

# The Corporation of the Municipality of Brockton



## By-Law 2024-029

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Being a By-Law to Authorize the Signing of a Partnership Agreement With Cleanfarms for the Purpose of Collecting Bale Wrap in the Municipality of Brockton.

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**Whereas** The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an agreement with Cleanfarms with respect to collecting bale wrap in the Municipality of Brockton;

**And Whereas** prior to April 1, 2024 Cleanfarms was already operating a program for the recovery and reclamation of bale wrap in collaboration with municipalities in Bruce County for the benefit of participating farmers;

**And Whereas** there is a desire to continue collecting bale wrap in collaboration with Cleanfarms;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an partnership agreement with Cleanfarms which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 That the Mayor and Clerk are hereby authorized to sign the partnership agreement between the Corporation of the Municipality of Brockton and Cleanfarms.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Cleanfarms Agreement By-Law".

**Read, Enacted, Signed and Sealed this 9th day of April, 2024.**

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Mayor – Chris Peabody

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Director of Legislative and Legal Services (Clerk)  
– Fiona Hamilton

## PARTNERSHIP AGREEMENT

This partnership agreement (hereinafter the "**Agreement**") entered into force on April 1<sup>st</sup>, 2024 (hereinafter-the "**Effective Date** ")

**BETWEEN: MUNICIPALITY OF BROCKTON**  
100 Scott Street, P.O. Box 68  
Walkerton, ON N0G 2V0  
(hereinafter referred to as "**Municipality**")

**CLEANFARMS**  
10 Four Seasons Place, Suite 400  
**AND** Etobicoke, ON M9B 6H7  
(hereinafter referred to as "**Cleanfarms**")

(The Municipality and Cleanfarms are individually referred to as a "**Party**"  
and, collectively, the "**Parties**")

### PREAMBLE

**WHEREAS** Cleanfarms is a not-for-profit organization that implements and manages programs for the collection of certain agricultural waste;

**WHEREAS**, prior to April 1<sup>st</sup>, 2024, Cleanfarms was already operating a program for the recovery and reclamation of bale wrap in collaboration with municipalities in Bruce County for the benefit of participating farmers;

**WHEREAS** the Municipality wishes to continue collect bale wrap from local constituents, in collaboration with Cleanfarms;

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

### ARTICLE 1: OBJECT

- 1.1 Cleanfarms and the Municipality will work collaboratively to collect, bale, transport, and recycle bale wrap in accordance with the requirements and terms of the Agreement.

### ARTICLE 2: SERVICES

- 2.1 The Municipality undertakes to provide, under the terms of the Agreement, the following services:
  - 2.1.1 Providing a drop-off location for white bale wrap (LLDPE) for local constituents of the Municipality;

- 2.1.2 Accepting white bale wrap either in collection bags or in pre-made bales fabricated by farmers using Cleanfarms-distributed compactors;
- 2.1.3 Baling the bagged bale wrap using a hydraulic press, provided by Cleanfarms, or other baler that produces similar bales;
- 2.1.4 Placing the completed bales on pallets and storing the bales until a full load is completed and can be shipped out. Shipment will be as coordinated by and the responsibility of Cleanfarms;
- 2.1.5 Ensuring only white bale wrap is accepted at collection sites as part of this program and that materials are properly prepared (ie. reasonably clean, free of major debris or contaminants);
- 2.1.6 In collaboration with Cleanfarms, inform participants of the program and make them aware of the importance of recovering materials.

(collectively, the "**Services**").

### **ARTICLE 3 : THE MUNICIPALITY'S OBLIGATIONS UNDER THE AGREEMENT**

- 3.1 During the Term of the Agreement, the Municipality undertakes, as part of the performance of the Services, to:
  - 3.1.1 Comply with best practices applicable to the Services;
  - 3.1.2 Maintain its equipment in good working order at all times, so that it meets the requirements of any applicable laws with respect to performance, health and safety, and the environment;
  - 3.1.3 Accept only bale wrap and exclude any unaccepted materials;
  - 3.1.4 Provide advance notice to Cleanfarms of any changes that may occur in the performance of the Services;
- 3.2 It is the responsibility of the Municipality that its employees and subcontractors comply with the foregoing.

### **ARTICLE 4 : CLEANFARM'S OBLIGATIONS UNDER THE AGREEMENT**

- 4.1 During the Term of the Agreement, Cleanfarms undertakes to perform the following obligations at no cost to the Municipality:
  - 4.1.1 Implement the program;
  - 4.1.2 Coordinate and schedule transportation for the bales of bale wrap from the municipal collection site to the recycler;

- 4.1.3 Make all necessary arrangements with the operators of the municipal collection site to load the materials when ready for shipment to recycler;
- 4.1.4 Make all necessary arrangements with the operators of the recycling facility to unload the materials;
- 4.1.5 Collaborate with the Municipality to communicate with the participants of the program, in order to inform them and make them aware of the importance of recovering the materials and the guidelines to be applied to do so properly;
- 4.1.6 When possible, provide to the Municipality with the documented quantities of materials diverted from landfill, removed from their collection sites, or received at the recycler;
- 4.1.7 In the event of a temporary or permanent closure of the recycler during the course of the agreement, notify the Municipality immediately and work towards finding an alternative. If an alternative cannot be secured imminently, the Municipality undertakes storing the materials until an agreed upon receiver for the materials is determined.

