

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-42

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 GFL ENVIRONMENTAL INC. (Solid Waste Collection Service Contract)

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 GFL Environmental Inc., 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 13th day of July, 2023.



Wade Mills, Warden

Michelle Dunne, Clerk

THIS AGREEMENT dated this __ day of April 2023

BETWEEN:

GFL ENVIRONMENTAL INC.

(hereinafter called the "Contractor")

-and-

THE CORPORATION OF THE COUNTY OF DUFFERIN

(hereinafter called the "County")

WHEREAS the Contractor (GFL Environmental Inc.) submitted a proposal in response to the County's Request for Proposal RFP2021 WS-21-03 ("**RFP**") to provide Curbside Residential, Multi-residential and IC&I Solid Waste Collection Services;

AND WHEREAS Circular Materials Ontario ("**CMO**") has agreed to permit the collection of recyclable materials from Industrial, Commercial and Institutional (IC&I) locations on residential routes as part of CMO's separate residential recyclables collections contract with GFL until on or about December 31st, 2025, The Parties agree that the County has reserved its right to use the Contractor for the collection of IC&I recyclable materials on or about January 1st 2026 and GLF agrees to provide such services in accordance with the terms and conditions of this Agreement as may be amended upon written agreement of the Parties. The County agrees to provide the Contractor with a minimum of ninety (90) calendar days written notification prior to Contractor providing the IC&I Solid Waste Collection Services for recyclables subject to the terms and conditions of this Agreement;

AND WHEREAS the Contractor's proposal ("**Contractor's Proposal**") was evaluated and assessed as the highest rated proposal of the proposals received;

AND WHEREAS the Contractor was awarded the contract, subject to successful negotiation and finalization of the contract terms;

AND WHEREAS the Contractor and the County have agreed that the Contractor will carry out the Works as set out in the RFP, including all of the issued Addendums to that RFP, and the Contractor's Proposal, except for such terms and conditions which are expressly modified or clarified in this Contract;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Contractor and the County hereto agree one another as follows:

1. DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

All definitions contained in RFP WS-21-03 Solid Waste Collection Services are applicable to this Agreement. Any reference to the term "Contract" shall be interpreted as meaning this "Agreement" and any reference to the term "Agreement" shall be interpreted as meaning any references in the documents to the "Contract".

1.2 RECITALS

The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

1.3 INTERPRETATION

This Contract between the Parties in respect of the provision of waste management collection services relating to the collection of Single Stream Recycling for IC&I, Source Separated Organics, Garbage, Yard Waste, Bulk Waste, White Goods and Disposable Batteries, and the provision of disposal and processing services for Garbage, Yard Waste, Bulk Waste and White Goods all as set out and further described in RFP WS-21-03 Solid Waste Collection Services.

The Contract between the Parties is comprised of the following documents, all of which are collectively referred to as the "Contract" or "Agreement":

- (a) this Agreement;
- (b) the Request for Proposal No. **RFP 2021 WS-21-03 Solid Waste Collection Services** including all addenda, (the "Solicitation Document") attached hereto as Schedule "A" and Schedule "B"; and
- (c) all the documentation submitted by the Supplier in response to the Solicitation Document including but not limited responses to any information requests following the award of RFP 2021 WS-21-03 (collectively the "Supplier's Submission") attached as Schedules "C", "D" and "E".

Any ambiguity, conflict, or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. This Agreement, the Solicitation Document and Supplier's Submission shall be collectively referred to as the "Contract Documents."

1.3 DEFINED TERMS

The defined terms in this Agreement incorporates by reference and relies upon the definitions as set out in RFP WS-21-03.

1.4 GENERAL TERMS

This Agreement will be interpreted according to the following, except to the extent that the context or the expressed provisions of this Agreement otherwise require or for any specific terms that are expressly defined in this Agreement:

- (a) All of the headings and subheadings inserted in this Contract are designed for convenience only and do not form a part of this Contract nor are they intended to interpret, define, or limit the scope, extent, or intent of this Contract or any provision hereof;
- (b) The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (c) Any and all references to a statute, regulation or by-law will include and will be deemed to be a reference to such statute, regulation or by-law made pursuant thereto, as amended and in force from time to time, and to any statute, regulation or by-law that may be passed which has the effect of supplementing or superseding the same;
- (d) All obligations of the parties contained in this Contract, although not expressed to be covenants, shall be deemed to be covenants;
- (e) Words and abbreviations which have well-known technical, or trade meanings are used and will be interpreted in this Contract in accordance with such recognized meanings; and
- (f) Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and corporations, and vice versa.
- (g) This Agreement shall enure to the benefit of the County, its successors and assigns and shall be binding on the Contractor, its successor, and assigns.
- (h) All of the provisions of this Agreement are and are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provisions of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and

severable from the agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.

