

VIRTUAL Meeting

MVRWMC - Special Meeting
Thursday, 19 June · 17:00 – 19:30
Time zone: America/Edmonton

Google Meet joining info

Video call link: <https://meet.google.com/aiv-yakb-iqq>

1.0 Call to Order - Chair

2.0 Agenda

- Additions or deletions of the agenda.
- Adoption of Agenda.

3.0 Business

3.1 Circular Materials – Master Services Agreement

- Overview of Statement of Work
- Compensation Proposal for Recycling Depots

3.2 Landfill Capital Budget Amendment

- Weigh scale recommendation

3.3 Statement of Financial Results (Deferred)

- (Unaudited) Financial performance to March 31st, 2025.

4.0 Next Meetings, Events

Meetings will be held at 9:00 am at the Mountain View County Offices (Unless specified otherwise)

- July 21st, 2025 – Regular Meeting (Preliminary Budget)
- September 22nd, 2025 – Regular Meeting (Final Budget)
- December 8th, 2025 – Organizational Meeting
- December 8th, 2025 – Regular Meeting (After Org. meeting)

5.0 Adjournment



Mountain View Regional Waste Management Commission

Request for Decision

Meeting Date: June 19th, 2025

Reference: 100/2025.03

TITLE: 3.1 – Circular Materials Master Services Agreement

RECOMMENDATION:

THAT the MVRWMC Board direct Administration to execute the Master Services Agreement and Statement of Work with Circular Materials as presented.

Background:

Administration has completed negotiations with Circular Materials for provision of recycling services at the Commission's Didsbury, Sundre and Water Valley sites. The proposal outlines the services to be provided by both CM, and its contractor Empringham Disposal, and the Commission.

As part of the long-awaited Extended Producer Responsibility ("EPR") program, Circular Materials has provided the Commission with two contracts governing the provision of services to begin on July 1st, 2025. An overview of the two contracts to be executed by the Commission is presented below:

1. Master Services Agreement

- In the MSA, is primarily a "boiler-plate" style legal contract outlining the representations and warranties of both parties, termination provisions, contract conditions etc.
- Contract term is tied to the Statement of Work which is primary term of 5 years, followed by 3 options to extend for a total of 5 additional years.
- The Commission may terminate the contract without cause at any time upon 18 months written notice. In the unlikely event of a financial breach (non-payment) by CM, the Commission can terminate the contract within 60 days of the breach, and then 30 days after servicing notice to terminate.
- If the dispute cannot be resolved through meditation, both parties must submit to binding arbitration within 30 days of the mediation session.
- The MSA cannot be re-assigned.
- Change order provision is well defined, for example to address change of service levels or locations under the initial contract.

2. Statement of Work

- In the SoW, the Contractor is the Commission as it applies to the contract
- Outlines scope of work to be provided by Circular Materials including the product streams that will be supported including: Cardboard, mixed paper, glass, aluminum and tin cans, and plastics #1-7.
- The initial term of the MSA contract is for 5 years, expiring on September 30th, 2026, subject to extension provisions within the contract for up to 5 additional years.
- MVRWMC is NOT RESPONSIBLE for any of the contract hauling services related to recycling. Empringham Disposal Ltd. has been awarded the contract from Circular Materials for all three sites.
- **MVRWMC is to receive a monthly payment of \$6,144 per month (\$2,048 per site), subject to an annual inflation adjustment factor based on the Alberta average CPI index for the prior 12 months.**
- **MVRWMC is also eligible to receive \$0.083 per month for each residential home serviced. We are taking the position that all homes in Mountain View County will be eligible as MV County is the only member not on a municipal collection system. Based on 2021 census data the County had 5,743 residents. Estimated revenue stream that must be directed to education and promotion is \$478 per month.**
- The Commission's obligations include provided a space for the recycle bins, best efforts to reduce quantity of Out-of-Scope Materials to less than 4% (Contamination in other words).
- The recycling services will only be available during the regular operating hours of the Commission's sites. This is intended to limit contamination and provide general oversight of the public using these services.
- The Commission will be responsible for the primary communication and promotion within the region. (Subject to Circular Material approval)
- Administratively, the Commission is required to provide record keeping and reporting of materials collected, weight etc. We will work with Empringham to ensure their invoices and bill-of-lading satisfy the collection of this data directly from the hauler.

The form of contracts as presented are the standard Circular Materials contracts used province wide for "Opt-Out Depots" and as such are non-negotiable related to changes to the wording of either contract. The Commission was able to negotiate the monthly payment up from the initial "blanket depot rate" proposed of \$1000 per site. Administration provided Circular Materials with a more comprehensive breakdown of costs including administration and even amortization of capital assets, which was accepted by CM without pushback.

Estimated revenue for 2025 budget year will be \$30,720 which was not included in the 2025 operating budget. Full-year recycling revenue will be included in the 2026 operating budget estimated at roughly \$76,000. For 2026 and beyond, the revenue from this contract will lower the municipal fee for services charged to member communities.

Recommendation:

Administration recommends the Board accept the proposal from CM for compensation of \$6,144 per month to provide recycling sites at Didsbury, Sundre and Water Valley commencing July 1st, 2025.

Attachments:

1. Circular Materials – Master Services Agreement 2024-00-112(DRAFT)
2. Circular Materials – Statement of Work for Community Depot Operations (DRAFT)
- 3.

Prepared: Michael Wuetherick, P.Eng., Chief Administrative Officer, MVRWMC

MASTER SERVICES AGREEMENT

for

**SERVICES RELATED TO SINGLE-USE PRODUCTS, PACKAGING AND PAPER PRODUCTS
(PPP)**

Number 2024-00-112



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DRAFT

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

Between

Mountain View Regional Waste Management Commission, a Waste Management Commission, having a place of business at PO Box 2130, Didsbury, AB, T0M 0M0 (“**Contractor**”)

And

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

RECITALS

WHEREAS, CM is the Producer Responsibility Organization registered with Alberta Recycling Management Authority (the “**Authority**”) for PPP; and

WHEREAS, CM issued an offer to the Contractor in connection with the collection of PPP and related services; and

WHEREAS, Contractor and CM (each a “**Party**”, and collectively the “**Parties**”) jointly desire to enter into this MSA respecting the collection of PPP and related services for the applicable Registered Community as set out in one or more Statements of Work which, once such Statements of Work are duly executed, shall form part of, and be subject to and governed by, this MSA; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this MSA;

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

“**Applicable Law**” means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this MSA or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any

governmental or regulatory authority. Without limiting the foregoing, Applicable Law shall include the *Freedom of Information and Protection of Privacy Act* (Alberta).

"Business Day" means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Alberta.

"Bylaws" means the Single-use Products, Packaging and Paper Products Bylaws developed by the Authority under the Regulation, as amended or replaced from time to time.

"Change Notice" has the meaning set in Section 8.8(a) of this MSA.

"Change Order" has the meaning set in Section 8.8(f) of this MSA.

"Collection Data" means all data or information pertaining to Equipment or PPP or other aspects of the Work or activities involving any of the foregoing that is collected, generated or observed pursuant to this MSA, including any Statement of Work, or otherwise in the course of the Work. The Collection Data includes data and information expressly required to be delivered by the Contractor to CM pursuant to this MSA.

"Collection Vehicle" means a vehicle used to perform collection services.

"Contract Price" means the total price payable under this MSA, as set forth in the Statements of Work.

"Contractor Default" means a failure of the Contractor to comply with the requirements of this MSA or unsatisfactory performance of the Contractor's obligations under this MSA, other than a Material Contractor Default.

"Cost Estimate" has the meaning set out in Section 8.8(b) of this MSA.

"Effective Date" has the meaning set out above in this MSA.

"Equipment" means all vehicles, including Collection Vehicles and Hauling Vehicles, machinery, apparatus and other items used in completing the Work.

"Hauling Vehicle" means a vehicle used to perform hauling services.

"Intellectual Property Rights" means all intellectual property rights as recognized under any Applicable Law, including rights in and to patents, trade secrets, proprietary information, copyright, trademarks, industrial designs, and design patents whether or not registered or registrable and other rights in intellectual property of the same or similar effect or nature relating to the foregoing and any component thereof throughout the world.

"Legislative Change" means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CM in its sole and absolute discretion.

“Losses and Claims” means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).

“Material Contractor Default” means the Contractor has committed any of the following acts or omissions:

- (a) disposing of any PPP that was collected as part of this MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a Person not expressly permitted by this MSA;
- (b) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CM;
- (c) failing to comply with the MSA, including any Statements of Work, in a manner that results in CM or producers becoming non-compliant with the Regulation, Bylaws or any applicable policy of the Authority; or
- (d) abandoning the Work.

“Pandemic Conditions” means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Alberta Ministry of Jobs, Economy and Trade, and the Chief Medical Officer of Health) and industry associations relating to an epidemic or a pandemic which are or may come into effect, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

“Person” means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, and any federal, provincial, territorial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

“PPP” means single-use products, packaging, packaging-like products and paper products as designated materials for the purposes of sections 1 to 11 and Part 1 of the Regulation pursuant to section 13 of the Regulation, except in the context of a Statement of Work it has the meaning set out in such Statement of Work to the extent expressly set out otherwise in such Statement of Work.

“Prime” means the Bank of Canada’s target for the overnight (interest) rate, as posted from time to time.

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

“Registered Community” means a community which has registered with the Authority in accordance with the Bylaws.

“Regulation” means the *Extended Producer Responsibility Regulation*, AR 194/2022 under the *Environmental Protection and Enhancement Act* (Alberta), as amended or replaced from time to time.

“Residential Premises” has the meaning set out in the Regulation.

“Statement of Work” means a statement of work entered into between CM and the Contractor attached as Schedule A.

