

1 **BILL NO. S-24-10-03**

2 ORDINANCE NO. S-119-24

3 **AN ORDINANCE** approving RECYCLE
4 PROCESSING CONTRACT - (\$1,472,250.00) -
5 between GFL ENVIROMENTAL, INC., GFL
6 ENVIROMENTAL USA, INC., and the City of Fort
7 Wayne, Indiana, by and through its Board of Public
8 Works.

9 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
10 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

11 **SECTION 1.** That the RECYCLE PROCESSING CONTRACT
12 between GFL ENVIROMENTAL, INC., GFL ENVIROMENTAL USA, INC., and the
13 City of Fort Wayne, Indiana, by and through its Board of Public Works, is hereby
14 ratified, and affirmed and approved in all respects, respectfully for:


15 All labor, insurance, material, equipment, tools, power,
16 transportation, miscellaneous equipment, etc., necessary for ten
17 (10) year contract to sort all materials collected at the curb/alley for
18 the City of Fort Wayne, Indiana from January 1, 2025 and ending
19 on December 31, 2034;

20 involving a cost of \$125 per ton with an estimated cost in 2025 of ONE MILLION
21 FOUR HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED FIFTY AND
22 00/100 DOLLARS (\$1,472,250.00). A copy said Contract is on file with the Office of
23 the City Clerk and made available for public inspection, according to law.

24 **SECTION 2.** That this Ordinance shall be in full force and effect from
25 and after its passage and any and all necessary approval by the Mayor.

26 
27 _____
28 Council Member

29 APPROVED AS TO FORM AND LEGALITY

30 
Malak Heiny, City Attorney

CITY OF FORT WAYNE
DIVISION OF PUBLIC WORKS



FW PUBLIC WORKS

**Board of
Public Works**

In Your Neighborhood

Recycle Processing and Marketing Service Contract

by and between

The City of Fort Wayne
Board of Public Works

and

GFL Environmental USA, Inc.

and

GFL Environmental Inc.,
as Guarantor

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EXHIBITS:

Exhibit A Service Territory

Exhibit B Accepted Items List

Exhibit C Center Point of City with the Ten (10) Mile Radius

Exhibit D Guaranty

Exhibit E Community Outreach Plan

APPENDIX:

Appendix A Defined Terms

RECYCLE PROCESSING AND MARKETING SERVICE CONTRACT

THIS RECYCLE PROCESSING AND MARKETING SERVICE CONTRACT ("Contract") is entered into by and between the City of Fort Wayne Board of Public Works (the "City"), GFL Environmental USA, Inc. ("Contractor") and GFL Environmental Inc. ("Guarantor"), on this ~~15~~²⁴ day of September, 2024. Capitalized terms used and not defined herein shall have the meanings assigned to them in Appendix A attached hereto.

BACKGROUND

A. The City desires to retain the Contractor's services for the processing and marketing of recyclable materials in Fort Wayne, Indiana, as identified on Exhibit A, attached hereto and made a part hereof (the "Service Territory");

B. The Contractor has been determined to be qualified for such work based on Contractor's proposed price, prior experience, financial status and available equipment; and

C. The Contractor and the City have mutually agreed to the negotiated terms and conditions of this Contract.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

1. SERVICES TO BE PROVIDED BY CONTRACTOR

A. General Scope. The Work to be performed under this Contract shall consist of processing and marketing Single Stream Recyclable Material collected by the City's Recycling Collection Contractor and delivered to Contractor's Transfer Station.

The recycling program is an "opt-in" Single Stream Recycling program. Every resident pays for recycling collection whether they choose to opt into the program or not. The City provides biweekly recycling services to over 83,700 residential units.

Recycling is collected on a bi-weekly basis. The City designates the different collection weeks by using an "A" and "B" week schedule. Exhibit A Service Territory provides the scheduled collection days and corresponding collection week for all homes in the service territory. These collection days and weeks can be changed by the City Recycling Collection Contractor.

In the event the City partners with the Allen County Department of Environmental Management or other governmental agencies for a joint Single Stream community collection program, Contractor shall work with the City and extend contract pricing, revenue share, and service territory to cover Allen County and materials brought to their facility through this program.

The City provides a 48-Gallon Container or 96-Gallon Container, which is a wheeled cart manufactured by Toter Inc., to residents that request to participate in the recycling program. At present, the City estimates that eighty thousand (80,000) Recycle carts are in service.

Single-Stream Recyclable Material is to be sorted by commodity type and sold. Materials may be added or deleted from the recycling program based on the market value of the materials. Any changes to the recycling program must be agreed upon in writing by both parties.

Exhibit B provides a list of items accepted at the recycle processing facility. The City expects Contractor to adhere to the process submitted in accepting and marketing these materials and any changes must be submitted to the City Administrator for approval. Approval will not be unreasonably withheld so long as changes follow accepted practices in the industry.

