

General Comments and Responses					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
	General	If the Municipality chooses to opt-out, a previous inquiry advised that we will not receive compensation for incidentals brought to our transfer station leaving us with the option of either accepting it at our cost or turning away a resident with program PPP material. Neither of these options is desirable.	Given that CM will be responsible for education in an opt-out scenario we believe we should be compensated for program materials received at our facility that we are then required to transport at our cost along with non-program materials	<p>Please refer to First Nation and Municipal Working Group meeting presentations for details on the Transition Model Options (i.e., Opt In and Opt Out).</p> <p>If a Municipality decides to opt out, CM will step in to provide collection services, customer service, and P&E.</p> <p>Details on post-collection operations will be further discussed with each individual operator (also as noted at the January 14, 2024 First Nation and Municipal Working Group meeting).</p>	No
	General	For depot/transfer station drop -off of PPP, if we opt out, what type of compensation will be provided for residents who choose to drop off their materials directly at our facilities? We will not be able to turn away residents wishing to do this.	Given that CM will be responsible for education in an opt -out scenario we believe we should be compensated for program materials received at our facility that we are then required to transport at our cost along with non -program materials	See previous response	No
	General	The Municipality operates two transfer stations, two recycling processing depots and provides in -house waste collection services. Private roads in our Municipality are not serviced therefore residents living on these roads deliver their material to our transfer stations/depots. How will this be addressed? How will we be compensated for infrastructure and equipment that is no longer required for operations with this new model?		See previous response	No
	General	Visuals indicating what 4% contamination in a blue bag looks like would be helpful.	Provide visuals	Comment acknowledged. CM will work with individual Opt-In communities on contamination reduction.	No

MSA Comments and Responses					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
1.1 Definitions	Intellectual Property Rights	"Intellectual Property Rights" What IP rights are indicated in this arrangement?		Examples include collection data and prepared reports.	No
3.2 Environmental Attributes		This is a difficult definition and does not really permit the reader to understand what is intended. It would be useful to learn some examples. Nor is there an explanation of why the entitlement to the interests shifts? What contribution is CM making that permits it to simply claim such attributes?		The intention of Environmental Attributes is related to any future value associated with the collection and processing of recyclables in relation to an environmental program (e.g., carbon credits).	No
3.3 Labour Disruption	(d)	The context of this is about unionized labour which is dealt with under the Trade Union Act. The Labour Standards Code deals with employees not covered by a collective agreement.		Need to reword 3.3(d) to change the reference from Labour Standards Code to Trade Union Act.	Yes
4.1 Representations and Warranties	(f)	No reciprocal representations by CM as to its authority and the extent to which it represents the industry.		CM has regulatory obligations and obligations to its Producers to perform in the same manner as CM is asking its Contractors.	No
5.3 Access to work	(a)	For clarity, nothing in this Article should authorize CM to direct employees		This clause is to allow CM and persons authorized by CM the ability to monitor, observe and review the Work only.	No
5.3 Access to work	(c)	What third parties are contemplated? Is this for regulatory oversight? Or other business interests		This clause allows CM to provide information to other CM contractors such as receiving facilities and/or pre-conditioning facilities and would also cover regulatory compliance requirements.	No
6.2 Documentation and Payment	(c)	What are the items that might be required to be delivered/ Are they going to hold funds if certain records are not produced?		This is detailed in the respective SoW (e.g., Article 4).	No
6.2 Documentation and Payment	(d)	How are such notices dealt with? Will CM respond? If so, in what time frame?		The intention is that such notices will be dealt with promptly, including requesting any details from the Contractor in relation to the disputed amount.	No
6.8 Limited Liabilities	(a)	Is this over the period of MSA or on an annual basis? For a specific statement of Work?		Over the entire period of the MSA.	No
6.8 Limited Liabilities	(b)(ii)	Concern: tied into 7.2(a)(ii) with respect to liability		Standard CM clause and required for CM insurance coverage purposes.	No
7.2 Responsibility for Damages/Indemnification	(a) (i) (A)	Caused or contributed to by the Contractor? would think (a) could be deleted and (b) would cover CM adequately.		See above response	No

