

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
MSA	1.1	Definitions	Applicable law	cart location, set out time, cart replacement criteria, cart style are there things that we can still have this in bylaws? Can our bylaw have anything about recycling/fill the gaps?		No	CM will be responsible for cart location, set out time, cart replacement criteria, cart style. Any reference in a municipal bylaw must align with the CM position.
MSA	1.1	Definitions	Applicable Law Federal and foreign law	No clue what foreign laws we shall comply with, Our program is being offered in the Province of Alberta		No	Standard language used across jurisdictions in Canada.
MSA	1.1	Definitions	Applicable Law Federal and foreign law	No clue what foreign laws we shall comply with, Our program is being offered in the Province of Alberta	Language should reflect implementation dates of legislative changes and not just announcements of new or changed	No	Standard language used across jurisdictions in Canada.
MSA	1.1	Definitions	Business Day	This will need to align with Municipal holidays as well as adjust for collection days which occur on holidays as well.		No	Definition of Business Day does not mean collection can't occur on a Statutory Holiday.
MSA	1.1	Definitions	Collection Data	Collection Data is used to determine what information forms part of the Documentation, which the Master Service Agreement deems as CM's property. Current definition is too broad and should be limited to the data and information expressly required to be delivered by the Contractor to CM pursuant to MSA.	Some additional clarity	No	Scope is appropriate as data is associated with the Work. (MSA is broad; SoW specific)
MSA	1.1	Definitions	Contamination	There is a definition of contamination missing, unless the contamination rate will be considered the out of scope material. It should be specified		No	Out-of-scope Material is defined in the Curb SoW. The word 'contamination' is not used in the MSA or Curb SoW with respect to non-PPP material.
MSA	1.1	Definitions	Contractor Default	disposal of material at alternative location other than approved- What if it is contaminated material- is that up to the receiving facility to dispose? If it is contaminated material collected at curbside and disposed of on the third party receiving floor who is held responsible?	I do not understand this clause	No	Collection contractors may not dispose of collected PPP. The process for a contractor that is operating a receiving facility to dispose of collected PPP will be addressed in the contractor SoW for the receiving facility.
MSA	1.1	Definitions	Contractor Default	There should be a similar definition for CM Default in the MSA		No	CM is not delivering services.
MSA	1.1	Definitions	Hauling Services	Circular definition is not definitive, doesn't add meaning		No	The purpose is to create a defined term for use in the MSA/SoW.
MSA	1.1	Definitions	Material Contractor Default	Subsection (c) provides that a Material Contractor Default includes failing to comply with the MSA. Failing to adhere to the MSA should be considered a Contractor Default, which includes a cure period.	Indemnities should be equal	No	Clarification to be provided via a Q&A on what collector responsibility is versus contractor default
MSA	1.1	Definitions	Material Contractor Default (a) "collected as part of this MSA"	Only if CM was invoiced for this same PPP		No	Collection contractors may not dispose of collected PPP. The process for a contractor that is operating a receiving facility to dispose of collected PPP will be addressed in the contractor SoW for the receiving facility.
MSA	1.1	Definitions	Material Contractor Default (b)	This is not an objective statement - this needs to be determined by a third party in dispute resolution.		No	The dispute resolution process is available to the contractor.
MSA	1.1	Definitions	Material Contractor Default (c)	Again, this is subjective - needs to be determined by a third party.		No	The dispute resolution process is available to the contractor.
MSA	1.1	Definitions	Pandemic conditions	A separate definition is no longer required here, we always have pandemics. The portion about orders etc from health authority can be included in Force Majeure.		No	Waste and PPP collection services continued during COVID 19 and it is expected that collection services will continue during any future pandemic.
MSA	1.1	Definitions	Pandemic Conditions	Concern is that this definition would also capture a new pandemic that is unrelated to COVID-19. If a new pandemic arises, this should not be excluded from an event of Force Majeure.	more clarity	No	Waste and PPP collection services continued during COVID 19 and it is expected that collection services will continue during any future pandemic.
MSA	1.1	Definitions	Registered Community	This is the same as the Municipality and best to recognize this association.		No	Only municipalities that have registered with ARMA are eligible for service.
MSA	1.1	Definitions	Unusually severe adverse weather conditions	wind event? these are typical here but do cause some issues? defined list or work with us specifically? – 100 km/h winds happen and have an adverse effect on collections		No	It is reasonable that if such high winds occur and thus be unsafe to collect, there would be delays associated. It may be unreasonable for CM to require the Contractor to perform services in the event of dangerous/unsafe performance due to weather. CM will work with contractors as events occur.
MSA	1.1	Definitions	Unusually Severe Adverse Weather Conditions	Force Majeure should be granted where a weather event precludes the safe performance of the Work regardless of whether it has occurred in the past twenty years.	more clarity or cause for termination	No	It is reasonable that if such high winds occur and thus be unsafe to collect, there would be delays associated. It may be unreasonable for CM to require the Contractor to perform services in the event of dangerous/unsafe performance due to weather. CM will work with contractors as events occur.
MSA	2.1	Term	(a) "until all Statements of Work"	This will need more certainty, as SOW's can be added and altered which will impact the term.		No	The phrase "until all SoWs" is included because SoWs can be added.
MSA	2.1	Term	(c)	there should be a reciprocal for the contractor to reserve the right to terminate	I do not understand this clause	No	The Contractor has termination rights under s.7.4(e).
MSA	2.1	Term	(c) "CM reserves the right to terminate this MSA"	CM and the Municipality each - reserve the right		Yes	Change made
MSA	3.1	Service provisions	(c)	Only arbitration? What about termination of contract or is that through arbitration?		No	Only disputes are submitted to arbitration (i.e., disputed terminations).

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MSA	3.1	Service Provision	(d)	Does the Contractor have an opportunity to not want to take on new methods or technologies? What if a new technology or method is requested- the contractor invests and all the sudden legislation changes and CM terminates the contract immediately- who covers those costs as this was based on a CM request?	This may contradict retention schedules	No	The Change Order process requires the Parties to reach agreement.
MSA	3.1	Service Provision	(d) "CM may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CM chooses to proceed with such new methods and technologies CM will issue a Change Order to the Contractor in accordance with Section 8.8"	NO changes are binding on Municipality until it accepts the change - CM cannot dictate terms to the Municipality.		No	The Change Order process requires the Parties to reach agreement. The municipality is providing services to CM and CM can determine those services.
MSA	3.2	Environmental attributes	(a)	what is an example of that? is this in reference to carbon credits?		No	Carbon credits associated with diversion of PPP from landfill.
MSA	3.2	Environmental attributes	(a)	This definition is not clear. It is difficult to determine what rights or property is being transfered or allocated here.		No	The scope of the MSA is for PPP included in the PPP collection system i.e. the Work performed by the contractor. As CM is paying the contractor for the Work, Environmental Attributes associated with collection of PPP under the Work accrue to CM.
MSA	3.3	Labour Disruption	whole section	This section as worded may conflict with municipal responsibilities under the Labour Relations Code or various collective agreements.	Would like an additional clause added to section 3.3: In the event of a conflict or inconsistency between this section 3.3 and the Labour Relations Code (Alberta) or governing collective agreement between the Contractor and union, the Labour Relations Code or the	Yes	Change made to comply with Labour Relations Code (Alberta), which is acceptable. However, CM does not have visibility on Contractor and union collective agreements so should not be bound by such external agreement. If there is a particular concern, Contractor should provide such additional details.
MSA	3.3	Labour Disruption	(a) "Contractor shall"	The Contractor - Municipality is the municipal council			Any labour disruption by the municipality's sub-contractor is the responsibility of the municipality as CM's contractor.
MSA	3.3	Labour Disruption	(a) (i)	Need to determine what is feasible here in the case of a subcontractor labour disruption - would be the municipality's contractor that has a delay.		No	Any labour disruption by the municipality's sub-contractor is the responsibility of the municipality as CM's contractor.
MSA	3.3	Labour Disruption	(a) (ii)	Need to determine what is feasible here in the case of a subcontractor labour disruption - would be the municipality's contractor that has a delay.		No	Any labour disruption by the municipality's sub-contractor is the responsibility of the municipality as CM's contractor.
MSA	3.3	Labour Disruption	(b)	Unfortunately until we have a final contract ready, we will not be able to talk to the Union			The municipality is responsible for its employees and any contracts with those employees.
MSA	3.3	Labour Disruption	(b)	Not acceptable - the Municipality cannot be held liable for third party illegal acts.		No	The municipality is responsible for its employees and it sub-contractors including their illegal acts.
MSA	4.1	Represetations and Warranties	(a)	Municipality not a business		No	Noted however a municipality is incorporated.
MSA	4.1	Represetations and Warranties	(e)	New collection contracts may be entered into in the future - these do not need CA's approval. Municipal prerogative		No	This clause requires the municipality to notify CM in writing of any subcontractors.
MSA	5.1	Record Keeping and Reporting Requirements	(a)	does this include electric EV? or just gas and diesel etc.		No	All sources of power for collection vehicles.
MSA	5.1	Record Keeping and Reporting Requirements	(a) "annual fuel usage reports"	Not something required by regulations, not tied to Unit Price escalation and not something the Municipality may easily track.		No	CM and its producers require information on fuel usage for their reporting obligations. An estimate of fuel usage with assumptions is acceptable.
MSA	5.1	Record Keeping and Reporting Requirements	(b) "any report"	from the Municipality, but not to the Municipality		No	CM does not report to the municipality.
MSA	5.1	Record Keeping	Main Clause	We do not get fuel reports from our contractor currently and can not supply to CM at this time. Records are largely based on Tonnage collected and # of sites serviced.	The reference to section 19 should be deleted.	No	CM and its producers require information on fuel usage for their reporting obligations. An estimate of fuel usage with assumptions is acceptable.