- B. Facility Location and Specifications. Specifications of the MRF and transfer station are as follows:
- i. The Contractor's Transfer Station will be located at 4429 Allen Martin Dr, Fort Wayne, IN 46806. The Contractor will then transload the Single Stream Recyclable Material to the GFL Pontiac MRF, 900 Baldwin Ave, Pontiac, MI 48340. In the event that the location of the Transfer Station is changed by Contractor, the new delivery location must be within a ten (10) mile radius of the center point of the City. Exhibit C provides the radius from the center point of the City.
 - ii. The MRF must be designed to process and market Single Stream Recyclable Materials into the individual commodity types as defined.
 - iii. Processing equipment must have a capture rate of 90% or greater for each commodity type as measured on a rolling thirty (30) day basis. In the event capture rates fall below 90%, as measured on a rolling thirty (30) day basis, Contractor will be responsible for all deficiencies in production and marketing of material. The Contractor will not be allowed to increase Contamination rates or Residue rates in order to compensate for the loss in recovery.
 - iv. In the event any commodities will be grouped together for sale, the Contractor must provide in writing the reason for combining them to the City Administrator for approval. All material (Recyclables, Residue,

Contamination, commodities baled or loose) must be maintained or housed inside the walls of the MRF and/or Transfer Station, as applicable. The MRF and/or Transfer Station shall have sufficient space to store all materials within its walls under roof, including any other residential or commercial material the Contractor accepts for processing.

- v. The tipping floor must be large enough in size to accommodate the storage of a minimum of four (4) days' worth of all incoming material, both residential and commercial.
- vi. The tipping floor design must account for loose material and ensure that no material is released outside the exterior walls of the facility as a result of open doors, wind, insecure barriers or otherwise. A truck cleanout area will also be established within the facility.
- vii. The facility must be able to weigh in and weigh out all material delivered to the MRF and Transfer Station.
- viii. The facility must have proper fencing to screen the facility from public right of ways and adjacent properties.
- ix. The facility must have turnaround times for each Recycling Collection Contractor truck of no more than 30 minutes from the time the truck arrives at the facility to the time the truck weighs out.
- x. Facility grounds must be kept clean and free from litter and debris. Any complaints relating to the cleanliness of the property which are submitted to the Contractor by the City Administrator must be rectified within 24 hours of receiving notice.
- xi. Recyclables delivered must be managed on a first in first out basis so that material does not remain on the tip floor for long periods of time.
- xii. The facility shall have an observation area for educational purposes such as tours. The area will be located at a level that allows observers to see the processing operation. The observation area will include a deck which holds a minimum of 25 people. In addition to an observation deck, the observation area will include a classroom/conference room capable of holding 25 people, equipped with heat, air conditioning and observation windows to view the operations. Public access to the facility shall be allowed, with the Contractor's consent, and must be scheduled by the Contractor and/or the City Administrator. Consent by the Contractor shall not be unreasonably withheld.
- xiii. The facility must meet all federal, state, and local safety standards and requirements.

- C. Hours of Operation. Recycle collections shall be made between the hours of 6:00 a.m. – 6:00 p.m. Monday through Friday and 6:00 a.m. to 12:00 noon on Saturday, if the City's Recycling Collection Contractor determines additional hours are needed to fulfill collection needs. The hours of operation of Contractor's Transfer Station will be Monday – Friday 6:00 a.m. to 6:00 p.m. and Saturday 8:00 a.m. – 12:00 noon.

In the event of extreme hot or cold weather, the City may adjust the collection hours. The City reserves the right to approve of any collection hour adjustments prior to those taking effect. In the event of inclement weather, the City will discuss impending weather conditions with the Contractor, other area haulers and municipalities to determine whether recycling collection cancellations are necessary or advisable. The City reserves the right to make the final determination on any cancelations.

2. SUBCONTRACTORS

The Contractor shall not be permitted to subcontract, assign or delegate any of the services to be provided by it under this Contract without the City's express written consent, which permission shall not be unreasonably withheld, conditioned or delayed. Any consent given in accordance with this provision shall not be construed to relieve the Contractor of any responsibility for performing its obligations under this Contract. Any approved Subcontractor must have the same qualifications, experience, bonding and insurance as the Contractor. Contractor shall remain responsible for the delegation of Work, the quality and quantity of any Work performed by Subcontractor and for managing, directing and paying Subcontractors. The City shall have no obligation whatsoever with regard to any Subcontractors.

3. GUARANTY

Contractor has/will executed and delivered to the City a Guaranty, dated as of the date of this Contract. A copy of the Guaranty, which unconditionally guarantees the full and faithful performance and payment obligations of the Contractor under this Contract and which guarantees that all assets of the Guarantor shall be available to guarantee the payment and performance obligations of the Contractor, is attached hereto as Exhibit D.

