

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.

Original signed by:

Wade Mills, Warden



Michelle Dunne, Clerk

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

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.