MSA	5.2	Subcontractors	(a)	CM has no control over the Municipality's operations.		No	CM is contracting with the municipalities for services (the Work) and CM has control over these services.
MSA	5.2	Subcontractors	(b)	Subcontractors can redact but contractors are not able to ?		No	The contractor is the party that is redacting its agreement with its subcontractor.

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MSA	5.2	Subcontractors	(c)	If CM is selecting or using a subcontractor then the Municipality is Not responsible for that subcontractor.		No	CM does not select a contractor to be used by a municipality. The reference to "approved by CM" means the contractor notified CM in writing of its subcontractor(s) and CM did not object.
MSA	5.3	Access to the Work	(a) "unreasonable delay"	or additional costs		No	Delays result in additional costs.
MSA	5.3	Access to the Work	(a) "upon at least 48 hours notice"	Need to determine if this is reasonable - business days would be a better measure of time here.		Yes	Change made.
MSA	5.3	Access to the Work	(b) " Is found by CM, acting unreasonably"	This is not a unilateral decision that CM can make.		No	CM as the party procuring the services is the party to determine whether the Work complies with the MSA. The dispute resolution process is available to the contractor.
MSA	5.3	Access to the Work	(c)	provided all information is kept strictly confidential on a need to know basis		No	Internal purposes means CM cannot make information acquired from its access to the Work public.
MSA	5.4	Contingency Plan	(a)	5 days is a little quick, 30 days would be more appropriate		No	30 days is too long to correct a Material Contractor Default.
MSA	5.4	Contingency Plan	(a) "and approval", " earlier of the Contractor becoming aware of"	This can only be on notice from CM. Awareness is then a dispute after the fact.		No	As the clause includes "CM may direct the Contractor", the contingency plan is developed at CM's direction.
MSA	6.2	Documentation and Payment	(b) and (c)	This is not clear at all - this needs to be reworked to clearly convey what the provision means to say.		No	Refer to the SoW for information about the Work Report.
MSA	6.2	Documentation and payment	(b), (c), and (g)	There are concerns an outstanding portion of SOW could hold up payment (looking for a whole or in part aspect) Timelines around payment may impact municipal/contractor cashflows.	"Collection Data" means data and information expressly required to be delivered by the Contractor to CM pursuant to this MSA		The Municipality as the Contractor to CM is responsible for ensuring any sub-contractors are performing the Work as required by CM which includes providing the appropriate data to the Contractor (municipality) for any documentation and payments.
MSA	6.2	Documentation and Payment	(c)	Most payments are 30 days, with the 45 days, can you add in a no later than 60 days so that there are goal posts for both sides?		No	30 days after approved PO. Outlined in the SOW.
MSA	6.2	Documentation and Payment	(e)	NOPE, CM pays the amount invoiced and may dispute a portion of the invoice to the Municipality and will pay the rest immediately. Parties can then sort out the disputed portion and then have that part paid.		No	Payment will be paid by agreed upon monthly stop counts. Communities will not need to invoice CM
MSA	6.2	Documentation and Payment	(f) "Price adjustments.."	Contract Price, Unit Price? - what is meant here?		No	Adjustments to the Unit Price in the Compensation Exhibit of a SoW as a result of a Change Order.
MSA	6.2	Documentation and Payment	(g)	this one is 30 days... should it be 45? have matching payment terms from 6.2(C)		No	Issuing a refund is not related to the Work Report which is the reason for the additional 15 days in the 45 day reference.
MSA	6.3	Taxes	(a) "will be solely the responsibility of the contractor..."	what taxes would these be, when CM is paying the Municipality? Taxes are payable by the party incurring them - taxes for a subcontractor are part of the cost to the Municipality paid by CM.		No	For example, employee remittances.
MSA	6.4	Price Adjustment	(a)	Contract Price? Unit Price, what is intended here?		No	Adjustments to the Unit Price in the Compensation Exhibit of a SoW as a result of a Change Order.
MSA	6.5	Monies due to CM	(a)	What could this possibly be? This would be subject to dispute.		No	A refund of an overpayment. For example, a reduction in the number of households.
MSA	6.7	Interest	(a)	rate pf 1% plus prime- What if the City's is different?		No	This section specifies the rate CM will pay irrespective of the City's financing rate.
MSA	6.7	Interest	(a)	What is the Municipality's standard rate of interest?		No	This section specifies the rate CM will pay irrespective of the City's financing rate.
MSA	6.8	Limited Liability	(a) "Contract price paid..." and " CM's reasonable estimate.."	in the preceding 12 month period from the date of a claim?.... And This cannot be determined solely by CM in a claim/dispute situation. Estimates should be based on projections and stipulated formula agreed to in advance for certainty.		No	The reference to CM's reasonable estimate is intended to result in a full year value during the period before a full year has passed from the effective date.
MSA	6.8	Limited Liability	(b) (i) and (ii)	Reject		No	The contractor is responsible for costs to complete the Work and for indemnification.
MSA	7.1	Time of the Essence	(a) "the Contractor's obligations.."	CM's obligations as well - mutual		No	The contractor is providing the services. CM is not providing the services.
MSA	7.1	Time of the Essence	(a) ", failing which CM reserves the right to terminate this MSA"	the delay is subject to interpretation, cannot be a unilateral determination by CM		No	Timelines for collection services are set out in the SoWs.
MSA	7.2	Responsibilities for Damages/Indemnification	(a) (i) (A)	Nope - result of the gross negligence or willful misconduct of the Contractor		No	Standard CM clause and required for CM insurance coverage purposes in CM insurance policy.
MSA	7.2	Responsibilities for Damages/Indemnification	(a) (ii)	This is duplicative and overlapping with the above.		No	Standard CM clause and required for CM insurance coverage purposes in CM insurance policy.
MSA	7.2	Responsibilities for Damages/Indemnification	(a) (iii)	Nope.			Standard CM clause and required for CM insurance coverage purposes in CM insurance policy.

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MSA	7.2	Responsibilities for Damages/Indemnification	(a) (iv)	Nope.			Standard CM clause and required for CM insurance coverage purposes in CM insurance policy.
MSA	7.2	Responsibilities for Damages/Indemnification	(a) Contractor Indemnity (i) (A)	limited to our actions or negligence on our part (contractor), If CM comes to visit and is in an accident, why would we cover them?	Clarify it is the community contractor not CM	No	Standard CM clause and required for CM insurance coverage purposes in CM insurance policy.
MSA	7.2	Responsibilities for Damages/Indemnification	(b) CM indemnity	This should be fully reciprocal with the Municipality Indemnity		No	Indemnification by each party aligns with the responsibilities of each party. The contractor is delivering services. CM is not.
MSA	7.2	Responsibilities for Damages/Indemnification	(b) CM indemnity (i)	delete grossly, cause you shouldn't be allowed to be negligent		No	This is a Standard CM clause across other jurisdictions in Canada and required to minimize risk.
MSA	7.3	Force Majeure	(c)	Concerns around pandemic not being included as a potential force majeure.	Delete 7.3(e)(i)	No	Waste and PPP collection services continued during COVID 19 and it is expected that collection services will continue during any future pandemic.
MSA	7.3	Force Majeure	(c)	See note above on definition - a Provincial health Order etc. will be Force Majeure regardless of Pandemic or not		No	Waste and PPP collection services continued during COVID 19 and it is expected that collection services will continue during any future pandemic.
MSA	7.3	Force Majeure	(e) (ii) and (iii), (f) and (g)	This needs to be discussed in light of the Municipality being the party - the FM events are different for a Government.		No	This is a Standard CM clause across other jurisdictions in Canada. Unclear why these clauses need to be different for a municipality
MSA	7.3	Force Majeure	(e) and (e) (i)	Nope, all payments due and owing will be paid and CM will not terminate at first instance of FM		No	Producer obligations do not cease as a result of Force Majeure. CM needs the ability to take the steps outlined to ensure producers are in compliance.
MSA	7.4	MSA Termination	(b) (iii)	Cure period is too short for a contact of this complexity and size.		No	The time is 15 Business Days or a time agreed in a contingency plan or a time agreed by the parties.
MSA	7.4	MSA Termination	(b) (iv)	If Contractor does not agree to a CO – CM can terminate is this also reciprocal to the contractor- this may apply with a new method or technology for example		No	If there is not agreement on a Change Order, CM has the right to terminate. It may not use this right but may do so if the Change Order is required to ensure producers are in compliance.
MSA	7.4	MSA Termination	(b) (iv)	Should be sent to dispute resolution process instead of termination. Need to work on this language to make it palatable.		No	The dispute resolution process is available to the contractor.
MSA	7.4	MSA Termination	(b) (iv)	This is entirely unreasonable and allows CM to force accepting a Change Order on a Municipality or face termination.		No	If there is not agreement on a Change Order, CM has the right to terminate. It may not use this right but may do so if the Change Order is required to ensure producers are in compliance.
MSA	7.4	MSA Termination	(b)(i)	CM ability to terminate immediately if legislation changes- there should be time provided like the 18 months for the contractor to walk away.		No	If a change to the legislation were to remove the obligation on producers to provide PPP collection services, producers no longer require the Work to be performed.
MSA	7.4	MSA Termination	(c) - (a) "the PPP;"	collected and paid for as of such date		No	CM will take control of all PPP collected prior to the expiry of the notice period (if any) in the termination. The contractor will be paid for Work performed prior to the expiry of the notice period (if any) in the termination.
MSA	7.4	MSA Termination	(c) - (c) "any loss, damage, and expense incurred by CM by reason of the Contractor's default"	Needs to be determined by a third party - CM can't unilaterally decide this.		No	The dispute resolution process is available to the contractor.