4. TERM

Initial Term of this Contract is for a period of ten (10) years, beginning January 1, 2025, and ending on December 31, 2034, with the option for additional extensions totaling an additional ten (10) years.

The length of any single extension during the ten (10) year extension period may be any number of years from one (1) to five (5) by mutual agreement.

Either party wishing to extend the Contract after the initial term shall provide written notice of its desire to extend the Contract to the other party no later than one hundred eighty (180) days prior to the expiration of the current term. Notice shall be sent by certified mail, return receipt requested or overnight delivery by a commonly known and accepted delivery service

(i.e. FedEx, UPS). Notice shall be deemed received on the day after mailing or deposit with the overnight carrier. Notice shall be sent to the address identified in the Contract as the address of the Contractor and to the City Administrator, 2200 W. Cook Road, Fort Wayne, Indiana 46818 as the address for the City. After receipt by the City Administrator, notice must still be forwarded to the Board of Public Works and then to the City Council for approval.

5. PROCESSING PRICE

The processing price will be deemed to include all labor and materials needed to perform the Work and will cover all overhead and profit. This pricing shall include any fees including, but not limited to federal, state, and local environmental fees, fuel surcharges and transfer station fees (if applicable). Pricing shall be per Ton for all material scaled in and deposited by the City Recycling Collection Contractor.

Contract processing price will be \$125 per Ton for the initial year beginning January 1, 2025. The per Ton price will be adjusted annually during the term and any extensions using the Consumer Price Index for All Urban Consumers (“CPI-U”) expenditure category – water and sewer and trash collection services. The per Ton rate shall be adjusted by the percent change from December of the previous year to December of the current year. Additionally, should any statutory or regulatory fees related to the disposal of Solid Waste or the processing and management of Recyclables be increased during the Term of the Agreement, such increase in fees shall be added to the then current processing price and/or Disposal Fee.

There will be no ceiling on the adjustment. The floor on the adjustment shall be three percent (3%) per year.

6. REVENUE SHARE

The City will receive eighty percent (80%) of the net revenue from the sale of recyclables accepted and sorted by the Contractor. The City will be charged \$35.00 per Ton for all Residue and Contamination that is sent to a landfill or incinerator for final disposal (the “Disposal Fee”). Residue and Contamination will be subject to the annual CPI increase calculation that is described in Section 5.

Table 1. below, provides the material type, revenue percentage to the City, and the index used in pricing of commodities marketed by the Contractor.

Table 1.

| Material | Revenue Percentage to the City | Index Used |
|--------------|--------------------------------|----------------------------------|
| Cardboard | 80% | Pulp and Paper Week (High Side) |
| Mixed Paper | 80% | Pulp and Paper Week (High Side) |
| Pet | 80% | RecyclingMarkets.Net (High Side) |
| HDPE Natural | 80% | RecyclingMarkets.Net (High Side) |
| HDPE Color | 80% | RecyclingMarkets.Net (High Side) |

| | | |
|--|------|----------------------------------|
| Rigid Plastic | 80% | RecyclingMarkets.Net (High Side) |
| Tetra Pak | 80% | RecyclingMarkets.Net (High Side) |
| Mixed Plastic #3 - #7 (excluding Styrofoam) | 80% | RecyclingMarkets.Net (High Side) |
| Tin | 80% | RecyclingMarkets.Net (High Side) |
| Aluminum | 80% | RecyclingMarkets.Net (High Side) |
| 3-Mix Glass | 100% | RecyclingMarkets.Net (High Side) |
| Residue | 100% | \$35/ton, Annual CPI Increase |
| Contamination | 100% | \$35/ton, Annual CPI Increase |

Contractor will make its best efforts to utilize Indiana markets in the selling of recyclable commodities while at the same time providing high market returns. In the event previously unmarketable items become marketable, the Contractor and the City will adjust acceptable item list.

The publications RecyclingMarkets.net and Pulp and Paper Week will be used in the valuation of commodities using the Chicago region high side pricing. The average of all posted prices for the month will be used in creating the value for each commodity type. In the event the publication is no longer available a subsequent publication will be agreed upon in writing by the Contractor and the City Administrator.

The City shall receive revenue share payment in arrears by the 25th of each month. The Contractor shall include a detailed report with the payment that shall include, but not be limited to the month's total tons process, breakdown by commodity type, the percentage, weight, capture rate, and market value per Ton.

7. AUDITING PROCEDURE

The Contractor shall audit the City material at a minimum of every 3 months (quarterly). The initial audit shall take place in the month of January 2025. For each quarterly audit, a sample size of 200 to 300 pounds will be taken from the specified semi-trailer arriving at the MRF from the transfer station. The material will be isolated from other material and manually sorted. Material will be separated by commodity type as described in Table 1 of Section 6. Each commodity type shall be weighed separately, and a percentage applied based on the individual commodity weight versus total sample weight.