- (i) This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission (e-mail), and when so executed and delivered, will be deemed an original.

2. TERM

2.1 TERM

The Contract Term shall be for a period of seven (7) years, commencing on July 1st, 2023, unless otherwise advised by the County in writing. The County reserves the right in its sole and absolute discretion to extend the Contract Term for up to two (2) additional one (1) year terms, on the same terms and conditions as set out in the Contract Documents.

3. CONTRACT IMPLEMENTATION

3.1 CONTRACTOR'S OBLIGATIONS

The Contractor acknowledges and agrees that:

- (a) All submissions required following the execution of this Agreement shall be submitted by the Contractor within the time periods specified in the Contract Documents;
- (b) The Contractor shall confirm in writing an "Implementation Schedule" to the satisfaction of the County, acting reasonably, within a period of five (5) business days from the execution of this Contract setting out the timeline for the implementation of all activities required in the Contract Documents prior to the Contractor engaging in the Work set out in this Contract prior to initiating in the provision of the Work. Such activities including but are not limited to: confirmation of and details relating to the Primary Collection Vehicles; the provision of Performance Securities and Insurance documents; development and/or update of the operating, emergency, and contingency plans; customer service plans; vehicle purchase plans; staff hiring and training plans; collection routes and maps; vehicle maintenance and fueling procedures;
- (c) The Contractor shall provide in writing within a period of thirty (30) calendar days its detailed procedures for record keeping and electronic data transfer to and from the County (including from the on-board Geotab system that tracks Oops stickers and route issues);
- (d) The Contractor is committed to reducing its Environmental Impacts and Greenhouse Gas emissions with the minimum level of these obligations and commitment being as set out in the Contract Documents. The Contractor confirms that it is aware of and has taken into consideration any impacts associated with the implementation of any

carbon tax and/or carbon pricing and any other initiatives to reduce Greenhouse Gas emissions as may be imposed under Applicable Law and such costs have been incorporated into the pricing set out in the Contract Documents. For the purposes of clarification only, there shall be no additional fees, charges or other costs shall be imposed or claimed by the Contractor under the Contract Documents as it relates to costs associated with any carbon tax and/or carbon pricing and/or meeting its commitment to reducing Environmental Impacts and Greenhouse Gas emissions as set out in the Contract Documents.

- (e) The Contractor shall provide any and all information requested by the County Representative necessary to implement the Work as set out in the Contract Documents.

4. REPRESENTATIVES

4.1 APPOINTMENT

Each Party shall maintain consistent communication(s) with the other Party in accordance with their respective obligations under the Contract Documents. In particular, the Contractor and the County shall each appoint a representative (either the "Contractor's Representative" or the "County's Representative") who shall be responsible for instituting and maintaining communication with the other Party as such communications relate to the requirements and obligations of the Contract Documents, the Parties agree to also designate an alternative representative who will be responsible as acting as the representative in the absence or inability to act of the Party's respective primary representative.

4.2 CONTRACTOR AND COUNTY REPRESENTATIVES

Contractor Representative:

Craig Nelson
District Manager, GFL Environmental Inc.
Phone: (905) 843-2552 Ext. 61911
Cell: (905) 460-7493
Email: cnelson@gflenv.com

Alternative Contractor Representative:

Dale Smyth
Operations Manager, GFL Environmental Inc.
Phone: (905) 843-2552 Ext. 62427
Cell: (519) 215-6380
Email: dsmyth@gflenv.com

County Representative:

Scott Burns

Director of Public Works, County of Dufferin
Phone: (519) 941-2816 Ext. 2601
Cell: (519) 938-0507
Email: directorofpublicworks@dufferincounty.ca

Alternative County Representative:

Melissa Kovacs Reid
Manager of Waste Services, County of Dufferin
Phone: (519) 941-2816 Ext. 2622
Cell: (519) 939-0602
Email: mkovacs@dufferincounty.ca

4.3 REPRESENTATIVE'S AUTHORITY

The Parties acknowledge and agree that:

- (a) Either Party may change its representative or alternative representative by providing written notice to the other Party;
- (b) Each Party's representative will have the power and authority to act on behalf of and to bind such Party with respect to the day-to-day management of matters under or relating to the obligations and terms and conditions set out in the Contract Documents and that each Party's representative will be relied upon by the other Party as the official representative;
- (c) Notwithstanding the foregoing, that their respective representatives will not have the authority to amend this Contract save and except for minor administrative changes for the sole purpose on clarifying any terms and conditions required to implement the intent and purpose of the Contract Documents;
- (d) The County has the sole right and authority to amend the obligations, terms, and conditions as set out in the Contract Documents on behalf of the County in accordance with the County's delegation by-law.