MSA Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
7.2 Responsibility for Damages/Indemnification	(b) (i)	This is a significantly different standard. The standard for the Contractor is negligence whereas the standard for CM is gross negligence or wilful conduct. Why are the standards different?		See above response	No
7.2 Responsibility for Damages/Indemnification	(a)	Indemnity clause includes losses and claims "directly or indirectly"	Revise to state only "directly"	See above response	No
7.2 Responsibility for Damages/Indemnification	(a) (b) (c)	Clause 7.2, Indemnity: a. The indemnity covers direct and indirect damages. Indirect damages include things like business losses, lost profits, etc., and may not be covered by your insurance meaning the Municipality would have to pay out of its own pocket.	Remove "indirectly" from Clause 7.2(a)(i) and Clause 7.2(a)(iii) removed in its entirety. This also ties into Clause 6.8(b)(ii) with respect to liability.	See above response	No
7.2 Responsibility for Damages/Indemnification	(a) (i) (iii)	The indemnity covers direct and indirect damages. Indirect damages include things like business losses, lost profits, etc., and may not be covered by our insurance meaning the Municipality would have to pay out of its own pocket.	We would suggest removing "indirectly" from Clause 7.2(a)(i) and Clause 7.2(a)(iii) removed in its entirety. This also ties into Clause 6.8(b)(ii) with respect to liability.	See above response	No
7.2 Responsibility for Damages/Indemnification	(a) (i) (iii)	In Clause 7.2(a)(i), all items from A-E should be subject to, "except to the extent the above is attributable to the negligence, willful misconduct or breach of this MSA by CM", not just E as is currently drafted. The same exception should also apply to Clause 7.2(a)(ii).	We would look to have this updated as per our comments for both 7.2(a)(i) and 7.2(a) (ii).	See above response	No
7.2 Responsibility for Damages/Indemnification	(b)	To be fair, CM should provide the same indemnity to the Municipality that it is seeking from the Municipality.	It should be the same as the Municipality's indemnity to CM.	See above response	No
7.2 Responsibility for Damages/Indemnification	(a)(i)		All items from A-E should be subject to, "except to the extent the above is attributable to the negligence, willful misconduct or breach of this MSA by CM", not just E as is currently drafted. The same exception should also apply to Clause 7.2(a)(ii).	Indemnification by each party aligns with the responsibilities of each party. The contractor is delivering services.	No
7.2 Responsibility for Damages/Indemnification	(a) (i)	In Clause 7.2(a)(i), all items from A-E are concerning due to missing language	Clause should include the following, "except to the extent the above is attributable to the negligence, willful misconduct or breach of this MSA by CM", not just E as is currently drafted. The same exception should also apply to Clause 7.2(a)(ii).	See above response	No

MSA Comments and Responses (continued)					
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7.2 Responsibility for Damages/Indemnification	(a)(i) &(a)(ii)	All items from A-E should be subject to, "except to the extent the above is attributable to the negligence, willful misconduct or breach of this MSA by CM", not just E as is currently drafted	The same exception should also apply to Clause 7.2(a)(ii)	See above response	No
7.2 Responsibility for Damages/Indemnification	(a)(i) E	Concern: Final clause "except to the extent ...misconduct or breach of this MSA by CM". All items from A-E should be subject to this clause, not just E. The same exception should also apply to Clause 7.2 (a)(ii)	Add final clause in 7.2 (a)(i) E to all of 7.2 (a)(i) A-E and to 7.2 (a)(ii)	See above response	No
7.2 Responsibility for Damages/Indemnification	(b)	Clause 7.2(b): CM Indemnity This clause is written in favour of Circular Materials.	The contract should include that CM should provide the same indemnity to the Community that it is seeking from the Community. As currently drafted, the C's indemnity to CM is much more extensive that CM's indemnity to the Community	CM is neither performing any of the work nor has an existing contract with the service provider. Hence, CM can't be potentially liable for any damage.	No
7.2 Responsibility for Damages/Indemnification	(b)	Clause 7.2(b): to be fair, CM should provide the same indemnity to the Municipality that it is seeking from the Municipality. As currently drafted, the Municipality's indemnity to CM is much more extensive that CM's indemnity to the Municipality.	We would look to have this updated as per our comments to the left.	See above response	No
7.2 Responsibility for Damages/Indemnification	(b)	Concern: Indemnity between VW and CM is uneven. As currently drafted, the Communities indemnity to CM is much more extensive than CM's indemnity to VW.	To be fair, CM should provide same indemnity to the municipality as it is seeking from the municipality	See above response	No
7.2 Responsibility for Damages/Indemnification	(b)(i)		CM should provide the same indemnity to the Municipality that it is seeking from the Municipality.	See above response	No
7.2 Responsibility for Damages/Indemnification	7.2	Strong Concern: use of the term "indirectly" in final sentence. The Community's indemnity covers direct and indirect damages. This would include business losses, lost profits, etc.	completely Remove term "indirectly" from Clause 7.2(a)(i) and Clause 7.2 (a)(iii) entire	Standard contract language inline with CM insurance policy.	No
7.2 Responsibility for Damages/Indemnification		Indirect damage is concerning as the Municipality would have to pay out of pocket if not covered by insurance.	We suggest removing indirectly from clauses 7.2(a)(i) and remove clause & 7.2(a)(iii) in its entirety.	Standard contract language inline with CM insurance policy.	No
7.3 Force Majeure	(c)	Why the exclusion? The 2020 pandemic significantly affected the municipalities operations?		Definition of 'Pandemic Conditions' provided in the MSA. Waste and PPP collection services continued during COVID 19 and it is expected that collection services will continue during any future pandemic.	No

