability of CMO 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) CMO'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 "CMO Liability Threshold").
- (d) The CMO Liability Threshold and Section 6.8(c) shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.2(b) for which there shall be no limit of liability.

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 CMO reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.5 without penalty or prejudice to any other right to remedy available to CMO.
- (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, CMO 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 CMO, the Manager and their respective officers, directors, employees, agents and representatives (collectively, the "CMO Indemnitees") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO 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;
 - (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(e);
 - (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;
 - (E) any assessment (including compliance orders and administrative penalties) or allegations of non-compliance under the Regulation or the (Ontario) *Resource Recovery and Circular Economy Act, 2016* 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 CMO;

- (F) any failure or delay by CMO to submit any required report or other information to the registry, as defined in the (Ontario) *Resource Recovery and Circular Economy Act, 2016* resulting from the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors;
 - (G) any failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to comply with the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder);
 - (H) any finding or declaration that a CMO Indemnitee is an “employer” for the purposes of the (Ontario) *Occupational Health and Safety Act* in connection with a breach of the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or subcontractors in connection with the Work; or
 - (I) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment in relation to the Work.
- (ii) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold the CMO Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO 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 CMO Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
 - (iv) The Contractor acknowledges that CMO holds the benefit of any provision in this MSA, including under this Section 7.2(a), that is expressly intended to extend to include the Manager, as a third party beneficiary, as trustee and agent for the Manager. CMO shall be entitled to enforce the rights of the Manager, as a third party beneficiary, under such provisions.
- (b) CMO Indemnity

CMO 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 and all Losses or 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 negligent acts or omissions by, or willful misconduct

of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.3 COVID-19

- (a) The Contractor's duties shall include managing the effects of the Current Pandemic Conditions on the performance of the Work and performing the Work in compliance with the Current Pandemic Conditions.
- (b) The costs, expenses and time of performing the Work in compliance with the Current Pandemic Conditions have been considered in setting the Contract Price and the schedule for completion of the Work and, notwithstanding any other provision in this MSA, shall not be the basis for an increase in the Contract Price or an extension of the schedule for completion of the Work.

7.4 Force Majeure

- (a) Subject to Section 7.4(b), "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO 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:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) 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;
 - (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;
 - (v) 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;
 - (vi) 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
 - (vii) 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 the COVID-19 pandemic shall not be regarded as a Force Majeure Event, unless circumstances arising in connection with the COVID-19 pandemic change materially from Current Pandemic Conditions in a manner that causes a new failure or delay in a Party's fulfillment or performance of any term of this MSA that would otherwise constitute 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 Force Majeure Event are minimized and resume full performance under this MSA.
- (e) In the event that either CMO 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 CMO 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.

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.

- (f) 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.

7.5 MSA Termination

- (a) Any termination of this MSA or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this MSA, CMO 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 CMO in accordance with Section 5.4, or 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, CMO may exercise the right of termination provided for in this Section 7.5(b)(iv), if the Parties cannot agree upon a Change Order in respect of (i) a Communications pursuant to Section 8.16 or (ii) a change, alteration and/or amendment to the Work to be implemented after December 31, 2025.
- (c) If CMO terminates this MSA or any Statement of Work as noted above, CMO is entitled to:
 - (i) Take possession immediately of all the Blue Box Material;
 - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CMO by reason of the Contractor's default under Sections 7.5(b)(ii) or 7.5(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.5(b)(iv), then, subject to the other provisions of this MSA, CMO 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.

7.6 Remedies

- (a) The rights and remedies of CMO as set forth in any provision of this MSA, including Section 7.5, 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) CMO may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CMO plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.5(b).
- (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.

7.7 Disputes

- (a) If there is a dispute between CMO 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 with the assistance of the Manager;
 - (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 CMO 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 7.8.

7.8 Arbitration

- (a) As provided for in Section 7.7(a)(iii), disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO 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 Arbitrations Act, as amended.
- (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 CMO's receipt of the notice specified in Section 7.8(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.9 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 Toronto, Ontario, 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 Laws

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

8.2 Compliance with Laws and Permits

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

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 CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO 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 (collectively, the “Records”) that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. 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. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.

- (b) The Contractor shall make available copies of certified weigh scale records for Blue Box Materials collected under this MSA on request within two (2) Business Days of the request by CMO or the Manager. The weigh scale records may be requested for any period during the term of this MSA.
- (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 CMO and the Manager as additional insureds 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 incident covering all owned, non-owned, hired, and leased vehicles used in the execution of this MSA;
 - (iii) Limited Pollution liability insurance, under the Commercial General Liability policy, covering sudden and accidental pollution occurrences, 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 original certificates evidencing the insurance requirements of the Contractor, have been filed and approved by CMO.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
 - (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager 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 CMO and the Manager 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 the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO 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) CMO 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 CMO deems it prudent to require a change in the Work, CMO shall notify the Contractor of the proposed change in the Work in writing ("Change Notice"). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.
- (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 CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO 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:
 - (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 CMO 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 CMO, 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 CMO, 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 CMO 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 CMO 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 CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:
- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
 - Reasons in support of the Contractor’s proposed change in Work;
 - 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;
 - Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
 - Identify an appropriate timeframe for the implementation of the change in Work.

