



**Services Agreement**

**Schedule A**

**Between**

**The Corporation of the Town of Essex**

**And**

**GFL Environmental Inc.**

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## **1. Introduction**

This Agreement (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, between The Corporation of the Town of Essex, with an office at 33 Talbot Street South, Essex, ON, N8M 1A8 (the “Town”) and GFL Environmental Inc. with an office at 2700 Deziel Dr., Windsor, ON, N8W 5H8 (the “Contractor”).

WHEREAS the Town issued a Request for Proposals, RFP-CD-21-001 dated December 03, 2021 (“RFP”) for the supply of Municipal Waste Collection Services (“Services” as set-out herein), and the Contractor submitted a proposal, dated February 02, 2022 offering to provide the Services for the Town.

AND WHEREAS upon the completion of the evaluation process pursuant to the RFP, the Contractor was identified by the Town as the preferred proponent, pursuant to the RFP, to provide the Services;

AND WHEREAS the Contractor and the Town were are desirous of entering into this Agreement to set-Out the terms and conditions of the supply of Services by the Contractor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

## **2. Definitions**

In this Agreement, unless the context otherwise requires, the following terms have the meanings indicated below:

- a. “Business Day” or “Business Days” means Monday to Friday between the hours of 8.30 a.m. to 4.30 p.m., except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario) or as otherwise agreed to by the parties in writing;

- b) "Days" means calendar days;
- c) "Deliverables" means all services and work to be provided or performed by the Contractor, under the Agreement, and includes everything that is necessary to be supplied, done or delivered by the Contractor;
- d) "Effective Date" means the date that this Agreement is made, as first shown above;
- e) "FIPPA" means the Freedom of Information and Protection of Privacy Act (Ontario);
- f) "Indemnitees" means the Town and its officers, directors, agents or employees;
- g) "Personal Information" means recorded information about an identifiable individual or that may identify an individual as provided in FIPPA;
- h) "Services" means the services described in the Agreement and the Services and Prices Schedule;
- i) "Contractor's Personnel" means the Windsor Disposal Services Limited's employees, agents, representatives, and subcontractors;
- j) "Authority" means the Essex Windsor Solid Waste Authority;
- k) "Ward 1 and 2" is defined as those lands located north of County Road 18, known locally as the former Township of Colchester North and the Town of Essex;
- l) "Ward 3 and 4" is defined as those lands located south of County Road 18, known locally as the former Township of Colchester South and the Town of Harrow;
- m) "Waste" means Refuse, Organic Waste , large items and furniture, including but not limited to items such as box springs, mattresses, couches, chairs, etcetera and white goods, but does not include hazardous waste, tires, automobile bodies or parts, farm equipment or parts , televisions and computer equipment;

- n) "Refuse" means waste which is landfilled at the Essex-Windsor Regional Landfill, but does not include hazardous waste, tires, automobile bodies or parts, farm equipment or parts, television and computer equipment;
- o) "Organic Waste" includes yard waste such as leaves, small branches, plant material, etcetera and other household organic material such as fruit and vegetable scraps, paper towels, coffee grinds, etcetera that may be stored in yard waste bags or Compostainers;
- p) "Compostainers" means a 120- or 240- litre wheeled cart used for the storage of Organic Waste at household and commercial locations in Ward 1 and that requires a lift-mechanism on the waste collection truck in order to empty the cart; and
- q) "Weekly Collection" means the collection of Refuse every week from each household in the Town.

### **3. Order of Precedence**

This Agreement and its Schedules, represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements save and except for RFP, including Addendum 1 and 2 with the Contractor's response to the RFP, dated January 29, 2015, which may be relied upon as a whole to interpret this Agreement and clarify any ambiguity therein.

### **4. Compliance with Laws, Regulations and Policies**

The Contractor shall comply with all labour, police, health, environment, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term.

All federal, provincial and local laws and regulations, as well as policies established by the Authority to govern the collection of waste, now or subsequently enacted, shall become a part of this Agreement and be complied with in the performance of all aspects

of the Services performed hereunder. The Contractor shall enforce provisions of policies established by the Authority, where such policies provide for such enforcement. This may include, but not be limited to a requirement to discipline persons who fail to comply with such policies.

