

To: Community and Operations Services Committee

From: Kevin Alexander, Commissioner,  
Community and Operations Services Department

Report Number: CO-24-46

Date of Report: September 11, 2024

Date of Meeting: September 16, 2024

Subject: Textile Recycling Donation Bins

Ward: All Wards

File: 03-05

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## **1.0 Purpose**

The purpose of this Report is to provide an update on the National Trust Diabetes textile recycling donations bins located at four (4) City recreation facilities and to seek direction on the future of the program.

Attachment 1 is original Correspondence CS-18-15 from Simon Langer, National Manager, Government and Strategic Partnerships, National Diabetes Trust requesting the City's participation in Diabetes Canada's Used Textile Diversion Program.

Attachment 2 is the original license agreement for a 12 Month Pilot Project executed on June 5, 2018, which was extended annually to October 2023.

Attachment 3 is the most recent license agreement executed on October 20, 2022 and which expired on October 19, 2023.

## **2.0 Recommendation**

That the Community and Operations Services Committee recommend to City Council:

That the Community and Operations Services Committee select an option as detailed in Section 4.4 of Report CO-24-46 concerning "Textile Recycling Donation Bins", dated September 11, 2024.

### 3.0 Input From Other Sources

- Finance Services
- Legal Services
- Legislative Services
- Waste Services
- Municipalities: Ajax, Barrie, Kingston, Markham, Pickering, Whitby and Region of Durham.

### 4.0 Analysis

#### 4.1 Background

On March 19, 2018, City Council considered CS-18-15 from Simon Langer, National Manager, Government and Strategic Partnerships, National Diabetes Trust requesting the City's participation in Diabetes Canada's Used Textile Diversion Program. At its March 19, 2018 meeting, Council provided the following direction:

That the City enter into an agreement with Diabetes Canada to install recycling bins at Recreations Centres as determined by the Commissioner, Community Services Department; and,

That the agreement be for a 12-month pilot project in a form and content satisfactory to the City Solicitor and the Commissioner, Community Services Department.'

An agreement was executed on June 5, 2018, and donation bins were placed at the following facilities in October 2018:

- Civic Recreation Complex
- Delpark Homes Centre
- Donevan Recreation Complex
- South Oshawa Community Centre

The agreement for location of the bins has been renewed on an annual basis through to the expiry of the program in October 2023. The program stopped briefly during the COVID-19 pandemic in March 2020 and resumed in July 2020.

Diabetes Canada has been collecting clothing and small household donations across Canada for over 30 years. Diabetes Canada has a partnership with Value Village where all donations generate funding to support diabetes research, education, programs, services and advocacy. Diabetes is solely responsible for picking up and maintaining the donation bins.

#### 4.2 Textile Diversion Program

[Fashion Takes Action](#), a non-profit organization established to advance sustainability, has estimated that Canadian households dispose of 480 kilotons of textile waste each year. Textile waste is growing in large part due to increased sales of cheaper clothes and the

trend of "fast fashion" that's leading to more garments being thrown out. Textile recycling plays an important role in reducing waste and helps to conserve natural resources, reduce greenhouse gas emissions, and promotes a circular economy by repurposing used materials.

Oshawa's Textile Diversion Program, initiated in 2018 in partnership with Diabetes Canada, has resulted in the diversion of over 500 tonnes of textiles from disposal, contributing to significant environmental benefits. Recycling 500 tonnes of textiles is equivalent to giving a second life to approximately 5.9 million T-shirts, assuming an average T-shirt weighs 170 grams. Such efforts not only conserve resources but also reduce the environmental footprint associated with the production of new garments. Diabetes Canada has estimated that this diversion has resulted in 11,389 T/CO<sup>2</sup>e reduction in carbon emissions and 2,044 kiloliters of water savings.

The utilization of the bins has been very high, especially at Delpark Homes Centre and Donevan Recreation Complex. Diabetes Canada staff originally scheduled daily pick-ups; however, as the popularity of the program has increased Diabetes Canada has responded with increased service levels to address overflowing bins. Currently, the bins located at Donevan Recreation Complex are serviced three times per day while all other locations are serviced twice daily.

Table 1.0 illustrates the collection weight in tonnes for each year since the implementation of the program as provided by Diabetes Canada.