- (ii) CMO 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 change in the Contract Price will occur;
 - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - The change will interfere with any relationship of CMO with third parties;
 - The financial strength of the Contractor is sufficient to perform the change; and
 - The change materially affects the risks or costs to which CMO is exposed.
- (iii) If CMO 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 CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.
- (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
- (v) Unless CMO 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 CMO will 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 CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

8.10 Duty to Notify

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 CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

8.11 Intellectual Property

- (a) Subject to Section 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 CMO or such other entity as identified by CMO, 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 Protection of Privacy Act, the Municipal Freedom of Information and Protection of Privacy Act, 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 CMO pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Laws indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.
- (c) CMO acknowledges and agrees that any Documentation, regardless of whether the property of CMO 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 CMO 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 CMO free and clear of all encumbrances upon CMO 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 CMO 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 CMO.

- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CMO shall be entitled to fully exploit the Work and Documentation without restriction, and CMO 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 CMO 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 CMO, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CMO 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 CMO's request, making available or delivering to CMO where feasible as determined by the Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CMO 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.
- (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 Laws 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 CMO to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CMO 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 CMO of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CMO 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 CMO 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 Ontario 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 Ontario 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 7.5 (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, CMO 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 CMO 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. CMO 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. CMO 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 CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Director, Supply Chain Services

Email: operations@circularmaterials.ca

With a copy to Manager:

RLG Systems Canada Inc.
250 University Ave #200,
Toronto, ON M5H 3E5
Attention: Catherine McCausland

Email: Catherine.McCausland@rev-log.com

To Contractor:

Municipality of West Elgin
22413 Hoskins Line
Rodney, ON N0L 2C0
Attention: Lee Gosnell

Email: lgosnell@westelgin.net

ARTICLE 9 MSA SCHEDULE

9.1 MSA Schedule

Attached to and forming an integral part of this MSA is Schedule A – Statements of Work.

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

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO.

ATTACHMENT 01 TO SCHEDULE A
STATEMENT OF WORK FOR ELIGIBLE COMMUNITY RESIDENCE AND FACILITY
COLLECTION
for
MASTER SERVICES AGREEMENT
Number 2022-00-11

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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 01

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of _____ BETWEEN Municipality of West Elgin ("Contractor") and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario ("CMO", and with the Contractor, each a "Party" and collectively the "Parties"), with an effective date of _____ ("Statement of Work Effective Date").

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

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 7, 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 7 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 7 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 or referenced in Exhibits 3 or 4.
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 7 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, 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 8, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Eligible Sources;
 - iii. Exhibit 3 – Multi-family Buildings;

- iv. Exhibit 4 – Retirement Homes, Long-Term Care Homes and Schools;
- v. Exhibit 5 – Non-Eligible Sources;
- vi. Exhibit 6 – Blue Box Material Accepted in Collection System;
- vii. Exhibit 7 – Service Commencement Dates; and
- viii. Exhibit 8 – 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.

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“COLLECTION” means the collection of Blue Box Material from an Eligible Source located within an Eligible Community listed in Exhibit 7 and delivery of the collected Blue Box Material to a RF.

“COLLECTION SERVICES” means the portion of the Work required by this Statement of Work.

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

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

“HAZARDOUS WASTE” means: (i) a hazardous and special product or HSP as defined by Ontario Regulation 449/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016; or (ii) a hazardous waste as defined in Revised Regulations of Ontario 1990, Regulation 347 under the (Ontario) Environmental Protection Act.

“NEW ELIGIBLE SOURCE” means a new eligible source as agreed to by the Parties for the purposes of this MSA.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material.

“NON-COMPLIANT” means Blue Box Material that is set out incorrectly, inappropriately or improperly prepared including the following reasons:

- (i) Container contains Non-Blue Box Material;
- (ii) Blue Box Material not properly sorted;
- (iii) Recycling container is not suitable; or
- (iv) Cardboard is oversized.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 7 that is not an Eligible Source.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

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

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

“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.

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

“STREAM 2” has the meaning set out in Section 3.3(f)(ii) of Exhibit 1 to this Statement of Work.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material including single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public space. The ValType shall be recorded on weigh scale tickets at an RF.

ARTICLE 2

SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including picking up, Collection Vehicle compacting to a maximum compaction rate agreed to by the Parties, hauling of material to a RF and unloading by material stream for Blue Box Material from Eligible Sources, including single-family residences, multi-family residences and facilities, including long-term care homes, retirement homes and schools, to each Eligible Source in a manner that meets or exceeds the standard, level, scope and quality of collection services the Eligible Source (or, for a New Eligible Source, a similar Eligible Source) received immediately prior to the Transition Date and complies with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 22, 23 and 27.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material from the point of collection through to delivery to an RF.
- (d) 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 Set-Out Location

- (a) The Contractor shall provide curbside Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage at curbside in an Eligible Community listed in Exhibit 7. Where the location of the curbside containers is not obvious, as may be the case with multi-family buildings, the Contractor shall be responsible for arranging with each Eligible Source to determine the collection point for Blue Box Material at the property.
- (b) The Contractor shall provide containerized Collection Services for Blue Box Material from all Eligible Sources that are Residences and Facilities that set out garbage in containers such as carts or front-end bins in an Eligible Community listed in Exhibit 7. The set-out locations will vary by Eligible Source. The Contractor shall work with the specific addresses to determine the optimal set-out location of the recycling containers, which best meets the needs of the Eligible Source and the Contractor.

3.2 Addition or Removal of Eligible Sources

CMO and the Contractor may add New Eligible Sources or remove existing Eligible Sources, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.8 of the MSA.