MSA	7.4	MSA Termination	(d)	All works stops on the date of termination then. so (c) (b) above doesn't apply and nothing is to be withheld.		No	Some of the termination rights include notice periods during which the contractor will be delivering the Work.
MSA	7.4	MSA termination	(e) (i)	Legislative change CM can terminate immediately- Contractor and Community is left holding the bag- should there not be a reciprocal timeframe from CM that is requested by the Contractor being eighteen (18) months?		No	If a change to the legislation were to remove the obligation on producers to provide PPP collection services, producers no longer require the Work to be performed.
MSA	7.4	MSA Termination	(e) (i)	90 days instead of 18 months would be more reasonable		No	CM requires sufficient time to procure a replacement contractor which cannot be done in 90 days.
MSA	7.4	MSA Termination	(e) (i)	this is too long a notice period, 180 days would still be long...		No	CM requires sufficient time to procure a replacement contractor which cannot be done in 180 days.
MSA	7.4	MSA Termination	(e) (ii)	Cure periods should be the same between CM and Municipality		No	Cure period reflect the activity to be cured.
MSA	7.4	MSA Termination	(e) (iii)	for breach of ANY provision of the MSA by CM, too long again for cure here, can breach of confidentiality be cured?		No	Cure period reflect the activity to be cured. Aspects of a breach of confidentiality may be cured.
MSA	7.4	MSA Termination	suggested addition	if there is capital investment and the contract is terminated who maintains the equipment, new method or technology?	Clarify it is the community contractor agreement.	No	Clarification to be provided to community during compensation discussion
MSA	7.4	MSA Termination	The contractor may terminate the MSA, any SOW as follows: i) upon 18 months written notice being provided to CM	The duration is unacceptable overall. Timelines overall in this document are short for CM actions and long for "the contractors" actions. Timelines should be reciprocal for both parties.	Delete 7.5(c).	No	CM requires sufficient time to procure a replacement contractor.
MSA	7.5	Remedies	(a)	This type of provision is not applicable in this type of agreement - CM has no remedy except payment.		No	This language is standard in CM's agreements - and certain provisions (confidentiality) has equitable relief provisions.

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MSA	7.5	Remedies	(c)	what is “reasonable allowance” 1%, 20%- should be defined		No	Allowance will be based on the amount of work required to remedy.
MSA	7.5	Remedies	(c)	Nope, CM will not be collecting in the Municipality without Municipality's prior written consent/licence and council approval.		No	Producers do not require municipal consent/licensing to take the steps necessary to meet their obligations under the Provincial PPP Regulation.
MSA	7.6	Disputes	(a) (iii)	Need to decide if arbitration and costs there are better for Municipality over Court.			Not clear if this is a comment or question for CM.
MSA	7.7	Arbitration	Additional section (I)	Additional Section(I)			Not clear if this is a comment or question for CM.
MSA	7.8	Choice of Forum		Calgary?		No	Calgary is the provincial capital and the base for provincial law courts.
MSA	7.8	Choice of Forum		Calgary?		No	Calgary is the provincial capital and the base for provincial law courts.
MSA	7.8	Choice of Forum	Main Clause				Calgary is the provincial capital and the base for provincial law courts.
MSA	7.8	Choice of Forum		Suggest changing from Calgary to Edmonton		No	Calgary is the provincial capital and the base for provincial law courts.
MSA	7.8	Choice of Forum		Can this be Edmonton rather than Calgary?		No	Calgary is the provincial capital and the base for provincial law courts.
MSA	8.11	Intellectual Property	(a)	This clause also needs to exclude from CM property, any route information used by the City's own forces and by its subcontractors.		No	The day on which collection occurs for residential dwellings is to be reported to CM. The sequencing of vehicle movement i.e. routing is not required to be reported by the contractor.
MSA	8.11	Intellectual Property	(a)	Any data that is collected would not be the municipalities, but in master plans and policy we have diversion targets and use data to report out on those, are we no longer allowed to use this data. No longer able to share recycling data with benchmarking.		No	The section includes "as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements". Data resulting from the Work may be made public by the municipality.
MSA	8.11	Intellectual Property	(a)	Nope, this is Municipal information for its residents and subject to FOIP		No	The section includes "as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements". Regulatory requirements include FOIP. Data resulting from the Work may be made public by the municipality.
MSA	8.11	Intellectual Property	(b)	This means that the Municipality can share collection data with residents.		No	The section includes "as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements". Data resulting from the Work may be made public by the municipality.
MSA	8.11	Intellectual Property	(d)	Nope		No	CM is procuring the services and therefore has rights to the Intellectual Property.
MSA	8.11	Intellectual Property	(e)	Nope		No	CM is procuring the services and therefore has rights to the Intellectual Property.
MSA	8.11	Intellectual Property	(f)	Nope		No	CM is procuring the services and therefore has rights to the Intellectual Property.
MSA	8.11	Intellectual Property	(g)		Delete the following from 8.11(g): “To the extent the Contractor owns or possesses any Intellectual Property Rights required for full exploitation of the Work or Documentation, the Contractor hereby grants to CM a worldwide, exclusive, royalty-free, fully paidup, transferable (to successors and assigns, including as a result of the acquisition of all or substantially all of the shares or assets of CM, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CM to fully exploit the Work and Documentation and any component thereof and to enjoy the full exercise of the rights conferred under this Section 8.11, including by, at CM's request, making available or delivering to CM where feasible as determined by the	No	CM is procuring the services and therefore has rights to the Intellectual Property.
MSA	8.11	Intellectual Property		City to retain all IP rights.		No	CM is procuring the services and therefore has rights to the Intellectual Property.
MSA	8.16	Revisions to this MSA		Language change	4.1 Contractor Representations and Warranties		Not clear what 'language change' is requested. Please reach out to us directly to discuss.

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MSA	8.3	Assignment		Should be reciprocal, neither party should be able to assign the work without prior written consent of the other party.	Would like to see a mutual assignment clause. Wording of section 8.3 be revised to: This MSA ensures to the benefit of and is binding upon the Contractor and CM and their successors and permitted assigns. The Parties 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 the non-assigning Party. In terms of assignment, there are situations where Intellectual Property or Environmental Attributes have already been assigned in a separate contract. As a result we would like to the see the	No	This aligns to same clause in similar provincial agreements therefore no deviation permitted.
MSA	8.5	Access to Records	(a)	These are not necessarily all located in one Municipal office and not physical copies. "the records shall include...." Subject to FOIP and Municipal Bylaws and policy and procedure for confidentiality	(a) without limiting the generality of any other provision in this MSA, at all times requested by CM during the Contractor's operating hours and upon at two (2) Business Days' notice, the Contractor shall, at no expense to CM, provide CM and its professional advisors, auditors and consultants, and any Person authorized by CM with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CM's personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CM in providing, such access. The Contractor shall provide access to such Work (including the staff performing the	No	Understood that records may be digital. CM's access to records under the MSA is not a FOIP request.
MSA	8.5	Access to Records	(b)	What does certified mean?		No	Weigh scale records provided by a CM contractor operating a receiving facility.
MSA	8.5	Access to Records	(b)	Please clarify how the weigh scale records will be certified.		No	Weigh scale records provided by a CM contractor operating a receiving facility.
MSA	8.6	Insurance	(iii)	City is self insured for this liability, further, This only applies to a specified property in the policy. Therefore, it would have essentially no use in a collections contract scenario.		No	Subsection (b) references "evidence of self-insurance if applicable".
MSA	8.6	Insurance	(iv)	The City insures its properties, equipment and assets according to the City's risk tolerance, risk retention and risk management appetite. CM has no financial interest in City's assets under this contract.		No	Subsection (b) references "evidence of self-insurance if applicable".
MSA	8.6	Insurance	(a) (iii)	Environmental Impairment Liability- "arising from contamination from 3rd party property damage"- how is contamination defined- is the 4% service provision a defining factor?		No	The use of the word 'contamination' in this section does not mean non-PPP. In this usage, contamination could be from release of fuels or hydraulic oil, for example.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
MSA	8.6	Insurance	entire section	Subject to review/revision and approval by Municipality's Risk Management Group.		No	Municipalities with which CM is currently contracting are able to acquire this insurance.
MSA	8.6	Insurance	(a)	The City does not purchase auto liability insurance but is instead authorized to self insure for auto coverage by the Superintendent of Insurance of AB. We also do not have environmental impairment liability insurance.Language change	Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CM describing the reasons for the disputed amount ("Payment Dispute Notice"). CM shall, within five (5) Business days of receipt of the Payment Dispute Notice, provide a reasonably detailed response to Contractor with respect to the Payment Dispute	No	Subsection (b) references "evidence of self-insurance if applicable".
MSA	8.8	Change management	entire section	Should this be mutually agreed upon		No	Change Orders are to be agreed by the parties.
MSA	8.8	Change Orders/Change Notices	(b),(f)	Some of the change order timelines may be challenging to meet	Depending on the scope of a change order, contractors may struggle to meet Circular Materials timelines. This is especially important as the MSA termination that states the contract can be terminated without notice by Circular Materials if either party fails to agree to a change order. We would like to see disputed change	No	Subsection (b) includes "other timeline agreed to with CM".
MSA	8.8	Change Management	(h)	The City bears the risk of legislative changes. There is no 'express entitlement' of the City to seek further compensation as a result of a change in Applicable Laws that require changes in the Work by the City.		No	Noted.
MSA	8.8	Change management	(a)	entitled to propose does not mean unilaterally change. Nope - CM cannot unilaterally amend.		No	Change Orders are to be agreed by the parties.