MSA Comments and Responses (continued)					
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7.3 Force Majeure		How is this clause being used? Is it intended to direct on schedule disruptions generally or more fundamental performance issues?		A Force Majeure Event means any circumstance beyond reasonable control of the parties that materially impacts the ability of CM or the Contractor to meet their contractual obligations. The intention of the clause is to document contract requirements associated with a Force Majeure Event.	No
7.3 Force Majeure	(e) (i)	What extent of delay would justify CM from terminating the MSA. Given the nature of work being collection I assume that it would not apply to reasonable anticipated disruption like weather conditions.		Clause 7.3 (b) (i) addresses weather conditions. An example of a 'delay' could be associated with a catastrophic event that causes significant damage to the Contractor's fleet and the inability to provide collection services for a significant period of time. Please keep in mind that CM has specific regulatory obligations that it is required to meet on behalf of Producers.	No
7.4 MSA Termination	(e) (iii)	There is no language that provides termination upon bankruptcy or receivership or change in its designation as authorized to deal with PPP on behalf of the industry.		Standard contract language.	No
7.4 MSA Termination	(e)		Amend to allow the Municipality to terminate for same reasons as CM in Clauses 7.4(b)(i) through (iv).	Standard contract language.	No
7.4 MSA Termination	(e)	There is no comparable language to indicate that the right to terminate does not preclude other remedy.		Section 7.4 (e) describes the Contractor's ability to terminate. Section 7.4 (b) to (d) describes CM's ability to terminate.	No
7.4 MSA Termination	(e)	Municipality to be allowed to terminate for same reasons as CM	Amended to allow the Municipality to terminate for same reasons as CM in Clauses 7.4(b)(i) through (iv)	Standard contract language.	No
7.4 MSA Termination	(e)	Clause 7.4(e): should be amended to allow the Municipality to terminate for same reasons as CM in Clauses 7.4(b)(i) through (iv).	We would look to have this updated as per our comments to the left.	Standard contract language.	No
7.4 MSA Termination	(e) (i)	Only way the Municipality can terminate for convenience (i.e. for no particular reason) is upon 18 months' notice. This is too long.	The Municipality would look to reduce this to 6-months.	CM requires sufficient time to procure a replacement contractor which cannot be done in 6 months.	No
7.4 MSA Termination	(e)(i)	Termination - 18-month notice is long notification period.	We suggest a 6-month notification period	See above response	No

MSA Comments and Responses (continued)					
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7.4 MSA Termination	(e)	Clause 7.4(e)(i): without cause at any time, upon eighteen (18) months' written notice being provided to CM.	Reduce to 18-month requirement to 6-12 months. 7.4(e): should be amended to allow the Municipality to terminate for same reasons as CM in Clauses 7.4(b)(i) through (iv).	See above response	No
7.4 MSA Termination	(e) (ii)	If the payment is to be made within 30 days, it does not seem to make sense that CM is giving itself an additional period of non-payment. See: 6 (2) (b) for the obligation to pay within 30 days.		CM is obligated to pay within 30 days as per 6.2 (b) which is in alignment with 7.4 (e) (ii) which is saying that CM will pay within 30 days of receiving notice of non-payment.	No
7.4 MSA Termination	(e)	Concern: The Community should be allowed to terminate CM for same reasons as cited in this section	Clause 7.4(e) should be amended to allow VW to terminate for the same reasons as CM in Clauses 7.4 (b)(i) through (iv)	Standard contract language.	No
7.5 Remedies	(a)	Should be mutual with Contractor		This language is standard in CM's agreements - and certain provisions (confidentiality) has equitable relief provisions.	No
7.5 Remedies	(b)	Should be mutual with Contractor		This language is standard in CM's agreements - and certain provisions (confidentiality) has equitable relief provisions.	No
7.7 Arbitration	(a)	Clause 7.7(a), Arbitration: this refers to the Alberta Arbitration Act.	The proper legislation is the Commercial Arbitration Act (Nova Scotia).	Change accepted.	Yes
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.	The Act presented refers to the Alberta Arbitration Act. The proper legislation is the Commercial Arbitration Act (Nova Scotia)	Change accepted.	Yes
7.7 Arbitration	(a)	Arbitration refers to Alberta Arbitration Act	The proper legislation is the Commercial Arbitration Act (Nova Scotia)	Change accepted.	Yes
7.7 Arbitration	(a)	Should refer to NS legislation not Alberta's		Change accepted.	Yes
7.7 Arbitration	(a)	the legislative reference in Article 7.7 should be to the Commercial Arbitration Act of Nova Scotia if the forum for arbitration/dispute resolution.		Needs to be updated to the Nova Scotia Commercial Arbitration Act with appropriate legislation reference.	Yes
7.7 Arbitration	(a)	Arbitration: this refers to the Alberta Arbitration Act	Update to the proper legislation is the Commercial Arbitration Act (Nova Scotia).	Change accepted.	Yes
7.7 Arbitration	(a)	Edit: Arbitration Act cited in this section is the Alberta Arbitration Act	The proper legislation is the Commercial Arbitration Act (Nova Scotia)	Change accepted.	Yes
7.7 Arbitration	(g)	This should be mutual.		This language is standard in CM's agreements - and certain provisions (confidentiality) has equitable relief provisions.	No