At least ten (10) days prior to each quarterly audit, the Contractor and the City Administrator shall coordinate the audit to decide the collection day and collection week for the audit. The collection day and week for each quarterly audit shall be a different day and week from the immediately preceding audit unless otherwise specified by the City Administrator.

8. PERFORMANCE REQUIREMENTS

- A. Liquidated Damages. The Parties recognize that damages for breach would be very difficult, if not impossible, to determine. As a result, the Parties agree that

the City, in its sole and absolute discretion, may levy liquidated damages against the Contractor for instances of non-performance. Liquidated damages will be deducted from the monthly processing invoice. Table 2. provides a list of breaches and the corresponding fees.

Table 2. Liquidated Damages

| Reference Number | Description | Liquidated Damage Amount |
|------------------|---|---|
| 1 | Recyclables, commodities, bales, contamination stored outside a structure, not cured within five (5) business days written notice. | Up to \$1,000 per day or partial day |
| 2 | Turnaround times of delivery trucks are not being met, occurrence of which is not cured within five (5) business days written notice. | Up to \$250 per hour (or partial hour) per occurrence |
| 3 | Facility grounds and/or adjacent properties are not kept clean of litter/debris and complaint rectified in 24 hours, occurrence of which is not cured within five (5) business days written notice. | Up to \$250 per day or partial day |
| 4 | Disposing of contaminated loads in excess of 50% without notifying the City Manager and providing for inspections | Up to \$500 per vehicle load |

The City Administrator shall be responsible for investigating these incidents and determining the applicable fees.

- B. Default. A party may declare, at its election, a default in the event of: (i) failure of the Contractor to Commence Work on the Contract start date; (ii) to provide the Performance Bond (both the initial Performance Bond and the renewal for each Contract Year) as required by Section 10 below when due, after five (5) days' written notice; (iii) failure of the Contractor to provide insurance as required hereunder, when due, after five (5) days' written notice; (iv) any voluntary or involuntary filing by or against the Contractor for bankruptcy protection, insolvency or similar proceeding, or if the Contractor consents to the appointment of, or taking of possession by, a receiver (or similar official) of the Contractor's operating assets or any substantial part of the Contractor's assets, or if the Contractor shall make any general assignment for the benefit of the Contractor's creditors; (v) failure of the Contractor to make

any payments owed to the City under the Contract within thirty (30) days after its due date; (vi) failure of the Contractor to perform any other material covenant, condition or obligation under the Contract, including timely operation of the Transfer Station as required by Section 1(B)(i), unless the Contractor shall materially cure or remedy such failure within thirty (30) days of receipt of written notice from the City specifying in detail the nature of such default; (vii) the Contractor incurring fines under Section 8(A) of this Contract three (3) times or more in any six (6) month period or five (5) times or more in any twelve (12) month period (each of items (i) through (vi) above, an "Event of Default"); or (viii) City fails to make payment within the time permitted under Section 32 and does not cure such failure within thirty (30) days of written notice of default from Contractor.

- C. Right to Perform. The City reserves the right to perform or cause to be performed all obligations of the Contractor under this Contract in the event the Contractor does not perform the Contract in a satisfactory and timely manner.
- D. Termination. Following an Event of Default, the City may, at its option, elect to terminate this Contract by delivering to the Contractor a written notice stating the City's intention to terminate this Contract. Contractor shall then have thirty days to cure the defect. If the Contractor fails to timely cure, the City may terminate this Contract effective immediately. Upon termination of this Contract, the City shall be entitled to reimbursement under the Performance Bond for all damages, costs or expenses incurred by City in securing alternate Collection Services acceptable to City.

Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of this Contract by the City are at any time during the Term of this Contract insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Contract without penalty by giving written notice to Contractor documenting the lack of funding, in which instance, unless otherwise agreed to by the parties, this Contract shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term of this Contract sufficient funds to meet its obligations hereunder in full.

- E. Force Majeure. In the event of a Force Majeure event, i.e. a delay or default or non-performance due to causes beyond a party's reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, natural disasters, major storm or Acts of God, , the Contractor shall immediately notify the City in writing of such event and Contractor shall provide a proposed plan for moving forward in order to continue processing and marketing recyclables. Subject to the City's agreement (in its reasonable discretion) that the underlying event qualifies as a Force Majeure event, the City

shall reach agreement with the Contractor as to an alternative form of processing and marketing materials. The City shall not be liable to the Contractor, or to any third party, due to a Force Majeure event preventing the Contractor from performing under this Contract. The Contractor shall not be compensated under this Contract during any period of time in which a Force Majeure event prevents the Contractor's performance of the services. If, after a force majeure event which prevented performance, the City requires the Contractor to perform increased levels of processing and marketing services in order to make up for lost performance, the City and the Contractor shall mutually agree upon the amount of additional compensation, if any, to be paid to the Contractor.