The Contractor shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect this Agreement, those engaged or employed in the Services or affect facilities or equipment used in the providing of the Services, or which in any way may affect the conduct of the Services and no plea of misunderstanding will be considered on account of ignorance thereof.

## **5. Contract Period**

This Agreement shall commence on June 01, 2022 and shall terminate on May 31, 2024 (the "Term").

## **6. Indemnity**

The Contractor shall defend, at its expense, any action, claim, demand, cost, charge, losses and expenses (whether or not well-founded) brought against the Indemnitees arising out of or related to:

- a) claims for bodily injury, including death, and loss or damage to tangible property, and claims asserted by third parties for bodily injury, including death, and loss or damage to tangible property; and
- b) any breach or alleged breach by the Contractor of any of its obligations, warranties or representations in their proposal or in this Agreement.

The Contractor shall indemnify and hold the Indemnitees harmless against any such actions, claims, demands, costs, charges, losses and expenses with respect to all resulting costs, liabilities and damages, including legal costs on a substantial indemnity

basis (“Losses”), provided that the Town notifies the Contractor as soon as is reasonably practicable in the circumstances of any action, claim or demand in respect of which this indemnity may apply and of which the Town has knowledge and the Town co-operates with the Contractor in the defence of any such claim or action. No such claim or action shall be settled or compromised by the Contractor without the Town’s prior written consent.

## **7. Protection of Property**

The Contractor shall be held responsible by the Town for all damage caused by the Contractor and employees, or sub agents of the Contractor, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work carried out under this contract. Additionally, the Contractor will be required to make good all such damage at its own expense to the satisfaction of both the owner of the said property and the Town.

## **8. Conflict of Interest**

The Contractor represents and warrants that, to the best of its knowledge, neither the Town, nor their respective personnel including the council members has any significant influence over the Contractor, or will receive any direct or indirect proceeds from the Agreement other than as expressly stated in the Agreement.

## **9. Termination by Either Party**

### **a) General**

Either party may terminate the Agreement on written notice to the other where such other party neglects or fails to perform or observe any material term or

obligation of the Agreement and such failure has not been cured within 30 Days of written notice being provided.

b) Termination by the Town

The Town shall be entitled to terminate the Agreement, without liability, cost or penalty:

- immediately on written notice to the Contractor, if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Contractor or its property;
- immediately on written notice to the Contractor, if the Contractor makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- immediately on written notice to the Contractor, following the occurrence of any material change in the Town's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- on thirty (30) Days written notice to the Contractor in the event of a breach of any part of the Agreement, including failure to meet the standard of performance set out in Section 11 and/or any standard referred in the Services and Pricing Schedule, as may be determined in the sole discretion of the Town;
- on thirty (30) Days written notice to the Contractor in the event of a breach of the representation regarding Conflict of Interest in Section 8;



- on thirty (30) Days written notice to the Contractor in the event of a misrepresentation or material breach of any of the provisions in their proposal or in this Agreement; and
- at any time, without cause, by giving the Contractor at least 90 Days written notice.

c) Contractor's Obligations

In the event that the Town gives notice of termination under this Agreement or this Agreement expires, or this Agreement is otherwise terminated, the Contractor shall, at the request of the Town do any or any combination of the following:

- disclose to the Town the current state of the Services which have been performed by the Contractor as at the effective date of termination;
- prepare a written report on the Services completed to the effective date of termination and deliver the said report in a professional and proper manner acceptable to the Town within 10 days from the effective date of termination;
- assist with the transition/handover of the Services, upon the request of the Town.

d) Town's Obligations

Where the Town terminates the Agreement, the Town shall be responsible only for payment of the Services provided to the date of termination.