MSA	8.8	Change management	(b)	The Municipality is not required to provide a Cost Estimate if it does not agree to the Change.		No	CM represents producers with regulatory obligations. If CM issues a Change Notice, the contractor must provide a Cost Estimate to support discussions between the parties about the Change.
MSA	8.8	Change management	(d)	Nope, Municipality has procurement processes and CM is not in control.		No	CM represents producers with regulatory obligations. If CM issues a Change Notice, the contractor must provide a Cost Estimate to support discussions between the parties about the Change.
MSA	8.8	Change management	(e)	Municipality - CM has no control	bodily injury, sickness, disease, or death or to damage to or destruction of tangible property occurring in or on Residential Premises or any part thereof and as	No	Change Orders are to be agreed by the parties.
MSA	8.8	Change management	(f)	The Municipality is not required to accept a Change Order.		No	Change Orders are to be agreed by the parties.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
MSA	8.8	Change Management	(h) (ii) (D)	Please clarify	(g) In the event that either CM or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this MSA by reason of a Force Majeure Event for more than 30 calendar days, then either Party shall forthwith notify the other in writing and CM shall authorize the Contractor Term Sheet Feedback Form pg. 11 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, then CM may : (i) terminate any affected Statements of Work as soon as reasonably practicable in writing and shall make payment for Work conducted prior to the		The suggested edit does not relate to the cited section. 8.8 (h)(ii)(D) refers to the financial strength of the contractor to perform the change.
MSA	8.9	Conflicts and Omissions	(a)	Municipality to review - may need more specification is SOW to ensure this is acceptable	notwithstanding any other section of this MSA, if there is a Legislative Change, immediately, upon sixty (60) calendar days written notice being provided to the Contractor If CM terminates this MSA or any Statement of Work as noted above under Section 7.3(b), CM is entitled to: a) Take possession immediately of all the PPP on the effective date of termination; (Remove (b)) and c) Recover from the Contractor, any loss, damage, and expense incurred by CM by reason of Contractor Default or Material Contractor Default the Contractor's Default which may be deducted from any monies due, or becoming due, to the Contractor. d)) pay the Contractor only for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.(e) The Contractor may terminate this MSA, or any Statements of Work, as follows: i. without cause at any time, upon twelve (12) months' written notice being provided to CM; ii. for non-payment of undisputed amounts due and payable under this MSA, if CM has failed to cure such non-payment		The suggested edit does not relate to the cited section. 8.9 (a) refers to potential error or omission in the MSA.
MSA	8.9	Conflicts and Omissions	(a)	May vs Must			The suggested edit does not relate to the cited section. 8.9 (a) refers to potential error or omission in the MSA.
MSA	8.11 (d)	Intellectual property	(d)	Personal property rights are not defined.		No	Personal property is not typically a defined term and is standard. It would include the tangible items (i.e., any physical forms, data, documents that were created). It is not a contentious matter.
MSA	8.11 (d)	Intellectual property	(d)	Personal property rights are not defined.	SOW/contract should align to local municipal bylaw.	No	Personal property is not typically a defined term and is standard. It would include the tangible items (i.e., any physical forms, data, documents that were created). It is not a contentious matter.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
MSA	8.11 (e)	Intellectual property	(e)	There are likely documents prepared and owned by the contractor as well. We will want to be clear about what documents are owned by CM but in custody and control of the contractor.	Provide an irrevocable non-exclusive license so municipalities can continue to leverage this data for benchmarking purposes. Revise 8.11(g) as follows: Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CM shall be entitled to fully exploit the Work and Documentation provided that such exploitation is in keeping with the Applicable Law, the Contractor's internal policies, procedures, and	No	Since you have opted in, an Opt In community would receive the data from their contractors.
MSA	8.11 (f)	Intellectual property	(f)	What do you mean by waive moral rights???		No	Moral rights is a standard Intellectual Property term - for independent contractors and others who are not employees, unless there is a written agreement to the contrary, the independent contractors are deemed to own the works they created during their engagement with the company and thus would provide the contractor with the right to integrity of the work and the right to be associated with the work. Waiving moral rights by a contractor will allow CM to own the works entirely.
MSA	8.12 (d)	Confidentiality Covenant	(d)	"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." All? This may not be realistic when working with a public body		No	Community should specify reasons it would be unable to comply with this provision, considering that other public bodies did not comment on this provision.
MSA	8.6 (a) ii	Insurance	(a) ii Automotive liability insurance	Damage to vehicles is covered in the indemnity clauses. This is likely generic coverage but is it relevant		No	Noted. Insurance coverage is required.
MSA	8.6 (c)	Insurance	(c) Commercial general liability endorsements	Have you checked with AB Muni's to see if this is something communities can comply with and at what cost		No	Municipalities with which CM is currently contracting are able to acquire this insurance.
MSA	8.6 (c)	Insurance	(c) Commercial general liability endorsements	Have you checked with AB Muni's to see if this is something communities can comply with and at what cost	Agreement should be subject to Alberta Laws	No	Municipalities with which CM is currently contracting are able to acquire this insurance. Applicable Laws include Alberta laws.
MSA	3.2(a)	Environmental attributes	(a) Transfer and assignment	I am not sure what this is referring to	There needs to be carve outs that allow reporting of our activities required by FOIP and other data suitable to the public such as but not limited to, total contract \$ amounts, Tonnages collected and processed, incidents of interest to the public, number of sites serviced. CM needs to be specific in what data they want us to own		Unclear comment as section reference, clause reference and suggested edits are not aligned. suggest wording in red under column k.
MSA	3.2(a)	Environmental attributes	(a) Transfer and assignment	I am not sure what this is referring to	Our municipality uses blue bags and would like that language		Unclear comment as section reference, clause reference and suggested edits are not aligned. suggest wording in red under column k.
MSA	3.3(a)	Labour Disruptions	(a) Contingency plan	There may be another option for Residential premises who have access to depot services	Language should include that penalties can not exceed revenues to the contractor at any time due to		Unclear comment as section reference, clause reference, comments and suggested edits are not aligned. Noted.
MSA	3.3(a)	Labour Disruptions	(a) Contingency plan	There may be another option for Residential premises who have access to depot services		No	Noted
MSA	4.1 (f)	Article 4	(f)	Standard of performance of the work should be a reasonable contractor not an experienced and prudent contractor.		No	Municipalities are experienced and should be prudent.
MSA	4.1(e)	Representations and warranties	(e) Exclusivity arrangements	Does this include involvement of Waste Commissions and Authorities		No	Subsection (c) refers to "from such communities or members of the Contractor, as the case may be" to accommodate commissions and authorities.
MSA	5.1(a)	Record Keeping	(a) Report generation	Why is annual fuel usage important. Is it annual fuel usage of the contractor or subcontractor (hauler)		No	CM requires annual fuel usage to calculate the emissions associated with the collection system as part of its reporting to producers. Both contractor and subcontractor fuel usage is required.
MSA	5.2 (c)	Article 5	(c)	The Contractor cannot be fully responsible for all acts and omission of the Subcontractor. This is equivalent to a full indemnity to CM for the Subcontractor. The Contractor is responsible to CM for its obligations under the MSA that have been subcontracted		No	The Contractor is responsible to CM for its obligations under the MSA that have been subcontracted and therefore for the acts and omissions of its subcontractors.
MSA	5.4(b)	Contingency plan	(b)	2 days is not sufficient time		No	The contractor is to commence implementation within two business days. Commencing implementation may be less than full implementation.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
MSA	6.8 (c)	Article 6	(c)	The liability threshold for CM and Contractor should be reciprocal and both be subject to their indemnification obligations under Section 7.2. As a result, the CM Liability Threshold should also not apply to Section 7.2(b) as provided for the Contractor in Section 6.8(b)(ii).		No	CM is neither performing any of the work nor has an existing contract with the service provider. Hence, CM can't be potentially liable for any damage.
MSA	6.8(c)	Limited liabilities	(c)	I am not sure I completely understand total contract price calculations.			Total contract price would be the price CM would pay to the municipality for the Work and would depend on the SoWs CM and the municipality entered into.
MSA	7.2 (a)	Article 7	(a)	This is an extremely broad indemnity in favour of CM. We request that the indemnity obligations are reciprocal and Section 7.2(a) mirrors CM's obligations in Section 7.2(b).		No	CM is neither performing any of the work nor has an existing contract with the service provider. Hence, CM can't be potentially liable for any damage.
MSA	7.2(b)	Damages/ Indemnities	(b)	Why are these clauses not reciprocal to the contractor indemnities		No	CM is neither performing any of the work nor has an existing contract with the service provider. Hence, CM can't be potentially liable for any damage.
MSA	7.3 (a) ii	Article 7	(a) (ii)	Given the narrow list of sample events, it is possible that events beyond the reasonable control of either the CM or Contractor will be narrowly defined. Request to include a broad group of possible events.		No	These are standadrd terms and events.
MSA	7.3 (b) ii	Article7	(b) ii	The section relating to an “electricity system outage” is potentially mislabelled as (i). In any event, this section should be deleted. An electrical system that persists for less than 48 hours should be considered an event of Force Majeure. Especially given that the event still has to be beyond the reasonable control of the Contractor and the Contractor must use reasonable efforts to prevent or remedy the event		No	An electricity outage that affects a portion of a municipality does not prevent curb collection services in the remaining areas of the municiplty. An electricity outage that affects a depot(s) is not a Force Majeure event.
MSA	7.3 (e) i	Article7	(e) (i)	In the event of Force Majeure, the CM should not be able to terminate the MSA, especially without any further payments. This is not an appropriate remedy for Force Majeure		No	CM represents producers with regulatory obligations. Producers obligations continue notwithstanding the Force Majeure Event and CM needs the ability to take steps to ensure producers are in compliance.