9. ASSIGNMENT

The Contractor shall not delegate or assign any of its obligations, rights or interests hereunder, or any part thereof, whether by sale, merger, acquisition or otherwise, of the Contractor's assets or equity without the written consent of the City, which shall not be unreasonably withheld.

10. COMPLIANCE WITH LAWS-PERMITS

The Contractor shall procure, at its own expense, and keep current, all permits, licenses, and bonds necessary for the conduct and completion of its obligations hereunder and/or as required by municipal, state and federal regulations and laws. The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules and regulations bearing on the conduct and completion of its obligations hereunder.

11. PERFORMANCE BOND

The Contractor shall execute and deliver a Performance Bond to the City in an amount equal to one hundred percent (100%) of the annual Contract Price as security for the faithful performance and payment of all Contractor's obligations under this Contract. The Performance Bond amount for each succeeding Contract Year shall be the proposed amount for such Contract Year and shall be renewed by the Contractor and maintained throughout the entire Initial Term of the Contract and any extensions thereto.

All Performance Bonds shall be executed by such Surety(ies) as are acceptable in the sole discretion of the City, and which:

- A. are licensed to conduct business in the State of Indiana, and
- B. are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on the Audit Staff Bureau of Accounts, U.S. Treasury Department."

All Performance Bonds signed by an agent must be accompanied by a certified copy of the authority to act. The Performance Bond shall provide that a modification, omission, or addition to the terms and conditions of the Contract or specifications; a defect in the Contract; or a defect in the proceedings preliminary to the letting and awarding of the Contract does not discharge the

Surety. If the Surety on any Performance Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in Indiana, Contractor shall within ten (10) days thereafter substitute another Performance Bond and Surety, both of which must be acceptable to the City.

The Performance Bond shall be provided November 1, 2024, and renewed annually. Commencing November 1, 2025, and on or prior to November 1 of each year thereafter, the Performance Bond for the following Contract Year shall be delivered to the City. The Performance Bond shall be sent to the following address:

City of Fort Wayne Public Works Department
Attn: Director of Public Works
Citizens Square
200 E. Berry Street, Suite 210
Fort Wayne, IN 46802

with a copy to:

City of Fort Wayne
Attn: City Attorney
Citizens Square
200 E. Berry Street, Suite 430
Fort Wayne, IN 46802

12. OWNERSHIP OF AND RECYCLING

Once the Recyclables are delivered to Contractor's Transfer Station by the City's designated collection contractor, the Contractor becomes the owner of the Recyclables. As owner of the Recyclables, Contractor is responsible for the Recyclables, including for any loss or damage suffered as a result of negligence or otherwise. The City shall receive all revenue owed regardless of any loss of material due to negligence or other activities once the Contractor is owner of the Recyclables. For the avoidance of doubt, Contractor will not take ownership of any Excluded Materials at any time and such title shall remain with the City.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City and its officials, departments, divisions, representatives, agents, boards, commissions and employees (each a "Releasee" and together "Releasees") from and against any and all third party actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, which the City may suffer or incur by reason of (i) bodily injury, including death, to any person or persons, (ii) damage to or destruction of any real or personal property, including the loss of use resulting therefrom, (iii) environmental liability, or (iv) liability associated with the violation of any federal, state or local laws, rules or regulations, arising out of the Contractor's negligence or willful misconduct in the performance of the Work, or which the City may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted by the City to enforce the Contractor's obligations under this Section 13, except to the extent due in whole or in

part to any act, omission, or negligence of the City or any of the City's representatives, agents or employees or whether it is alleged that the City, the City's representatives, agents or employees in any way contributed to the alleged act, omission or negligence or whether it is alleged that the City is liable to any person or entity by reason of a non-delegable duty. Such indemnity shall include reasonable and demonstrable attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Contractor acknowledges that the City shall not provide such indemnification to the Contractor.

In the event of a claim by the City for indemnification hereunder, the City shall give the Contractor prompt notice of the same. Upon acceptance of responsibility for indemnification hereunder, the Contractor shall be entitled to manage and direct its defense of the claim, provided the Contractor acknowledges and agrees that the City shall have no liability for costs of any defense or the ultimate settlement. Any final settlement proposed shall be subject to the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The City shall at all times be kept fully apprised of all matters and information relating to the resolution of the claim and shall be entitled to retention of its own legal counsel.

Contractor agrees to be held alone responsible for all injuries to persons and for all damages to the property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, agents, representatives, parents, affiliates or Subcontractors during or in any way connected to the performance of the Work, whether within the limits or scope of the Work or otherwise. This indemnification shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunity provided by law.