“Statement of Work Effective Date” means the applicable date on which the Work commences in a Registered Community.

“Subcontractor” means a subcontractor employed by the Contractor pursuant to Section 5.2.

“Unusually Severe Adverse Weather Conditions” means unusually severe adverse weather conditions at the place of the Work which:

- (a) are different from those normally and customarily experienced at the place of the Work (as documented by weather data from Environment Canada) over the past twenty (20) years taking into consideration severity, duration and time of year conditions; and
- (b) preclude the safe performance of the Work.

“Work” means the performance of services including the supply of all materials, Equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this MSA, including the Statements of Work and any Change Orders agreed to by the Parties.

1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in Section 1.1 or elsewhere in this MSA shall be given their common and ordinary meaning.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, required, approved, or sanctioned by or satisfactory to CM or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this MSA denotes permissive.
- (e) The words shall and will in this MSA denote imperative.

- (f) Any capitalized term used in this MSA that is not defined in Section 1.1 or elsewhere in this MSA will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this MSA are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this MSA, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- (k) Any references in this MSA to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) Attached to and forming an integral part of this MSA are the following schedules (including exhibits to the schedules):
 - (i) Schedule A – Statements of Work; and
 - (ii) Schedule B – Insurance Requirements.
- (m) This MSA shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties. In the event of any inconsistency between any of the provisions of this MSA, the inconsistency will be resolved by reference to the following in descending order of priority:
 - (i) Amendments to the Statements of Work;
 - (ii) Statements of Work;
 - (iii) Amendment to the other portions of this MSA made in accordance with the requirements of this MSA, including Change Orders; and
 - (iv) Other portions of this MSA.

ARTICLE 2 TERM

2.1 Term

- (a) This MSA shall remain in effect from the Effective Date until all Statements of Work have expired or been terminated, unless this MSA is terminated as described in Sections 7.3 and 7.4, or as otherwise provided for in this MSA.
- (b) CM and the Contractor may, by Change Order, extend a Statement of Work. Any such extension shall be under the terms and conditions of this MSA and the Statement of Work, as amended by CM and Contractor from time to time.
- (c) CM and the Contractor each reserve the right to terminate this MSA or a Statement of Work in accordance with Section 7.4, or as otherwise provided for in this MSA. Termination shall not affect either party's rights to make a claim against the other party for the damages on account for such a breach.

ARTICLE 3 SCOPE OF WORK

3.1 Service Provision

- (a) The Contractor shall provide all materials, personnel, and Equipment as required to provide the Work.
- (b) All Applicable Law shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Law, which in any manner affect the Work, those engaged or employed in the Work, or in the facilities or Equipment used in the Work, and no plea of misunderstanding will be considered on account of ignorance.
- (c) If, during the term of this MSA, there is a change in Applicable Law which is in effect as of a Statement of Work Effective Date that results in a material impact on the performance of any act required by the Statement of Work applicable to such Statement of Work Effective Date, the Parties shall renegotiate the provisions of this MSA, including the Statement of Work, using a Change Order pursuant to Section 8.8. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of this MSA.
- (d) CM is committed to diverting PPP from disposal and achieving efficiencies in the Work. To this end CM will continue to explore new methods and technologies and, as a proposed change in the Work, 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.

3.2 Environmental Attributes

- (a) **“Environmental Attributes”** means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the performance of the Work under this MSA. Any Environmental Attributes resulting from the Work performed under this MSA shall be and remain the sole property of CM for its exclusive use. The Contractor hereby transfers and assigns to, or to the extent transfer or assignment is not permitted, holds in trust for, CM who thereafter shall retain, all rights, title, and interest in all Environmental Attributes associated with the Work during the term of this MSA, and Contractor shall do all acts necessary to effect the foregoing.
- (b) For greater certainty, Section 3.2(a) does not include or apply to any Environmental Attributes arising from activities and operations facilitated by the Contractor’s investment prior to the Effective Date or not associated with the Work. Ownership of such Environmental Attributes shall belong solely to the Contractor.

3.3 Labour Disruption

- (a) If there is a lawful or legal strike, lockout, or work slowdown or other lawful or legal labour disruption or job action during the term of this MSA (the **“Lawful LD Period”**), the Contractor shall, during the Lawful LD Period, conditional on the municipal council’s approval of the Contractor’s overall labour disruption contingency plan if council approval is required, make best efforts to:
 - (i) Encourage Residential Premises who do not receive collection services because of the Lawful LD Period, to separate and retain their PPP and not place such PPP out for collection during the Lawful LD Period.
 - (ii) Provide continued collection of PPP from Residential Premises that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver PPP collected from those Residential Premises to third party receivers designated by CM where the provision of such continued services will not, in the Contractor’s sole discretion, adversely affect the Contractor’s labour negotiations.
- (b) If the Contractor’s employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of this MSA (the **“Unlawful LD Period”**) that remains unresolved for a period of 30 calendar days, CM may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA to the contrary, during the Lawful LD Period or Unlawful LD Period, as applicable, the Contractor will not invoice CM for the cost of collecting the PPP from Registered Communities that do not receive collection services pursuant to this MSA.
- (d) In the event of a conflict or inconsistency between this Section 3.3 and the *Labour Relations Code* (Alberta), the *Labour Relations Code* (Alberta) shall govern and the Contractor shall immediately inform CM.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Contractor represents and warrants to and covenants with CM that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this MSA;
- (b) it has full power, authority, and right to execute and deliver this MSA, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this MSA in accordance with its terms. This MSA has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor and the execution and delivery of this MSA and the consummation of the matters contemplated by this MSA have been duly authorized by all necessary corporate and other actions on the part of the Contractor;
- (c) if applicable, it has consulted with any communities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such communities or members of the Contractor, as the case may be;
- (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;
- (e) as of the Effective Date, and throughout the term of this MSA, the Contractor has no exclusivity arrangements with any Subcontractor that obligates the Contractor to utilize that Subcontractor in the performance of the Work except for those disclosed in writing to CM; and
- (f) in performing its obligations under this MSA, the Contractor shall exercise the standard of care, skill, judgment, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services and work.

ARTICLE 5 CONTRACTOR MANAGEMENT

5.1 Record Keeping and Reporting Requirements

- (a) Through the performance of the Work the Contractor shall prepare, maintain, and deliver records generated in accordance with the provisions of this MSA, including any Statement of Work, which shall include an annual fuel usage report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CM may at any time, and from time to time, waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency

of any report, but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in this MSA.

- (c) For clarity, nothing in this Section 5.1 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

5.2 Subcontractors

- (a) The Contractor may, subject to this Section 5.2, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause the Subcontractors to, perform the Work in accordance with the provisions of this MSA.
- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CM, upon request, with a copy of subcontracts entered into between the Contractor and its Subcontractors, and all applicable amendments and changes, redacted to prevent disclosure of commercial information.
- (c) The Contractor shall in all cases be fully responsible to CM for all of its obligations under this MSA that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CM.

5.3 Access to the Work

- (a) Without limiting the generality of any other provision in this MSA, at all times requested by CM during operating hours upon at least 2 Business Day's 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 Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CM may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.
- (b) If any Work is found by CM, acting reasonably, not to be in accordance with the requirements of this MSA, the Contractor shall, at no expense to CM, make good such defective Work.
- (c) CM, and other parties identified by CM, shall be entitled to use information obtained pursuant to this Section 5.3 for the administration of this MSA and any internal purposes.

5.4 Contingency Plan

In the event of a Contractor Default or a Material Contractor Default, CM may direct the Contractor, at the Contractor's expense, to:

- (a) prepare and present to CM, for review and approval, a contingency plan ("**Contingency Plan**") as soon as practical, but not later than five (5) Business Days after the earlier of the Contractor becoming aware of, or CM notifying the Contractor of, Work that is not compliant with the terms of this MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future; and
- (b) commence the implementation of the Contingency Plan approved by CM as soon as practical, but not later than within two (2) Business Days of CM approving the Contingency Plan; and
- (c) otherwise take all measures necessary to address the Work that is not compliant with the terms of this MSA.

ARTICLE 6 COMPENSATION

6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

6.2 Documentation and Payment

- (a) CM may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CM and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CM or the Contractor or in any way be deemed to supersede or amend this MSA or any Statement of Work or be considered to form part of this MSA or any Statement of Work.
- (b) CM shall pay the Contract Price for the Work performed, in accordance with the requirements of the MSA and each applicable Statement of Work within thirty (30) calendar days of the last day of the previous calendar month.
- (c) For clarity, CM shall have no obligation to make any payments in respect of a calendar month until CM has received all items required from the Contractor in respect of such calendar month pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CM, acting reasonably.
- (d) 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.
- (e) Price adjustments may be made pursuant to Section 6.4.

- (f) The Contractor shall inform CM of any payment errors that result in overpayment by CM in a timely manner by issuing a written notice informing CM of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CM within thirty (30) calendar days.

6.3 Taxes

- (a) Except for applicable taxes payable by CM pursuant to any Statements of Work, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this MSA or any Statements of Work, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

6.4 Price Adjustment

- (a) Price adjustments may be specified in a Statement of Work.

6.5 Monies Due to CM

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

6.6 Other Requirements

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

6.7 Interest

- (a) The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days following the date on which payment is due on account of delay in payment by CM, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.

6.8 Limited Liabilities

- (a) Subject to Section 6.8(b), the total cumulative liability of the Contractor to CM for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CM's reasonable estimate of the Contract Price expected to be paid

to the Contractor for the Work during the first twelve (12) months after the Effective Date (the “**Contractor Liability Threshold**”).