**Table 1.0: Weight of Textiles Collected (Tonnes)**

Facility	Year						
	2018	2019	2020	2021	2022	2023	Grand Total
Civic Recreation Complex	1	6	5	20	12	11	55
Delpark Homes Centre	3	16	17	75	36	42	189
South Oshawa Community Centre	1	7	7	28	18	22	83
Donevan Recreation Centre	3	20	18	96	52	74	263
<b>Grand Total</b>	<b>8</b>	<b>49</b>	<b>47</b>	<b>219</b>	<b>118</b>	<b>149</b>	<b>590</b>

Despite its success, the program faces challenges, specifically illegal dumping and scavenging. Not all items dropped off are textile in nature. During the term of the agreement, Diabetes Canada has been quick to respond and adjusted collection schedules to address concerns. Staff occasionally receive complaints from concerned

residents on the appearance and condition of the bins when illegal dumping or scavenging occurs. The current program has no financial impact outside of complaint response.

### 4.3 Municipal Comparators

Other municipalities in Ontario have implemented similar textile recycling initiatives on municipal property.

Each municipality surveyed noted similar concerns regarding overflowing materials, illegal dumping, and scavenging when considering the implementation of a textile recycling program. The municipalities that have implemented the program have found them to be successful, in part due to minor operational adjustments and the responsive nature of the partner agencies.

Overall, municipalities did tend to experience challenges with the volume of materials donated and illegal dumping; however, most noted the challenges were minimal. The municipalities surveyed have adopted various approaches, from direct bin placements and partnerships with charities, to educational initiatives and operational adjustments to manage textile recycling effectively.

<b>Jurisdiction</b>	<b>Program</b>	<b>Details</b>	<b>Operational Considerations</b>	<b>Partnerships</b>
<b>Ajax</b>	No	Previously considered textile collection. Decided instead on education; Provides textile donation info and directs residents to charity pickup services.	Concerned about illegal dumping. Noted that Ajax was saturated with alternative donation opportunities on private property.	N/A
<b>Barrie</b>	Yes	Bins at 4 city facilities; supplemented by landfill drop-offs and curbside collections twice a year.	Bins placed far from high volume foot traffic with easy vehicle access, experience challenges with dumping.	Cornerstone is responsible for bin placement; Recycling Rewards (private company) is responsible for curbside collection and donations support Cornerstone.

Jurisdiction	Program	Details	Operational Considerations	Partnerships
<b>Durham Region</b>	Yes	Bins at Region’s Waste Management Facilities and some multi-residential properties; also holds Environment Days for donations.	Experienced challenges with scavenging at the Waste Management Facility in Oshawa despite there being a gate.	Partnered with Diabetes Canada
<b>Kingston</b>	Yes	2024 pilot with Renewal Squared; 20 bins on municipal property equipped with sensors. Managed proactively by private company.	Minor challenges with illegal dumping and overflow.  Operator is responsive in preventing overflow and clean-up, however challenges in collection scheduling can result in bins reaching capacity prior to pickup.	Managed by Renewal Squared; private company.
<b>Markham</b>	Yes	Banned textiles from garbage. 160 bins on municipal and private lots; launched in 2014/2015.	Bins are well maintained by partner agencies and are located in highly visible areas. On occasion bins may need to be relocated.  Explored volume sensors but found them costly.	Diabetes Canada, Salvation Army, Cornerstone.

Jurisdiction	Program	Details	Operational Considerations	Partnerships
Pickering	Yes	Bins on municipal property; partnered with Diabetes Canada. Bins are placed at 3 locations. The pilot has been successful with minimal issues.	Experienced minimal issues.  Diabetes Canada is responsible for overflow and illegal dumping. Bin wrapping directs residents to call Diabetes Canada with concerns.	Partnered with Diabetes Canada.
Whitby	No	Previously considered; found textile recycling effective without significant municipal involvement.	N/A.	N/A

**4.4 Program Options for Consideration**

The program has continued despite expiration of the previous formal agreement. Before entering into a new agreement with Diabetes Canada it is imperative to assess the program's impact, address its challenges, and explore sustainable options for the future. The rise of fast fashion has exacerbated textile waste, making programs like this more crucial. The following are options for Council’s consideration:

**4.4.1 Option 1: Renew the Partnership with Diabetes**

Over the term of the agreement, Diabetes Canada has been responsive to the City’s concerns and has made best efforts to address issues by providing additional collections, updating signage on the bins and relocating donation bins to higher visible locations. Outside of responding to occasional complaints and liaising with Diabetes Canada, the current partnership does not have a financial impact on the City. Staff could work with Diabetes to review the suitability of the current locations and the possibility of relocating the bins on site or to a different location. It is important to recognize that as the community evolves, site-specific concerns may also shift, necessitating periodic reviews to ensure ongoing suitability.