#### **ARTICLE 5: REFUSAL TO LOAD**

- 5.1 In the event of any bales not anticipated to be accepted by the recycler due to contamination or unaccepted materials, Cleanfarms shall have the right, but not the obligation, to refuse any such load. In such a case, the Municipality undertakes to proceed, at its own expense, with the Disposal or Recovery of such a load.
- 5.2 Cleanfarms must notify the Municipality in writing of the reasons for the refusal of loading.

#### **ARTICLE 6: CONFIDENTIALITY**

- 6.1 Unless it has obtained the prior written consent of the other Party, each Party agrees not to use any Confidential Information disclosed by the other Party for any purpose other than to fulfill its obligations under this Agreement.
- 6.2 Each Party acknowledges and agrees that the loss, unauthorized disclosure or use of the Disclosing Party's Confidential Information would cause irreparable harm and damage to the Disclosing Party.

#### **ARTICLE 7: DURATION**

- 7.1 This Agreement is effective as of the Effective Date and expires on October 1<sup>st</sup>, unless terminated in accordance with Article 8.
- 7.2 The Agreement may be renewed if agreed to by both parties. If feasible, the agreement will continue under the same or amended conditions, and a renewal notice letter will be sent to the Municipality outlining the extension period and/or any amendments to the conditions. The renewal is to be signed by both parties as confirmation.

## ARTICLE 8: TERMINATION

- 8.1 Notwithstanding anything to the contrary in this Agreement, either Party may terminate this Agreement at any time by providing the other Party with thirty (30) days' written notice.

## ARTICLE 9: FORCE MAJEURE

- 9.1 Neither Party shall be liable to the other Party, nor shall it be deemed to have breached the terms of this Agreement, in the event of its failure to comply with or perform its obligations hereunder, acting in good faith, by reason of a Force Majeure Event for which it is not responsible and which it could not have avoided despite its commercially reasonable efforts.
- 9.2 The performance of the obligations of the Party invoking Force Majeure shall be suspended until the Force Majeure Event ceases and shall resume as soon as the Force Majeure Event has ceased.
- 9.3 In the event of Force Majeure, the affected Party shall immediately give written notice to the other Party setting forth its inability to perform its obligations under this Agreement and the reasons for its incapacity.
- 9.4 with this Agreement, the judicial district shall be that of Toronto, Ontario.

## ARTICLE 10 : COMMUNICATIONS

- 10.1 Notices, requests or other communications required to be given under this Agreement must be in writing and sent by email to the following addresses:

To the Municipality: [nschnurr@brockton.ca](mailto:nschnurr@brockton.ca)

At Cleanfarms: [dentremontl@cleanfarms.ca](mailto:dentremontl@cleanfarms.ca) and [lajeunessec@cleanfarms.ca](mailto:lajeunessec@cleanfarms.ca)

Such addresses may be changed by either Party by notifying the other Party in accordance with this provision.

## ARTICLE 11: MISCELLANEOUS

- 11.1 **Relationship:** The Parties are independent of each other and are not agents, partners, or employers/employees of the other Party. This Agreement does not authorize the Parties to enter into or execute any agreement on behalf of the other Party.
- 11.2 **Assignment:** Neither Party may assign this Agreement without the prior written consent of the other Party.
- 11.3 **Parties:** This Agreement shall apply to and be binding upon the Parties and their respective successors and assigns.

- 11.4 **Waiver:** No waiver of any of the sections hereof shall be valid unless in writing and signed by all Parties. Failure to exercise, or delay in exercising any right or remedy hereunder shall not be deemed a waiver of such right or remedy.
- 11.5 **Amendment:** Any amendment hereto shall be in writing and signed by both Parties.
- 11.6 **Validity:** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall remain valid and enforceable without being affected by the invalidity or unenforceability of such provision.
- 11.7 **Entire Agreement:** This Agreement and its schedules contain the entire agreement between the Parties with respect to its subject matter and supersede all prior agreements, contracts, promises, representations and warranties, whether oral or written, between the Parties or not expressly set forth in this Agreement.
- 11.8 **Considerations:** This Agreement may be executed in one or more counterparts and constitutes a single agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement dated:

**Date:** April 9, 2024

By: \_\_\_\_\_

Name: Chris Peabody

Title: Mayor

By: \_\_\_\_\_

Name: Fiona Hamilton

Title: Director of Legislative and Legal Services (Clerk)

By: \_\_\_\_\_

Name: Christine Lajeunesse

Title: Director Eastern Canada, Cleanfarms

## APPENDIX A

The Materials that are accepted under this Agreement are bale wrap plastics (LLDPE), i.e . white films for hay bale wrapping, individual or in tubes.



## Accepted Materials









## Materials Not Accepted

- Materials other than white film, including black and white silage cover