- (b) The Contractor Liability Threshold and Section 6.8(a) shall not apply to any Losses and Claims arising out of, or in consequence of, any one or more of the following for which there shall be no limit of liability:
 - (i) all costs to complete the Work, in accordance with this MSA, including the applicable Statements of Work, that are in excess of Contract Price; and
 - (ii) indemnification by the Contractor as set out in Section 7.2(a).
- (c) The total cumulative liability of CM to the Contractor for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CM’s reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the “**CM Liability Threshold**”).

ARTICLE 7

FAILURE TO PERFORM, REMEDIES AND TERMINATION

7.1 Time of the Essence

- (a) Time shall be of the essence for the performance of the Contractor’s obligations under this MSA, including the performance and completion of the Work. The Work shall be delivered within the time promised, failing which CM reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.4 without penalty or prejudice to any other right to remedy available to CM.
- (b) In a case that the Contractor fails to perform the Work in accordance with the terms, conditions and specifications of this MSA, including any Statements of Work, CM may give the Contractor notice as a written warning detailing the performance failure.

7.2 Responsibility for Damages/Indemnification

- (a) Contractor Indemnity:
 - (i) The Contractor shall indemnify and hold harmless CM and its officers, directors, employees, agents and representatives (collectively, the “**CM Indemnitees**”) from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to:

- (i) bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under this MSA;
 - (ii) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to Section 4.1(f);
 - (iii) failure to comply with, or breach of, any of the Contractor's obligations under this MSA;
 - (iv) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under this MSA; or
 - (v) any breaches, assessments, fines, penalties, orders or allegations of non-compliance under Applicable Law, including the Regulation, Bylaws or any applicable policy of the Authority directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this MSA by CM.
- (ii) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold the CM Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether willful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
- (iii) Notwithstanding any other provision in this MSA, indemnification by the Contractor pursuant to this Section 7.2(a) shall include claims, demands, actions, suits and other proceeding by Persons against the CM Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
- (iv) The Contractor acknowledges that CM holds the benefit of any provision in this MSA, including under this Section 7.2(a).
- (b) CM Indemnity

- (i) CM shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "**Contractor Indemnitees**") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to any grossly negligent acts or omissions by, or willful misconduct of, CM, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.3 Force Majeure

- (a) Subject to Section 7.3(b), "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CM or the Contractor (other than a lack of funds or other financial reason) including the following:
 - (i) Unusually Severe Adverse Weather Conditions; and
 - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Registered Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
 - (iv) the quantity of PPP collected or received differs from the Contractor's expectations;
 - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
 - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.
- (c) Circumstances relating to Pandemic Conditions shall not be regarded as a Force Majeure Event.

- (d) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this MSA.
- (e) In the event that either 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, then either Party shall forthwith notify the other in writing and CM shall:
 - (i) terminate this MSA or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made;
 - (ii) perform, or engage others to perform, the obligations under this MSA that are impacted by the Force Majeure Event; and/or
 - (iii) authorize the Contractor to continue the performance of this MSA in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this MSA shall be immediately terminated with no further obligations by either Party.
- (f) For clarity, the Contractor shall not be entitled to be paid for obligations under this MSA that it does not perform as a result of a Force Majeure Event.
- (g) For the purposes of clarification and notwithstanding any other provision in this MSA, the Contractor shall be solely responsible for maintaining all Work, including collection services, as applicable, in all circumstances that are not Force Majeure Events, in compliance with the requirements of this MSA.

7.4 MSA Termination

- (a) Any termination of this MSA or termination of the Contractor's right to perform the Work (or any part thereof) by CM shall be without prejudice to any other rights or remedies CM may have.
- (b) Without prejudice to any other right or remedy CM may have under this MSA, CM may terminate this MSA, or any Statements of Work, or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
 - (i) notwithstanding any other section of this MSA, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;
 - (ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;
 - (iii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within the time specified in a Contingency Plan

approved by CM in accordance with Section 5.4, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and

- (iv) if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. Without limiting the generality of the foregoing, CM may exercise the right of termination provided for in this Section 7.4(b)(iv), if the Parties cannot agree upon a Change Order in respect of a Communications pursuant to Section 8.16.
- (c) If CM terminates this MSA or any Statement of Work as noted above, CM is entitled to:
- (i) Take possession immediately of all the PPP;
 - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CM by reason of the Contractor's default under Sections 7.4(b)(ii) or 7.4(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CM terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.4(b)(iv), then, subject to the other provisions of this MSA, CM shall only be required to pay the Contractor for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.
- (e) The Contractor may terminate this MSA, or any Statements of Work, as follows:
- (i) without cause at any time, upon eighteen (18) 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 within sixty (60) days after receipt of a notice of non-payment, the Contractor may terminate this MSA with thirty (30) days' notice; and
 - (iii) for breach of CM's confidentiality obligations under Section 8.12 of this MSA, if CM has failed to cure such breach of confidentiality within sixty (60) days after receipt of a notice of such breach, the Contractor may terminate this MSA with thirty (30) days' notice.

7.5 Remedies

- (a) The rights and remedies of CM as set forth in any provision of this MSA, including Section 7.4, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or otherwise.

- (b) The exercise of any remedy provided by this MSA does not relieve the Contractor from any liability remaining under this MSA.
- (c) CM may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CM plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.4(c).
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such waiver is sought to be enforced. Except as otherwise set forth in this MSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MSA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this MSA on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

7.6 Disputes

- (a) If there is a dispute between CM and the Contractor as to their respective rights and obligations, the Parties shall use the following dispute resolution procedures to resolve such dispute:
 - (i) The Parties shall attempt to resolve the dispute through informal discussions;
 - (ii) If, after a period of ten (10) Business Days, either Party believes the dispute will not be resolved through informal discussion, the dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between CM and the Contractor. The mediator will be appointed jointly by the Parties; and
 - (iii) If the Parties are unable to resolve the dispute within a period of thirty (30) calendar days after the first mediation session, the dispute shall be resolved through binding arbitration in accordance with Section 7.7.

7.7 Arbitration

- (a) As provided for in Section 7.6(a)(iii), disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, RSA 2000, C A-43 ("**Arbitration Act**"), as amended from time to time.
- (b) CM and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitration Act, as amended.

- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this MSA or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this MSA or any Statement of Work, nor shall the arbitrator modify or amend any of this MSA terms.
- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CM's receipt of the notice specified in Section 7.7(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.8 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this MSA shall be instituted in the courts of the City of Calgary, Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Law

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

8.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Law and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Law, including all Applicable Law related to the environment and health and safety. If there is a conflict between the standards required by Applicable Law, then Contractor shall

perform and complete the Work in compliance with the higher or more rigorous standard.

- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

8.3 Assignment

This MSA enures to the benefit of and is binding upon the Contractor and CM and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this MSA, including any rights or obligations under this MSA, or its power to execute such MSA, without the prior written consent of CM.

8.4 Contractor to Make Examinations

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this MSA, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this MSA was based upon such investigation and research, and that it shall make no claim against CM because of any of the estimates, statements or interpretations made by any officer or agent of CM that may be erroneous.

8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer, financial and service accounts, books and records, as applicable to the Work, including records related to arranging, establishing or operating a collection system and records related to arranging, establishing or operating a promotion and education program, in each case in accordance with the Regulation, Bylaws and any applicable policy of the Authority (collectively, the "**Records**") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CM. In addition, the Contractor shall maintain in its head office reporting records and billing records pertaining to this MSA that are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Records shall include such reporting records and billing records and all records and payments under this MSA, as adjusted for additional and deleted services provided under this MSA. CM shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit implemented in accordance with the Regulation, Bylaws or any applicable policy of the Authority) and review purposes.
- (b) The Contractor shall make available copies of certified weigh scale records for PPP collected under this MSA on request within two (2) Business Days of the request by CM. The weigh scale records may be requested for any period during the term of this MSA.

- (c) All records related to this MSA, including the Records, shall be maintained, and access granted pursuant to this Section 8.5, throughout the term of this MSA and for at least five (5) years thereafter.

8.6 Insurance

- (a) Each of Contractor and CM shall comply with the insurance obligations set out in Schedule B.

8.7 Changes to MSA

- (a) Changes to this MSA, including any Statement of Work, may only be made in writing signed by duly authorized representatives of both Parties.
- (b) No Party shall have any obligation with respect to the implementation of a Change Order unless or until the Parties have reached agreement in writing and the Parties have entered into a Statement of Work in respect of such change.

8.8 Change Management

- (a) CM shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CM deems it prudent to require a change in the Work, CM shall notify the Contractor of the proposed change in the Work in writing ("**Change Notice**").
- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "**Cost Estimate**"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CM within a period of fifteen (15) Business Days or other timeline agreed to with CM in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor's obligations under this MSA is required;
 - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this MSA;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this MSA; and
 - (iv) Any change in the Contractor's costs.
- (d) As soon as practicable after CM receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating

that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CM, acting reasonably.

- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CM, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to the Statement of Work ("**Change Order**") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CM that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.
- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (h) Contractor's Proposed Change in the Work:
 - (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this MSA, it must notify CM in writing. The Contractor, in proposing a change in the Work, agrees to provide CM with the following information and details in writing:
 - (i) A description of the proposed change in the Work in sufficient detail, to enable CM to evaluate it in full;
 - (ii) Reasons in support of the Contractor's proposed change in Work;
 - (iii) Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
 - (iv) Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
 - (v) Identify an appropriate timeframe for the implementation of the change in Work.

- (ii) CM agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
 - (i) A change in the Contract Price will occur;
 - (ii) The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - (iii) The change will interfere with any relationship of CM with third parties;
 - (iv) The financial strength of the Contractor is sufficient to perform the change; and
 - (v) The change materially affects the risks or costs to which CM is exposed.
 - (iii) If CM accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this MSA. Where CM accepts the Contractor's change proposal CM shall notify the Contractor in a timely manner.
 - (iv) If CM rejects the Contractor's change proposal, CM shall provide written reasons outlining the basis upon which the change in Work is not accepted by CM.
 - (v) Unless CM specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
 - (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.