e) No Limitation of Remedies

Any termination of this Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

## **10. Insurance**

- a) The Contractor will at all times throughout the Term, maintain commercial general liability insurance coverage in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. Such policy shall extend to include the Town as an additional named insured party (not an additional named insured) and shall contain a provision that the policy shall not be cancelable except on thirty (30) days written notice to the Town. Additionally, the Contractor, shall, upon execution of this Agreement and forthwith after annual renewal of said policy, provide written evidence that said insurance coverage is in force. The Contractor shall notify the Town in advance of any material change in or cancellation of any policy.
- b) A valid Workplace Safety and Insurance Board Certificate of Clearance shall be presented to the Town before the commencement of this Agreement. The Contractor, during the term of the Agreement, is to provide the Town with any renewed or updated Certificate of Clearance. The Contractor clearly understands and agrees that it is their responsibility to maintain and provide a Certificate of Clearance in good standing to the Town throughout the full Term of the Agreement and any renewal thereof.

## **11. Collection**

- a) Collection of Waste shall be completed Monday through Saturday between the hours of 7:00a.m. and 6:00p.m as per the Waste Collection Information specified in the Service Schedule attached hereto. The information includes details on the waste collection services currently provided to the Town. The number of residential and commercial units is provided for information purposes only.

- b) Emptied waste containers shall be returned to the same location from which they were collected and shall not be thrown or roughly handled by the Contractor. Any Refuse spilled as a result of torn bags or damage by animals shall be picked up by the Contractor. Each truck shall be equipped with a broom and shovel for this purpose.
- c) The Contractor shall be responsible for cleanup and reporting of all spills of hydraulic oils, motor oils, gases, etcetera from their vehicles and equipment. Any such spills must be contained and/or removed in accordance with the Environmental Protection Act.
- d) The Contractor shall provide an answering service or personnel to deal with the Town's concerns or enquiries and these concerns and enquiries shall be dealt with by the Contractor in a timely manner and in a manner that is satisfactory to the Town.
- e) All incidents involving residents and the Contractor, or the Contractor's employees shall be reported to the Manager of Legislative Services and Clerk of the Town immediately.
- f) No Refuse shall be collected on Statutory Holidays without written consent of the Town.
- g) For the purposes of this Agreement, Statutory Holidays shall be the following days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Ontario Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- h) The contractor shall collect the residential garbage, which is bagged, or in garbage pails or contained in Compostainers. There shall be no limit at the curb for the collection of Organic Waste or large items.

- i) The Contractor shall complete 100% of the collections of Refuse from each day's Collection route and when necessary shall return and collect missed Refuse. The contractor shall be deemed to have failed to complete 100% of a day's collection on a Collection Route if the Contractor misses any household and does not return to collect the Refuse on the missed day.
- j) The Contractor shall not be deemed to have failed to complete 100% of a day's collection if the Contractor missed late put outs and was not directed by the Town to return to collect them or the Town directs the Contractor to miss all or part of a day's collection.
- k) In the new subdivisions, the Contractor shall re-run streets where congestion exists in order to ensure a complete collection.
- l) The Contractor shall remedy any breach of this Agreement on the day it occurs. If the breach is not realized until the next day, the Contractor will remedy the breach by the end of the following working day.
- m) If the Contractor cannot collect waste because it encounters impassable obstructions including weather conditions, construction, etc., the Contractor must return at least once to the obstructed area prior to 6:00 PM on the same day and attempt to make the collection (s).
- n) The Contractor shall ensure that each vehicle hauling Waste attending to the Landfill Site completes a scale house transaction to record the weight of the collected Waste. Only Waste collected from the Town shall be weighed at the scale house. The Authority may, in its discretion, use automated fare weights for waste hauling vehicles. If the Contractor collects more than one type of waste at the same time, a scale house transaction is required for each separate type of Waste.

- o) The Contractor shall comply in all respects with the Essex-Windsor Solid Waste Authority's policies, procedures and By-Law with respect to the landfill site. Sole responsibility for obtaining and following the Authority's policies, procedures and By-Law with respect to landfill sites is that of the Contractor.

## **12. Haul Routes**

The Contractor shall, prior to the commencement of this Agreement, provide to the Town for approval, routes-and schedules-for the collection of Waste so that the Town can reasonably notify its residents of the collections and determine, in its sole and absolute discretion acting reasonably and working with the Contractor, whether any modifications are required.