Pros:

- Proven track record in responding to concerns/issues including adjusting collection to address illegal dumping.
- Established relationship with City staff.
- Diabetes Canada has an established logistics network for collection and recycling.
- Program supports diabetes research, education, programs, services and advocacy.
- Uninterrupted service.
- Supports a charitable organization.

Cons:

- Challenges with Illegal dumping and scavenging.
- May require additional education and awareness to curb illegal dumping and focus on the goal and impact on charitable organizations.

If Option 1 is preferred, Community and Operations Services Committee may wish to consider the following motion:

That the Community and Operations Services Committee recommend to City Council:

“That pursuant to Report CO-24-46, dated September 11, 2024, concerning the City’s textile recycling program on municipal property, the Commissioner, Community and Operations Services be authorized to enter into a new agreement with Diabetes Canada, in a form and content to the satisfaction of the Commissioner, Community and Operations Services and the City Solicitor.”

#### **4.4.2 Option 2: Cease the Textile Recycling Program**

The program would be discontinued entirely, and all donation bins removed from City property. Residents would be directed to private drop-off locations. Staff would work with the Region of Durham to introduce more multi-residential collection locations and to promote the donation bins located at the Waste Management Facility in Oshawa. Advocating to address the issue of fast fashion and textile disposal at a provincial level to make producers responsible for managing the material would support the Province’s Strategy for a Waste-Free Ontario: Building the Circular Economy.

Pros:

- Removing bins would address the issues of illegal dumping and scavenging around donation bins at the various recreation facilities.
- Advocating for producer responsibility would put the onus on producers to address the current nature of fast fashion and to implement a consistent program across the province.
- Residents can be directed to other existing textile locations within the City and Region.

Cons:

- Ceasing the program would eliminate a significant waste diversion effort.
- Will not resolve or prevent illegal dumping in other areas.
- Residents who support the program may be disappointed and result in negative feedback and possible backlash from those that support textile recycling.
- May result in making recycling textiles less convenient and accessible for many possible users, unless properly educated on alternative options.

If Option 2 is preferred, the Community and Operations Services Committee may wish to consider the following motion:

That the Community and Operations Services Committee recommend to City Council:

“That pursuant to Report CO-24-46, dated September 11, 2024, concerning the City’s textile recycling program on municipal property, the agreement with Diabetes Canada not be renewed and all textile recycling bins be removed from all City-owned property.”

## **5.0 Financial Implications**

There are no financial impacts resulting from this report.

## **6.0 Relationship to the Oshawa Strategic Plan**

This report responds to the Oshawa Strategic Plan Priority Area “Care: Safe and Sustainable Environment” with the goal to collaborate and advocate for effective services, programs, and community safety and well-being support.



Brendan Browne, Manager, Programs,  
Recreation Services



Kevin Alexander, Commissioner,  
Community and Operations Services Department





CS-18-15

1400-522 University Avenue, Toronto, Ont  
Canada, M5G 2R5  
Call us: 1-800-BANTING  
(226-8464), [Diabetes.ca](http://Diabetes.ca)  
Charitable Number 11883 0744 RR0001

**Simon Langer**  
National Manager, Government and Strategic Partnerships  
National Diabetes Trust



Faculty of Environmental Studies  
York University, Toronto, Ontario,  
Canada, HNES 263B  
416-736-2100 ext: 22612 [www.yorku.ca](http://www.yorku.ca)

**Dr. Calvin Lakhan**  
Lead Researcher, Waste Wiki Project  
York University

Community Services Committee  
City of Oshawa  
5<sup>th</sup> Floor, Rundle Tower, City Hall  
50 Centre Street South  
Oshawa, Ontario  
L1H 3Z7

February 7, 2018

Dear Councillor Chapman and Respected Members of the Community Services Committee,

This letter is to request the City of Oshawa's participation in Diabetes Canada's used textile diversion program. Diabetes Canada is presently partnered with York University to conduct Canada's first national study on textile waste diversion, identifying the economic, environmental and social impacts of textile diversion for municipalities. Your municipalities' participation in this study is vital, as our findings are presently being used to inform new legislation regarding the management of used textiles in Ontario.