3.3 Blue Box Material to be Collected

- (a) The Contractor will collect the Blue Box Material listed in Exhibit 6 from Eligible Sources that is placed in containers (including both Contractor-provided and Customer-owned containers).
- (b) The Contractor will not scavenge, or permit its employees or Subcontractors to scavenge, any Blue Box Material that 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-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (d) If the average amount of Non-Blue Box Material collected from Eligible Sources in an Eligible Community (including Residences and Facilities) in any rolling six (6) month period exceeds four percent (4%) the Contractor will, within ninety (90) calendar days, prepare and submit to CMO a plan that includes identification of sources of Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide quarterly reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO.
- (e) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging containing Hazardous Waste.
- (f) Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 7 in two streams as follows (as such terms are generally described in Exhibit 6):

- (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper – non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
- (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
 - gable top containers
 - aseptic containers

3.4 Blue Box Material from Non-Eligible Sources

Other than for Non-Eligible Sources that are included in the count set out in Exhibit 5, the Contractor shall keep separate, and maintain separation of, Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources. For clarity, the Contractor may only mix the Blue Box Material from Eligible Sources and Blue Box Material from Non-Eligible Sources included in the count set out in Exhibit 5. The Contractor, at its discretion, may remove Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 5. CMO may propose the removal of Non-Eligible Sources from the count of Non-Eligible Sources set out in Exhibit 5 through a Change Order.

3.5 Collection Containers

The Contractor is responsible for replacing a damaged or missing container when requested by an Eligible Source.

3.6 Non-Compliant Material

If Non-Compliant Material was tagged prior to the Statement of Work Eligible Community Service Commencement Date, the Contractor shall, if Blue Box Material is Non-Compliant, place in a prominent location a non-compliance notification tag that identifies the specific problem(s) and reason(s) for non-compliance.

3.7 Unloading Blue Box Material

- (a) The locations of the RF(s) for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to an RF 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 such that a weigh scale ticket with all required data can be generated;
 - (ii) The Collection Vehicle shall go to the designated tipping floor area of the RF. Each of the fibres and containers must be deposited into the appropriate tipping floor area. A Collection Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
 - (iii) Selected Collection Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight (estimated 10% of Collection Vehicles by Eligible Community will be directed to split weigh). 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;
 - (iv) The Collection Vehicle must empty the fibre and container compartments on every trip to the RF. 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 that causes or may cause fibre materials to be commingled with containers or vice versa;
 - (v) If the Collection Vehicle experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate the two streams;
 - (vi) 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; and
 - (vii) In the event an RF is unable to accept Blue Box Material from a Collection Vehicle, the Contractor shall immediately notify CMO and the Collection Vehicle shall proceed to another RF as directed by CMO.
- (d) The Collection Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of Blue Box Material.

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 RF representative such that the following data may be collected for each inbound vehicle:
 - (i) Date and time;
 - (ii) Originating Eligible Community ID number;
 - (iii) Valtype (i.e., the type or the majority fraction of combined loads from single-family residences, multi-family residences, long-term care homes, retirement homes, schools) as applicable to the load;
 - (iv) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a Single Stream material type);
 - (v) Contractor ID number;
 - (vi) Collection Vehicle number;
 - (vii) Scale ticket number;
 - (viii) Gross weight (tonnes);
 - (ix) Tare weight (tonnes, including by split load if applicable); and
 - (x) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs).
- (b) The Contractor shall ensure that detailed records are kept for the Blue Box Material that is collected and delivered to a RF including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered such that a cross-correlation between RF 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 CMO, in a form approved by CMO, 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) The Contractor shall, in addition to the records specified above, maintain, and provide to CMO, in a format acceptable to CMO, a monthly, summary report of Blue Box Material collected (by Eligible Community and by route within each Eligible Community) under this Statement of Work. This shall include Monthly Blue Box Material Collected Report: Collection summary by Valtype, weight of each collection vehicle, material stream (weigh scale receipts must be maintained and made available in a format and manner as requested by CMO).
- (e) The Contractor shall:

- (i) electronically transfer all Collection Data to CMO; and
- (ii) make all Collection Data available for transfer to, and access by, CMO,

via an Application Programming Interface or web-based portal, in a format, and in accordance with other requirements, established by CMO.

ARTICLE 5
DOCUMENTATION AND PAYMENT

5.1 Documentation and Payment

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and shall include the following in respect of the period covered by the applicable monthly work report:
 - (i) total number of Eligible Sources serviced;
 - (ii) total number of Non-Eligible Sources serviced;
 - (iii) number of Eligible Sources added or removed through a Change Order during the calendar month, accompanied by the names and addresses of Facilities impacted; and
 - (iv) Blue Box Material collection summary report that complies with the requirements of Section 4.1(d) of this Exhibit 1.
- (c) If requested by CMO, the Contractor shall provide Collection Vehicle weigh scale records.
- (d) For clarity, the Contractor may only be paid for Work under this Statement of Work every calendar month provided the Contractor has submitted monthly work reports in accordance with Section 5.1(a) of this Exhibit 1 for such calendar month.
- (e) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in the Statement of Work for any changes to the Contractor's responsibilities.