MSA Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
7.8 Choice of Forum		Choice of Forum: the sentences dealing with service of process and final judgment should be removed because we have Civil Procedure Rules that apply and they are not consistent with these sentences	Remove what was suggested in the comment.	CM's view is that the choice of forum provision, as currently drafted, is consistent with the NS Rules of Civil Procedure, which allows parties to a contract to give notice or service in accordance with the provisions of a commercial agreement. Similarly, enforcement of judgments also not to be inconsistent with NS Rules of Civil Procedure. This is standard contract language.	No
7.8 Choice of Forum	(entire statement)	Current rules apply that are not consistent with the language presented in section/clause 7.8	The sentences dealing with service of process and final judgement should be removed because there are specific Civil Procedure Rules that apply, and they are not consistent with these sentences.	See above response	No
7.8 Choice of Forum			Sentences dealing with service of process and final judgment should be removed because we have specific Civil Procedure Rules that apply and they are not consistent with these sentences.	See above response	No
7.8 Choice of Forum		Choice of Forum: the sentences dealing with service of process and final judgment should be removed because we have specific Civil Procedure Rules that apply and they are not consistent with these sentences.	We would look to have this updated as per our comments to the left.	See above response	No
7.8 Choice of Forum		Concern: Paragraph "Service of process other jurisdictions by suit on the judgement or in any other manner provided by law" -there are specific Civil Procedure Rules that apply and are not consistent with these sentences	Remove paragraph	See above response	No
7.8 Choice of Forum		The dispute provisions indicate that disputes are to be resolved by arbitration but then includes that disputes are to be referred to the NS Supreme Court. At least this language should be subject to the requirement for Arbitration, so it only deals with matters that are not within the jurisdiction of an arbitrator.		See above response	No
8.3 Assignment		Should be mutual.		This aligns to same clause in similar provincial agreements therefore no deviation permitted.	No
8.8 Change Management	(a)	The Change notice process should not be another means to effectively terminate the agreement. Note the right to remove all the Work which seems very broad.		Requirement is driven by several factors including the need for CM to meet regulatory obligations which includes Change Management.	No

MSA Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
8.8 Change Management	(g)	Require clarification on how the process outlined under this clause will work.		If any changes to a statement of work is required, CM can propose the changes by providing a Change Notice. Pursuant to receiving a Change Notice, the Contractor should provide a Cost Estimate for the proposed change, and the parties then shall negotiate any changes. All finalized changes will be papered by a Change Order.	No
8.8 Change Management	(g)	8.8(g) Change Management: if a change is made that decreases the Municipality's cost some of that decrease is to be passed onto CM.	Would look to see more details on this clause (the methodology of how it will work)	See above response	No
8.8 Change Management	(g)	Please explain in detail how this clause will be enforced/work? Does it go the other way as well, if there is an increase in cost will CM negotiate in good faith to aid with the cost recovery?		See above response	No
8.8 Change Management	(g)	Question: If a change is made that decreases Contractor's cost, some of that decrease is to be passed onto CM.	Explanation on how this works & when this would happen.	See above response	No
8.8 Change Management	(h)	8.8(h) The Municipality is seeking a change in the work to include small businesses. This is a service that has been provided for over 20-years in rural areas of Nova Scotia to ensure compliance with solid waste regulations. In good faith we would seek to negotiate a fair allowance to continue this work in the Municipality understanding the costs would be the responsibility of the Municipality. The Municipality would be open to audits or other means both parties agree to allow this service to continue to determine percentage of volume to be paid for by the Municipality. This would be specifically for 'like' materials. We see this as no different than providing services to schools or multi-residential locations being added in jurisdictions that currently do not provide that level of service.	We would look to have this updated as per our comments to the left	The scope of the NS EPR program is to collect designated materials (e.g., packaging, packaging-like products, and paper products) from eligible sources (single family dwellings, multi-family dwellings, schools, and campgrounds). All ICI sources are out of scope and are not included in the program. As discussed at the NS First Nations and Municipal Working Group meeting on December 10, 2024, CM acknowledges that as part of the transition to EPR, municipalities will need to manage the ICI sector as determined by each individual municipality. Including non-eligible sources such as ICI substantially increases program costs to administer, creates data management challenges and complexity, and creates regulatory risk.	No