We firmly believe the City of Oshawa and Diabetes Canada can mutually benefit from a formal partnership, and Diabetes Canada is prepared to offer daily service for all municipal bins that serve your community. At present, it is estimated that more than 5,800,000 kgs of used textiles are being generated by households in the City of Oshawa on a yearly basis. This not only represents a significant amount of material being sent to landfills (more than 85% of used textiles presently goes to landfills), but it is a missed opportunity to generate revenue for critical, life-saving diabetes research.

Diabetes Canada and York University would like to work with the City of Oshawa in developing a comprehensive textile diversion program in your region. We would like to identify means and methods to support textile diversion through the placement of textile recycling bins and sheds at city arenas, multi residential buildings and other public spaces. Please note that our unique program accepts all grades of textiles including items that are ripped, torn, stained and or missing buttons. Diabetes Canada is uniquely positioned as a recognized charitable brand that has the requisite collection and processing infrastructure to ensure that used textiles are being managed effectively and responsibly (95% of all collected material are reused and or repurposed).



**Simon Langer**  
National Manager, Government and Strategic Partnerships  
National Diabetes Trust



Faculty of Environmental Studies  
York University, Toronto, Ontario,  
Canada, HNES 263B  
416-736-2100 ext: 22612 [www.yorku.ca](http://www.yorku.ca)

**Dr. Calvin Lakhan**  
Lead Researcher, Waste Wiki Project  
York University

York University has conducted studies that have highlighted how imperative it is for households to recognize who the operator of the bin actually is. “Charity masqueraders” (for profit enterprises that resell textiles) actually discourage household participation, as households are unsure as to what actually happens to their donation. An important element of this is to have clothing bins with municipal branding, indicating an approved charitable partner.

We welcome the opportunity to work with the City of Oshawa in developing a sustainable textile diversion program and including your municipality as part of the university’s national textile diversion study (we currently have over 160 municipal partnerships).

Thank you for your kind consideration and we look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Simon Langer".

Simon Langer  
National Manager, Government and Strategic Partnerships  
National Diabetes Trust / Diabetes Canada

A handwritten signature in black ink that reads "C. Lakhan".

Dr. Calvin Lakhan  
Lead Researcher, Waste Wiki Project  
Faculty of Environmental Studies

**RECYCLING BIN LICENCE AGREEMENT ("AGREEMENT")****8807**THIS LICENCE AGREEMENT made as of the 5<sup>th</sup> day of June 2018

BETWEEN

**THE CORPORATION OF THE CITY OF OSHAWA** (the  
"Licensor")

AND

**NATIONAL DIABETES TRUST** (the "Licensee")

**WHEREAS** the Licensor is the owner of certain properties on which the Licensee proposes to place textile recycling bins and /or sheds (the "Bins")

**AND WHEREAS** the Licensee is a trust that operates a textile recycling program throughout Canada whose sole beneficiary is the Canadian Diabetes Association (operating as Diabetes Canada)

**AND WHEREAS** the Licensor has a policy of encouraging textile recycling programs in order to divert these items from the waste stream and to benefit from any applicable diversion credit programs;

**AND WHEREAS** the Licensor has accordingly agreed to grant the Licensee a licence to place Bins in the location or locations described in greater detail in Schedule "A" on the terms and conditions contained herein (the "Licensed Space").

**AND WHEREAS** as per Community Services Committee CS-18-15 Report as approved by Council dated March 19, 2018, that the City enter into an agreement with Diabetes Canada to install textile recycling bins at Recreation Centres as determined by the Commissioner, Community Services Department; and that the agreement be for a 12 month pilot project.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the Licensor and the Licensee agree as follows:

**ARTICLE 1  
GRANT OF LICENCE**

- 1.1 The Licensor hereby grants to the Licensee a licence to use the Licensed Space for the purpose of placing, accessing and maintaining its Bins.
- 1.2 The Licensee acknowledges that it has inspected the Licensed Space and agrees to accept same on an "as is-where is" basis.

