

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-48

A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND GFL ENVIRONMENTAL INC. (Non-Eligible Sources Recycling Collection)

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 14th day of September, 2023.

Original signed by:

Wade Mills, Warden



Rebecca Whelan, Deputy Clerk

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

THIS AGREEMENT dated this __ day of August 2023

BETWEEN:

GFL ENVIRONMENTAL INC.

(hereinafter called the "**Contractor**" or "**GFL**")

OF THE FIRST PART

-and-

THE CORPORATION OF THE COUNTY OF DUFFERIN

(hereinafter called the "**County**")

OF THE SECOND PART

WHEREAS the Contractor (GFL Environmental Inc.) was awarded a contract with Circular Materials Ontario ("**CMO**") to collect recyclables in the County of Dufferin from Eligible Sources during the Blue Box transition period of July 1st, 2023, to December 31st, 2025;

AND WHEREAS CMO has expressly agreed to permit GFL to collect recyclables from Non-Eligible Industrial, Commercial and Institutional (IC&I) locations situated on the residential routes included as part of CMO's Eligible Sources recyclables collections contract with GFL until the end of the transition period on or about December 31st, 2025;

AND WHEREAS and GFL has agreed to include these Non-Eligible IC&I locations located on the residential routes included as part of CMO's Eligible Sources recycling collection and GFL agrees to provide such services in accordance with the terms and conditions of their contract with CMO and as part of this Agreement with the County as may be amended or revised from time to time with the written agreement of the Parties;

NOW THEREFORE in consideration of the promises, mutual covenants, and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement as follows:

1. DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

All definitions contained in this Agreement 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 Agreement between the Parties is for the Contractor's provision of recycling collection services and any related activities to the County as part of the Contractor's CMO contract, for Single Stream Recycling for Non-Eligible IC&I locations (the "**Work**").

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 correspondence between the County and GFL in response to the County's request for GFL to provide the service, attached as Schedule "A";
- (c) the County's Standard Terms and Conditions, attached as Schedule "B"

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, and Schedules "A" and "B" shall be collectively referred to as the "**Contract Documents.**"

1.4 GENERAL TERMS

- (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