

## AMENDING AGREEMENT

THIS AMENDING AGREEMENT made with effect as of the      day of      ,  
2022.

### **BETWEEN:**

CALL2RECYCLE CANADA, INC. ("Call2Recycle")

- and -

THE CORPORATION OF THE TOWNSHIP OF  
CHAMPLAIN;

THE CORPORATION OF THE TOWNSHIP OF EAST  
HAWKESBURY; and

THE CORPORATION OF THE TOWN OF HAWKESBURY

(hereinafter collectively referred to as the "Local  
Government")

### **RECITALS:**

- (a) Call2Recycle and the Local Government entered into the Used Consumer-Type Portable Battery Recycling Agreement (the "**Agreement**").
- (b) The parties wish to amend the Agreement in the manner set forth in this Amending Agreement.

**NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES** that, in consideration of the mutual covenants and agreements contained in this Amending Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the parties covenant and agree as follows:

## **ARTICLE 1 - INTERPRETATION**

### **1.1 Recitals True and Correct**

The recitals to this Amending Agreement are true and correct and provide for the authorization of the amendments to the Agreement as set out in this Amending Agreement.

## **1.2 General**

All capitalized terms used in this Amending Agreement, unless otherwise defined shall have the meanings given to them in the Agreement.

## **1.3 Nature of the Amendments to the Agreement**

This Amending Agreement shall be effective as of the date first written above. As of and from such date, the provisions of the Agreement and this Amending Agreement shall be read together and have effect as though all of such provisions were contained in one instrument.

# **ARTICLE 2 - AMENDMENTS**

## **2.1 Amendments to Section 4.1**

- (a) Section 4.1(a)(i) of the Agreement is hereby amended by deleting the references to “a fee of \$0.55 per kilogram” and replacing it with “a fee per kilogram as set out in Schedule “A”, as may be amended from time to time, provided Call2Recycle may unilaterally increase such amount at any time upon written notice”.
- (b) Section 4.1(a)(i) of the Agreement is hereby amended by deleting the references to “a fee of \$1.20 per kilogram” and replacing it with “a fee per kilogram as set out in Schedule “A”, as may be amended from time to time, provided Call2Recycle may unilaterally increase such amount at any time upon written notice”.

## **2.2 Schedule “A”**

A new Schedule “A” is added to the Agreement in the form attached as Section “A” to this Amending Agreement.

# **ARTICLE 3 - GENERAL PROVISIONS**

## **3.1 Confirmation of Agreement**

The Agreement, as amended by this Amending Agreement, continues in full force and effect and is hereby confirmed by the parties.

## **3.2 Governing Law and Forum**

This Amending Agreement is governed by and construed, interpreted and enforced in accordance with the laws of the Province of Ontario.

*[Signature page follows]*



**IN WITNESS WHEREOF** the parties have executed this Amending Agreement agree to be bound as of the day, month and year first written above.

**CALL2RECYCLE CANADA, INC.**

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

Name:

Title:

*I have authority to bind Call2Recycle*

**THE CORPORATION OF THE TOWNSHIP OF  
CHAMPLAIN**

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

Name: Normand Riopel

Title: Mayor

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

Name: Alison Collard

Title: Clerk

*We have authority to bind the Municipality*

**THE CORPORATION OF THE TOWNSHIP OF  
EAST HAWKESBURY**

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

Name: Robert Kirby

Title: Mayor

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

Name: Hemi Villeneuve

Title: Clerk

*We have authority to bind the Municipality*

THE CORPORATION OF THE TOWN OF  
HAWKESBURY

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

Name: Robert Lefebvre

Title: Mayor

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

Name:

Title:

*We have authority to bind the Municipality*

## SCHEDULE "A"

### Compensation Rates

Effective Date	Depot Collections Fee (per kilogram)	Household Hazardous Waste Event Collections Fee (per kilogram)
Up until and including December 31, 2022	\$0.55	\$1.20
January 1, 2023	\$0.65	\$1.42