8.9 Conflicts and Omissions

- (a) Neither Party to this MSA shall take advantage of any apparent error or omission in this MSA or any Statement of Work. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated,

which may be implied as included in this MSA, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.

- (b) If the Contractor discovers any provision in this MSA which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CM in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CM.

8.10 Duty to Notify

- (a) As may be further specified in a Statement of Work, if the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this MSA, then the Contractor shall immediately after becoming aware of same, notify CM, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CM to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CM as reasonably requested by CM but not less frequently than monthly unless otherwise agreed to in writing by CM.
- (b) The Contractor shall have the appropriate crisis management protocols and procedures in place to manage an operational, reputational, or other crisis related incident and share these plans with CM upon the execution of this MSA. CM will review such plans and may request modification to ensure alignment within its crisis management protocols and procedures.

8.11 Intellectual Property

- (a) Subject to Sections 8.11(b) or 8.11(c) of this MSA, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the Contractor in connection with this MSA (collectively, "**Documentation**") are the property of CM or such other entity as identified by CM, and the Contractor shall use such Documentation only as is necessary to perform the Work in accordance with this MSA or as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.
- (b) Notwithstanding any other provisions in Section 8.11, the Documentation that is subject to disclosure obligations or requirements to safeguard personal information for privacy purposes under the *Freedom of Information and Protection of Privacy Act* (Alberta), an administrative or court order, and Documentation the content of which was ordinarily disclosed by the Contractor to the public in the normal course of its operations before the Effective Date, does not become part of the property of CM pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Law indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.
- (c) CM acknowledges and agrees that any Documentation, regardless of whether the property of CM pursuant to Section 8.11(a), may be a record for which the Contractor may have record retention and record destruction obligations pursuant to Applicable Law. Where such requirements imposed on the Contractor conflict with requirements

that CM may have with respect to the same Documentation, the Contractor shall not be considered to be breaching this MSA, and the Parties will cooperate fully in resolving the matter.

- (d) Title to and all property right, title and interest in the Documentation and all Intellectual Property Rights in the Work, including all Intellectual Property Rights and personal property rights in or to the foregoing, shall transfer and are hereby assigned to CM free and clear of all encumbrances upon CM making any payment in accordance with this MSA which is attributable, either in whole or in part, to the relevant Work.
- (e) The Contractor acknowledges and agrees that CM shall have full ownership of all personal property rights and Intellectual Property Rights in any and all Documentation and all Intellectual Property Rights in the Work in accordance with the terms of this MSA.
- (f) The Contractor hereby waives all rights, including any and all moral rights, in and to the Work and Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavor to obtain from all of the subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Work and Documentation (including any Intellectual Property Rights therein or related thereto) to CM.
- (g) 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 without restriction, and CM acknowledges and agrees that the Contractor shall be entitled to use the Documentation in accordance with the Contractor's obligations under Applicable Law as set out in Section 8.11(b) and 8.11(c). To the extent the Contractor owns or possesses any Intellectual Property Rights required for full exploitation of the Work or Documentation, the Contractor hereby grants to CM a worldwide, exclusive, royalty-free, fully paid-up, transferable (to successors and assigns, including as a result of the acquisition of all or substantially all of the shares or assets of 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 Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CM to exploit the Work and Documentation.

8.12 Confidentiality Covenant

- (a) Confidential Information means information of or relating to a Party (the "**Disclosing Party**") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other Party (the "**Receiving Party**") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all

technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this MSA. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws ("**Confidential Information**").

- (b) The Receiving Party shall:
 - (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
 - (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this MSA;
 - (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this MSA and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and
 - (iv) be responsible for any breach of this MSA by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- (d) Upon expiry or termination of this MSA, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- (e) Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Law relating to privacy ("**Privacy Laws**") in the performance of its obligations under this MSA, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CM to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CM to exercise their rights and to perform their obligations under this MSA as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CM of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CM which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal

any such demand or request. Contractor will immediately notify CM if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this MSA.

- (f) Each Party agrees and acknowledges that any violation of this Section 8.12 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.12 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

8.13 Severability

- (a) If, for any reason, any part, term, or provision of this MSA is held by a court of the Province of Alberta to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this MSA did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Alberta or federal law, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.14 Survival

All provisions of this MSA which expressly or by their nature survive the expiry or termination of this MSA shall survive the expiry or termination of this MSA, including the following: Section 6.8 (Limited Liabilities), Section 7.2 (Responsibility for Damages/Indemnification), Section 7.4 (MSA Termination), Section 8.11 (Intellectual Property) and Section 8.12 (Confidentiality Covenant).

8.15 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this MSA or carrying out the intention or facilitating the performance of the terms of this MSA.

8.16 Revisions to this MSA

Except as otherwise expressly stated in this MSA, no amendment, supplement, modification or waiver or termination of this MSA and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CM may propose any revisions to this MSA necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "**Communications**"), and CM will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Such revision

shall automatically have effect from the date of the Change Order, if any, related to such Communications. CM shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

8.17 Counterparts

This MSA may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this MSA may be executed by electronic signature. CM and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this MSA.

8.18 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this MSA must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

To CM:

Circular Materials
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Managing Director – Alberta
Email: procurement@circularmaterials.ca

To Contractor:

Mountain View Regional Waste Management Commission
PO Box 2130
Didsbury, AB T0M 0M0
Attention: Office Manager
Email: lmiller@mountainviewwaste.ca

**ARTICLE 9
MSA SCHEDULE**

9.1 MSA Schedule

Attached to and forming an integral part of this MSA are:

- Schedule A – Statement(s) of Work
- Schedule B – Insurance Requirements

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

Mountain View Regional Waste Management Commission

B
y
:

Name: Michael Wutherick
Title: Chief Administrative Officer

B
y
:

Name:
Title:

We have authority to bind the Contractor.

Circular Materials

:

Name: Allen Langdon
Title: CEO

I have authority to bind CM.

Schedule A – Statements of Work

Note: See attached

DRAFT

Schedule B – Insurance Requirements

- (a) The Contractor shall, at its own expense, obtain and maintain the following insurance coverage:
- (i) throughout the term of this MSA:
- A. Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. Where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial Comprehensive General Liability insurance was purchased for same and as if CM were included in such policy as an additional insured). Such policy shall have a deductible not exceeding \$100,000 per occurrence, or, where contractor is unable to obtain a deductible not exceeding \$100,000 per occurrence, CM may, in its sole discretion approve a higher deductible amount. The commercial general liability policy is to contain, or be endorsed to contain, the following provisions:
- (i) The policy shall include CM as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this MSA, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers' liability, cross liability and severability of interest clauses;
- (ii) The Contractor's insurance coverage shall be the primary insurance with respect to CM and its officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CM shall be more than the Contractor's insurance and shall not contribute with it; and
- (iii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- B. For all statements of work involving depots, "all risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed (including all depots, if any) and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures. Such insurance shall provide for a waiver of subrogation in favour of CM.

- (b) if applicable, during any period in which Work is being performed under a Curbside Collection Statement of Work or Depot Operations and Transfer Statement of Work or Depot Operations, Transfer and Processing Statement of Work, Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in the execution of this MSA. The policy shall be endorsed to provide contractual liability coverage;
- (c) if applicable, during any period in which Work is being performed under a Curbside Collection Statement of Work or Depot Operations, Transfer and Processing Statement of Work, Sudden and Accidental Pollution Liability Insurance covering the Work and services described in this MSA including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this MSA. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars;
- (d) If applicable, during any period in which Work is being performed under a Depot Operations Statement of Work or Depot Operations and Transfer Statement of Work, Contractor will seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability, with typical environmental impairment liability insurance for the Services having a limit of not less than \$1,000,000 (one million dollars) per occurrence with a deductible not greater than \$100,000 (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);
- (e) Policies for the above must be kept continuous throughout the term of the applicable SOW. If any of the above policies are being cancelled, the Contractor shall notify CM in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of CM. CM reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CM may reasonably require.
- (f) The Contractor shall not commence Work until documentation evidencing the insurance requirements of the Contractor, has been filed and accepted by CM. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (g) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor. Where the Contractor engages a Subcontractor to perform all Work identified in this Agreement or SOW, the Subcontractor shall be solely responsible for obtaining and maintaining the insurance coverage specified in this Schedule B. The Contractor will not be required to obtain or maintain this coverage. The Contractor and CM shall be included as additional insureds on the Subcontractor's insurance policy.

SCHEDULE A-1
STATEMENT OF WORK FOR COMMUNITY DEPOT OPERATIONS
for
MASTER SERVICES AGREEMENT
Number 2024-00-112



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STATEMENT OF WORK

STATEMENT OF WORK NUMBER: 01

This statement of work ("**Statement of Work**") is incorporated into and forms part of the Master Services Agreement ("**MSA**"), made as of _____ between Mountain View Regional Waste Management Commission, a Waste Management Commission, having a place of business at PO Box 2130, Didsbury, AB, T0M 0M0 ("**Contractor**") and Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto, ON, M4V 1K6 ("**CM**", and with the Contractor, each a "Party" and collectively the "**Parties**"), with an effective date of _____ (the "**Statement of Work Effective Date**").