EXHIBIT 2: ELIGIBLE SOURCES

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

***NOTE: In the event of a conflict or inconsistency between the information presented in Exhibit 2, Exhibit 3 and Exhibit 4, the information presented in Exhibit 2 shall be used to resolve the conflict or inconsistency.**

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

EXHIBIT 3: MULTI-FAMILY BUILDINGS

Facility Name	Street Address	Municipality	Postal Code	Number of Units
Kiwanis Non-Profit Homes	229 Fourth Street	Rodney	N0L2C0	24
West Lorne Heritage Homes	154 Munroe Street	West Lorne	N0L2P0	16
West Lorne Apartments (Machado)	111 Graham Street	West Lorne	N0L2P0	18
City of St Thomas Affordable Housing	144 Main Street	West Lorne	N0L2P0	25
Machado Apartment	172 Graham Street	West Lorne	N0L2P0	12
Jane Street Apartments	221 Jane Street	Rodney	N0L2C0	12
City of St Thomas Affordable Housing	253 Ridout Street	Rodney	N0L2C0	10

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

EXHIBIT 4: RETIREMENT HOMES, LONG-TERM CARE HOMES AND SCHOOLS

Facility Name	Street Address	Municipality	Postal Code	# of Units	# of Students
Beattie Manor LTC	23328 Beattie Line	Wardsville	N0L2N0	35 Beds	
St. Marys Catholic	128 William Street	West Lorne	N0L2P0		180
Aldborough Public	11443 Furnival Road	Rodney	N0L2C0		200
West Elgin Secondary	139 Graham Road	West Lorne	N0L2P0		400

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

EXHIBIT 5: NON-ELIGIBLE SOURCES

Name	Location	Address	City	Postal Code
Current IC&I (as per Data Call) = 1.7%; list to be provided				

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

EXHIBIT 6: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint	Yes	
	Magazines and Catalogues	Yes	
	Telephone Books	Yes	
	Household Fine Paper	Yes	
	Other Printed Paper	Yes	
	Corrugated Cardboard	Yes	
	Boxboard	Yes	
	Gable Top Cartons	Yes	
	Paper Laminates	Yes	
	Aseptic Containers	Yes	
Aluminum	Aluminum food or beverage cans		Yes
	Aluminum Foil & Trays		Yes
	Other Aluminum Packaging & Foil		Yes
Plastics	PET Bottles (#1)		Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		Yes
	HDPE Containers (#2)		Yes
	Tubs & Lids (#2, #4 & #5)		Yes
	Other Bottles & Containers (#3, #5, #7)		Yes
	Plastic film (LDPE/HDPE) (#2, #4)		Yes
	Plastic Laminates		Yes
	Polystyrene Foam (#6)		
	Polystyrene Crystal (#6)		Yes
Steel	Steel Food and Beverage Cans		Yes
	Steel Aerosols		Yes
	Steel Paint Cans		Yes
Glass	Flint/Clear Glass		Yes
	Coloured Glass		Yes

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

EXHIBIT 7: 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. Residence and Facility Collection Services will begin on date A in Eligible Community B).

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

EXHIBIT 8: COMPENSATION

1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:

- (a) the Unit Price multiplied by the total number of Eligible Sources in Exhibit 2 at the start of the applicable calendar month (provided that the Unit Price shall be prorated for Eligible Sources that did not receive Collection Services for the entire calendar month). For clarity, the number of Eligible Sources listed in Exhibit 2 shall be used in the calculation of the Contract Price even if the number of Eligible Sources listed in Exhibit 2 is not the actual number of Eligible Sources at the start of the applicable calendar month; plus
- (b) for each New Eligible Source added during the applicable calendar month, the Unit Price prorated based on the number of Business Days during the calendar month after the effective date of the Change Order that added the New Eligible Source; less
- (c) a charge for the Blue Box Material from Non-Eligible Sources, based on (1) the total tonnes of Blue Box Material collected in the applicable calendar month, according to records provided pursuant to Section 5.1(b) of Exhibit 1, divided by (2) the total number of Eligible Sources listed in Exhibit 2 plus the total number of Non-Eligible Sources listed in Exhibit 5 (both based on counts set out in the applicable exhibit at the start of the applicable calendar month), multiplied by (3) the total number of Non-Eligible Sources included in the count set out in Exhibit 5 at the start of the applicable calendar month plus any other Non-Eligible Sources that contributed to the total tonnes of Blue Box Material collected in the applicable calendar month, multiplied by (4) the Non-Eligible Source Blue Box Material Tonne Price.

For the purposes of this Statement of Work, “Unit Price” means \$2.72 and “Non-Eligible Source Blue Box Material Tonne Price” means \$200.

1.2 Fuel Price Adjustment

- (a) Diesel Fuel
 - (i) If the Contractor utilizes diesel fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which diesel fueled Collection Vehicles are used for the performance of Collection Services, then:
 - A. the Unit Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior calendar month multiplied by (2) the percent change in the Southern Ontario Diesel Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Diesel Fuel Index”) over the prior calendar month (“Percent Change for Diesel”) multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The diesel fuel price adjustment amount will be added to or subtracted from the Unit Price; and
 - B. the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment

shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month multiplied by (2) the Percent Change for Diesel multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The diesel fuel price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.

(ii) An example of the payment adjustment calculation is shown below:

- A. Diesel Fuel Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used for Collection Vehicles in the applicable calendar month.
- B. Diesel Fuel Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is diesel, relative to all fuels used for Collection Vehicles in the applicable calendar month.

(b) Natural Gas

(i) If the Contractor utilizes compressed natural gas fueled Collection Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which natural gas fueled Collection Vehicles are used for the performance of Collection Services, then:

- A. the Unit Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Unit Price for the prior calendar month multiplied by (2) the percent change in the Ontario Compressed Natural Gas Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Natural Gas Index”) over the prior calendar month (“Percent Change for Natural Gas”) multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month. The natural gas price adjustment amount will be added to or subtracted from the Unit Price; and
- B. the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month multiplied by (2) the Percent Change for Natural Gas multiplied by (3) the percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used (i.e., diesel and compressed natural gas) for Collection Vehicles in the applicable calendar month.. The natural gas price adjustment amount will be

added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.