MSA Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
8.11 Intellectual Property	(f)	Remove reference to moral rights because moral rights cannot be assigned.	Remove the reference to moral rights.	Moral rights is a standard Intellectual Property term - for independent contractors and others who are not employees, unless there is a written agreement to the contrary, the independent contractors are deemed to own the works they created during their engagement with the company and thus would provide the contractor with the right to integrity of the work and the right to be associated with the work. Waiving moral rights by a contractor will allow CM to own the works entirely.	No
8.11 Intellectual Property	(f)	Remove reference to moral rights because moral rights cannot be assigned.	Remove the reference to moral rights.	See above response	No
8.11 Intellectual Property	(f)	Clause 8.11(f): remove reference to moral rights	Moral rights cannot be assigned.	See above response	No
8.11 Intellectual Property	(f)	Concern: "moral rights". Moral rights cannot be assigned.	Remove reference to moral rights	See above response	No
8.11 Intellectual Property	(g)	If CM is going get rights to all IP to use, CM should include a provision stating that they will indemnify and defend the Municipality for all claims related to its use of the IP for purposes other than the work.	See comment	Standard contract language inline with CM insurance requirements.	No
8.11 Intellectual Property	(g)	If CM is going get rights to all IP to use, CM should include a provision stating that they will indemnify and defend the Municipality for all claims related to its use of the IP for purposes other than the work.	See comment	See above response	No
8.11 Intellectual Property	(g)	Clause 8.11(g): If CM is going get rights to all IP to use as they should include a provision stating that they will indemnify and defend the Municipality for all claims related to its use of the IP for purposes other than the work.	We would look to have this updated as per our comments to the left.	See above response	No
8.11 Intellectual Property	(g)	Concern: If CM gets rights to all IP to use as they wish there should be a provision where CM indemnifies and defends VW for all claims related to its use of the IP for purposes other than the work	Provision added where CM indemnifies and defends VW for all claims related to its use of the IP for purposes other than the work	See above response	No
8.12 Confidentiality Covenant	(a)	Clarification: Requesting examples of "ideas, concepts or know-how, work performance and work delivery" that would be considered confidential		Examples include verbal or documented discussions (e.g., meeting minutes), emails, processes, methodologies, information related to CM systems, and Record Keeping and Reporting Requirements under the SOW Section 4.1.	No

MSA Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
1.1 Definitions	Residential Premises	Currently, the Community does not collect from multi-family dwellings. When the Town submitted their costs, the cost to collect from multi-unit would not be included. How will this be reflected in our financial offer. Are we able to negotiate collecting from multi-units?		The scope of the MSA/SOW is to cover what municipalities are currently servicing as part of the residential recycling program. If there are proposed changes, such as the addition of multi-family buildings, this will be discussed directly with the individual community.	No
1.1 Definitions	Stops	"Stops" means, collectively, the number of Single-Family Dwellings and Multiple-Family Dwellings. – The number of dwellings and service stops may differ where a stop may be the collection point for multiple dwellings. This is confusing for compensation.		Stop refers to the number of Single-Family Dwellings and Multiple-Family Dwellings, it does not consider collection points for multiple dwellings. For example, if there 20 Single-Family Dwellings collected from one collection point, the compensation will be for 20 Single-Family Dwellings.	No
SOW Comments and Responses					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
3.3 PPP to be Collected	(c)	Defining "best efforts" may be helpful. What are the expectations?		Best Efforts is further describe in Clause 3.3. (d) and lays out expectations to work with CM toward reducing Out-of-Scope Material. CM will work directly with communities where Out-Of-Scope Material exceed 4% to identify practices to be implemented. CM is committed to reducing Out-of-Scope Material through collaboration with communities. There are no punitive penalties imposed if targets are not met.	No
3.3 PPP to be Collected	(c)	Best efforts sets a very high standard	Suggest rewording to "reasonable efforts"	See previous response	No
3.3 PPP to be Collected	(c)	Clause 3.3(c): should this say "reasonable efforts" vs "best efforts"? "Best efforts" seems to impose a higher standard than reasonable efforts	We would look to have this updated as per our comments to the left	See previous response	No
3.3 PPP to be Collected	(c)	"best efforts" imposes a higher standard	Suggest rewording to "reasonable efforts"	See previous response	No
3.3 PPP to be Collected	(c)	"best efforts" imposes a higher standard.	Suggest rewording to "reasonable efforts"	See previous response	No
3.3 PPP to be Collected	(c)	Concern: "best efforts" seems to impose a higher standard than reasonable efforts	Change from "best efforts" to "reasonable efforts"	See previous response	No

SOW Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
3.3 PPP to be Collected	(f)	During the December 10th meeting, it was noted that most municipalities in NS use a two-stream collection system, while our municipality currently uses single-stream. A change to the bylaw will be necessary, along with adjustments to collection frequency. Public education will pose a challenge. Is comingled/single stream contamination? 3.3 where a community receives collection in two streams... if they do not currently, do they have to change? Non-compliance, by definition, is expected to be frequent	Regardless of whether we opt in or out, a significant public education campaign will be required. P&E funding should be provided for both options to support the necessary educational efforts	<p>All municipalities in NS providing curbside collection services requiring residents to source separate containers and fibers into separate streams (this is what meant by "Two Streams"). It is acceptable if a community collects this material comingled (e.g., both containers and fibres being collected in the same compartment in a waste collection vehicle) and then subsequently separated into the container and fibre streams at the Receiving Facility.</p> <p>Local bylaws should not include restrictions on the residential recycling program (e.g., source separation, frequency of collection, flow control).</p> <p>Please refer to First Nation and Municipal Working Group meeting presentations for details on the Transition Model Options (i.e., Opt In and Opt Out).</p>	No
3.3 PPP to be Collected	(f)	During the December 10th meeting, it was noted that most municipalities in NS use a two-stream collection system, while our municipality currently uses single-stream. A change to the bylaw will be necessary, along with adjustments to collection frequency. Public education will pose a challenge. Is comingled/single stream contamination?	Regardless of whether we opt in or out, a significant public education campaign will be required. P&E funding should be provided for both options to support the necessary educational efforts.	See previous response	No
3.3 PPP to be Collected	3.3	Where a community receives collection in two streams... if they do not currently, do they have to change? Non-compliance, by definition, is expected to be frequent.		See previous response	No
3.3 PPP to be Collected	(e)	Clarification: Does "containing HHW" mean packaging that still contains HHW product or empty packaging that once used to contain HHW?		Any containers that included HHW content are not included as PPP.	No
3.4 Collection Containers	(a)	The contactor is responsible for replacing a damaged or missing collection container...	Specify for supplied standardized collection containers. Too broad of a statement for areas that do not supply standardized collection containers.	If collection containers are not being used there is no requirement to be imposed. The clause indicates: "Should the Community utilize standardized collection containers....."	No