MSA	7.3(c)	Force Majeure	(c)	This is inconsistent with the definition	Add pandemic to list of force majeure events.	No	Waste and PPP collection services continued during COVID 19 and it is expected that collection services will continue during any future pandemic.
MSA	7.4 (b) iv	Article7	(b) iv	CM should not be able to terminate the MSA if the parties cannot agree to a change order. This is a severe remedy for failure to agree and provides CM with too great negotiating power when discussing change orders.		No	CM represents producers with regulatory obligations. CM needs the ability to take steps to ensure producers are in compliance.
MSA	7.4 (i)	MSA Termination	i)		The compensation model is based on municipalities costs from 2023 prior to the implementation of EPR. This approach does not fund changes to the program and level of service as a result of the EPR regulation. CM should allow municipalities to provide their own	No	Communities can decline to act as a contractor to CM.
MSA	7.4 e(i)	Termination	(i)	This is too long of a notice period required in advance to cancel our contractual relationship with CM.		No	CM requires sufficient time to procure a replacement contractor.
MSA	7.4(c)	Article7	(c)	The reference to “as noted above” is ambiguous.	What is this flooding requirement?? Please Remove	No	The phrase 'as noted above" in subsection (c) is referring to subsections (a) and (b).
MSA	7.5(a)	Article7	(a)	Provision should be reciprocal. The rights and remedies of both Contractor and CM shall not be exclusive		No	CM is neither performing any of the work nor has an existing contract with the service provider. Hence, CM can't be potentially liable for any damage.
MSA	7.5(b)	Article7	(b)	Provision should be reciprocal.		No	CM is neither performing any of the work nor has an existing contract with the service provider. Hence, CM can't be potentially liable for any damage.
MSA	7.5(c)	Article7	(c)	CM should not have sole authority to remedy any breach of the contract and charge back to Contractor. MSA contains default provisions and remediation plans, etc.		No	CM represents producers with regulatory obligations. CM needs the ability to take steps to ensure producers are in compliance.
MSA	7.6 (a) ii	Disputes	(a) ii	Rather than going to binding arbitration can this be a cause for termination? Depending on arbitrators' availability this an take a long period of time.		No	Parties can exercise their termination rights during a dispute process if they wish.
MSA	8.11 (a)	Intellectual Property	All data collected become the property of CM.	Our municipality from time to time reports to the public our activities and this gives CM the right to limit our reporting. FOIP legislation may require us to report as well		No	FOIP request will be complied with as necessary by CM. FOIP will be reviewed if/when received and addressed accordingly.
MSA	8.11 (g)	Article 8	(g)	These obligations are too broad and onerous for the Contractor to comply with. The Contractor can consider if there is something specific that CM would like to include		No	Standard clause due to risk being assumed by CM
MSA	8.11 (g)	Intellectual property	(g)	CM shall be entitled to fully exploit the Work and Documentation without restriction???	Can you provide examples Can CM and the contractor share the attributes	No	Intellectual Property matters be handled without infringing any Intellectual Property rights of communities. Standard in CM contract and may be shared if required for regulatory reporting reasons.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
MSA	8.11 (g)	Intellectual property	(g)	CM shall be entitled to fully exploit the Work and Documentation without restriction???	Is it relevant	No	Intellectual Property matters be handled without infringing any Intellectual Property rights of communities. Standard in CM contract and may be shared if required for regulatory reporting reasons.
MSA	8.5 (a)	Access to Records	(a)	Some of these records will be in the custody and control of the sub contractor/hauler. (Full and complete operations, customer, financial, service accounts, books and records, certified weigh scale records)		No	CM's contractor is responsible for their subcontractor and needs to arrange for access to any records for which the contractor has obligations under the MSA.
MSA	Article 4		Proposing to add 4.2 CM Representations and Warranties	Proposing to add 4.2 CM Representations and Warranties		No	Contractor needs to provide representation & warranties as they are performing the work.
MSA	Recitals	Recitals	"WHEREAS, CM issued an offer to the Contractor..."	as the Municipality - it is one and the same with the Registered Community. It is not clear what "offer" was issued for PPP in this case	Indemnities should be equal	No	The offer is the ability to provide services to CM at the compensation rate offered by CM.
MSA	Recitals		Whereas, Contractor and CM...	For those municipalities who contract hauling can this be a tri-party agreement	more clarity	No	The contract is a two party contract between CM and the community. The community can continue to subcontract hauling.
Curbside Collection SoW	1	Statement of Work	1	PPP Receiving facility is unknown. CM will provide one within 50 km, his item represents a cost risk to the muni not represented in the 2023 GL Actuals.		No	To be edited in the compensation methodology
Curbside Collection SoW	1.1	Definitions	Non-Compliance (iii)	why does the container mattter? the Municipality is doing the collection so this makes no difference to CM.		No	If a resident sets out a container that is not compatible with an automated collection vehicle, for example.
Curbside Collection SoW	1.1	Definitions	Receiving Facility	This definition is not clear/descriptive, This should describe the "facility" and not the relationship between CM and the Municipality.		No	The definition refers to a facility that is established to accept PPP from CM's colletion contractors.
Curbside Collection SoW	2.1	Article 2 Scope of Collection Services	2.1 (b) (ii)	How is this calculation derived? Substantial changes to on truck compaction can lead to decreased stops per trip to the receiving facility decreasing efficiency and driving up cost. This item is unknow to the muni and represents a cost risk not included in the 2023 GL Actuals. need to explicitly identify what this means in terms of lbs/yard or kgs/yard - possibility of a range? scans suggest this would be no more than 4.5 tonnes of material for a 27 yard collection vehicle however compaction ratio for OCC are significantly higher than containers and other fibres	Would like to see a compaction range for each material type collected. Upper and lower limit.	No	The compaction ratio of 2.5:1 is based on requirements of processors.
Curbside Collection SoW	2.1	Scope of Collection Services	(e)	Not really an issue when dealing with a Municipality.		No	Noted
Curbside Collection SoW	2.1	Scope of Collection Services	(b) (iv)	How do we add new subdivisions? Or if locations fluctuate like manufactured home parks private, military base residents?		No	The number of premises listed in the exhibits will be updated periodically (typically quarterly) for natural growth. (not covered; military bases not obligated under regulation)
Curbside Collection SoW	3	Statement of Work	3	No term has been provided, perhaps a range of min and max terms would be added as municipalities decide if they want to opt in or opt out. The term will also impact the price		No	The term will be added when the SoW is customized for a specific community.
Curbside Collection SoW	3.2	Addition or Removal od Residential Premesis	(a)	need to define what "minor nature" means and shouldn't be at CM's sole discretion to allow.		No	The reference to 'minor nature' is intended to accommodate adjustments to the number of residential premises in Exhibits 2 and 3 to reflect natural growth.
Curbside Collection SoW	3.3	Article 3 Service Provision	3.3 (a)	Exhibit 4 is not yet provided. Creates a financial risk to the muni and is not costed in the 2023 GL Actuals.	Strike out customer owned containers for Lethbridge as there are none and it is hard to manage if you allow them (for example, molok bins or in ground tubes require	No	Awaiting feedback from ARMA on the list of PPP. Compensation discussion will be based on current state and modified once the PPP list is finalized.
Curbside Collection SoW	3.3	Article 3 Service Provision	3.3 (d)	We do not have a detailed listing of what is considered PPP and what is contamination. In our current program 14% contamination is more typical and the Recycle BC website indicates that 8 years into to their EPR journey they are at 6.8% contamination in 2022 70% higher then the specification. CM can require additional changes to work towards this target. This represents a cost risk to the muni and is not costed in the 2023 GL Actuals.	Would like to have some further information on specific methods that CM would want to utilize - we've used numerous methods with varied success but would like to know if CM would entertain more substantial action further down the	No	Awaiting feedback from ARMA on the list of PPP. Compensation discussion will be based on current state and modified once the PPP list is finalized.
Curbside Collection SoW	3.3	Article 3 Service Provision	3.3 (e)	How can a driver know what is in the bin, like a battery. Is hazardous waste defined - in definitions?		No	Hazardous Waste is a defined term and is not be included in the PPP collection system.
Curbside Collection SoW	3.3	PPP to be collected	(c)	Not "best efforts" - commercially reasonable efforts at most. Also, 4% is unrealistic, the standard is 5% and Municipalities don't get close to achieving that level.		No	CM will work directly with communities where Out-of-Scope Material exceeds 4% to identify practices to be implemented.
Curbside Collection SoW	3.3	PPP to be collected	(d)	need to know what audit process will be - should be defined.This provision needs much more collaborative work with Municipalities to find a mechanism that will work.		No	CM is responsible for auding of collected material. This is not a responsibility of the collection contractor.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
Curbside Collection SoW	3.3	PPP to be collected	(c)	4% is too tight for curbside collection- at our facility 10% is considered contaminated and then during processing we aim for 5%		No	The 4% Out-of-Scope Material is an aspirational target for all sources of PPP. CM will work directly with communities where Out-of-Scope Material exceeds 4% to identify practices to be implemented.
Curbside Collection SoW	3.3	PPP to be collected	(f) (ii)	we do not currently accept glass- is this an expectation to provide collection- if so does it need to be curbside or can it be depot/ drop off?		No	Awaiting feedback from ARMA on the list of PPP. Compensation discussion will be based on current state and modified once the PPP list is finalized.