**ARTICLE 2  
TERM**

- 2.1 Subject to earlier termination as forth herein, the term of this agreement (the "Term") shall be for one year commencing on the date of this agreement (the "Commencement Date"). Notwithstanding the foregoing, this agreement may be terminated by either party on 30 days' prior written notice at any time after the first year of the Term. The Licensor shall not be liable for any liabilities, losses or expenses of the Licensee arising out of the termination of this License.

**ARTICLE 3  
LICENCE FEE**

3.1 The Licensor agrees not to charge any fee for the Licensed Space so long as the Licensee continues to operate its Bins for the benefit of Diabetes Canada and pays for any costs associated with the placement of the Bins on the Licensed Space.

**ARTICLE 4  
LICENSEE' COVENANTS**

4.1 The Licensee covenants and agrees with the Licensor as follows:

4.1.1 to secure, at the expense of the Licensee, all license, permits and authorizations required by any competent governmental body;

4.1.2 to abide by and ensure its agents, contractors and employees abide by all applicable laws and regulations, and to conduct its affairs in conformity with the law;

4.1.3 not to assign or transfer this Licence or in any way part with or share possession of the Licensed Space;

4.1.4 to maintain and keep the Licensed Space in good order and condition and free of garbage and debris and, to this end, to check and empty the Bins on a daily basis to ensure that there is no overflow of recycled items in the Licensed Space; furthermore, the Licensee will respond to any service issues within a 24-hour period.

4.1.5 After a snow fall or in icy conditions the Licensee will make the approach to the bins clear and safe within a reasonable time after the occurrence of the snow fall or icy conditions. Any bin Licensee's which is completely snowed under should be reported to the Operations Manager.

4.1.6 Licensee to maintain commercial general liability insurance throughout the Term in an amount of not less than \$5,000,000 to provide evidence of such insurance coverage by supplying a certificate of insurance to the Licensor. Licensor to be named as Additional Insured to the policy. Policy coverage shall include, but is not limited to, third party bodily injury including death, property damage, products and completed operations and personal injury. The Policy shall contain a cross-liability and/or severability clause, which protects each insured to the same extent as if they were separately insured. The Policy must be with a company or companies acceptable to the Licensor and in a form satisfactory to the Licensor acting reasonably. The Licensee shall verify that valid insurance coverage, as set out in this section, is in place by submitting a certificate of insurance to the Licensor upon execution of this Agreement, which must be acceptable in all respects to the Licensor. The Licensee will be fully responsible for the payment of any deductible in relation to any claim under the Policy.

4.2 The Licensee acknowledges that the Licensor shall not bear any responsibility for any damage occurring to any property on the Licensed Space during any maintenance activity undertaken by the Licensor on or in the vicinity of the Licensed Space.

## **ARTICLE 5 INDEMNITY**

5.1 The Licensee shall indemnify and save the Licensor harmless, including the Licensor's elected officials, officers, employees, agents and contractors, from and against any loss, cost, demand, action or claim brought against the Licensor as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, arising from or in relation to the Licensee's use of the Licensed Space including its operations, employees and third party invitees' use of the Licensed Space, except to the extent any of the foregoing result from the Licensor's negligence or deliberate actions.

5.2 The Licensee, including its officers, directors, members, guests, servants, employees, agents and contractors and all others having access to the Licensed Space by reason of this License, shall do so at his, her and their own risk and under no circumstances shall the Licensor be liable for any personal injury (including personal injury causing death or psychological trauma) and for any property damage, loss or theft suffered by any person, firm or corporation while upon the Licensed Space or the approaches or appurtenances thereto, it being understood and acknowledged that all such liability, if any, is assumed by the Licensee.

## **ARTICLE 6 TERMINATION**

6.1 If the Licensee breaches the terms of this Agreement and fails to correct such breach within 30 days' written notice from the Licensor, this Agreement may be immediately cancelled by written notice from the Licensor to the Licensee.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 The parties acknowledge that the Licensor is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The Licensee consents to the disclosure of this agreement in response to a request for records filed with the Licensor pursuant to MFIPPA.