(ii) An example of the payment adjustment calculation is shown below:

- A. Natural Gas Price Adjustment = Unit Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.
- B. Natural Gas Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x percentage of fuel (measured by volume) used in the Eligible Communities for the calendar month for the Collection Vehicles that is compressed natural gas, relative to all fuels used for Collection Vehicles in the applicable calendar month.

1.3 Consumer Price Index Price Adjustment

- (a) For the first calendar month immediately following the first annual anniversary of the Statement of Work Effective Date and for each subsequent annual anniversary:
- (i) the Unit Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Unit Price for the prior calendar month ("Prior Calendar Month"), multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Unit Price; and
 - (ii) the Non-Eligible Source Blue Box Material Tonne Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Non-Eligible Source Blue Box Material Tonne Price for the Prior Calendar Month, multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Tonne Price.
- (b) An example is shown below:
- (i) Consumer Price Index Price Adjustment = Unit Price for the Prior Calendar Month x 0.80 x (CPI Change)
 - (ii) Consumer Price Index Price Adjustment = Non-Eligible Source Blue Box Material Tonne Price for the Prior Calendar Month x 0.80 x (CPI Change)
- (c) For the purposes of this Section 1.3, CPI Change means (1) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending with the Prior Calendar Month (the "Current Period") divided by (2) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending immediately prior to the start of the Current Period.
- (d) For the purposes of this Section 1.3, CPI Table means the Consumer Price Index, monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>). The CPI Table shall be

subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.

ATTACHMENT 02 TO SCHEDULE A
STATEMENT OF WORK FOR
ELIGIBLE COMMUNITY DEPOT COLLECTION
for
MASTER SERVICES AGREEMENT
Number 2022-00-11

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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: **02**

This statement of work (“Statement of Work”) is given pursuant to the Master Services Agreement (“MSA”), made as of _____ BETWEEN Municipality of West Elgin (“Contractor”) and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario (“CMO”, and with the Contractor, each a “Party” and collectively the “Parties”), with an effective date of _____ (“Statement of Work Effective Date”).

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

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Statement of Work for all Depots listed in Exhibit 2 and Exhibit 3.
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 5 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor may, by Change Order, 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 6, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - (i) Exhibit 1 – Scope of Work and Other Provisions;
 - (ii) Exhibit 2 – Staffed Depots in Eligible Communities;
 - (iii) Exhibit 3 – Unstaffed Depots in Eligible Communities;
 - (iv) Exhibit 4 – Blue Box Material Accepted in Collection System;
 - (v) Exhibit 5 – Service Commencement Dates; and
 - (vi) Exhibit 6 – 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.

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“COLLECTION” means the receipt of Blue Box Material from an Eligible Source and delivery of the collected Blue Box Material to an RF.

“COLLECTION SERVICES” means the portion of the Work required by this Statement of Work.

“DEPOT” means a Staffed Depot or an Unstaffed Depot or a New Depot.

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

“HAZARDOUS WASTE” means: (i) a hazardous and special product or HSP as defined by Ontario Regulation 449/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016; or (ii) a hazardous waste as defined in Revised Regulations of Ontario 1990, Regulation 347 under the (Ontario) Environmental Protection Act.

“NEW DEPOT” means a new depot as agreed to by the Parties for the purposes of this MSA.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 5 that is not an Eligible Source.

“NON-ELIGIBLE SOURCE BLUE BOX MATERIAL PRICE” has the meaning set out in Exhibit 6.

“NON-ELIGIBLE SOURCE DEDUCTION” has the meaning set out in Section 3.3(a) of Exhibit 1.

“RECEIVING FACILITY” or “RF” means any facility designated by CMO as the point where the Contractor is to unload Blue Box Material, including any alternate facilities identified by CMO for use when an RF is unable to accept Blue Box Material.

“RESIDENTIAL DEPOT COLLECTION COSTS” has the meaning set out in Exhibit 6.

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

“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.

“STAFFED DEPOT” means a facility listed in Exhibit 2.

“STREAM 1” has the meaning set out in Section 3.2(e)(i) of Exhibit 1 to this Statement of Work.

“STREAM 2” has the meaning set out in Section 3.2(e)(ii) of Exhibit 1 to this Statement of Work.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“UNSTAFFED DEPOT” means a facility listed in Exhibit 3.

“VALUATION TYPE” or “VALTYPE” means the source of Blue Box Material, including single-family residences, multi-family residences, long-term care homes, retirement homes, schools, depots and public spaces. The ValType shall be recorded on weigh scale tickets at an RF.

ARTICLE 2
SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including receiving Blue Box Material from Eligible Sources, quality control of received Blue Box Material, storage of Blue Box Material, sorting as required, hauling of material to an RF and unloading by material stream for Blue Box Material, for each Depot in a manner that meets or exceeds the standards, level, scope and quality of collection services the Depot (or, for a New Depot, a similar Depot) received immediately prior to the Transition Date and complies with the terms of the MSA.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 24 and 25.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material from a Depot through to delivery to an RF.
- (d) Ownership of the Blue Box Material accepted at a Depot by the Contractor shall not transfer to the Contractor.
- (e) 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 Addition or Removal of Depots

CMO and the Contractor may add New Depots or remove existing Depots, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.8 of the MSA.