SOW Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
3.4 Collection Containers	(a)	The contractor is responsible for replacing a damaged or missing container	Specify for supplied standardized collection containers (green bins, blue bins, etc). This statement does not apply to areas where standardized collection containers are not supplied	See previous response	No
3.6 Unloading PPP	(a)	Finding out location 90 days prior is concerning. It would be helpful to know the locations earlier than 90 days before collection commences.		Given the deadline to implement the EPR program in NS (December 1, 2025), it is not possible to determine the location of a Receiving Facility prior to execution of the Community Collection Agreements. Best efforts will be made by CM to confirm Receiving Facility locations as soon as possible, at a minimum 90 calendar days prior to the Service Commencement Date.	No
3.6 Unloading PPP	(a)&(c)	Determining the location of the receiving facilities is critical to assessing whether it's practical to opt in or out of the collection. The geographical landscape of our Municipality is vast; it is possible to drive for three hours and still be within the boundaries of our County. What is your definition of a registered community? It will be a challenge to have a receiving facility within 60kms of the 7 larger communities in our County	Provide proposed locations for the receiving facilities before the opt in or out deadline. Clarification needed on receiving facility – is that a processing facility or is that a transfer station?	See previous response	Can revise based on commercial discussions with individual communities.
3.6 Unloading PPP	(c)	60 km driving distance- this may impact our by-laws if materials travel outside of Cumberland County.		Local bylaws should not include restrictions on the residential recycling program (e.g., source separation, frequency of collection, flow control).	No

SOW Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
3.6 Unloading PPP	(e)	Recycling is collected weekly with both fibre and plastic streams though, placed curbside separately, once placed in our collection vehicles becomes comingled. If we collect, the material will have to be weighed as a whole, deposited on the tipping floor, one stream placed back in the vehicle, and weighed again to determine how much was fibre and how much was plastic	Please clarify if there are any specific collection vehicle requirements from CM. Additionally, what will the distance be between the receiving facility and our transfer stations be? Will CM financially compensate for the extra work required to weigh the streams separately?	Inbound weighing of containers and fibres separately is more ideal, however weighing both container and fibres collectively will be permissible acknowledging: 1. Where split compartments are used, at a minimum, 10% of all loads will require split weighing. 2. Where containers and fibres are comingled, the Contractor will propose and implement an audit approach, acceptable to CM, to characterized the incoming split of fibers and containers.	Can revise based on commercial discussions with individual communities.
3.6 Unloading PPP	(e)	As mentioned above, we currently use single stream collection. Our recycling receiving facility lacks a scale, so recycling materials are weighed by subtracting the vehicle's tare weight from the outgoing weight of the collection vehicle	Please clarify if there are any specific collection vehicle requirements from CM. Additionally, what will the distance be between the receiving facility and our current transfer station? At present, the distance is 5 km	Specific community details can be incorporated into the SOW as needed prior to executing agreements.	No
3.6 Unloading PPP	(f)	Language implies PPP will be collected in a split compartment vehicle. Presently open compartment vehicles with waste sorted during unloading	Clarify any collection vehicle requirements CM may have.	Acknowledged Comment. There is no requirement to have split compartment collection vehicles. There are limited collection vehicle requirements in the SOW as the intent is to not be overly prescriptive as most municipalities contract out collection services and have already established prescriptive requirements related to items like collection vehicles.	No
3.6 Unloading PPP	(f)	Bulkhead failure If the receiving facility is municipally operated, we are not permitted to assist collectors off load materials. If materials are not able to be off loaded, the collection vehicle will have to leave the site and make repairs.		Acknowledged comment. Clause can be modified to include statement: "if permissible".	Can revise based on commercial discussions with individual communities.
3.6 Unloading PPP	(i)	States that if the receiving facility is unable to accept PPP from vehicle the contractor is to immediately notify CM.	As the receiving facility will be contracted by CM should it not be CM that would advise the Contractor if the facility is unable to receive material so that an alternate facility can be used (which should be identified beforehand) or the collection cancelled ahead of time where possible if the backup facility is not in a practical location.	Acknowledged Comment. In practice if CM is aware of Receiving Facility being unavailable then this would be communicated to contractor.	No