Curbside Collection SoW	3.4	Collection Containers	(a)	The muni has standards for this including a charge back to the resident in most incidences. CM and Residents initiating via a request represents a cost risk to the muni and is not costed in the 2023 GL Actuals. This is certainly attainable but would like to see how CM will pay for these services. How will we as contractor provide information on instances where this is not possible due to resident issues (we currently service many of these carts on next scheduled collection date as residents put their cart away after reporting issue; inaccessible to technician unless they enter private property	How do we report back to CM when we are not able to be compliance for reasons under our control? How do we get compensated for damages, exchanges, cart deliveries, assisted collection?	No	This is part of the compensation discussion. Collection containers are a concern to CM as the containers affect capture, participation and set out rates, all of which affect producers ability to meet the performance obligations under the PPP Regulation. CM provides collection containers through its contract with its collection contractor.
Curbside Collection SoW	3.4	Collection Containers	(a)	Collection is done by the Municipality so not a CM concern.Also, the "Collection Service Standards (pg. 9, #2) outlined by ARMA state that CM provide receptacles- what is the Plan for that by CM?		No	Collection containers are a concern to CM as the containers affect capture, participation and set out rates, all of which affect producers ability to meet the performance obligations under the PPP Regulation. CM provides collection containers through its contract with its collection contractor.
Curbside Collection SoW	3.5	Non-Compliance	(a)	Must use physical tags every time if cart is not compliant - drivers currently use physical tag the first time, then will use FleetMind to electronically flag carts that continue to have contamination issues - 311 receives call, creates missed cart request, then technician speaks to customer directly on issues with cart before providing support (depending on whether they are 1st time offense or repeat)		No	This is part of the compensation, operational and communications discussions.
Curbside collection SoW	3.6	Unloading PPP	(i)	Contractor should not be responsible if a receiving facility cannot accept PPP		No	The contractor is not responsible if the receiving facility cannot accept PPP. Refer to subsection (i).
Curbside Collection SoW	3.6	Unloading PPP	(a)	This is not acceptable. CM is asking the City to have our Council approve the Contract by November 30,2024 but will not announce the receiving facility location until January 2, 2025. This represents a cost risk to the City and depending on the facility selected by CM may not be costed in the 2023 GL Actuals.		No	Subsection (c) sets an upset driving time and indicates that, if the receiving facility is more distant, the parties will negotiate a price adjustment.
Curbside Collection SoW	3.6	Unloading PPP	(b)	The location needs to be specific, ideally a list for the unknown period would be ideal.		No	Awaiting feedback from ARMA on the list of PPP. Compensation discussion will be based on current state and modified once the PPP list is finalized.
Curbside Collection SoW	3.6	Unloading PPP	(g)	Believe this statement only applies to those municipalities with two stream collection - our current process is empty single stream materials on MRF tip floor and exit - one dump only Please confirm or clarify		Yes	Revise final sentence to "Where the Collection Vehicle has two compartments, the Collection Vehicle operator shall not clean out the Collection Vehicle in a manner which causes or may cause the Fibre Stream materials to be commingled with the Container Stream materials or vice versa."
Curbside Collection SoW	3.6	Unloading PPP	(h)	This is a higher frequency than the current practice		No	Data will be used by CM for meeting regulatory obligations. Tare weights every two months will mitigate data errors.
Curbside Collection SoW	3.6	Unloading PPP	(i)	RF/CM need to notify the Municipality of a change in delivery location in advance - CM is liable if RF doesn't accept PPP being delivered. Municipality has a contract to deliver to the specified location, can't just be changed.		No	The contractor is not responsible if the receiving facility cannot accept PPP. Refer to subsection (i).
Curbside Collection SoW	3.6	Unloading PPP	(c) (d)	receiving facility within 50km- when do we know where this facility is? We have a facility, if our facility is not selected are we able to opt out? What if the Receiving Facility is not in good standings? Is cost the only thing CM evaluates or is there reference checking and historical?		No	Subsection (c) sets an upset driving time and indicates that, if the receiving facility is more distant, the parties will negotiate a price adjustment.
Curbside collection SoW	3.7	Working Days and Hours of Operation for Collection Service	entire section	Some municipalities currently have hours of operation that do not align with section 3.7		No	This section includes "unless otherwise approved by CM" to accommodate circumstances specific to a collection contractor.
Curbside Collection SoW	3.7	Working days and hours of operations for the collection services	(b)	Important to note that we will need CM approval before moving forward with Saturday collection in-lieu of non Monday statutory holidays - makes sense for processing collaboration		No	CM will work directly with communities to provide appropriate collection service schedules in line with current practices and receiving facility availability.
Curbside Collection SoW	3.7	Working Days and Hours of Operations for the Collection Services	(a)	Municipality is doing the collection from its residents - not for CM to specify when collection is done.		No	Approval by CM is required as CM must ensure a receiving facility is available.
Curbside collection SoW	3.8	Missed Collection	entire section	This provision should align to current standard municipality operates under.		No	The SoW is standard for all communities in order to establish consistent level of services across the province.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
Curbside Collection SoW	3.8	Missed Collections	(a)	The muni has standards for set out time. CM has not provided enough detail on the new set out time standards to Term Sheet Feedback Form understand the implications of this clause. This creates a potential cost risk to the muni which has not been costed in the 2023 GL Actuals. This will be a significant deviation from current practice - currently do not allow for same-day missed calls as many times the truck has simply not made it to that location yet - we ask 311 to delay calls until after 4pm that day, with service provided the following day - rely upon FleetMind to ensure missed areas are minimized These are also in our bylaws, will we need them in there still?		No	Set out time is prior to 7 am which is the start time for collection services as referenced in this section. Pick up of missed stops is required only if notified by 4 pm. If the contractor has onboard cameras and GPS, this information can be used to substantiate that no container was set out by 7 am.
Curbside Collection SoW	3.8	Missed Collections	(b)	The muni has standards for missed collections. CM has not provided enough detail on the new missed collection standards to understand the implications of this clause. This creates a potential cost risk to the muni which has not been costed in the 2023 GL Actuals.		No	Set out time is prior to 7 am which is the start time for collection services as referenced in this section. Pick up of missed stops is required only if notified by 4 pm. If the contractor has onboard cameras and GPS, this information can be used to substantiate that no container was set out by 7 am.
Curbside Collection SoW	3.8	Missed Collections	(c)	The muni has standards for set out location and spacing . CM has not provided enough detail on the new set out location and spacing standards to understand the implications of this clause. This creates a potential cost risk to the muni which has not been costed in the 2023 GL Actuals. What about when a container has inappropriate material? Such as hazardous waste? Should include language that excepts out when collection would be contrary to the terms of this SOW. Must return at least once to try and collect carts that are not accessible due to utilities or other working contractors. Will usually try this now but is not formalized service level yet - process adjustment required but not too difficult Parked cars are not considered impassable obstructions - enforcement issues already with nose-in parking - basically saying drivers have to figure it out or contractor has to find another means to collect material if larger vehicle can't enter	What is this flooding requirement?? Please Remove	No	Set out time is prior to 7 am which is the start time for collection services as referenced in this section. Pick up of missed stops is required only if notified by 4 pm. If the contractor has onboard cameras and GPS, this information can be used to substantiate that no container was set out by 7 am, verify the obstruction or the presence of flooding.
Curbside Collection SoW	3.8	Missed Collections	(b)	what if we can prove the cart or materials were not placed out is this still considered a missed collection? Who is enforcing missed- CM or the City? How do our Bylaws factor in? If one is legitimately missed we pick up the next day		No	Set out time is prior to 7 am which is the start time for collection services as referenced in this section. Pick up of missed stops is required only if notified by 4 pm. If the contractor has onboard cameras and GPS, this information can be used to substantiate that no container was set out by 7 am.
Curbside Collection SoW	3.8	Missed Collections	(c)	vehicles can make collection impassible obstructions for collection- what is CM's expectation here when vehicles are too close or preventing collection?		No	The purpose of this section is to acknowledge that barriers can exist to collection and to provide the collection contractor with more time to service the obstructed location.
Curbside collection SoW	4.1	Record Keeping and Reporting	(a), (b), (c), (d), and (e)	Some provisions in this section may be onerous to collect.		Yes	Noted
Curbside Collection SoW	4.1	Record Keeping and reporting requirements	(b)	Current practice of reconciling records - using Geoware scale data (receiving facility) in conjunction with Fleetmind data (contractor data)		No	Noted
Curbside Collection SoW	4.1	Record Keeping and reporting requirements	(c)	CompassTrac AVL system (or future GeoTab system proposed by Fleet) can provide kilometers driven - fuel usage report comes from Fleet system		No	Noted
Curbside Collection SoW	4.1	Record Keeping and reporting requirements	(e)	Need to know how we provide to the contractor information related to cart repair/exchange as well as work finding missing carts and new cart deliveries		No	Comment is unclear as the section 4.1 (e) relates to monthly data reporting.
Curbside Collection SoW	4.1	Record Keeping and Reporting Requirements	(f)	5 days is too short to review, 10 Business Days is more appropriate.		Yes	This requirement has been deleted from the final version of the SoW.
Curbside Collection SoW	4.1	Record Keeping and Reporting Requirements	(a) (iii)	what is Valtype?		No	Valtype is a term used to refer to the type of Residential Premises i.e. single family dwellings or multiple family dwellings or a combination of both.
Curbside collection SoW	2.1 (c)	Scope of collection services	(c)	The Contractor has no control over compliance with Section 19 of the Regulation.	The reference to section 19 should be deleted.	No	The Contractor is delivering services to comply with the MSA and SoW which are intended to align with these sections of the Regulation.
Curbside collection SoW	3.3 (c and d)	PPP to be collected	(c) and (d)	These sections require the Contractor to achieve an Out-of-Scope Material percentage of no more than 4%. This is not consistent with typical industry standards and should be changed to [NTD: GP to advise of appropriate revision].	This is not consistent with typical industry standards and should be changed to [NTD: GP to advise of appropriate revision].	No	The 4% Out-of-Scope Material is an aspirational target for all sources of PPP. The industry standard for PPP collections delivered by producers under EPR is 3% in BC and 4% in Ontario.