3.2 Blue Box Material to be Collected

- (a) The Contractor will collect Blue Box Material listed in Exhibit 4 and delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material delivered to the RF in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and submit to CMO a plan that includes identification of sources of Non-Blue Box Material and strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. The Contractor will implement the plan and provide quarterly reporting to CMO detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to establish additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor may not collect, and collected Blue Box Material may not contain, any packaging containing Hazardous Waste.
- (e) Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 5 in a minimum of two streams as follows (as such terms are generally described in Exhibit 4):
 - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
 - paper laminates
 - kraft paper carry-out bags
 - kraft paper - non-laminated
 - corrugated cardboard
 - boxboard and other paper packaging
 - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
 - gable top containers
 - aseptic containers

3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b), the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be twenty-five percent (25%) and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.

- (b) If:
- (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than twenty-five percent (25%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
 - (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

and, in either case, such adjusted amount shall be used in the calculation of the Contract Price for subsequent calendar months, pursuant to Exhibit 6.

3.4 Unloading Blue Box Material

- (a) The locations of the RFs for each Eligible Community will be provided by CMO no later than ninety (90) calendar days prior to the Statement of Work Eligible Community Service Commencement Date for the Eligible Community.
- (b) Contractor will deliver all collected Blue Box Material to the RF identified by CMO. The Contractor will not release Blue Box Material to anyone other than the RF or dispose of any collected Blue Box Material without prior written authorization from CMO.
- (c) Delivery to an RF shall adhere to the following steps:
 - (i) The inbound Hauling Vehicle shall pass over the weigh scale without exception. The operator of the Hauling Vehicle must provide information such that a weigh scale ticket with all required data can be generated;
 - (ii) The Hauling Vehicle shall go to the designated tipping floor area of the RF. Stream 1 and Stream 2, or each type of further segregated subcategories of Stream 1 and Stream 2, must be deposited into the appropriate tipping floor area. A Hauling Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted;
 - (iii) Selected Hauling Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight (estimated 10% of Hauling Vehicles by Eligible Community will be directed to split weigh). After split weighing, a Hauling Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Hauling Vehicle. The Hauling Vehicle will then return to the weigh scale to obtain a tare weight;
 - (iv) The Hauling Vehicle must empty the fibre and container compartments on every trip to the RF. The Hauling Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. The Hauling Vehicle operator shall not clean out the Hauling Vehicle in a manner that causes or may cause fibre materials to be commingled with containers or vice versa;

- (v) If the Hauling Vehicle experiences a bulkhead failure, the Hauling Vehicle operator shall work with the tipping floor supervisor to separate the two streams;
 - (vi) If the Hauling Vehicle is delivering segregated subcategories of Stream 1 and Stream 2, the Hauling Vehicle operator must take instruction from the tipping floor supervisor regarding unloading and weighing of the subcategories of Stream 1 and Stream 2.
 - (vii) Every Hauling 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; and
 - (viii) In the event an RF is unable to accept Blue Box Material from a Hauling Vehicle, the Contractor shall immediately notify CMO and the Hauling Vehicle shall proceed to another RF as directed by CMO.
- (d) The Hauling Vehicle operators shall comply with all operational protocol and procedures of an RF during unloading of Blue Box Material.

3.5 Insurance

Without limiting the generality of Section 8.6 of the MSA, the Contractor shall obtain and maintain the “all risk” property insurance referred to in Section 8.6(a)(iv) for all Depots.

ARTICLE 4
RECORD KEEPING AND REPORTING REQUIREMENTS

4.1 Record Keeping and Reporting Requirements

- (a) The Contractor shall provide an inventory of equipment for each Depot.
- (b) The Hauling Vehicle operator will provide the necessary information to the RF representative such that the following data may be collected for each inbound vehicle:
 - (i) Date and time;
 - (ii) Originating Eligible Community ID number;
 - (iii) Valtype (i.e., Depot) as applicable to the load;
 - (iv) Blue Box Material onboard (e.g. Stream 1, Stream 2, or a Single Stream material type);
 - (v) Contractor ID number;
 - (vi) Hauling Vehicle number;
 - (vii) Scale ticket number;
 - (viii) Gross weight (tonnes);
 - (ix) Tare weight (tonnes, including by split load if applicable); and
 - (x) Net weight (tonnes; tonnes by compartment – Stream 1, Stream 2, where split-weighting occurs).
- (c) The Contractor shall ensure that detailed records are kept for the Blue Box Material that is collected and delivered to a RF including a record of the number of Hauling Vehicles emptied per day, the weight in metric tonnes of each load, and where the load was delivered such that a cross-correlation between RF records and Contractor records can be made.
- (d) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CMO, in a form approved by CMO, outlining kilometres driven and fuel consumed by Hauling Vehicles in the delivery of the Work under this Statement of Work. The report will be organized to display information by Hauling Vehicle category and where Hauling Vehicles are used for a specific Valtype the information for Hauling Vehicles will be listed separately.
- (e) The Contractor shall, in addition to the records specified above, maintain, and provide to CMO, in a format acceptable to CMO, a monthly, summary report of Blue Box Material collected (by Depot) under this Statement of Work. This shall include:
 - (i) Monthly Blue Box Material Collected Report: Collection summary showing tonnes of Blue Box Material Collected by Valtype, weight of each Hauling Vehicle, material stream (weigh scale receipts must be maintained and made available in a format and manner as requested by CMO); and
 - (ii) Changes to the inventory of equipment for each Depot.

(f) The Contractor shall:

(i) electronically transfer all Collection Data to CMO; and

(ii) make all Collection Data available for transfer to, and access by, CMO,

via an Application Programming Interface or web-based portal, in a format, and in accordance with other requirements, established by CMO.