SOW Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
3.7 Working Days and Hours of Operation for the Collection Services	(b)	Collection service statutory holidays If the municipality opts in, we respect holidays in excess of the statutory holidays. We will not have staff working.	What is the process for approval of collection scheduled? How much notice is needed and what is the approval time?	<p>The overall intent is that current practices related to collection schedule will continue. Should a municipality propose a change, CM is committed to reviewing in a reasonable time-frame (e.g., 5 business days).</p> <p>The clause reflects the fact that collection may not be collected on a statutory holiday and that a replacement day is needed, subject to CM approval. CM acknowledges that some communities may have different practices due to program characteristics (e.g., weekly collection).</p>	No
3.7 Working Days and Hours of Operation for the Collection Services	(b)	Our Municipality is unionized, and staff work as per their Collective Agreement. We recognized both statutory and other holidays, therefore staff will not be available to work such holidays. The hours of work outlined do not jive with our current CA. Also, during certain time of the year, the work hours are during dark. Municipal staff will not collect material after dark because of OH&S concerns.	If the Municipality is to provide services to CM, the CA will be followed.	See previous response	No
3.8 Missed Collections	(b)	The Municipality covers a large geographic area. Requiring that the contractor return for a missed collection in a remote area (for whatever reason) will be reflected in significant extra costs in a collection contract. Often the resident will claim it was out on time and the contractor will state it was not out when they passed.	Suggest adding "where reasonably possible" or some other language at the end of this paragraph. Typically if the contractor will be passing by they can pick it up but in the more remote areas they would be left for the following week. ** Please clarify if there are penalties for missed pickups as they would have to be built into any contracts we have with third parties as well	Comment acknowledged. There are no service deductions (e.g., penalties) included in the MSA/SOW.	Can revise based on commercial discussions with individual communities.
3.8 Missed Collections	(b)	As noted in comment 3.6, the geographical landscape of our municipality is vast and remote. Requiring same-day or next-day return for missed collections would significantly increase the cost of the collection contract. Additionally, there are instances where the missed collection may not be the fault of the collector. Would the volume of the missed collection justify the additional expense of a return trip?	We suggest adding the phrase 'where reasonably possible' to this section. Typically, missed collections will be addressed during the return trip, if the route permits, or the following week. If penalties for missed collections are to be imposed, please provide clarification on the penalty amount, as it will need to be incorporated into our third-party collection agreements.	See previous response	See Above

SOW Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
3.8 Missed Collections	(b)	Same day or next day return for missed collection would cause a significant financial burden to rural municipalities and is not realistic. Ex. It would take 4 -5 hrs return for many areas within our municipality to collect something that was "missed"	Considerations must be given to areas with challenging weather and geography. A model made for urban areas cannot blanketly be applied to large geographic areas with rural populations. We suggest adding the phrase 'where reasonably possible' to this section. Typically, missed collections will be addressed during the return trip, if the route permits, or the following week. If penalties for missed collections are to be imposed, please provide clarification on the penalty amount, it will have to be built into our budgets.	See previous response	See Above
3.8 Missed Collections	(c)	Same comment as above. It should also be noted that communication with our provincial counterparts regarding their projects that impact municipal services is often poor, despite our efforts to be included in the project planning process. For example, we frequently learn of road closures affecting municipal services only when we or our third-party service providers encounter them on-site. At that point, we are often unable to access the area or complete the required services safely	Same as above	See previous response	See Above
3.8 Missed Collections	(c)	It should also be noted that communication with our provincial counterparts regarding their projects that impact municipal services is often poor, despite our efforts to be included in the project planning process. For example, we frequently learn of road closures affecting municipal services only when we or our third - party service providers encounter them on - site. At that point, we are often unable to access the area or complete our duties safely	We suggest adding the phrase 'where reasonably possible' to this section. Typically, missed collections will be addressed during the return trip, if the route permits, or the following week. If penalties for missed collections are to be imposed, please provide clarification on the penalty amount, as it will need to be incorporated into our third -party collection agreements.	See previous response	See Above
3.9 Customer Service	(c) iii	It would be helpful if CM would provide a template for data collection.		A template will be provided to collect data such as: contractor, staff member who managed the inquiry, date of inquiry, contact method, inquiry type (damage, complaint, general question etc) residents name, city, address, phone #, email, type of dwelling, action required, whether the inquiry was resolved or requires escalation, date of resolution and any notes.	No