5. SERVICES

5.1 COLLECTION, TRANSPORTATION AND PROCESSING

The Contractor shall, in accordance with the Contract Documents, and throughout the Term, perform all the obligations, terms and conditions required for the provision of the Works including but not limited to:

- (a) The Contractor agrees to provide a four (4) day collection schedule for Source Separated Organics ("SSO") and Garbage, in accordance with the specifications

outlined in the Contract Documents, where each material will be collected from each household, including any listed as on Limited Access Roads, multi-family buildings and IC&I locations (as indicated by the County) on a weekly basis.

- (i) The Parties acknowledge and understand that the County may in its sole and absolute discretion upon providing the Contractor thirty (30) days written notice amend this Contract to require the Contractor to provide or discontinue SSO and Garbage collection services at specific locations in accordance with the Contract Documents on residential routes.
- (b) The Contractor agrees that the SSO and Garbage shall be co-collected using two-compartment collection vehicles, unless otherwise agreed upon in writing by the Parties, acting reasonably. The materials will be collected in a manner such that the SSO and Garbage are appropriately separated from each other within their dedicated compartment, and not compacted to a degree that exceeds the requirements of the Contract Documents.
- (c) The Contractor agrees to collect from curbside Business Improvement Area (BIA) garbage containers in Grand Valley and Shelburne, at the same per unit price per container as residential stops and shall invoice the County separately for these locations.
- (d) The Contractor understands and agrees that this Contract specifically excludes the provision of Residential Recycling Services as the County has decided that it will not opt into providing any services for or on behalf of Circular Materials Ontario (CMO) for collections on CMO's behalf during the Blue Box Transition period, for clarification purposes only the County does not require the Contractor to provide any Residential Recycling Services and such Residential Recycling Services are specifically excluded from this Contract.
- (e) The Parties acknowledge and agree as set out in section 5.1(a)(i) above a written amendment shall be made to this Contract in the event that the County, in its sole and absolute discretion, shall require the Contractor's Recycling collection services for dedicated IC&I Recycling collection after December 31st, 2025 following the transition of the blue box collection services under all Applicable Law. Following the transition of the blue box collection services the County shall advise the Contractor upon providing a minimum of ninety (90) calendar days written notification that as of January 1st, 2026 if the Contractor is responsible for collecting the IC&I recyclables subject to the terms and conditions of the Contract Documents and which service shall be implemented through a written amendment to this Contract as agreed to by the Parties, acting reasonably. The Parties agree that any Recyclables shall be collected using a separate collection vehicle and

collected in a manner such that the materials are not compacted to a degree that exceeds the requirements of the Contract Documents.

- (f) All urban and rural settlement Yard Waste collection services shall be provided in accordance with the Contract Documents.
- (g) All rural Yard Waste collection services shall be provided in accordance with the Contract Documents.
- (h) All Bulk Waste and White Goods collection shall be provided in accordance with the Contract Documents.
- (i) Bi-annual Batteries Collection Services shall be provided in accordance with the Contract Documents.
- (j) Collected SSO shall be delivered to the Contractor's owned transfer station located at 473051 County Road 11 in the Township of Amaranth, Ontario or to a facility agreed to in writing by the Parties. The Contractor agrees that it shall consolidate and re-load the SSO onto transfer trailers for shipment to the County's contracted processor located at 4675 Wellington Road South, in the City of London, Ontario, or to another site approved in writing as may be determined by the County. The SSO material shall not be compacted to a degree that exceeds the requirements of the Contract Documents. The costs of transporting the collected SSO from 473051 County Road 11, Township of Amaranth, Ontario to 4675 Wellington Road South, in the City of London, Ontario or alternative site as determined by the County, shall be paid at the rate per kilometre as set out in the Contract Documents including as identified within the Supplier's Submission in the RFP's Pricing Schedule.
- (k) All Collected Garbage and Bulk Waste materials shall be delivered to the Contractor's owned transfer station located in the Township of Amaranth, Ontario or to a facility deemed appropriate by the Contractor and agreed to by the Parties in writing. From this agreed upon site, the Contractor shall re-load the materials onto transfer trailers for shipment to the approved final disposal site(s) as included in the Contract Documents, or to another approved site as may be agreed upon by both Parties, in writing, acting reasonably.
- (l) In the event of a United States Border Closing, the contingency facilities for Garbage and Bulk Waste disposal includes the Ridge Landfill in Strathroy Ontario and the GFL Lafleshe Landfill in Moose Creek Ontario or a location mutually agreed upon by the Parties in writing.