14. INTENTIONALLY OMITTED

15. POLLUTION LIABILITY

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City and its Releasees from and against all claims, damages, losses, and expenses, fines and attorney's fees, which the City may suffer or for which it may be held liable, arising out of or resulting from any claims, allegations or causes of action of whatsoever kind or nature, relating to or regarding environmental contamination of or other adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent resulting from or relating to Contractor's negligence or willful misconduct in Contractor's processing of Recyclables. This indemnification shall survive the expiration or termination of the Contract. By entering into this Contract, the parties do not waive any immunity provided by law.

16. DAMAGES

Following an Event of Default which is not cured by Contractor as provided in this Contract, the Contractor shall be liable to the City for any damages the City sustains by virtue of the Contractor's breach, and any reasonable costs the City incurs enforcing or attempting to enforce this Contract, including reasonable attorneys' fees. The City may cause to be withheld any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined by law or equity, provided the City promptly pursues said

determination. It is expressly understood that the Contractor will remain liable for the above damages and costs the City sustains in excess of any setoffs.

17. ATTORNEYS' FEES

Contractor shall be liable to the City for attorneys' fees and court costs incurred by City in connection with any claim for breach of contract or negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or obligations provided in this Contract.

18. INSURANCE

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed whether it is to be performed or furnished by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

The Contractor shall not commence Work under the Contract until it has obtained all insurance required and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor, if any, to commence Work on its Subcontract until all similar insurance required of the Subcontractor has been obtained and approved. All insurance shall be by insurers and for policy limits acceptable to the City, in its sole discretion, and before commencement of Work hereunder, the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured to which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder.

For the purpose of this Contract, the Contractor shall carry the following types of insurance and such insurance shall be maintained during the life of the Contract in at least the limits specified below:

COVERAGES

MINIMUM LIMITS OF LIABILITY

| | |
|---|---|
| (a) Worker's Compensation Insurance, Including Occupational Disease and Employer's Liability Insurance, sufficient to cover all employees in Proponent's employ during the Term of Contract and any renewal period. | Statutory coverage as required by Indiana Law \$1,000,000/1,000,000/1,000,000 for Employer's Liability |
|---|---|

COVERAGES

MINIMUM LIMITS OF LIABILITY

| | |
|---|--|
| (b) Comprehensive General Liability Insurance, including property damage and personal injury coverage | \$2,000,000 per occurrence/ \$5,000,000 aggregate combined single limit |
| (c) Excess Commercial General Liability Insurance | \$5,000,000 aggregate |
| (d) Comprehensive Automobile Liability Insurance with respect to both personal injury and property damage | \$2,000,000 per occurrence combined single limit |
| (e) Products Liability Insurance | \$1,000,000 per occurrence |
| (f) Completed Operations Liability Insurance | \$1,000,000 per occurrence |

COVERAGES

MINIMUM LIMITS OF LIABILITY

- (g) Environmental Impairment Liability Insurance for environmental pollution liability including coverage for bodily injury, property damage, including loss of use of damaged property or property that has not been physically injured or destroyed; cleanup costs; and defense or settlement of claims, all in connection with any loss arising from the insured site (TBD). Coverage shall apply to sudden and non- sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any watercourse or body of water, which results in bodily injury, property damage and/or cleanup cost occurring on or off the covered location. Retroactive date should be policy inception with coverage renewed each year, multiyear policies are acceptable, and policy should include an option to purchase extended reporting period (ERP) coverage at a minimum of five (5) years at the conclusion of this contract.
- (h) Indemnification insurance as required by Section 13 above.

\$10,000,000 per occurrence

If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date.

The City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decision or the claims history of the industry as well as of the Contractor. The City shall be required to provide prior notice of ninety (90) days.

The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto.

The certificate(s) of insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an additional insured and a certificate holder and include thirty (30) days' advance notification to the City of cancellation or non-renewal, except for Workers' Compensation and Excess/Umbrella coverages, of which thirty (30) days' advance notice will be provided by Contractor. All certificates of insurance shall be sent to the following address:

City of Fort Wayne
Board of Public Works
Citizens Square
200 E. Berry St. Suite 210
Fort Wayne, IN 46802

Failure on the part of the Contractor to comply with the insurance requirements shall not relieve it of the liability under such requirements.

