

AGREEMENT
for
ELIGIBLE COMMUNITY PROMOTION AND EDUCATION
(NO COLLECTION SERVICES)

This agreement (this “Agreement”) is entered into as of _____, (“Effective Date”)

Between

The Corporation of Haldimand County, a corporation incorporated under the laws of Ontario, having a place of business at 53 Thorburn Street South, Cayuga ON, N0A 1E0 (“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:

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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.

ARTICLE 2 TERM

2.1 Term

This Agreement will commence on the Service Commencement Date and its initial term will continue until December 31, 2025 unless terminated as set out in Article 4. CMO and the Contractor, by mutually written agreement, may extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the “Term”.

ARTICLE 3 PROMOTION AND EDUCATION SERVICES

3.1 Promotion and Education Services

- (a) The Contractor shall have responsibility for executing the following promotion and education activities, as applicable, for Households identified in Exhibit 4 (“**Promotion and Education Activities**”):
 - Waste guides and calendars
 - Waste website widgets and related mobile apps.
- (b) Where the Contractor is providing waste guides and calendars, the Contractor will have responsibility for:
 - (A) the development, design, printing, and distribution of the waste guides and calendars to Households.
 - (B) providing persons associated with Households information about Collection Services, including:
 - the days and times that Collection Services are provided;
 - a list of Blue Box Material that may be deposited into blue box receptacles;
 - a list of materials that may not be deposited into blue box receptacles;
 - a description of how blue box receptacles can be replaced, or how additional blue box receptacles can be requested; and
 - the telephone number and email address of the Contractor delivering Collection Services at which persons may receive responses to questions or concerns relating to Collection Services.
- (c) Where the Contractor is managing waste website widgets and related mobile apps, the Contractor will have responsibility for:
 - (A) Maintaining all subscription requirements;
 - (B) Managing any Non-Blue Box Material-related content and information, as applicable; and
 - (C) Providing CMO with a login account to allow CMO staff to manage content related to Blue Box Material.

- (d) Contractor is to provide Promotion and Education Activities are at a standard similar to or exceeding the standard of Promotion and Education Activities prior to the Service Commencement Date.
- (e) CMO 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 Agreement against third party violators, including but not limited to seeking injunctive relief.

ARTICLE 4 TERMINATION

- 4.1** Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement, as follows:
- (a) If there is a Legislative Change, immediately, upon written notice being provided to the Contractor; or
 - (b) If Contractor fails to deliver the Promotion and Education Activities set out in Section 3.1 or the standard of such Promotion and Education Activities falls below the standard prior to the Service Commencement date and does not rectify the failure within 30 calendar days of receipt of notice thereof from CMO.
- 4.2** Either Party may, at any time and without cause, terminate this Agreement for convenience upon giving the other Party 180 days' written notice (or such shorter amount of notice if agreed in writing by the other Party).

ARTICLE 5 STANDARD CONDITIONS

5.1 Governing Laws

This Agreement will be interpreted and governed by the laws of the Province of Ontario.

5.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Laws 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 Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, 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.

5.3 Assignment

This Agreement enures to the benefit of and is binding upon the Contractor and CMO 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 Agreement, including any rights or obligations under this Agreement, or its power to execute such Agreement, without the prior written consent of CMO.

5.4 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 Agreement, 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 Agreement was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

5.5 Changes to Agreement

- (a) Changes to this Agreement may only be made in writing signed by duly authorized representatives of both Parties.
- (b) Except as otherwise expressly stated in this Agreement, no amendment, supplement, modification or waiver or termination of this Agreement 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, CMO may propose any revisions to this Agreement 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 CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. CMO 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.

5.6 Conflicts and Omissions

- (a) Neither Party to this Agreement shall take advantage of any apparent error or omission in this Agreement. 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 Agreement, 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 Agreement which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.

5.7 Duty to Notify

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 Agreement, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

5.8 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario 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 Agreement 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 Ontario or Government of Canada, 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.

5.9 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 Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

5.10 Counterparts

This Agreement 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 Agreement may be executed by electronic signature. CMO 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 Agreement.

5.11 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 Agreement 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 CMO:

Circular Materials Ontario
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Jennifer James, Director, Marketing & Communications – Eastern Canada

Email: operations@circularmaterials.ca

To Contractor:

The Corporation of Haldimand County
53 Thorburn Street
South Cayuga, ON N0A 1E0
Attention: Nancy McKinnon

Email: nmckinnon@haldimandcounty.on.ca

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

The Corporation of Haldimand County

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

Circular Materials Ontario

By: _____
Name: Allen Langdon
Title: CEO

I have authority to bind CMO

EXHIBIT 2: HOUSEHOLDS RECEIVING COLLECTION SERVICES

Eligible Community	Number of Households Receiving Collection Services
The Corporation of Haldimand County	19,316

***NOTE: The number of Households for multi-family buildings is determined by the number of dwelling units located within the applicable multi-family building.**

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

EXHIBIT 3: SERVICE COMMENCEMENT DATE

The table included below lists the Service Commencement Date when services, forming the Work described by this Agreement, are to commence in each Eligible Community.

Eligible Community	Service Commencement Date
The Corporation of Haldimand County	January 1, 2024

EXHIBIT 4: COMPENSATION

- 1.1 In consideration for Contractor's performance of the Promotion and Education Activities, CMO will pay Contractor the Unit Price for the applicable Promotion and Education Activities selected (as indicated by an x in the associated check box) in the table below:

	Promotion and Education Activities	Unit Price per Year \$ per Household Receiving Collection Services
<input checked="" type="checkbox"/>	Waste guides and calendars	\$0.35
<input checked="" type="checkbox"/>	Waste website widgets and mobile apps	\$0.15

- 1.2 For clarity, the number of Households listed in Exhibit 2 shall be used in the calculation of the Unit Price even if the number of Households listed in Exhibit 2 is not the actual number of Households at the start of the applicable calendar year.

- 1.3 All amounts are in Canadian funds.

- 1.4 Documentation and Payment

- (a) The payment provided by CMO as identified in this Exhibit must only be used with respect to Blue Box Material and may not be used for any Promotion and Education Activities for non-Blue Box Material (i.e garbage, organics, etc.).
- (b) CMO may issue a purchase order in respect of the Agreement. Any such purchase order shall be solely for the convenience of CMO and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CMO or the Contractor or in any way be deemed to supersede or amend this Agreement or be considered to form part of this Agreement.
- (c) CMO shall pay the amount due under Section 1.1 on January 31 of each year during the Term of this Agreement. Where the Contractor's Service Commencement Date falls on a date other than January 1st, the first payment will be made thirty (30) days following the Service Commencement Date and the Unit Price for the first payment will be calculated as follows: Unit Price in the table in Section 1.1 divided by twelve (12) and multiplied by the number of full months between the Service Commencement Date and December 31.
- (d) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- (e) The Contractor shall inform CMO of any payment errors that result in payment errors by CMO in a timely manner by issuing a written notice informing CMO 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 CMO within thirty (30) calendar days.

- 1.5 Taxes

- (a) Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, 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.

- (b) The Contractor is a registrant within the meaning of Part IX of the Excise Tax Act and shall provide CMO with its harmonized sales tax ("HST") number.

1.6 Monies Due to CMO

In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.