ARTICLE 5
DOCUMENTATION AND PAYMENT

5.1 Documentation and Payment

- (a) Starting in the first calendar month after the Statement of Work Eligible Community Service Commencement Date for an Eligible Community, the Contractor shall submit to CMO a monthly work report for the Work performed in the prior calendar month for such Eligible Community. The monthly work report must be submitted within the first fourteen (14) calendar days after the start of the calendar month.
- (b) Each monthly work report submitted by the Contractor shall be in a form acceptable to CMO and shall include the following in respect of the period covered by the applicable monthly work report:
 - (i) full day equivalent for each Staffed Depot in Exhibit 2; and
 - (ii) Blue Box Material collection summary report that complies with the requirements of Section 4.1(e) of this Exhibit 1.
- (c) If requested by CMO, the Contractor shall provide Hauling Vehicle weigh scale records.
- (d) For clarity, the Contractor may only be paid for Work under this Statement of Work every calendar month provided the Contractor has submitted monthly work reports in accordance with Section 5.1(a) of this Exhibit 1 for such calendar month.
- (e) 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: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Depot Name	Depot Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation Per Day
West Elgin Landfill	20385 Downie Line	Rodney	N0L2C0	12	7

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

EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Depot Name	Depot Address	City	Postal Code
None			

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

EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint	Yes	
	Magazines and Catalogues	Yes	
	Telephone Books	Yes	
	Household Fine Paper	Yes	
	Other Printed Paper	Yes	
	Corrugated Cardboard	Yes	
	Boxboard	Yes	
	Gable Top Cartons	Yes	
	Paper Laminates	Yes	
	Aseptic Containers	Yes	
Aluminum	Aluminum food or beverage cans		Yes
	Aluminum Foil & Trays		Yes
	Other Aluminum Packaging & Foil		Yes
Plastics	PET Bottles (#1)		Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		Yes
	HDPE Containers (#2)		Yes
	Tubs & Lids (#2, #4 & #5)		Yes
	Other Bottles & Containers (#3, #5, #7)		Yes
	Plastic film (LDPE/HDPE) (#2, #4)		Yes
	Plastic Laminates		Yes
	Polystyrene Foam (#6)		
	Polystyrene Crystal (#6)		Yes
Steel	Steel Food and Beverage Cans		Yes
	Steel Aerosols		Yes
	Steel Paint Cans		Yes
Glass	Flint/Clear Glass		Yes
	Coloured Glass		Yes

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

EXHIBIT 5: 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. Collection Services will begin on date A in Eligible Community B).

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

EXHIBIT 6: COMPENSATION

1.1 For each calendar month during the SoW Term, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA shall be calculated as:

- (a) Residential Depot Collection Costs; less
- (b) the Non-Eligible Source Deduction multiplied by the kilograms of Blue Box Material delivered to all RFs during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Price.

For the purposes of this Statement of Work, “Residential Depot Collection Costs” means \$2,685 and “Non-Eligible Source Blue Box Material Tonne Price” means \$200.

1.2 Fuel Price Adjustment

- (a) Diesel Fuel
 - (i) If the Contractor utilizes diesel fueled Hauling Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which diesel fueled Hauling Vehicles are used for the performance of Collection Services, the Non-Eligible Source Blue Box Material Price shall be adjusted to account for changes in the cost of diesel fuel. The diesel fuel price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Price for the prior calendar month multiplied by (2) the percent change in the Southern Ontario Diesel Price published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“Diesel Fuel Index”) over the prior calendar month (“Percent Change for Diesel”) multiplied by (3) the prorata amount of diesel fuel (measured by litre) used in the Eligible Communities for the calendar month for the Hauling Vehicles. The diesel fuel price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Price.
 - (ii) An example of the payment adjustment calculation is shown below:

Diesel Fuel Price Adjustment = Non-Eligible Source Blue Box Material Price for the prior calendar month x 0.20 x (Percent Change for Diesel) x prorata amount of diesel fuel (measured in litres) used in the Eligible Communities for the calendar month for the Hauling Vehicles

- (b) Natural Gas
 - (i) If the Contractor utilizes compressed natural gas fueled Hauling Vehicles for the performance of Collection Services, for the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent calendar month in which natural gas fueled Hauling Vehicles are used for the performance of Collection Services, the Non-Eligible Source Blue Box Material Price shall be adjusted to account for changes in the cost of natural gas. The natural gas price adjustment shall be (1) twenty percent (20%) of the Non-Eligible Source Blue Box Material Price for the prior calendar month multiplied by (2) the percent change in the Ontario Compressed Natural Gas Price published in the table of Fuel Prices located at

<https://data.ontario.ca/dataset/fuels-price-survey-information> (“ Natural Gas Index”) over the prior calendar month (“Percent Change for Natural Gas”) multiplied by (3) the prorata amount of natural gas (measured in litres) used in the Eligible Communities for the calendar month for the Hauling Vehicles. The natural gas price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Price.