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

1. Beginning on the Service Commencement Date, the Contractor shall perform the Work required by this Statement of Work for all Depots listed in Exhibit 2.
2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
3. The period during which the Work required by this Statement of Work is to be performed is from the Service Commencement Date, until September 30, 2026. Pursuant to Section 2.1(b) of the MSA, CM and the Contractor may, by Change Order, extend this Statement of Work for up to two (2) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".
4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes applicable taxes. Applicable taxes are payable by CM to the Contractor on the price of the Statement of Work.
5. In the event of the termination of the MSA in accordance with Section 7.4 of the MSA, CM shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CM shall not be liable to make any other payments in connection with this Statement of Work resulting from such termination of the MSA.
6. Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
7. Attached and forming an integral part of this Statement of Work are the following exhibits:
 - i. Exhibit 1 – Scope of Work and Other Provisions;
 - ii. Exhibit 2 – Depots in Registered Communities;
 - iii. Exhibit 3 – PPP Depot Collection Streams;
 - iv. Exhibit 4 – PPP Master List by Category;
 - v. Exhibit 5 – Compensation.

[Remainder of Page Intentionally Left Blank]

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

Mountain View Regional Waste Management Commission

By: _____
Name: Michael Wutherick
Title: Chief Administrative Officer

By: _____
Name:
Title:

We have authority to bind the Contractor.

Circular Materials

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CM.

EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

“Base Depot Operation Compensation” has the meaning set out in Exhibit 5.

“Collection Services” means the Work required by this Statement of Work, which is the operation of Depots listed in Exhibit 2 for the collection of PPP.

“Depot” means a depot that receives PPP from Residential Premises, and which is listed in Exhibit 2.

“Hazardous Waste” means a hazardous and special product as set out in the Regulation.

“Multiple-Family Dwellings” means, collectively, (i) Multiple-Family Dwellings as defined in the Regulation, and (ii) sources agreed by the Parties to be Multiple-Family Dwellings for the purposes of the MSA.

“Out-of-Scope Material” means material which is not PPP.

“Resident Education Top Up” has the meaning set out in Exhibit 5.

“Residential Premises” means Single-Family Dwellings and Multiple-Family Dwellings but does not include institutional accommodations or visitor accommodations.

“Service Commencement Date” means July 1, 2025.

“Single-Family Dwellings” means, collectively, (i) Single-Family Dwellings as defined in the Regulation, and (ii) sources agreed by the Parties to be Single-Family Dwellings for the purposes of the MSA.

“SOW Term” has the meaning set out in the recitals to this Statement of Work.

“Statement of Work Effective Date” has the meaning set out in the recitals to this Statement of Work.

ARTICLE 2
SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

The Contractor shall provide Collection Services at the Depots listed in Exhibit 2

The Collection Services include receiving PPP from Residential Premises in the Registered Community(ies) and conducting quality control of received PPP and storage of PPP at each Depot listed in Exhibit 2.

- (a) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation.
- (b) The Contractor shall retain responsibility for, and control of, PPP at a Depot from receipt from Residential Premises through to pick-up by CM or a contractor identified by CM from time to time.
- (c) The Contractor shall work in coordination with CM and/or a contractor identified by CM to ensure timely pick-up of PPP from the Depot in a manner that maintains uninterrupted collection of PPP at the Depot.
- (d) Ownership of the PPP accepted at a Depot by the Contractor shall not transfer to the Contractor.
- (e) CM shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.

**ARTICLE 3
SERVICE PROVISION**

3.1 Addition or Removal of Depots

- (a) CM and the Contractor may add new Depots or remove existing Depots, and make related revisions to the relevant exhibits, by Change Order, pursuant to Section 8.7 of the MSA.

3.2 PPP to be Collected

- (a) The Contractor will collect the PPP listed in Exhibit 4 delivered by Residential Premises to a Depot and store for pick-up by CM and/or a Contractor designated by CM in the material streams as listed in Exhibit 3.
- (b) The Contractor will use best efforts to protect the collected PPP from weather including rain, snow and sun.
- (c) The Contractor will use best efforts to reduce the quantity of Out-of-Scope Material in collected PPP to no more than four per cent (4%) by weight.
- (d) If the average amount of Out-of-Scope Material in collected PPP picked up by CM, or a contractor identified by CM from time to time, from the Depots in any rolling six (6) month period exceeds four per cent (4%) the Contractor will, within ninety (90) calendar days, prepare and submit to CM a plan including the identification of sources of Out-of-Scope Material and strategies and supporting measures to mitigate the amounts of Out-of-Scope Material. The Contractor will implement the plan and provide quarterly reporting to CM detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, based on composition data provided by CM through their audit protocol, the Contractor will work with CM to establish additional changes and to adopt best practices recommended by CM.
- (e) The Contractor may not collect, and collected PPP may not contain, packaging containing Hazardous Waste.
- (f) PPP as set out in Exhibit 4 is to be collected from Residential Premises in the Registered Community Depot(s) listed in Exhibit 2, and in containers as agreed to by CM. If PPP is collected in multiple streams, the streams will be agreed to by CM.

3.3 Insurance

Without limiting the generality of Section 8.6 of the MSA, the Contractor shall obtain and maintain the "all risk" property insurance referred to in Section 8.6 of the MSA for all Depots.

3.4 Working Days and Hours of Operation for the Collection Services

- (a) The Contractor shall perform Collection Services at the Depots in Exhibit 2 on the same days and during the same hours as the Depots in Exhibit 2 were operated prior to July 1, 2025, unless otherwise approved by CM.
- (b) Collection Services from each Registered Community shall be as approved by CM, respecting provincial statutory holidays in keeping with Alberta labour laws.
- (c) The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, such overtime, rates for extra forces, and cost for any additional

requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractor's obligations under the MSA.

3.5 Promotion and Education

- (a) The Contractor will have primary responsibility for executing public promotion, education, and outreach programs incorporating CM-developed communications messages and images in Contractor's public promotion, education, and outreach programs as desired.
- (b) CM reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of PPP, including but not limited to recycling guides, website content and Depot signage.
- (c) Contractor must spend the total amount of the Resident Education Top Up payments, as defined in Section 1.1(b) of Exhibit 5, paid to Contractor on promotion, education, and outreach programs on an annual basis.
- (d) Contractor will have primary responsibility for providing customer service-oriented information such as hours of operation of the Depots.

ARTICLE 4
RECORD KEEPING AND REPORTING REQUIREMENTS

4.1 Record Keeping and Reporting Requirements

- (a) The Contractor shall provide an inventory of equipment for each Depot prior to the Service Commencement Date and shall submit an updated inventory of equipment for each Depot on an annual basis.
- (b) The Contractor shall retain records for the PPP that is collected including and not limited to a record of the number and types of containers picked up and, if available, weight in metric tonnes of each load picked up by CM or a contractor identified by CM.
- (c) If applicable, outbound weigh scale receipts must be maintained and made available upon request by CM in a format and manner acceptable to CM.
- (d) For greater certainty, the records required under this Section 4.1 of this Exhibit 1 shall be provided separately for each Depot listed in Exhibit 2.
- (e) CM may request from time to time, reports or information required for CM to comply with its reporting obligations to the Authority or under Applicable Law.

**ARTICLE 5
DOCUMENTATION AND PAYMENT**

5.1 Documentation and Payment

- (a) All monthly payments set forth will be payable in arrears, (subject to pro ration of any amount is payable in respect of a partial period) in equal monthly payments within 30 days of the last day of the previous month. If the amount of any monthly payment is adjusted during the course of the month, CM will make such adjustment in good faith as it considers necessary to account for such adjustment.
- (b) If requested by CM, the Contractor shall provide CM evidence of the Work performed.
- (c) For greater certainty, except as expressly set out in the MSA, there shall be no increase to the prices set out in this Statement of Work for any changes to the Contractor's responsibilities.

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EXHIBIT 2: DEPOTS IN REGISTERED COMMUNITIES

Registered Community	Depot Name	Street Address	City	Depot Type	Days of Operation per calendar month	Hours of Operation per day	Seasonal Schedule Change Details (if applicable)
Mountain View RWMC	Didsbury Transfer Station & Resource Recovery Centre	NN 25-31-2 W5	Rural #2042 Twp.Rd 314	Staffed	Monday-Saturday	8:30am-4:30pm	Not applicable
Mountain View RWMC	Sundre Transfer Station	SW36-32-5 W5	Rural #32590 RR51	Staffed	Friday-Saturday	9am-4:30pm	Not applicable
Mountain View RWMC	Water Valley Transfer Station	NE 27-29-5 W5	Rural #10-27441 RR2	Staffed	Tuesday and Saturday	1pm - 4:30pm and 9am - 4:30pm	Not applicable

Total number of Residential Premises in Registered Communities without curbside services: 14,862

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

EXHIBIT 3: PPP DEPOT COLLECTION STREAMS

Depot Name	Material Stream 1	Material Stream 2	Material Stream 3	Material Stream 4	Material Stream 5
Didsbury Transfer Station & Resource Recovery Centre	Cardboard/boxboard	Mixed Paper	Glass	Aluminum and tin cans	Plastics #1-7
Sundre Transfer Station	Cardboard/boxboard	Mixed Paper	Glass	Aluminum and tin cans	Plastics #1-7
Water Valley Transfer	Cardboard/boxboard	Mixed Paper	Glass	Aluminum and tin cans	Plastics #1-7

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

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EXHIBIT 4: PPP MASTER LIST BY CATEGORY

Residential PPP materials accepted will be consistent with current practices and for the initial 15-month term of the agreement except where new materials are added through the change order process.

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

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EXHIBIT 5: COMPENSATION

1.1 Contract Price

For each calendar month during the SOW Term, after the Service Commencement Date in respect of a Registered Community, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA in respect of such Registered Community shall be:

- (a) \$6,144.00/Month ("**Base Depot Operation Compensation**"); plus
- (b) \$1.00 ("**Resident Education Top Up**") multiplied by the number of Residential Premises listed in Exhibit 2 at the start of the applicable calendar month and divided by twelve (12). Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost the Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Depot Collection Services.

