

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-41

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND CIRCULAR MATERIALS ONTARIO. (Promotion and Education of Blue Box Material Agreement)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Circular Materials Ontario, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

*Original signed by:*

\_\_\_\_\_  
Wade Mills, Warden



\_\_\_\_\_  
Michelle Dunne, Clerk

**For a complete copy of the agreement, please contact the Clerk's department.**

This agreement (this "Agreement") is entered into as of \_\_\_\_\_, ("Effective Date")

Between

County of Dufferin, a corporation incorporated under the laws of Ontario, having a place of business at 30 Centre Street, Orangeville ON, L9W 2X1 ("Contractor")

And

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

**RECITALS**

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

WHEREAS, CMO issued an offer to the Contractor in connection with the promotion and education of Blue Box Material and related services; and

WHEREAS, Contractor and CMO (each a "Party", and collectively the "Parties") jointly desire to enter into this Agreement respecting the promotion and education of Blue Box Material and related services for the Eligible Community listed in Exhibit 3; and

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

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 Agreement, as follows:

**[Remainder of Page Intentionally Left Blank]**

## **EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS**

### **ARTICLE 1 DEFINITIONS**

#### **1.1 Definitions**

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

“COLLECTION SERVICES” means the work required for the collection, or receipt in the case of a depot, of Blue Box Material from an Eligible Source located within an Eligible Community and delivery of the collected Blue Box Material to a RF.

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

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

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

“HOUSEHOLD” means (i) a Residence, (ii) a dwelling unit contained within the type of Facility described by section (a) of the definition of “facility” in the Regulation and (iii) households agreed by the Parties to be households for the purposes of the Agreement (including the households referred to in Exhibit 2).

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

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

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

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

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

“SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible Community.

“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 Agreement.