7.2 Any notice required or permitted to be given hereunder may be given by personal delivery, delivered by courier, mailed by registered prepaid post, electronic mail (e-mail), or by facsimile transmission ("fax") to the parties at the following addresses:

- (a) if to the Licensor: 50 Centre Street South, Oshawa ON L1H 3Z7
- (b) if to the Licensee: 1400-522 University Avenue, Toronto ON M5G 2R5

or to such other address or fax number as any party may from time to time notify the other. Any such notice given in accordance with the above requirements shall be deemed to have been given, if mailed, on the fifth day following the date of such mailing or, if delivered or e-mailed, on the day on which it was delivered or e-mailed so long as such delivery was prior to 5:00 p.m. on a business day (and, if after 5:00 p.m. or if any such day is not a business day, then it shall be deemed to have been delivered on the next business day). Either party may from time to time by notice change the address to which notices to it are to be given. Notwithstanding the foregoing, during any interruption or threatened interruption in postal services, any notice shall be personally delivered or delivered by courier.



7.3 No waiver by any party hereto of any breach by any other party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations and, notwithstanding any statute to the contrary, any forbearance by any party hereto to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.

7.4 This agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, successors and permitted assigns. The Licensee may not assign its rights or obligations under this Agreement without the prior written consent of the Licensor.

7.5 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

7.6 This Agreement and any schedules hereto contain the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto.

7.7 If any section or sections or part or parts of a section or sections in this Agreement are determined by any court or tribunal of competent jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto as though the said section or sections or part or parts of a section or sections had never been included.

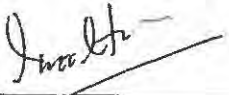
7.8 The Licensee agrees that it shall not register this Agreement or license or any notice or reference in respect of this Agreement against the title to the Licensed Space.

7.9 This Agreement shall not be construed as providing to the Licensee any ownership or other interest in the Licensed Space other than limited term rights as contained in this Agreement, and is not intended to convey any legal or beneficial ownership in the Licensed Space or any other licence or use rights to the Licensee or any other person.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

**NATIONAL DIABETES TRUST**

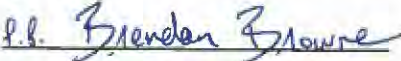
per:

  
\_\_\_\_\_

Name: **Naeem Mahmood**  
Title: **Executive Director**  
(I have the authority to bind the Corporation)

**THE CORPORATION OF THE CITY OF OSHAWA**

per:



Name: **Jim Naumovski**  
Title: **Director, Recreation and Culture Services Branch**

"I have the authority to bind the Municipality pursuant to Paragraph 29, Delegation of Authority By-Law 29-2009, as amended"

## **SCHEDULE "A" - "LICENSED SPACE"**

### **Sheds and or Bins placed at the following locations:**

- Legends Centre 1661 Harmony Rd. N. (1 Standard Shed)
- Donevan Recreation Complex 171 Harmony Rd. S. (2 Bins)
- Civic Recreation Complex 99 Thornton Rd. S. (1 Small Shed, 6"x6")
- South Oshawa Community Centre 1455 Cedar St. (1 Bin)

**RECYCLING BIN LICENCE AGREEMENT** (the "Agreement")

THIS LICENCE AGREEMENT made as of the 20<sup>th</sup> day of October 2022

BETWEEN

**THE CORPORATION OF THE CITY OF OSHAWA**  
(the "Licensor")

AND

**NATIONAL DIABETES TRUSTEE CORP.**  
**In its capacity as Trustee for**  
**NATIONAL DIABETES TRUST**  
(the "Licensee")

(the "Licensee")

**WHEREAS** the Licensor is the owner of certain properties on which the Licensee proposes to place textile recycling bins and/or sheds (the "Bins");

**AND WHEREAS** the Licensee is a trust that operates a textile recycling program throughout Canada whose sole beneficiary is the National Diabetes Trustee Corp. (operating as "Diabetes Canada");

**AND WHEREAS** the Licensor has a policy of encouraging textile recycling programs in order to divert these items from the waste stream and to benefit from any applicable diversion credit programs;

**AND WHEREAS** the Licensor has accordingly agreed to grant the Licensee a licence to place Bins in the location or locations described in greater detail in Schedule "A" (the "Licensed Space") on the terms and conditions contained in this Agreement;

**AND WHEREAS** the City previously entered into an agreement on July 26<sup>th</sup>, 2019 with the National Diabetes Trustee Corp. to install textile recycling bins on City-owned land.