1.2 Contract Price Adjustment

The Contract Price adjustment for each calendar year of the SOW Term shall be determined as follows:

- (a) Adjusted Contract Price = Base Depot Operation Compensation + CPI Adjustment
- (b) The "**Base Depot Operation Compensation**" is the Contract Price as set out in Section 1.1(a) of this Exhibit 5.
- (c) The "**CPI Component**" is 100% of the Base Depot Operation Compensation.
- (d) For the first annual anniversary of the Service Commencement Date and for each subsequent annual anniversary, the Base Depot Operation Compensation shall be adjusted to account for changes in the Consumer Price Index (CPI) and the adjustment shall be equal to the Base Depot Operation Compensation for the prior year ("Prior Year") multiplied by the year-over-year CPI Change. The Consumer Price Index price adjustment amount will increase or decrease the Base Depot Operation Compensation, depending on the CPI Change. An example is shown below:

Consumer Price Index Price Adjustment = Base Depot Operation Compensation for the prior year x (CPI Change)
- (e) For the purposes of this Section 1.2 of Exhibit 5, "CPI Change" means the average annual CPI change (for all items), as published and available on the annual anniversary date in the Alberta Consumer Price Index (Table 18-10-0004-13) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.23&cubeTimeFrame.startMonth=12&cubeTimeFrame.startYear=2023&referencePeriods=20231201%2C20231201>).
- (f) The Consumer Price Index table used to determine the CPI Change shall be subject to revision as agreed by the Parties in the event that Statistics Canada materially changes such index or discontinues or replaces it.



Mountain View Regional Waste Management Commission

Request for Decision

Meeting Date: June 19th, 2025

Reference: 100/2025.03

TITLE: 3.2 – 2025 Capital Budget Amendment – Landfill Scale

RECOMMENDATION:

THAT the MVRWMC Board approve the recommended 2025 Capital Budget Amendment as presented, providing for:

- 1. Approval of a provision of \$140,000 to replace and install the landfill scale.**
- 2. Direct Administration to divest the existing landfill scale at market value.**
- 3. Direct Administration to fund the residual \$80,000 from the Commission’s Capital Reserve Fund.**

Background:

The original 2025 capital budget included provisions for the relocation of the existing scale house, offices and ancillary buildings from within the current airspace. This work is part of the 3-year capital plan to prepare for construction of the final phase of the current landfill airspace in 2027/2028.

The approved 2025 capital budget included provisions of \$50,000 to assay the waste materials under the existing scale site, and an additional \$100,000 provided to move such waste onto the engineered liner. The scale house relocation was included in the \$100,000 provision, but this did not include purchase of a new scale. As the Operations team has been working to relocate the scale house to the southern quarter, we have learned of new standards for the installation and calibration of scales used for commercial custody transfer purposes. With this change of scope, the logistics to relocate and calibrate the old scale to the new site would take 4-5 days, and be subject to timing beyond our control to provide power to the new site for the scale and buildings. As the landfill cannot operate without a scale, the relocation would require shutting down the site for up to 5 days to complete the scope of work.

As maintaining normal operating hours is required, we did investigate the alternatives of renting a temporary scale that would replace the existing scale while the new location was built. While rental scales are available, the rental cost is \$20,000 per month with a minimum two-month rental, or a cost of \$40,000 plus installation etc. costing \$50,000 for a temporary solution.

As an alternative, Operations requested a quote to purchase a new scale and accessory equipment to upgrade the landfill scale to a new unit. We have not sought multiple bids for this equipment as there simply aren't multiple options to buy new scales from. Ryan has received a quote from our current Scale supplier/maintenance firm, Accurate/Western Scale Co. Ltd (see attached quote) summarized as follows:

	Description	Cost
1	80' X 11' Portable Truck Scale	\$109,725
2	Remote displays and traffic control system (Estimate)	\$7,500
3	Concrete Foundation (required by standard)	\$21,000
	Total Purchase Price (Installed and Calibrated)	\$138,225
4	Sale of existing MVRWMC Scale (Estimate)	\$60,000
	Net Proposed 2025 Capital Budget Amendment	\$78,225

The existing scale has been fully depreciated from a financial perspective, and as such, has a current net book value of \$0. However, the scale itself remains in decent shape and has extensive useful life remaining. Accurate has proposed to sell the current scale at an estimated market valuation of \$60,000. Therefore, the estimated NET capital amendment is estimated at \$78,225. Compared to the temporary rental option of \$50,000, the incremental \$30,000 investment is recommended to provide the landfill with a new scale with a 20-30 year expected service life.

The current capital reserve fund has a balance of \$1.203 mm, not including the 2024 reserves transfer of \$0.527 mm, or \$1.730 mm after accounting for the reserve transfer to be confirmed at the July board meeting. In addition to the capital reserve fund, the current unrestricted reserve (cash account) balance after accounting for 2024 reserve transfers is estimated at \$0.772 mm. With significant capital reserves in place, moving forward with the proposed new scale will not have a material impact on the Commission's financial position.

Recommendation:

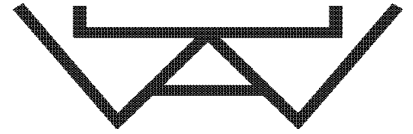
Administration recommends approving the amended capital budget by \$80,000 to be funded from the Capital Reserve fund.

Attachments:

1. Accurate/Western Scale Co. Ltd. – Scale Quotation

Prepared: Michael Wuetherick, P.Eng., Chief Administrative Officer, MVRWMC

ACCURATE/WESTERN SCALE CO. LTD.



May 27, 2025

**Mountain View Waste Commission
PO Box 2130
Didsbury, Ab.
T0M 0W0**

Phone: 403-994-1932 E-Mail: rverbonac.mvrwmc@airenet.com

Attention: Mr. Ryan Verbonac

Dear Sir:

Following are prices and product descriptions on the discussed truck scale system suitable for your operation.

The attached quotation includes the optional items installed on the current scale in stock.

Due to current market conditions for steel, Accurate/Western Scale can only hold the quoted pricing for seven days.

Thank you for your time. Please call our office if you have any questions or require further information.

Regards,

Wade Sidor

**Wade Sidor
Accurate/Western Scale Co. Ltd.**

A) 80' X 11' PORTABLE TRUCK SCALE SYSTEM

* WESTERN - 80' X 11' TRUCK SCALE – 100 TONNE	\$89,500.00
- 3/8" CHECKERPLATE STEEL DECK	
- 2 – 40' SECTIONS	
- 12' O.D.	
- HEAVY LOAD CELL KIT NOTCHED INTO THE BEAM FOR ADDED STRENGTH	
- SCALE HEIGHT – 28" – HEAVY-DUTY DESIGN	
- SCALE SYSTEM IS MADE IN ALBERTA	
- 8 – 75,000 LB. ASSEMBLIES	
- SCALE IS SANDBLASTED, THEN PRIMED AND PAINTED AS PER STANDARD PAINT SPECIFICATIONS	
- SCALE IS DESIGNED TO APPROVED ENGINEERED STANDARDS	
* 4" PIPE SIDE RAILS – 8" HEIGHT – WELDED	\$6,300.00
- MOUNTED SO DECK MAINTAINS 12' WIDTH – KEEPS TRUCKS ON THE SCALE	
* 2 ONLY - MANHOLES IN SCALE DECK	\$2,000.00
- Provides easy access for cleaning and maintenance	
* 2 ONLY – STEEL END ABUTMENTS	\$2,600.00
- Provide separation between scale and approach ramps	
* TRANSPORT SCALE TO SITE	\$2,000.00
* SETUP, CALIBRATION, AND CERTIFICATION	\$3,500.00
* WESTERN DIGITAL INDICATOR - MODEL APX	\$2,100.00
* EPSON TICKET PRINTER - MODEL TM295	\$850.00
* INDUSTRIAL LINE CONDITIONER	\$350.00
* T-BELTING FOR ENDS OF THE SCALE	<u>\$525.00</u>
TOTAL PRICE - SCALE SYSTEM	\$109,725.00

B) SCALE OPTIONS: INSTALL EXTRA IF APPLICABLE

1) WESTERN REMOTE DISPLAYS

- 4.5" LED; 6 Digit	\$1,800.00
- 4.5" LED; 6 Digit – With Built-In Stop/Go Lights	\$2,150.00
- 10' Post Assembly and Mounting Bracket	\$1,100.00
- Installation – 4.5" Remote	Extra
- Communication Cable	\$2.00/Foot
- Aurora 4.5 Wireless Antenna And Receiver	\$1,400.00

2) CONCRETE FOUNDATION – PRE-FAB: FOR 80' X 11' PORTABLE TRUCK SCALE

- 4 – APPROACH SLABS – 10' X 7' X 6"	
- 2 - CONCRETE END ABUTMENTS – 14' WIDE	
- 2 – CENTER PIERS – 3' X 14' X 12"	
- 4 – WING WALLS	
- DELIVERY AND PLACEMENT	
- ASSISTANCE BY ACCURATE/WESTERN SCALE TECHNICIAN TO PLACE SCALE FOUNDATION	
- PRICE	\$21,000.00

C) CUSTOMER TO SUPPLY

- 110V AC isolated power outlet for “all” instrumentation
- suitable environment for instrumentation – heated scale house
- all foundation, landscaping, and approach requirements
 - concrete or asphalt for permanent
- scale placed on level & firm ground
- approaches and 10' approach slabs
- all electrical and conduit not on the scale
- any engineering requirements and approvals
- crane to off-load and place onto foundation at site as per Accurate/Western Scale Instructions - 50 tonne crane – 24,000 Lbs. per section
- strain load for Weights and Measures certification - 70 tonne Minimum
- all work permits, licenses, etc. to perform work required

D) DELIVERY / WARRANTY / TERMS

- **WEIGHBRIDGE WARRANTY IS TEN YEARS FROM DATE OF PURCHASE**
- **STANDARD WARRANTY ON LOAD CELLS AND INSTRUMENTATION IS TWO YEARS FROM DATE OF PURCHASE**
 - **WARRANTY OF PARTS, MATERIALS, AND WORKMANSHIP IS TWO YEARS FROM DATE OF PURCHASE**
- **WARRANTY IS F.O.B. ACCURATE/WESTERN SCALE - CALGARY**
- **DELIVERY AT THIS TIME – WEIGHBRIDGE – STOCK**
- **PAYMENT – 25% DEPOSIT; PROGRESS INVOICE BALANCE; TAXES EXTRA**



Mountain View Regional Waste Management Commission

Request for Decision

Meeting Date: June 19th, 2025

Reference: 100/2025.03

TITLE: 3.3 – Financial Report as at April 30th, 2025

RECOMMENDATION:

That the MVRWMC Board accept as information the financial report (Unaudited) for the Commission for the period ended April 30th, 2025.