After the commencement of this Agreement, the Contractor may make alterations to the haul route to maximize the efficiency of the collection equipment and personnel upon consent of the Town, which consent shall not be unreasonably withheld. Alterations must be made in consultation with the Town and can only be implemented upon approval of the Town, allowing sufficient time for public education and notification of the change.

## **13. Vehicles and Equipment to be used by the Contractor**

The Contractor shall use the vehicles to perform the scope of work as proposed in the RFP and shall be solely responsible for all repairs, maintenance, fuel, lubricants, insurance and any or all other expenses necessary to operate the vehicle in a safe, clean and legal manner. Vehicles shall bear the name of the Contractor on the driver and passenger side doors.

The municipality shall reserve the right to prohibit the Contractor from using any vehicles or equipment for performing the Services under this contract should the Town, in its sole discretion, deem such vehicles and equipment to be unsafe or unsightly. All

equipment and vehicles to be used by the Contractor shall not be more than five (5) years old.

Contractors shall be responsible for all costs, expenses, and liability related to the drivers and vehicles used for this contract, including, but not limited to:

- Employing qualified and licenced drivers;
- Monitoring the safety performance of drivers;
- Resolving driver safety issues when they are identified;
- Keeping vehicles in good, safe condition at all times;
- Ensuring daily and annual/semi-annual inspections are completed; and
- Keeping records on file related to vehicle repairs, kilometres travelled per year, annual inspection reports, and etcetera.

In the event of a breakdown of the Contractor's equipment, or a work stoppage by the Contractor's employees, as a result of a labour dispute, or for any reason a delay in service that is attributable to the Contractor, the Contractor will be responsible for any extra cost including, but not limited to over-time costs incurred by the Town. Should the Town deem it necessary to perform the work because of inefficiency or hold-up on the part of the Contractor, all additional expenses incurred by the Town shall be recovered from the Contractor by a deduction from the monthly payments to the Contractor, or through the Performance Surety, if necessary.

#### **14. Performance Surety**

The Contractor shall provide a Performance Surety for faithful performance of the agreement to the Town prior to the commencement of this Agreement. The Performance Surety shall be in the form of a Letter of Credit or Performance Bond in the amount of fifty percent (50%) of the annual value of the contract. The Letter of Credit or

Performance Bond shall be in a form approved by the Town. The Contractor shall renew the Letter of Credit or Performance Bond, as the case may be, annually on or before April 1st of each year. The renewed Letter of Credit or Performance Bond shall be in the amount of fifty percent (50%) of the annual value of the agreement and shall not expire until after May 31st of the next year. If the Performance Bond or Letter of Credit is not renewed as specified, the Town reserves the right to, and may at its discretion, hold back payments to the Contractor and/or terminate the contract forthwith.

All incidents involving residents and the Contractor, or the Contractor's employees shall be reported to the Manager of Legislative Services and Clerk immediately.

All residential waste set out for collection becomes the property of the Town. The Contractor shall ensure that no employee scavenges, claims or possesses any waste collected unless authorized to do so by the Town.

## **15. Monthly Payments**

The Contractor shall submit invoices to the Town on a monthly basis for Services undertaken as per the attached Pricing Summary Schedule attached hereto.

## **16. Annual Price Adjustment**

The unit prices set out in the RFP shall apply for the period June 01, 2022 to May 31, 2023 inclusive. The unit prices shall be adjusted effective June 01 each successive year until the end of the contract. Adjustment of unit prices will be based on the Consumer Price Index, as published by Bank of Canada.

In Witness Whereof, the parties hereto have executed this Agreement as of the Effective Date.