Curbside collection SoW	3.3 (c)	Contamination	(c)	Concerns around definition of contamination and what constitutes best efforts	Provide clarification to municipalities around contamination and what steps	No	The 4% Out-of-Scope Material is an aspirational target for all sources of PPP. CM will work directly with communities where Out-of-Scope Material exceeds 4% to identify practices to be implemented.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
Curbside collection SoW	3.3(d)	PPP to be collected	(d)	Ensuring proper sorting and reducing out-of-scope material to less than 4% by weight will require robust public education and compliance monitoring by GFL collection staff. GFL themselves have indicated that this contamination rate is unrealistic and has never been achieved before. This will add more administrative burden to ensure this is effective. CM has mentioned that they intend to work with municipalities to achieve this goal and aid with our promotion and education efforts but it is unknown how much work this will be in the long-term. If 4% is not achieved, there cannot be a financial penalty for the municipality to incur. Also, if additional educational resources are required to aid with enforcement, will CM supply additional funding if required (ex. Printed materials, publishing inserts in utility bills, creating an educational video, etc.)	Suggested Change – Include the following language: “The Contractor will, in no way, shape, or form, incur a financial penalty for exceeding a contamination rate above 4%.” “The Contractor will be provided additional resources from Circular Materials to aid in reducing contamination rates to below 4%, including, but no limited to, support staff, educational materials, templates for reporting, etc.”	No	The 4% Out-of-Scope Material is an aspirational target for all sources of PPP. CM will work directly with communities where Out-of-Scope Material exceeds 4% to identify practices to be implemented. There are no financial penalties for not meeting 4%.
Curbside collection SoW	3.7 (b)	Working Days and Hours of Operation for the Collection Services	(b)	Contractor should not be required to obtain approval for the replacement collection date for statutory holidays. This is unnecessary administration	Delete “subject to CM approval” at the end of the second sentence.	No	Approval by CM is required as CM must ensure a receiving facility is available.
Curbside collection SoW	3.8 (b)	Missed Collections	(b)	Statement of Work requires Contractor to collect on the same day if notified of missed collection Term Sheet Feedback Form by 4pm. Additional flexibility is required. [GP to advise of appropriate flexibility		No	Set out time is prior to 7 am which is the start time for collection services as referenced in this section. Pick up of missed stops is required only if notified by 4 pm. If the contractor has onboard cameras and GPS, this information can be used to substantiate that no container was set out by 7 am.
Curbside collection SoW	4.1 (c)	Record keeping and reporting requirements	(c)	Why is km driven and fuel consumption important. What section in the regulation requires this level of detail in the reporting	Delete the requirement	No	CM and its producers require information on fuel usage for their reporting obligations. An estimate of fuel usage with assumptions is acceptable.
Curbside collection SoW	4.1 (c)	Record keeping and reporting requirements	(c)	Why is km driven and fuel consumption important. What section in the regulation requires this level of detail in the reporting	Delete the requirement	No	CM and its producers require information on fuel usage for their reporting obligations. An estimate of fuel usage with assumptions is acceptable.
Curbside collection SoW	4.1 (d)	Record keeping and reporting requirements	(d)	Is it individual load receipts or are reports generated from the scale software adequate	Ensure monthly weigh scale reports can be generated by the receiving facility	No	The form in which it is provided by CM's receiving facility is acceptable.
Curbside collection SoW	4.1 (f)	Record keeping and reporting requirements	(f)	5 calendar days to review and accept the content of the report is not enough time	insufficient time	Yes	This requirement has been deleted from the final version of the SoW.
Curbside collection SoW	4.1(c)	Record Keeping and Reporting Requirements	(c)	These fuel records are currently not kept or collected by municipal staff and will require additional work for staff to manage. There is also concern about whether GFL drivers can provide the weigh scale receipts in a timely manner acceptable to CM, which may require a contract change with GFL to account for this. The MSA also states that “the Town will only be paid for Work under the SOW in respect of any calendar month once there is an accepted work report for the month” meaning we may not get paid until this documentation is submitted to CM's liking.	Suggested change - Either estimate the GHG emissions and fuel consumption given the route driven or ask this information from GFL (collection contractor) directly. Most municipalities outsource their collection and if they aren't tracking this information, this is an extra, unnecessary burden for us to track.	No	Kms driven and estimates of fuel usage based on assumptions are acceptable. Arrangements between the municipality and its subcontractors are between those parties.
Curbside Collection SoW	3.1 (b)	Service Provision	First Clause	Makes mention of recycling containers	Our municipality uses blue bags and would like that language added.	Yes	Revise to "Where Exhibit 3 lists Multiple-Family Dwellings, the Contractor shall work with Multiple-Family Dwellings to determine the optimal set-out location of the recycling containers, which best meets the needs of the Residential Premises and the Contractor."
Curbside collection SoW	3.2 (a)	Addition or removal of Residential Premises	(a)	Clause only allows for growth that is minor in nature. Some municipalities are seeing very significant growth currently.	Language should include that penalties can not exceed revenues to the contractor at any time due to contamination.	No	The reference to 'minor in nature' is not a limitation on the rate of growth. Rather, it is intended to exclude changes such as number of streams, collection frequency, collection containers, etc. The number of Residential Premises listed in Exhibits 2 and 3 will be updated periodically (typically quarterly).
Curbside Collection SoW	3.3 (c)	Service Provision	Contractor will use best efforts to reduce the quantity of non-PPP to no more than 4% by weight	This number is hard to achieve. How will our tonnage be separated from neighbour munis at the MRF to ensure accurate reporting? This clause needs further development and spelling out what penalties will be to be acceptable to us.	Language should include that penalties can not exceed revenues to the contractor at any time due to contamination.	No	Samples will be taken from inbound loads from individual collection contractors and by source (single family and multiple-family where these are collected on separate routes. There are no penalties for not meeting 4%. CM will work directly with communities where Out-of-Scope Material exceeds 4% to identify practices to be implemented.
Curbside collection SoW	3.8 (c) iii	Missed Collections	(c) (iii)	Potential for less than 20 cm to create problems with driving and collection operations. Request to keep (c) broadly defined as “impassable obstruction” and delete specific reference to amount of water.	“Within five (5) Business Days of the monthly ... “	No	It is reasonable that less than 20cm of water may be unsafe to collect and there would be delays associated. It may be unreasonable for CM to require the Contractor to perform services in the event of dangerous/unsafe performance due to water. CM will work with contractors as events occur.
Curbside Collection SoW	4.1 (c)	Record keeping and reporting requirements		KM driven and fuel consumed are not currently tracked. We do not receive detailed weight receipts from our contractor currently.		No	CM and its producers require information on fuel usage for their reporting obligations. An estimate of fuel usage with assumptions is acceptable. Weight receipts will be provided by CM's receiving facilities.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
Curbside Collection SoW		Statement of Work	1	Where is the receiving facility? Residential Premises- single family & multi family- what if we only collect from single family and depots are provided for collection for multi family		No	Subsection (c) sets an upset driving time and indicates that, if the receiving facility is more distant, the parties will negotiate a price adjustment. The SoW which is standard for all communities uses "Residential Premises" and references the exhibits. The exhibits, which are customized for each contractor, set out the number of SF and MF dwellings to be serviced. Where multiple family dwellings are not serviced Exhibit 3 will state 'none'.
Curbside Collection SoW		Statement of Work	5	typo 7.4 not 7.5?- concern would be the immediate termination with legislation change		Yes	Change made.
Depot Operations Sow	2.1	Scope of Collection Services	(b)	The word “and” should be used instead of a comma.	The Collection Services include receiving PPP from Residential Premises in the Registered Community(ies) and conducting quality control of received PPP and	Yes	was the change made?
Depot Operations Sow	2.1	Scope of Collection Services	(f)	Additional clarification is required on the intent and purpose of this provision. Currently, the County’s subcontractor owns the PP after it is picked up.		No	CM has regulatory obligations to fulfill and therefore once the PPP is accepted at a Depot, CM is responsible for the management of the PPP.
Depot Operations Sow	2.1	Scope of Collection Services	(f)	How do we handle the ICI contamination/ co mingling??		No	CM's regulatory obligations are for residential PPP only. Management of ICI is the responsibility of the Community.
Depot Operations Sow	2.1	Scope of Collection Services	(f)	If this is the case and CM is the "Owner" at all times then we need to look at some bailment language here as well.		No	CS comment: need to re-word. not likely an issue as the terms of bailment are set out within the contract itself (payment, limits on use, taking reasonable care & returning the chattel)
Depot Operations Sow	3.1	Addition or Removal of Depots	(a)	Depots may only be re,oved with the Muncipalty's express written consent		No	CM has regulatory obligations, and obligations to Producers to provide an efficient and effective collection system. CM will work with communities to address concerns through the Change Order process outlined Section 8.7 of the MSA
Depot Operations Sow	3.2	PPP to be Collected	(b)	Best efforts should be reduced to commercially reasonable efforts.	The Contractor will use commercially reasonable efforts to protect the collected PPP from weather including rain, snow and	No	PPP must be protected from the weather, we can discuss during meetings.
Depot Operations Sow	3.2	PPP to be Collected	(b)	Using best efforts is the best you bill get. This will be largely dependant on bin type. Under no scenario will a municipality be expected to build infrastructure to house/protect material from the element.	Perhaps clarification to that effect, and how this will relate the the type of bin used.	No	CM will discuss with each Community current situation and negotiate any requested changes
Depot Operations Sow	3.2	PPP to be Collected	(c)	Best efforts should be reduced to commercially reasonable efforts.	The Contractor will use commercially reasonable efforts to reduce the quantity of Out-of-Scope Material in collected PPP to	no	CS original comment: refer to operations/legal : Best efforts: requires taking all reasonable steps to achieve the objective, leaving no stone unturned; Commercially reasonable efforts: slightly less stringent, doesn't require 'all reasonable efforts'.