SOW Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
3.9 Customer Service and Management	(a)	The customer service requirement exceeds what we currently provide, our hours of operation is 830-4pm (M-F). The additional customer service requirement will result extra administrative costs. Will Municipalities be compensated for this? Will the receiving facilities hours of operation have to meet the hours of operation for the collection run?	We recommend reducing the requirement to our regular hours of operations and removing the 24-hour emergency line requirement. It would be difficult to justify operationally especially for PPP. What type of compensation will be provided for the administrative overhead for customer service management? Compensation should also be extended to municipalities that opt out, as they will still bear the responsibility of handling customer service for their residents. Residents are unlikely to call multiple numbers for their concerns; they will contact the municipality, as it is perceived as a municipal issue	Community specific customer service hours of operation can be incorporated into the SOW as needed prior to executing agreements. The intent of the 24-hour emergency phone number is related to emergencies like accidents, extreme weather, and other significant operational disruptions. It not for public use, it is for CM use only. If a Municipality decides to opt out, CM will step in to provide collection services, customer service, and P&E.	Can revise based on commercial discussions with individual communities.
3.9 Customer Service and Management	(a)	The customer service requirements exceed those presently provided and would increase costs due to the need for additional staffing / hours and/or the use of a contracted service. Will admin compensation cover these costs?	Reduce requirements to regular working hours and omit 24-hour emergency number. There are no solid waste emergencies (especially related to PPP) that I can think of that require 24-hour coverage	See previous response	No
3.9 Customer Service and Management	(a)	The customer service requirement exceeds what we currently provide, our hours of operation is 800 -4pm (M -S) in Baddeck and T S in New Haven and Dingwall. The additional customer service requirement will result extra administrative costs. Will Municipalities be compensated for this? Will the receiving facilities hours of operation have to meet the hours of operation for the collection run?	We recommend reducing the requirement to our regular hours of operations and removing the 24-hour emergency line requirement. It would be difficult to justify operationally especially for PPP. What type of compensation will be provided for the administrative overhead for customer service management? Compensation should also be extended to municipalities that opt out, as they will still bear the responsibility of handling customer service for their residents. Residents are unlikely to call multiple numbers for their concerns; they will contact the municipality, as it is perceived as a municipal issue	See previous response	No
3.9 Customer Service and Management	a (ii)	What deems as an emergency? Examples of emergencies in other municipalities, we have a 24 hour emergency line for our residents, mostly to be used for sewer backups and emergency services (plowing and flooding).	I feel a definition of an emergency or examples given in the document would be helpful.	The intent of the 24-hour emergency phone number is related to emergencies like accidents, extreme weather, and other significant operational disruptions. It not for public use, it is for CM use only.	No
3.9 Customer Service	(a) ii	We currently do not operate a 24-hour solid waste hotline. What is deemed an emergency by CM?		See previous response	No

SOW Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
3.9 Customer Service and Management	(a) (b) (c)	Are we permitted to sub-contract phone service if we sub-contract the collection?		When collection is subcontracted, the subcontractor is responsible for the customer service inquiries.	No
3.10 Promotion/Education	(b)	Would it be possible to know what the turn around time will be when materials require approval from CM.		3-5 Business days	No
3.10 Promotion and Education		Whether our municipality opts in or out, there will be significant P&E costs. Opting in would provide approximately \$11,250 annually for P&E, but additional costs will be required to communicate the message to our residents. As mentioned earlier, our municipality's vast geographical landscape means that reaching all residents will require community sessions throughout the county. If our municipality opts out, we will still bear the responsibility of educating our residents, which will result in additional P&E expenses.	A one-time increase in P&E compensation should be provided for the first two years of the program. Compensation should also be extended to municipalities that opt out, as they will still bear the responsibility of educating their residents	If a Municipality decides to opt out, CM will step in to provide collection services, customer service, and P&E.	No
3.10 Promotion and Education		Whether our municipality opts in or out, there will be significant P&E costs. Opting in would provide approximately \$11,250 annually for P&E, but additional costs will be required to communicate the message to our residents. As mentioned earlier, our municipality's vast geographical landscape means that reaching all residents will require community sessions throughout the county. If our municipality opts out, we will still bear the responsibility of educating our residents, which will result in additional P&E expenses.	A one-time increase in P&E compensation should be provided for the first two years of the program. Compensation should also be extended to municipalities that opt out, as they will still bear the responsibility of educating their residents.	See previous response	No
4.1 Record Keeping and Reporting	(f) (ii)	Clarification: Details required for recording "all Customer requests, complaints and inquiries" seems excessive for all calls. Caller's mailing address, email, name etc. are not justifiable to collect for general questions about sorting, collection day or preparing recycling.	More clarification needed on this requirement. Many complaints or inquiries come through social media, or telephone where requesting an email or mailing address is unnecessary.	A template will be provided to collect data such as: contractor, staff member who managed the inquiry, date of inquiry, contact method, inquiry type (damage, complaint, general question etc) residents name, city, address, phone #, email, type of dwelling, action required, whether the inquiry was resolved or requires escalation, date of resolution and any notes. We understand that email addresses, full addresses and or some contact details are not always available, but the inquiry types should fall into the categories provided.	No

SOW Comments and Responses (continued)					
Section	Clause	Comments	Suggested Edits	CM Response to Community	Will CM revise?
Exhibit 5: Compensation		I do not see a fuel price adjustment mechanism	Our contracts have included a fuel price adjustment mechanism given the high volatility in fuel pricing. Is something similar considered in these contracts?	Compensation for services (e.g., cost per Single-Family Dwelling Stops) can be adjusted ~ annually for CPI, which accounts for energy pricing fluctuation. There will no adjustment for fuel prices.	No
Exhibit 5: Compensation		Current contracts have different prices for payment of collection on private roads? Is it possible to capture these stops differently than your typical stop?		Compensation will be based on a cost per stop (e.g., Single-Family and Multiple-Family Dwelling stops) regardless of the type of road.	No