Windsor Disposal Services Limited  
2700 Deziel Drive  
Windsor, Ontario N8W 5H8

The Corporation of the Town of Essex  
33 Talbot Street South  
Essex, Ontario N8M 1A8

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Signature of person authorized to  
Bind the Corporation

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Mayor

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Clerk



## Pricing Summary Sheet

<b>Town of Essex</b>			
<b>A. Refuse and Organics Collection</b>			
Ward and Unit Type	Pickups per Annum	2022 Unit Cost (\$)	Total Annual (\$)
(Column A)	(Column B)	(Column C)	(Column B X C)
<b>Refuse Collection:</b>			
Ward 1 - Residential	52	4,332.88	225,309.80
Ward 2 – Residential	52	2,908.00	151,215.82
Ward 3 – Residential	52	5,314.20	276,338.44
Ward 4 – Residential	52	1,919.83	99,830.94
Ward 1- Commercial	104	300.00	31,200.00
<b>Organics Collections:</b>			
Ward 1 - Residential	20	2,168.77	43,375.49
Ward 2 – Residential	17	1,712.43	29,111.30
Ward 3 – Residential	17	3,129.37	53,199.27
Ward 4 – Residential	17	1,130.53	19,218.94
Sub-Total – 2015 Estimated Total Cost			928,800.00
Harmonized Sales Tax (13% of Sub-Total)			120,744.00
Total – 2022 Estimated Total Cost, including Harmonized Sales Tax			1,049,544.00

<b>Town of Essex</b>			
<b>B. Miscellaneous</b>			
Location	Type of Service	Pickups per Annum	2022 Unit Cost Per Pick Up (\$)
<b>Refuse or Cardboard Recycle:</b>			
Various Locations	6-yard bin and front end	52	\$36.00
Various Locations	8-yard bin and front end	52	\$48.00
Various Locations	6-yard bin and front end	80	\$36.00
Various Locations	6-yard bin and front end	17	\$36.00
Various Locations	6-yard bin and front end	On Call	\$36.00
Cranbrook Crt., Essex, ON	4-yard Comm Front Load	52	\$24.00
33 Maidstone Ave., Essex, ON	6-yard Comm Front Load	52	\$36.00

## Waste Collection Information Schedule

<b>Town of Essex</b>			
Ward <sup>(1)</sup>	Unit Type	Waste Type	Frequency of Collection
<b>Refuse and Organics Collection:</b>			
1, 2, 3 and 4	Residential	Refuse	Weekly <sup>(3)</sup>
1	Commercial	Refuse	Three Times per Week
1 <sup>(6)</sup>	Residential	Organic Waste	December to March – Monthly
			April to November - Bi-Weekly
2, 3 and 4 <sup>(7)</sup>	Residential	Organic Waste	April to November – Bi-Weekly
			December – Monthly
1, 2, 3 and 4	Residential	White Goods	Monthly
<b>Miscellaneous:</b>			
Various locations	6-yard bin and front end service	Refuse	Once per week
Various locations	8-yard bin and front end service	Refuse	Once per week
Various locations	6-yard bin and front end service	Cardboard-Recycle	Once per week
Various locations	6-yard bin and front end service	Cardboard-Recycle	Twice Weekly (September to April) and Once per week (May to August)

<b>Town of Essex</b>			
Various locations	6-yard bin and front end service	Refuse	Once per week (May to August)
Various locations	6-yard bin and front end service	Refuse	On call Service
<sup>(1)</sup> Estimated unit counts by Ward, as per the attached map, are as follows:			
Ward	Residential	Commercial	
1	2530	113	
2 <sup>(2)</sup>	1698	N/A	
3	3103	N/A	
4	1121	N/A	
<sup>(2)</sup> Includes Lucier Estates (464 unites)			
<sup>(3)</sup> Collection days shall be as follows:			
Ward		Collection Day	
1 and 2 <sup>(4)</sup>		Wednesday	
3 and 4 <sup>(5)</sup>		Monday	
<sup>(4)</sup> Ward 1 and 2 includes all properties north of County Road 18 (former Town of Essex) and Ward 2 (formerly Colchester North);			
<sup>(5)</sup> Ward 3 and 4 include all properties south of County Road 18 (former Colchester South) and Ward 4 (former Town of Harrow)			
<sup>(6)</sup> Ward 1 organic waste may be stored in Compostainers, Paper Yard Waste Bags and other acceptable containers			
<sup>(7)</sup> Includes organic waste collection for Colchester Village Area plus those properties located on and to the south of County Road 50, Lucier Estates and the Town of Harrow			