Depot Operations Sow	3.2	PPP to be Collected	(c)	These sections require the Contractor to achieve an Out-of-Scope Material percentage of no more than 4%. This is not consistent with typical industry standards and should be changed to	[NTD: GP to advise of appropriate revision. We should make any comments consistent with the prior SOW circulated. In the draft version from me, this was left as a note to draft for the County. How would the	No	CM will discuss with the Community joint efforts to manage out of scope PPP
Depot Operations Sow	3.2	PPP to be Collected	(c)	Nope, thi is too high a standard and 4% not realistic.		No	CM will discuss with the Community joint efforts to manage out of scope PPP
Depot Operations Sow	3.2	PPP to be Collected	(d)	These sections require the Contractor to achieve an Out-of-Scope Material percentage of no more than 4%. This is not consistent with typical industry standards and should be changed to	[NTD: GP to advise of appropriate revision. We should make any comments consistent with the prior SOW circulated. In the draft version from me, this was left as a note to draft for the County. How would the	No	CM will discuss with the Community joint efforts to manage out of scope PPP
Depot Operations Sow	3.2	PPP to be Collected	(d)	Should there be a 3rd party or audit conducted by both parties?		No	As the Contractor, the municipality has the opportunity to control the materials entering the PPP system. Audits are the responsibility of CM as the operator of the Common Collection System.
Depot Operations Sow	3.2	PPP to be Collected	(d)	Municipalities may have a hard time agreein to this clause.		no	The 4% Out-of-Scope Material is an aspirational target for all sources of PPP. CM will work directly with communities where Out-of-Scope Material exceeds 4% to identify practices to be implemented. There are no financial penalties for not meeting 4%.
Depot Operations Sow	3.2	PPP to be Collected	(d)	Nope, this needs to be reworked and negotiated to a more realistic and mangemenable number for the Municipality.		No	CM will discuss with the Community joint efforts to manage out of scope PPP
Depot Operations Sow	3.2	PPP to be Collected	(e)	This is only in the collection for CM - Depots may also collect other items from their residents that classify as hazardouis wastes. so this needs to be further clarifies.		No	This refers to the PPP only. Depots may continue to collect hazardous materials separately from the PPP program.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
Depot Operations Sow	3.2	PPP to be Collected	(f)	This reads as a point of negotiation between 2 parties. This needs to be mutually agreed to as it would have impacts operationally and to compensation offer if there are sorting/bin requirements above what we are doing now.		No	CM is currently working on the materials list for Exhibit 4. Any impacts over and above current operations would be addressed by a change order and/or changes to compensation offers based on the new scope of work.
Depot Operations Sow	3.3	Insurance	(a)		[NTD: Comment from GP that this is being contested as per other SOW. We should make the same comment here as in the other form]	no	Unclear what the comment references.
Depot Operations Sow	3.4	Working Days and Hours of Operation for the Collection Services	(a)	If collections are missed, do collections continue the next available day?		No	This seems like a misinterpretation of 'collection services' as it relates to the depot operations by the municipality. Article 3.4 (a) refers to the opening hours of the depots for residents to drop off PPP. This is the 'collection service'. Collection of the PPP at the depot is a separate 'collection service'.
Depot Operations Sow	3.4	Working Days and Hours of Operation for the Collection Services	(a)	This is a hard no. Depots are often located at waste transfer stations which are part of a larger operation which the municipality has the right to alter operating days and hours as needed. Agreeing to this clause gives CM power to control the hours of operation of our waste facilities.	Consider revisions.	no	As CM is providing compensation to municipalities based on the services being provided, that is days and hours of operation, CM requires to know any changes the municipality wishes to make to days and hours of operation. CM has no wish to control the days and hours of operation. CM wishes to provide appropriate compensation and up-to-date P&E information.
Depot Operations Sow	3.4	Working Days and Hours of Operation for the Collection Services	(a)	Nope, Municipality is free to run depots to best serve their residents.		No	As CM is providing compensation to municipalities based on the services being provided, that is days and hours of operation, CM requires to know any changes the municipality wishes to make to days and hours of operation. CM has no wish to control the days and hours of operation. CM wishes to provide appropriate compensation and up-to-date P&E information.
Depot Operations Sow	3.4	Working Days and Hours of Operation for the Collection Services	(b)	Statutory Holidays (where do not regulated days – Truth and Reconciliation Day – fit in)?		No	Registered Communities provide the days and hours of operation of the depots in Exhibit 2 with a column to detail any changes to the schedule.
Depot Operations Sow	3.4	Working Days and Hours of Operation for the Collection Services	(b)	Nope, Municipality is free to run depots to best serve their residents.		No	Registered Communities provide the days and hours of operation of the depots in Exhibit 2 with a column to detail any changes to the schedule.
Depot Operations Sow	3.4	Working Days and Hours of Operation for the Collection Services	(c)	This will require negotiations as CM is required to pay the cost, so the options are to build in a contingency buffer or to pay for unforeseen costs when they arise.		No	This is specific to the working days and hours of operation of the depot for collection services. An example may be an unexpected illness amongst staff that requires temporary or other staff replacements to cover the hours of operation of the depot to fulfill the contractual obligations with CM.
Depot Operations Sow	3.5	Promotion and Education	(a)	This term should be deleted. The County's understanding is that this is CM's role and not the responsibility of the County.	Delete term	No	As an Opt-In community, CM and the contractor/municipality will share responsibility for P&E with the contractor/municipality being compensated for their efforts.
Depot Operations Sow	3.5	Promotion and Education	(a)	This is at the discretion of the Municipality		No	As an Opt-In community, CM and the contractor/municipality will share responsibility for P&E with the contractor/municipality being compensated for their efforts.
Depot Operations Sow	3.5	Promotion and Education	(b)	This term should be deleted. The facilities are still owned by the County and the County should not be required to seek approval for public promotion and signage.	Delete term	No	As an Opt-In community, CM and the contractor/municipality will share responsibility for P&E with the contractor/municipality being compensated for their efforts. P&E on PPP needs to be approved by CM to ensure consistency with other provincial program education.
Depot Operations Sow	3.5	Promotion and Education	(b)	Nope, the Municipality controls messaging the residents.		No	As an Opt-In community, CM and the contractor/municipality will share responsibility for P&E with the contractor/municipality being compensated for their efforts. P&E on PPP needs to be approved by CM to ensure consistency with other provincial program education.
Depot Operations Sow	4.1	Record Keeping and Reporting Requirements	(a)	*assumption* - this is for all equipment as pertains to the recycling only?		No	Correct. Equipment that pertains to PPP only.
Depot Operations Sow	4.1	Record Keeping and Reporting Requirements	(a)	What equipment qualifies for this list		No	Equipment and/or vehicles that are used for the undertaking of collection services at the depots for PPP.
Depot Operations Sow	4.1	Record Keeping and Reporting Requirements	(c)	Revision to have the format and manner of weigh scale receipts acceptable to both parties.	If applicable, outbound weigh scale receipts must be maintained and made available upon request by CM in a format and manner acceptable	No	CM recognises that each community may have different formats for the information however the data contained within the record will be consistent.
Depot Operations Sow	4.1	Record Keeping and Reporting Requirements	(c)	Likely not available		No	CM recognises that each community may have different formats for the information however the data contained within the record will be consistent.

Agreement	On	Section	Clause	Comment from Community	Suggested Edits from Community	Will CM revise?	CM Response to Community
Depot Operations Sow	4.1	Record Keeping and Reporting Requirements	(d)		[NTD: The comment is made that there are 13 depots and 4 transfer stations. Is the obligation to provide the records separately, an issue	No	Internal comment - yes we need data separate for each depot.
Depot Operations Sow	4.1	Record Keeping and Reporting Requirements	(d)	"from the municipality in order for the CM to comply"		No	No comment
Depot Operations Sow	4.1	Record Keeping and Reporting Requirements	all	CM should provide an template of what the reporting would look like. Then municipalities can agree or not on what is being asked		No	We can discuss a template.
Depot Operations Sow	5.1	Documentation and Payment	(a)	Second sentence is unclear. In what circumstances would the monthly payment be adjusted?		No	Standard contract clause. Likely not to be applicable to depot operations.
Depot Operations Sow	5.1	Documentation and Payment	(b)	What evidence? How would this be provided?		No	Evidence of the depot being operated could be a car count list or evidence of pick-up or hauling by Service Provider
Depot Operations Sow	5.1	Documentation and Payment	(c)	What if requirements change (scope) due to changes in the regulation?	Include clause to that affect, and possibility of agreement	No	In the case of a change of scope due to regulation, the MSA includes a Change Order process for both parties to follow.
Depot Operations Sow	Exhibit 5	Compensation	1.1	All in costs or recycling only? – Depots are operated by member communities and not DDSWMA. Depots are owned/leased by DDSWMA		No	PPP only.
Depot Operations Sow	Statement of Work	Statement of Work (point 3)	point 3	“term” What is the “initial term” duration?		No	Terms will be discussed during individual contract discussions
Depot Operations Sow	Statement of Work	Statement of Work	"Contractor"	Replace Contractor with Municipality		no	Standard language used across jurisdictions in Canada.
Depot Operations Sow	Statement of Work	Statement of Work (point 5)	point 5	In the event of the termination of the MSA in accordance with Section 7.4 of the MSA, CM shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date <u>or required to effect the termination</u>		No	This aligns with clause in similar provincial agreements - CM will only pay for Work authorized by Statement of Work prior to the date of termination.