- (m) Collected White Goods shall be delivered to the Contractor's owned transfer station located at 473051 County Road 11 in the Township of Amaranth, Ontario or to a facility deemed appropriate by the Contractor and agreed to by the Parties in writing. Prior to shipment, items containing Chlorofluorocarbons (CFCs) will be serviced by a licensed technician where the CFCs will be extracted and properly disposed or recycled in accordance with all Applicable Law. Once serviced, the Contractor will re-load the White Goods onto transfer vehicles for shipment to the location it has identified in their Proposal, or to another approved site as may be agreed upon by both parties, in writing acting reasonably.
- (n) Collected Yard Waste material shall be delivered to the Contractor's owned transfer station located at 473051 County Road 11 in the Township of Amaranth, Ontario or to a facility deemed appropriate by the Contractor and agreed to by the Parties in writing. The Contractor shall consolidate and re-load the Yard Waste material onto transfer trailers for shipment to the location identified in the Contractor's RFP Proposal, All Treat Farms (Walker Environmental) located at 7963 Wellington County Road 109 in the Town of Arthur, Ontario, or to another approved site as may be agreed upon by both Parties, in writing acting reasonably.
- (o) The contingency facility for yard waste shall be deemed to be the Miller Compost at 1351 Bloomington Road in Richmond Hill, or another facility as agreed to by the Parties, in writing, acting reasonably.
- (p) At no time shall the Contractor suspend or delay collections as a result of any access restrictions at any facility, and the Contractor shall be solely responsible for making all appropriate alternative arrangements in the event of a temporary closure or non-access to these facilities.
- (q) The Contractor shall not incur any cost associated with the tipping or processing of SSO.
- (r) The County shall remit payment to the Contractor for all authorized and accepted Collection Services as set out in Contract Documents in accordance with its standard process and as agreed upon in the Contract Documents.
- (s) Any and all service changes (additions or deletions) may only be made by written amendment to this Contract and accepted by both Parties, acting reasonably.

5.2 WASTE STREAMS

All waste streams shall be collected in accordance with the specifications outlined in the Contract save and except for the following:

- (a) As agreed to between the Parties, in writing, there shall be no limits to yard waste bags/bundles/rigid containers set out for collection.
- (b) Rural Yard Waste collection shall occur during the first full week of the month, with rural households/locations being required to schedule a pick-up directly with the Contractor by calling or emailing the Contractor at least one (1) week before the collection week.

5.3 COLLECTION AREAS AND ROUTES

The Collection Areas and Routes will be in accordance with the specifications outlined within the Contract Documents, and the Contractor shall prepare for the County's review and approval, a written description of all the collection areas and routes within a period of ten (10) business days of the execution of this Contract. The Contractor acknowledges and agrees that no alteration may be made to collection areas and/or routes without the prior written approval of the County Representative.

The following adjustments to the existing collection areas within the RFP are agreed to by both Parties:

- (a) Adjustment of the Tuesday Collection Area (Town of Orangeville): move the area southeast of Hwy 9 and Hwy 10 (Hospital Area) to Monday collections;
- (b) Adjustment of the Wednesday Collection Area (Town of Shelburne): move the new subdivision located on the northeast side of Hwy 89 and County Road 124 to Monday collections

5.4 COLLECTION CONCERNS DUE TO ROAD CONDITIONS/WINTER WEATHER

Collections will be undertaken in accordance with the specifications outlined within Contract Documents including the provision of additional resources and unscheduled collections, notification to the County, and implementing an operational contingency plan. In unforeseeable situations which due to road conditions or winter maintenance as set out in the Contract Documents the Contractor is unable to service 1 to 2 roads and/or partial roads, the Contractor shall offer next day service. If the conditions are such that the Contractor chooses to not collect all the rural roads in the affected area, the Contractor will arrange collections for the affected area(s) on the following Friday. In either case the collection services will be undertaken at no additional cost to the County and all households/ locations shall have the option to double-up set out volumes the following week. Such failure to collect by the Contractor shall only occur in exceptional and unforeseeable circumstances and accordance with the terms and conditions set out in the Contract Documents.

5.5 SCAVENGING FORBIDDEN

The Contractor shall not scavenge, or permit any person to scavenge at any time, including during Collections, at the transfer and disposal sites, or otherwise. Scavenging includes sorting through the materials, collected materials or at any stage of the Works provided to look for items that may have monetary value. The Contractor will inform the County of any scavenging activity that they observe during the course of their Work (i.e., on collection routes) by the public.