Background:

The following statement of financial results are unaudited and are management's representation of current financial position. The information presented below is therefore intended for information purposes only to give directors a snapshot of financial performance only.

2025 Financial Highlights as at April 30th, 2025:

- **Total revenue of \$1.325 mm is 42% of full year 2025 budget of \$3.126 mm compared to 33% expected for this point in the year. Revenue from operations (net of municipal fee for service receipts) was \$1.139 or 42% of full year 2025 budget of \$2.723 mm compared to 33% expected for this time of the year.**
 - Landfill revenue is at 43% of budget generating \$1.014 mm for the period. Commercial tipping fees accounted for \$0.511 mm or 50% of total tipping fees, diluted from the typical 65-70% due to the large HC Soil revenue during the period.
 - Municipal revenue from MSW receipts is \$130,127 year-to-date, or 33% of budget. Budget comparison by municipality: 33% for Olds, 33% for Sundre, 33% for Carstairs, 36% for Cremona, and 32% for Didsbury.
 - ***NOTE: Reported revenues in financial report will not match the values presented in the landfill operations report due to production month accounting versus accounting month, and account mapping to various business units that may not represent actual operations.***

- **Total expenses of \$0.821 mm were 26% of the 2025 budget of \$3.143 mm. Expenses for all three business units are all below the 33% expected, except for the landfill business unit which was slightly higher due to unscheduled equipment maintenance.**
 - Administration: \$176,799 (38%) – Allocated to business units
 - Transfer Site: \$132,012 (28%)
 - Recycling expenses: \$53,460 (34%)
 - Landfill expenses: \$608,845 (24%)

- **Cash flow surplus estimated to the end of April 2025 is \$531,064 reflects the receipt of Q2-25 municipal fee for services, and does not include amortization expense (estimate \$176,000). Therefore, net income after a provision for amortization reduces cashflow from operation to an estimated \$355,064.**

- **Administration Cost Centre:**
 - Total administration expenses YTD are 150,431 or 34% compared to 2025 budget of \$437,314. Net of revenue (interest on unrestricted reserves), Administration costs were \$176,799.

 - All major cost centres are within expected budget for this time of year. Notable exceptions related to timing and non-recurring costs are as follows:
 - Audit expenses at 111% of budget reflect LAPP audit and one-time nature of these costs. No additional audit/financial services expenses are expected throughout the balance of 2025.
 - Legal expenses at 165% reflect the costs of labour issues the Commission has incurred in 2025 related to two former employees.
 - Computer support at 128% reflects one-time costs of new equipment on top of the usual regular maintenance expenses.

 - Administrative revenue remains higher than forecast due to higher unrestricted reserve (cash account) balances and higher interest rates. Interest income YTD is \$23,417 or 89% compared to a budget estimate of \$26,250.

- **Transfer Stations Cost Centre:**
 - Total MSW revenue for the transfer stations (excluding municipal fee for service) was \$64,872 or 30% of budget. Combined with the municipal fees received to date, total revenue is \$192,891 or 41% of budget.

 - Transfer site expenses YTD of \$132,012 or 28% of budget. The key cost component of contract hauling is running at 31% of budget. Transfer station utilization typically double over the summer months compared to the lighter tonnage received during Q1 and Q2-25.

 - For 2025 the Transfer Stations have generated a surplus of \$60,879, excluding the cost of accrued amortization and skewed by the full 2-25 municipal fee.

- **Recycling Cost Centre:**

- Recycling revenue (excluding municipal fee for service) was \$33,568 or 37% of budget. Recycling is also a highly seasonable segment with receipts forecast to increase over the summer. Financial results were boosted by sale of collected metals received from processors of \$20,039 which reflects inventory collected in prior periods.
- Recycling expenses YTD of \$53,460 or 34% of budget. Contract services are the only cost centre well above budget due to cement processing/grinding that occurred in the reporting period. This cost will be covered by the recycling fund as per the 2025 budget.
- Year-to-date the Recycling segment has generated a nominal loss \$319 excluding the cost of accrued depreciation.
- Revenue from Circular Materials proposed contract of \$6144 per month was not included in the 2025 budget. Incremental revenue for 6 months in 2025 should yield \$36,684 in additional revenue.

- **Landfill Cost Centre:**

- Landfill revenue was \$1.014 mm or 43% of budget. Strong HC Soil receipts of \$248,742 are the primary driver behind strong financial revenue results.
- Landfill expenses YTD of \$0.609 mm or 24% of budget. These preliminary results do not include amortization expense which is heavily weighted to the landfill segment.
- Year-to-date the Landfill business unit has generated a net cash-flow surplus of \$444,136 excluding accrued amortization of capital assets. Most of the Commission’s TCAs are at the landfill (i.e., the cells, packer, shredder, and heavy equipment).

2025 Capital Budget

The following table outlines the 2025 Capital Budget including amendments, including the new scale discussed in item 3.2. Funding for the entire 2025 Capital Budget will be drawn from the Capital Reserve fund.

	Budget	Actual/Estimate
Replace landfill pick-up	\$60,000	\$52,000
Harley Rake for Skid-steer	\$30,000	\$17,000
Cell 8 MSW reclamation assessment	\$50,000	
Cell 8 MSW excavation and scale house move	\$100,000	
Replacement of Truck barn liner	\$80,000	
New scale purchase and set-up (Provisional)	\$80,000	
Miscellaneous Capital	\$25,000	
Total Capital	\$425,000	\$69,000

Attachments:

1. April 2025 Budget Report
 - a. Summary Report
 - b. Statement of Operations
 - c. Balance Sheet
 - d. Administration
 - e. Transfer Stations
 - f. Recycling Centers
 - g. Landfill

Prepared: Michael Wuetherick, P.Eng., Chief Administrative Officer, MVRWMC

MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION
SUMMARY (incl. ALL expenses)
FOR THE PERIOD ENDED APRIL 30, 2025 (UNAUDITED)

	Annual Budget		YTD Actuals		Difference		% Budget
Revenue							
Administration	\$ 27,750	\$	26,368	\$	(1,382)		95%
Transfer Sites	\$ 219,600	\$	64,872	\$	(154,728)		30%
Recycling	\$ 89,804	\$	33,568	\$	(56,236)		37%
Landfill	\$ 2,385,696	\$	1,014,011	\$	(1,371,685)		43%
Gain/Loss on Disposal	\$ -	\$	-	\$	-		0%
Total Revenue	\$ 2,722,850	\$	1,138,818	\$	(1,584,032)		42%
	Budget		Actuals		Difference		
Expenses							
Administration (100% Allocated)	\$ 465,064	\$	176,799	\$	(288,265)		38%
Admin							
Transfer Sites	\$ 469,688	\$	132,012	\$	(337,676)		28%
Recycling	\$ 156,619	\$	53,460	\$	(103,159)		34%
Landfill	\$ 2,516,632	\$	608,845	\$	(1,907,787)		24%
Total Expenses	\$ 3,142,939	\$	794,317	\$	(2,348,622)		25%
Net Surplus (deficit)	\$ (420,089)	\$	344,501	\$	764,590		-82%
Municipal Fee for Service							
Transfer Sites	\$ 230,345	\$	128,019	\$	(102,326)		56%
Recycling	\$ 69,668	\$	19,573	\$	(50,095)		28%
Landfill	\$ 103,997	\$	38,970	\$	(65,027)		37%
Total Requisition	\$ 404,010	\$	186,563	\$	(217,448)		46%
Net Surplus (deficit) before Capital	\$ (16,079)	\$	531,064	\$	547,143		

**MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION
STATEMENT OF OPERATIONS
AND ACCUMULATED SURPLUS
FOR THE PERIOD ENDED APRIL 30, 2025 (UNAUDITED)**

	2025 Budget \$	2025 YTD \$	Actual vs Budget 100.0%
Revenue			
Tipping Fees	2,487,100	809,592	33%
Fee for Service	413,542	186,563	45%
Recycling	89,804	33,568	37%
Gain of Disposal of capital assets	-	-	0%
Investment Income	27,750	26,368	95%
Other Income	108,221	269,291	249%
Total Revenue	3,126,417	1,325,381	42%
Expenses			
Salaries, wages and benefits	1,053,471	406,375	39%
Contracted and general services	1,150,246	350,199	30%
Materials, goods and utilities	201,710	55,093	27%
Landfill closure and post-closure provision	25,000	-	0%
Interest on long term debt	2,016	1,207	60%
Debenture Principle	76,963	-	0%
Interest on lease (Shredder)	10,272	5,212	51%
Principle on Lease (Shredder)	54,749	-	0%
Interest and bank charge	12,500	2,599	21%
Amortization of capital assets	555,475	-	0%
Loss on disposal of capital assets	-	-	
Bad debts	1,000	-	
Total expenses	3,143,402	820,685	26%
Annual Surplus (deficit)	(16,985)	504,696	
Accumulated Surplus, Beginning of Year	2,212,464	2,212,464	
Accumulated Surplus, End of Period	2,195,479	2,717,160	