19. CONTRACTOR'S RESPONSIBILITY

- A. Supervision. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. The Contractor shall be solely responsible for the means, methods, techniques and procedures for processing and marketing recyclables. The Contractor shall be responsible to see that the Work complies with both the language and intent of this Contract.
- B. Employee Control. All of the Contractor's employees shall be competent and able to perform the duties assigned to them for all Work covered by this Contract. The Contractor must employ only neat, orderly, courteous, sober, competent and efficient employees and shall remove any employee who fails to perform his/her duties. The Contractor shall prohibit drinking of alcoholic beverages or the consumption or smoking of any controlled substances by its employees while on duty or in the course of performing their duties under this Contract.
- C. Compliance with Laws-Permits. The Contractor shall procure at its own expense, and keep current, all permits, licenses, and bonds necessary for the conduct and completion of the Work and/or as required by municipal, state and federal/regulations and laws. The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules and regulations bearing on the conduct and completion of the Work. This Contract, as to all matters not particularly referred to and defined therein, shall be subject to the provisions of all pertinent state statutes and ordinances of the City, which statutes and ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

- D. Safety and Protection. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions, and be solely responsible for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees and other persons who may be affected including City employees and the Recycling Collection Contractor hired by the City. Contractor shall comply with all applicable local, state and federal laws, rules, regulations and guidelines concerning the safety of persons.

20. DISPUTES

- A. The City and Contractor agree to first use the following process to resolve disputes relating to the performance of this Contract. If an issue arises requiring resolution, either party shall initiate a dispute resolution process by notifying the other party in writing and scheduling a meeting. Both the City and the Contractor shall attend the meeting via personnel who are familiar with the Contract and any alleged dispute and who have the authority to resolve the dispute. The meeting shall serve as a fact-finding opportunity to identify the issue, clarify the problem, review the applicable Contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within fifteen (15) days of the initial dispute resolution meeting or specify an alternative schedule and deadline for resolving the issues. Negotiation of a dispute shall not be grounds for the Contractor to abandon the performance of the terms of this Contract. Nothing in this Section shall be construed or implied to reduce, eliminate or otherwise affect the rights of the City or the Contractor to use any and all other means of legal remedies through a Court of competent jurisdiction located in Allen County, Indiana, as provided for in Section 26 below.
- B. During the existence of a dispute, the Contractor shall carry on all Work required under this Contract and maintain hours of operation. No Work shall be delayed or postponed pending resolution of any disputes except as the Contractor and the City may otherwise expressly agree in writing. Should the Contractor fail to continue to perform its responsibilities during the existence of a dispute, any additional costs incurred by the City or Contractor as a result of such failure shall be borne by the Contractor, and the Contractor shall make no claim against the City for such costs. The City is entitled to withhold payments on disputed items pending resolution of the dispute.

21. NONDISCRIMINATION

In compliance with federal law and Ind. Code §5-16-6-1, and Ind. Code §22-9-1-10, Contractor hereby agrees:

- A. That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, no Contractor or Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, age, religion, color, sex, national origin or ancestry, discriminate against any citizen

of the state of Indiana who is qualified and available to perform the work to which the employment relates.

- B. That no Contractor, Subcontractor, or any person on the Contractor's behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry.
- C. That no Contractor or Subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

22. CITY OF FORT WAYNE ALCOHOL AND DRUG POLICY

The City of Fort Wayne has in place an Alcohol and Drug Policy that also applies to any Contractors doing business with the City. A copy of this policy is available for inspection at <http://www.cityoffortwayne.org/purchasing-home.html>. The Contractor shall execute an acknowledgment of receipt of said policy and agree to be bound by those provisions of the policy that may be applicable. A copy of this form will be retained by the Risk Management Department of the City of Fort Wayne. Any Contractor Drug Policy must comply in all pertinent respects with City of Fort Wayne Drug Policy.

23. INDEPENDENT CONTRACTOR RELATIONSHIP

The City and the Contractor are and shall remain as independent Contractors with respect to each other. Any persons chosen by the Contractor to perform the Work shall be the Contractor's employees and shall be under the sole and exclusive direction and control of the Contractor. They shall not be considered employees of the City for any purpose. The Contractor shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. The Contractor shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. The Contractor shall also be responsible for complying with all federal law including without limitation the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq. The Contractor agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of the Contractor's failure to comply with this paragraph.

24. WAIVER

No action, inaction, delay, waiver of fines or failure of the City to exercise any right or remedy shall constitute a waiver of any right or remedy provided to the City under this Contract or as is available by law.

25. EMPLOYER CERTIFICATION

In accordance with I.C. § 22-5-1.7, the Contractor understands and agrees to enroll and verify work eligibility status of all newly hired employees of the Contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. The Contractor further understands that it is not required to verify work eligibility of status of newly hired employees through the E-Verify program if the E-Verify program no longer exists. The Contractor certifies that it does not knowingly employ any unauthorized aliens.