**AND WHEREAS** the City would like to continue with textile recycling program for a further twelve (12) month term.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the Licensor and the Licensee agree as follows:

**ARTICLE 1**  
**GRANT OF LICENCE**

- 1.1 The Licensor hereby grants to the Licensee a licence to use the Licensed Space for the purpose of placing, accessing and maintaining its Bins (the "Licence").
- 1.2 The Licensee acknowledges that it has inspected the Licensed Space and agrees to accept same on an "as is-where is" basis.



**ARTICLE 2  
TERM**

2.1 Subject to earlier termination as set forth herein, the term of this Agreement (the "Term") shall be for one (1) year commencing on the date this Agreement has been signed by both parties (the "Commencement Date"). Notwithstanding the foregoing, this Agreement may be terminated by either party on 30 days' prior written notice at any time. The Licensor shall not be liable for any liabilities, losses or expenses of the Licensee arising out of the termination of this License.

**ARTICLE 3  
LICENCE FEE**

3.1 The Licensee agrees to pay the Licensor a licence fee in the amount of one dollar (\$1.00) for use of the Licensed Space, provided that the Licensee continues to operate its Bins for the benefit of Diabetes Canada and pays for any costs associated with the placement and maintenance of the Bins on the Licensed Space.

**ARTICLE 4  
LICENSEE' COVENANTS**

4.1 The Licensee covenants and agrees with the Licensor to do the following:

4.1.1 To secure, at the expense of the Licensee, all licenses, permits and/or authorizations required by any competent governmental body;

4.1.2 To abide by and ensure its agents, contractors, and employees abide by all applicable laws and regulations, and to conduct its affairs in conformity with the law;

4.1.3 Not to assign or transfer this Licence or in any way part with or share possession of the Licensed Space;

4.1.4 To maintain and keep the Licensed Space in good order and condition and free of garbage, textiles, and debris, and, to this end, to check and empty the Bins on a daily basis to ensure that there is no overflow of recycled items in the Licensed Space. Furthermore, the Licensee will respond to and correct any service issues reported by the Licensor, members of the public, and/or its agents, contractors or employees, within a 24-hour period.

4.1.5 After a snow fall or in icy conditions, the Licensee will make the area within 2 metres from the Bins (the "Perimeter Area") clear and safe within twenty four hours after the occurrence of the snow fall or icy conditions. Any Bin of the Licensee's which is completely snowed under should be reported to the Licensor's Operations Manager. The Licensee is solely responsible for the Perimeter Area around the Bins, which includes removal of snow and ice, and the Licensor shall not be liable, in any way, for the Perimeter Area around the Bins.

- 4.1.6 The Licensee is to obtain and maintain commercial general liability insurance throughout the Term in an amount of not less than \$5,000,000, and shall provide evidence of such insurance coverage by supplying a certificate of insurance to the Licensor upon the execution of this Agreement, which must be acceptable in all respects to the Licensor in their sole discretion. The Licensor shall be named as an Additional Insured to the policy. Policy coverage shall include, but is not limited to, third party bodily injury including death, property damage, products and completed operations and personal injury. The Policy shall contain a cross-liability and/or severability clause, which protects each insured to the same extent as if they were separately insured. The Policy must be with a company or companies acceptable to the Licensor and in a form satisfactory to the Licensor acting reasonably. The Licensee will be fully responsible for the payment of any deductible in relation to any claim(s) which arise under the Policy.
- 4.2 The Licensee acknowledges that the Licensor shall not bear any responsibility for any damage occurring to any property or Bins on the Licensed Space for any reason including, but not limited to, during any maintenance activity undertaken by the Licensor on or in the vicinity of the Licensed Space.
- 4.3 At the end of the Term or upon termination, the Licensee shall remove the Bins from the City-owned land and restore the Licensed Space to a condition to the satisfaction of the City.

## **ARTICLE 5 INDEMNITY**

- 5.1 The Licensee shall indemnify, defend, and save harmless the Licensor, including the Licensor's elected officials, officers, employees, agents and contractors, from and against any loss, cost, demand, action or claim brought against the Licensor as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, arising from or in relation to the Licensee's use of the Licensed Space including its operations, employees and third party invitees' use of the Licensed Space, except to the extent any of the foregoing result from Licensor's sole and direct gross negligence or deliberate actions.
- 5.2 The Licensee, including its officers, directors, members, guests, servants, employees, agents and contractors and all others having access to the Licensed Space by reason of this License, shall do so at his, her and their own risk and under no circumstances shall the Licensor be liable for any personal injury (including personal injury causing death or psychological trauma) and for any property damage, loss or theft suffered by any person, firm or corporation while upon the Licensed Space or the approaches or appurtenances thereto, as it is understood and acknowledged that all such liability, if any, is assumed by the Licensee.