**MOUNTAIN VIEW REGIONAL WASTE
MANAGEMENT COMMISSION
STATEMENT OF REVENUE & EXPENDITURES
FOR THE PERIOD ENDED APRIL 30, 2025 (UNAUDITED)**

ADMINISTRATION	Budget 2025	2024 YTD \$	Actual vs Budget
Revenue			
Other Revenue - Dividends	-	-	0%
Other Revenue	-	-	0%
A/R Interest	1,500	2,951	197%
Bank Account Interest	26,250	23,417	89%
Transfer from Reserves	-	-	0%
Total Revenue	27,750	26,368	95%
Expenses			
Board Meeting Expense	1,500	-	0%
Training/Conferences	1,000	-	0%
Mileage	500	-	0%
Meals & Accommodation	1,000	-	0%
Total Board Meeting Expense	4,000	-	0%
Personnel			
Salaries	129,165	51,399	40%
Employee Benefits	28,769	11,228	39%
Staff Training	3,500	-	0%
Total Personnel	161,434	62,627	39%
Purchased Services			
Mileage	2,500	950	38%
Meals & Accommodation	1,000	261	26%
Memberships & Registrations	2,500	540	22%
Postage/Shipping	1,250	449	36%
Telephone	9,000	2,812	31%
Advertising	1,000	-	0%
Audit	15,000	16,654	111%
Legal	7,500	12,348	165%
Vehicle Leases	-	-	0%
Contract Services	165,000	56,999	35%
Computer Support	7,500	9,580	128%
Equipment Maintenance	500	-	0%
Internet	4,500	1,420	32%
Rent	18,000	5,714	32%
Rentals & Leases	3,000	620	21%
Insurance	33,380	248	1%
Total Purchased Services	271,630	108,595	40%
Supplies			
General Supplies	9,000	2,898	32%
Fuel (Gas)	-	-	0%
Staff Appreciation	3,000	79	3%
Interest Past Due Accts	-	-	-
Total Supplies	12,000	2,977	25%
Bank Service Charges	12,500	2,599	21%
Provision for Bad Debt	1,000	-	0%
Amortization	2,500	-	0%
Transfer to Reserves	-	-	0%
Total Expenditures	465,064	176,799	38%
Net Cost (Surplus)	437,314	150,431	34%

**MOUNTAIN VIEW REGIONAL WASTE
MANAGEMENT COMMISSION
STATEMENT OF REVENUE & EXPENDITURES
FOR THE PERIOD ENDED APRIL 30, 2025 (UNAUDITED)**

	Water Valley		Sundre		Total		Actual vs Budget 100%
	Budget 2025	2025 YTD	Budget 2025	2025 YTD	Budget 2025	2025 YTD	
Revenue							
General Scale Fees						-	
Class 2 MSW	99,600	29,859	120,000	35,013	219,600	64,872	30%
Other	-		-		-	-	
Fees Charged to Municipalities	-		-		256,193	128,019	50%
Total Revenue	99,600	29,859	120,000	35,013	475,793	192,891	41%
Expenses							
Personnel					-	-	
Wages	42,193	13,169	36,925	12,335	79,118	25,504	32%
Employee Benefits	9,398	2,198	9,398	1,313	18,796	3,510	19%
Mileage	-	-	-	-	-	-	
Total Personnel	51,591	15,367	46,323	13,648	97,914	29,015	30%
Purchased Services							
Telephone	1,750	551	1,750	551	3,500	1,102	31%
Contract Hauling	87,111	26,934	92,914	29,519	180,025	56,453	31%
Matress Processing	-		-		-	-	
Bin Rental					-	-	
Site Maintenance	1,500	-	1,500	-	3,000	-	0%
Landfill Tipping	41,500		50,000		91,500	27,390	30%
Equipment Maintenance	500	-	500	-	1,000	-	0%
Building Maintenance	500		500	340	1,000	340	34%
Total Purchased Services	132,861	27,485	147,164	30,409	280,025	85,285	30%
Supplies							
General Supplies	-	-	-	-	-	-	
MSW Adjustments					-	-	0%
Diesel					-	-	0%
Utilities	2,500	990	3,500	1,680	6,000	2,670	44%
Total Supplies	2,500	990	3,500	1,680	6,000	2,670	44%
Amortization	-	-	-	-	42,018	-	0%
Cost sharing of administration function					43,731	15,043	34%
Total Expenditures	186,952	43,842	196,987	45,737	469,688	132,012	28%
Net Cost (Surplus)	87,352	13,983	76,987	10,724	(6,105)	(60,879)	

**MOUNTAIN VIEW REGIONAL WASTE
MANAGEMENT COMMISSION
STATEMENT OF REVENUE & EXPENDITURES
FOR THE PERIOD ENDED APRIL 30, 2025 (UNAUDITED)**

RECYCLING	Budget 2025	2025 YTD	Actual vs Budget 100%
Revenue			
Recycling Drywall	-	-	
Recycling Metal	12,113	2,022	17%
Recycling Cement	11,339	693	6%
Recycling Fridge/Freezer	18,000	5,540	31%
Recycling Batteries	5,000	-	0%
Recycling Electronics	15,000	3,309	22%
Recycling Paint	12,000	1,923	16%
Recycling Wire		42	
Recycling Mattresses			
Recycling Couches/Chairs			
Shingle Contribution		-	
Other Revenue (Metal Re-Sales)	16,352	20,039	123%
Transfer from Reserves	-	-	
Total Revenue	89,804	33,568	37%
Purchased Services			
Contract Services	5,000	16,600	332%
Shingle Recycling	-	-	0%
Processor Fees	95,000	29,339	31%
Concrete Recycling	-		
Total Purchased Services	100,000	45,939	46%
Amortization	11,301	-	0%
Cost sharing of administration function	21,866	7,522	34%
Transfer to Reserves	23,452	-	0%
Total Expenditures	156,619	53,460	34%
Net Cost (Surplus) before fees charged to Municipalities	66,815	19,892	30%
Fees Charged to Municipalities	69,668	19,573	28%
Net Cost (Surplus)	(2,853)	319	

**MOUNTAIN VIEW REGIONAL WASTE
MANAGEMENT COMMISSION
STATEMENT OF REVENUE & EXPENDITURES
FOR THE PERIOD ENDED APRIL 30, 2025 (UNAUDITED)**

DIDSBURY LANDFILL	Budget 2025	2025 YTD	Actual vs Budget 100%
Revenue			
Municipal Pickup Scale Fees			
Landfill - Class 2 MSW - Olds	142,500	47,172	33%
Landfill - Class 2 MSW - Sundre	34,000	11,188	33%
Landfill - Class 2 MSW - Didsbury	99,000	32,155	32%
Landfill - Class 2 MSW - Carstairs	109,000	36,379	33%
Landfill - Class 2 MSW - Cremona	9,000	3,233	36%
Landfill - Class 2 MSW - MVC	-	-	0%
Sundre & WV Transfer Site Tipping Fees	91,500	27,390	30%
General Scale Fees	1,592,500	511,342	32%
Landfill - Commercial Pickup			
Landfill Class 2			
Didsbury Transfer Station	190,000	67,617	36%
Hydrocarbon soils	62,500	248,742	398%
Mattresses	26,600	8,370	31%
Couches and Chairs	9,975	2,855	29%
Other (Lease)	16,121	8,244	51%
Other (callout revenue)	3,000	1,080	36%
Transfer from Reserves	-	-	0%
Transfer from Capital Reserves	-	-	0%
Land Requisition	-	-	0%
Provincial Grant	-	-	0%
Total Revenue	2,385,696	1,014,011	43%
Expenses			
Personnel			
Salaries	653,632	262,763	40%
Employee Benefits	131,991	51,570	39%
Staff Training	4,500	400	9%
Total Personnel	790,123	314,733	40%
Purchased Services			
Mileage	-	-	
Meals & Accommodation	1,500	66	4%
Telephone	3,500	1,113	32%
Licenses & Permits	150	87	
Contract Services	197,000	61,100	31%
Leachate Transport	75,000	2,519	3%
Consultants/Lab Testing	54,600	17,675	32%
Site Maintenance	10,000	1,152	12%
Building Maintenance	7,500	60	1%
Equipment Maintenance	148,841	26,609	18%
Vehicle Maintenance	-	-	0%
Rentals & Leases	500	-	0%
Vehicle Lease	-	-	0%
Total Purchased Services	498,591	110,380	22%
Supplies			
General Supplies	12,500	2,036	16%
Small Tools	12,500	727	6%
Diesel	136,710	38,742	28%
Gas	12,500	2,900	23%
Utilities	9,500	5,042	53%
Total Supplies	183,710	49,446	27%
Debenture Principle	76,963	-	0%
Debenture Interest	2,016	1,207	60%
Lease Principle	54,749	-	0%
Lease Interest	10,272	5,212	51%
Capital Purchases	-	-	
Transfer to Capital Reserves	-	-	0%
Amortization	503,491	-	0%
Pit Closure/Post Closure	25,000		0%
Cost sharing of Administration Function	371,717	127,866	34%
Total Expenditures	2,516,632	608,845	24%
Net Cost (Surplus) before fees charged to municipalities	130,936	(405,166)	
Fees Charged to Municipalities	77,706	38,970	50%
Net Cost (Surplus)	(53,230)	444,136	