Scavenging will not include searches for misplaced or lost items, nor will it include sorting and removing non-compliant material.

6. COLLECTION VEHICLES AND EQUIPMENT

6.1 COLLECTION VEHICLES MINIMUM REQUIREMENTS

The Contractor shall at all times use collection vehicles that:

- (a) use compressed natural gas as their primary source of fuel; and may operate diesel vehicles as needed/required, as outlined in the Contractor's Proposal;
- (b) are age appropriate as in accordance with the requirements of the Contract Documents;
- (c) conform with all Applicable Laws and safety standards;
- (d) meet all other specifications and requirements within the Contract Documents.

7. PRICING and ADJUSTMENTS

7.1 UNIT PRICES

The Unit Prices as outlined in the Pricing Schedule of the Contract Documents shall be relied upon to calculate payment for the Contractor and are included in Schedule "G" of this Contract, for those Services provided in this Contract as determined by the County, with the exception of the following, as agreed to by the Parties:

- (a) Bulk Waste Collection: \$25 for every four (4) bulk items set at the curb for collection
- (b) White Goods Collection: \$20 per item, with an additional \$10 for items containing freon

7.2 UNIT PRICE CHANGE/ANNUAL INFLATION ADJUSTMENT

- (a) Unit Prices set out in the Contract Documents shall remain firm and fixed for the duration of the Contract Term and any Optional Extension Period and shall be subject to CPI adjustments in accordance with the Contract Documents.

- (b) Unit Prices shall be adjusted annually during the Contract Term and for the Optional Extension Periods, if any, based on the percentage change in the posted All-items CPI (Consumer Price Index) for Ontario for the previous twelve (12) month period ending June of the contract renewal year. The CPI figures are posted on the Government of Canada website at <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>. This adjustment shall be applied to the Unit Prices each year on the date of execution of the Contract starting in the second year of the Contract.

The increase, or decrease, as the case will be based on the following formula:

$$\text{CPI Adjustment} = \text{Current Unit Price} \times \frac{\text{All-items CPI June upcoming year}}{\text{All-items CPI June current year}}$$

8. GENERAL NOTIFICATION REQUIREMENTS

8.1 NOTICE

Communications among the County and the Contractor, including all written notices required by the Contractor, may be delivered by hand, email or by pre-paid registered mail to the address as set out below:

- (a) Notice to the County:
The Corporation of the County of Dufferin
30 Centre St.
Orangeville, ON L9W 2X1
Email: mkovacs@dufferincounty.ca
Attention: Manager of Waste Services
- (b) Notice to the Contractor:
GFL Environmental Inc.
19 Commerce Rd.
Orangeville, ON, L9W 3X5
Email: cnelson@gflenv.com
Attention: District Manager

A communication or notice that is addressed as above will be considered to have been received:

- (a) Immediately upon delivery, if delivered by hand;
- (b) Immediately upon transmission if sent and received by email during business hours and deemed to have been received the following business day if received after 4:30 pm: or

(c) On the date it is actually received, if sent by registered mail

The County or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address which is then applicable.

One signature page to follow.

IN WITNESS whereof, the Parties have by their authorized signing officers duly authorized in that regard hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

GFL ENVIRONMENTAL INC.



Per: Dave Richmond
Title: VP Eastern Canada GFL
Date: June 27, 2023

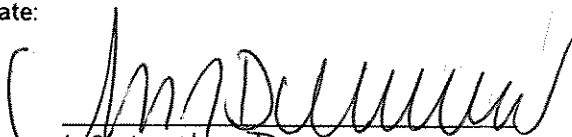
Per: _____
Title: _____
Date: _____

/We have the authority to bind the Corporation

**THE CORPORATION OF THE COUNTY OF
DUFFERIN**



Per: Wade Mills
Title: **Warden, County of Dufferin**
Date: _____



Per: Michelle Dunne
Title: **Clerk, County of Dufferin**
Date: _____

/We have the authority to bind the County

SCHEDULE "A": COMPLETE RFP

SCHEDULE "B": ADDENDUM # 1 AND ADDENDUM # 2

SCHEDULE "C": GFL ENVIRONMENTAL INC. RESPONSE

SCHEDULE "D": NEGOTIATION EMAIL/CLARIFICATION

SCHEDULE "E": NEGOTIATION ATTACHMENT

SCHEDULE "F": FULLY EXECUTED AGREEMENT

SCHEDULE "G": FINAL NEGOTIATED PRICING SCHEDULE