## **ARTICLE 6 TERMINATION**

- 6.1 If the Licensee breaches the terms of this Agreement and fails to correct such breach within 10 days' from receiving written notice from the Licensor, this Agreement may be immediately cancelled by the Licensor by providing written notice to the Licensee.

6.2 Notwithstanding the preceding paragraph, either party may terminate this Agreement by providing the other party with thirty (30) days written notice, except with respect to the covenants made by National Diabetes Trustee Corp. to defend, release and indemnify the City as set out in this Agreement, which covenants shall survive unless and until the City agrees in writing to allow these covenants to terminate.

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

7.1 The parties acknowledge that the Licensor is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The Licensee consents to the disclosure of this Agreement in response to a request for records filed with the Licensor pursuant to MFIPPA.

7.2 Any notice required or permitted to be given hereunder may be given by personal delivery, delivered by courier, mailed by registered prepaid post, electronic mail (e-mail), or by facsimile transmission ("fax") to the parties at the following addresses:

- (a) if to the Licensor: City of Oshawa, 50 Centre Street South, Oshawa ON L1H 3Z7
- (b) if to the Licensee: National Diabetes Trustee Corp., 1300-522 University Avenue, Toronto ON M5G2R5

or to such other address or fax number as any party may from time to time notify the other of. Any such notice given in accordance with the above requirements shall be deemed to have been given, if mailed, on the fifth day following the date of such mailing or, if delivered or e-mailed, on the day on which it was delivered or e-mailed so long as such delivery was prior to 5:00 p.m. on a business day (and, if after 5:00 p.m. or if any such day is not a business day, then it shall be deemed to have been delivered on the next business day). Either party may from time to time change the address to which notices to it are to be given by providing notice to the other party of same. Notwithstanding the foregoing, during any interruption or threatened interruption in postal services, any notice shall be personally delivered or delivered by courier or email. No waiver by any party hereto of any breach by any other party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations and, notwithstanding any statute to the contrary.

7.3 This agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, successors and permitted assigns. The Licensee may not assign its rights or obligations under this Agreement without the prior written consent of the Licensor.

7.4 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

7.5 This Agreement and any schedules attached hereto contain the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto.

7.6 If any section or sections or part or parts of a section or sections in this Agreement are determined by any court or tribunal of competent jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto as though the said section or sections or part or parts of a section or sections had never been included.

7.7 The Licensee agrees that it shall not register this Agreement or License or any notice or reference in respect of this Agreement against the titles of the Licensed Space.

7.8 This Agreement shall not be construed as providing to the Licensee any ownership or other interest in the Licensed Space other than limited term rights as contained in this Agreement, and is not intended to convey any legal or beneficial ownership in the Licensed Space or any other licence or use rights to the Licensee or any other person.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

**NATIONAL DIABETES TRUSTEE CORP.**

per:

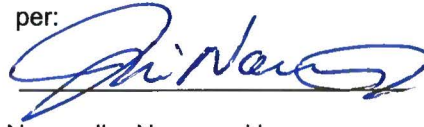
  
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Name: **Naeem Mahmood**  
Title: **VP Finance**  
(I have the authority to bind the Corporation)

DATE: Oct 20, 2022

**THE CORPORATION OF THE CITY OF OSHAWA**

per:

  
\_\_\_\_\_

Name: Jim Naumovski  
Title: Director, Recreation and Culture Services Branch

"I have the authority to bind the Municipality pursuant to Paragraph 29, Delegation of Authority By-Law 29-2009, as amended"

DATE:

## **SCHEDULE "A" - "LICENSED SPACE"**

**Sheds and or Bins shall be permitted to be placed in the parking lots at the following locations:**

- Delpark Homes Centre Centre 1661 Harmony Rd. N. (1 Standard Shed)
- Donevan Recreation Complex 171 Harmony Rd. S. (2 Bins)
- Civic Recreation Complex 99 Thornton Rd. S. (1 Small Shed, 6"x6")
- South Oshawa Community Centre 1455 Cedar St. (1 Bin)