- (ii) An example of the payment adjustment calculation is shown below:

Natural Gas Price Adjustment = Non-Eligible Source Blue Box Material Price for the prior calendar month x 0.20 x (Percent Change for Natural Gas) x prorata amount of natural gas (measured in litres) used in the Eligible Communities for the calendar month for the Hauling Vehicles

1.3 Consumer Price Index Price Adjustment

- (a) For the first calendar month immediately following the first anniversary of the Statement of Work Effective Date and for each subsequent annual anniversary:
- (i) the Residential Depot Collection Costs shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Residential Depot Collection Costs for the prior calendar month (“Prior Calendar Month”), multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Residential Depot Collection Costs; and
 - (ii) the Non-Eligible Source Blue Box Material Price shall be adjusted to account for changes in the Consumer Price Index and the adjustment shall be equal to eighty percent (80%) of the Non-Eligible Source Blue Box Material Price for the Prior Calendar Month, multiplied by the CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Non-Eligible Source Blue Box Material Price.
- (b) Examples for the Residential Depot Collection Costs and Non-Eligible Source Blue Box Material Price are shown below:
- (i) Consumer Price Index Price Adjustment = Residential Depot Collection Costs for the Prior Calendar Month x 0.80 x (CPI Change)
 - (ii) Consumer Price Index Price Adjustment = Non-Eligible Source Blue Box Material Price for the Prior Calendar Month x 0.80 x (CPI Change)
- (c) For the purposes of this Section 1.3, CPI Change means (1) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending with the Prior Calendar Month (the “Current Period”) divided by (2) the average of the values for the CPI Table for each of the twelve (12) consecutive calendar months ending immediately prior to the start of the Current Period.
- (d) For the purposes of this Section 1.3, CPI Table means the Consumer Price Index, monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>). The CPI Table shall be subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.

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

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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 03

This statement of work ("Statement of Work") is given pursuant to the Master Services Agreement ("MSA"), made as of _____ BETWEEN Municipality of West Elgin ("Contractor") and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON M4V 1K6, operating as Circular Materials Ontario ("CMO", and with the Contractor, each a "Party" and collectively the "Parties"), with an effective date of _____ ("Statement of Work Effective Date").

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

1. Beginning on the applicable Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4, the Contractor shall perform the Work required by this Statement of Work for all Eligible Sources located within the applicable Eligible Community listed in Exhibit 4. For clarity, the Contractor shall perform the Work required by this Statement of Work for an Eligible Source located within an Eligible Community listed in Exhibit 4 on the applicable Statement of Work Eligible Community Service Commencement Date even if such Eligible Source is not included in the number of Eligible Sources listed in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The time period during which the Work required by this Statement of Work is to be performed is from the earliest Statement of Work Eligible Community Service Commencement Date listed in Exhibit 4 until December 31, 2025. Pursuant to Section 2.1(b) of the MSA, CMO and the Contractor, by Change Order, may extend this Statement of Work for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "SoW Term".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.5 of the MSA, CMO shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Statement of Work as a result of such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. This Statement of Work forms part of, and is subject to and governed by, the MSA.
8. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Eligible Sources;
 - ii. Exhibit 3 – Blue Box Material Accepted in Collection System;
 - iv. Exhibit 4 – Service Commencement Dates; and

v. Exhibit 5 – Compensation.

[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.

MUNICIPALITY OF WEST ELGIN

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS ONTARIO

By: _____
Name:
Title:

I have authority to bind CMO

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

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

“FACILITY” has the meaning set out in the Regulation

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

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

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

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

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

ARTICLE 2
SCOPE OF PROMOTION AND EDUCATION SERVICES

2.1 Scope of Promotion and Education Services

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

ARTICLE 3 SERVICE PROVISION

3.1 Service Provision

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

ARTICLE 4
DOCUMENTATION AND PAYMENT

4.1 Documentation and Payment

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

EXHIBIT 2: ELIGIBLE SOURCES

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

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

EXHIBIT 3: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint	Yes	
	Magazines and Catalogues	Yes	
	Telephone Books	Yes	
	Household Fine Paper	Yes	
	Other Printed Paper	Yes	
	Corrugated Cardboard	Yes	
	Boxboard	Yes	
	Gable Top Cartons	Yes	
	Paper Laminates	Yes	
	Aseptic Containers	Yes	
Aluminum	Aluminum food or beverage cans		Yes
	Aluminum Foil & Trays		Yes
	Other Aluminum Packaging & Foil		Yes
Plastics	PET Bottles (#1)		Yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		Yes
	HDPE Containers (#2)		Yes
	Tubs & Lids (#2, #4 & #5)		Yes
	Other Bottles & Containers (#3, #5, #7)		Yes
	Plastic film (LDPE/HDPE) (#2, #4)		Yes
	Plastic Laminates		Yes
	Polystyrene Foam (#6)		
	Polystyrene Crystal (#6)		Yes
Steel	Steel Food and Beverage Cans		Yes
	Steel Aerosols		Yes
	Steel Paint Cans		Yes
Glass	Flint/Clear Glass		Yes
	Coloured Glass		Yes

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

EXHIBIT 4: SERVICE COMMENCEMENT DATES

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

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

EXHIBIT 5: COMPENSATION

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



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2023-19

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on February 23, 2023.

Whereas Section 5(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be exercised by council; and

Whereas Section 5(3) of the Municipal Act, the powers of Council shall be exercised by by-law; and

Whereas it is deemed expedient that proceedings of Council of the Corporation of the Municipality of West Elgin as herein set forth be confirmed and adopted by by-law;

Now therefore the Council of the Municipality of West Elgin enacts as follows:

1. That the actions of the meeting of Council held on February 23, 2023, in respect of each recommendation, motion and resolution and other action taken by the Council at this meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. The Mayor and proper officials of the Corporation of the Municipality of West Elgin are hereby authorized and directed to do all things necessary to give effect to the action of the Council referred to in the preceding section hereof.
3. The Mayor and Deputy Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix the Seal of the Corporation of the Municipality of West Elgin.

Read a first, second, and third time and finally passed this 23rd day of February, 2023.

Richard Leatham
Deputy Mayor

Jana Nethercott
Clerk