

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2025-50

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 23rd day of October, 2025.

Original signed by:

Janet Horner, Warden

Original signed by:

Michelle Dunne, Clerk





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

This agreement (this "**Agreement**") is entered into as of 14-Oct-2025, ("**Effective Date**")

Between

The Corporation of the County of Dufferin, a corporation incorporated under the laws of Ontario, having a place of business at 55 Zina St., Orangeville ON, L9W 1E5 (**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 2; 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]



SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

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 Agreement or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

"Blue Box Material" has the meaning set out in the Regulation.

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

"Collection Receptacle" means any reusable bin, box, tote, bag, open container, or cart acceptable to CMO used for household storage and curbside set-out of Blue Box Material in the performance of Collection Services.

"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 1).

"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 CMO in its sole and absolute discretion.

"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.