

**SUMMARY OF SIGNIFICANT REVISIONS TO
ELIGIBLE COMMUNITY MASTER SERVICES
AGREEMENT AND STATEMENTS OF WORK**

Eligible Community – Master Services Agreement

Topic	Section	Revisions between circa May 12th (posted to CMO website) and June 21st
CMO's role	Recitals	<ul style="list-style-type: none"> Identified CMO's involvement as the common collection system administrator, rather than as a PRO.
Interpretation	1.1, 1.3	<ul style="list-style-type: none"> Revised events constituting a Material Contractor Default. Added list of Manager's rights.
Term	2.1	<ul style="list-style-type: none"> Modified agreement extensions to require a Change Order (accepted by both Parties).
Contractor Management	5	<ul style="list-style-type: none"> Eliminated a number of prescriptive requirements for Contractor's personnel, supervision, Subcontractors and various scopes of work. Modified Contingency Plan requirement to address actual non-compliant Work. Eliminated the requirement for the Contractor's subcontracts to include the terms and conditions of the MSA.
Compensation	6.2, 6.7, 6.8	<ul style="list-style-type: none"> Modified payments to be monthly (instead of quarterly). Added interest for overdue payments. Revised limit of liability for CMO and added limit of liability for Contractor subject to exceptions.
Failure to Perform, Termination and Remedies	7.1, 7.2, 7.4, 7.5, 7.7	<ul style="list-style-type: none"> Eliminated service level failure credits. Expanded indemnity of CMO by Contractor to reflect reduction of prescriptive requirements for Contractor's services and added indemnity of Contractor by CMO. Modified Force Majeure Event to exclude unlawful or illegal strikes and include certain electricity outages. Modified the ability of CMO to terminate the agreement. Eliminated CMO's ruling section of the agreement. Modified the ability of CMO to revise the agreement – CMO must now propose, rather than make, a revision. Eliminated final and binding decision of CMO in respect of certain disputes.

Topic	Section	Revisions between circa May 12th (posted to CMO website) and June 21st
Standard Conditions	8, 8.6, 8.8, 8.11	<ul style="list-style-type: none"> • Eliminated business license section of the agreement. • Revised insurance clause. • Eliminated CMO’s right to takeover and perform the Work using Contractor’s Equipment. • Eliminated Change Directives. • Revised Intellectual Property rights.
MSA Schedules	9.1	<ul style="list-style-type: none"> • Eliminated Schedule B – Supplier Code of Conduct

Eligible Community – Statement of Work – Residence and Facility Collection

Topic	Section	Revisions between circa May 12th (posted to CMO website) and June 13th
Term	3	<ul style="list-style-type: none"> • Modified agreement extensions to require a Change Order (accepted by both Parties).
Scope of Collection Services	Exhibit 1, 2.1	<ul style="list-style-type: none"> • Modified the scope of Collection Services to establish baseline services as those provided immediately prior to the Transition Date.
Service Provision	Exhibit 1, 3	<ul style="list-style-type: none"> • Eliminated various prescriptive requirements related to the services provided by the Contractor, including requirements related to Collection Vehicles (e.g., mandatory AVL/GPS for all vehicles), inspections and customer service. • Modified addition or removal of Eligible Sources to require a Change Order (accepted by both Parties). • Modified addition or removal of materials from the list of Blue Box Material collected to require a Change Order (accepted by both Parties). • Modified requirement the Contractor limit Non-Blue Box Material collected with Blue Box Material to be on a “best efforts” basis.
Service Level Failure Credits	Exhibit 1, 6	<ul style="list-style-type: none"> • Eliminated service level failure credits.
Blue Box Containers	Exhibit 6	<ul style="list-style-type: none"> • Eliminated requirement for Contractor to use prescribed blue box containers.
Compensation	Exhibit 8	<ul style="list-style-type: none"> • Modified payments and fuel price adjustments to be monthly (instead of quarterly). • Eliminated the minimum change in fuel price required for a price adjustment.

Eligible Community – Statement of Work – Public Space Collection

Topic	Section	Revisions between circa May 12th (posted to CMO website) and June 13th
Term	3	<ul style="list-style-type: none"> Modified agreement extensions to require a Change Order (accepted by both Parties).
Scope of Collection Services	Exhibit 1, 2.1	<ul style="list-style-type: none"> Modified the scope of Collection Services to establish baseline services as those provided for Blue Box Material Public Space Collection Containers immediately prior to the Transition Date.
Service Provision	Exhibit 1, 3	<ul style="list-style-type: none"> Eliminated various prescriptive requirements related to the services provided by the Contractor, including requirements related to Collection Vehicles (e.g., mandatory AVL/GPS for all vehicles), inspections and customer service. Modified addition or removal of Public Space Collection Locations to require a Change Order (accepted by both Parties). Modified addition or removal of materials from the list of Blue Box Material collected to require a Change Order (accepted by both Parties). Modified requirement the Contractor limit Non-Blue Box Material collected with Blue Box Material to be on a “best efforts” basis.
Service Level Failure Credits	Exhibit 1, 6	<ul style="list-style-type: none"> Eliminated service level failure credits.
Compensation	Exhibit 5	<ul style="list-style-type: none"> Modified payments and fuel price adjustments to be monthly (instead of quarterly). Eliminated the minimum change in fuel price required for a price adjustment.

Eligible Community – Statement of Work – Depot Collection

Topic	Section	Revisions between circa May 12th (posted to CMO website) and June 6th
Term	3	<ul style="list-style-type: none"> Modified agreement extensions to require a Change Order (accepted by both Parties).
Scope of Collection Services	Exhibit 1, 2.1	<ul style="list-style-type: none"> Modified the scope of Collection Services to establish baseline services as those provided immediately prior to the Transition Date.
Service Provision	Exhibit 1, 3	<ul style="list-style-type: none"> Eliminated various prescriptive requirements related to the services provided by the Contractor, including requirements related to inspections and customer service.

Topic	Section	Revisions between circa May 12th (posted to CMO website) and June 6th
		<ul style="list-style-type: none"> • Modified addition or removal of Depots to require a Change Order (accepted by both Parties). • Modified addition or removal of materials from the list of Blue Box Material collected to require a Change Order (accepted by both Parties). • Modified requirement the Contractor limit Non-Blue Box Material collected with Blue Box Material to be on a “best efforts” basis. • Provided for Contractor to submit documentation to support a reduction in the 25% Non-Eligible Source Deduction.
Service Level Failure Credits	Exhibit 1, 6	<ul style="list-style-type: none"> • Eliminated service level failure credits.
Compensation	Exhibit 5	<ul style="list-style-type: none"> • Modified payments and fuel price adjustments to be monthly (instead of quarterly). • Eliminated the minimum change in fuel price required for a price adjustment.

Eligible Community – Statement of Work – Promotion and Education

Topic	Section	Revisions between circa May 12th (posted to CMO website) and June 2nd
Term	3	<ul style="list-style-type: none"> • Modified agreement extensions to require a Change Order (accepted by both Parties).
Compensation	Exhibit 5	<ul style="list-style-type: none"> • Modified payments to be monthly (instead of quarterly).