26. APPLICABLE LAW

If any provision of this Contract is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Contract shall be governed by the laws of the state of Indiana. The Contractor and the City agree that any litigation related to this Contract must be maintained in either the Federal District Court for the Northern District of Indiana, Fort Wayne Division or in a state court sitting in Allen County, Indiana. The Parties hereby irrevocably consent and submit to the exclusive jurisdiction of the courts specified herein and irrevocably waive any objection based upon improper venue, forum non conveniens or other similar doctrines or rules.

Without limiting the foregoing, by executing this Contract, the Contractor certifies that it does not engage in investment activities in Iran, as more particularly described in I.C. § 5-22-16.5. The Contractor shall provide immediate written notice to the City if at any time during the term of this Contract, the Contractor learns that its certifications herein are/were erroneous or if the Contractor is debarred, suspended proposed for debarment, has been included on a list or received notice of intent to be included on a list created pursuant to I.C. § 5-22-16.5, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Contract as provided herein.

27. ENTIRE CONTRACT

This Contract embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof.

28. AMENDMENTS IN WRITING

No agreement hereafter made shall be effective to modify or discharge this Contract, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought.

29. HEADINGS

The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof.

30. HOLIDAYS

If a holiday falls on a scheduled collection day, the Contractor shall use a "slide" system and provide processing services one day later for all collection customers between the holiday and the following Saturday. For example, if a holiday or a holiday observation falls on a Monday, Monday services shall be performed on Tuesday, Tuesday services shall be performed on Wednesday, etc. If the holiday falls on a Friday, only the services for that Friday shall "slide" to the next calendar day.

On holiday weeks, the Transfer Station will be open from 6:00 a.m. to 6:00 p.m., on Saturday. Below are the holidays that are observed:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

31. ANNEXATIONS

The Contractor will be responsible for the processing of Recyclables from all qualifying units of any areas that are annexed by the City and collected by the designated City Recycling Collection Contractor during the Contract term and any extensions. At this time, no areas are scheduled to be annexed. In addition to annexed areas, the Contractor is responsible for processing Recyclables from new homes built that qualify for City services and are collected by the City Recycling Collection Contractor.

32. PAYMENT

The Contractor shall invoice the City by the 15th of every month, in arrears during the term of the Contract. The City shall have thirty (30) days after receipt of the properly prepared invoice to make payment. Invoicing shall include at a minimum a spread sheet that contains the following: Scale ticket number, truck number, date/time in and out, inbound/outbound weight, and net tons charged. The Contractor must provide any reasonable, additional supporting information requested by the City.

33. REJECTION OF MATERIAL

All material must be sorted via sorting equipment. In the event the Contractor believes that a truck load of Recyclables brought to their transfer station has greater than fifty percent (50%) Contamination, the load will be set aside and inspected by the City Administrator and the City

Recycling Collection Contractor. Under no circumstances will a load of recyclables be disposed/landfilled without inspection or approval by the City Administrator. If the City Administrator deems the material is less than fifty percent (50%) contaminated, the Contractor must sort the material.

Rejected loads will be loaded, transported, and disposed by the Contractor at an approved disposal facility. The City shall pay the Contractor \$35 per ton to load, transport, and dispose of the rejected loads. The per ton cost will be adjusted annually by the contract escalator.

34. CART RECOVERY

The Contractor will remove any City collection carts they find in recycling and store them in a designated area and notify the City Administrator. The City will remove the carts in a timely manner upon notification.

The City will not be responsible for any costs incurred as a result of or in any way associated with the removal and/or storage of the collection carts by the Contractor. The Contractor will not be responsible for damage to the carts prior to delivery to the MRF.

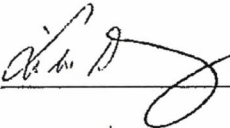
35. COMMUNITY OUTREACH

The Contractor shall be required to have a representative available when asked by the City to attend neighborhood partnership meetings, Solid Waste Advisory Board meetings, and various community events when necessary to promote the recycling program.

The Contractor shall work with the City in developing a community outreach plan. As a part of this plan, Contractor shall make available in person tours of its MRF to area schools, civic groups, and community groups. The Contractor will provide written materials and a website for the City to use to educate residents on proper materials to recycle. Written materials must be provided in English, Spanish, and Burmese. Any social media promotional resources will be made available to the City. Exhibit E is an excerpt from the Contractor's proposal outlining what will be provided to the City to aid in outreach and education.

IN WITNESS WHEREOF, the parties have executed and delivered this Contract as of the day and year set forth above.

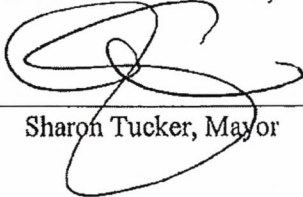
GFL Environmental USA, Inc.

By:  _____

Printed: Luke DeCoursey

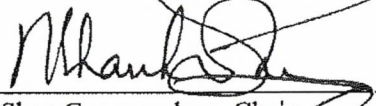
Title: Director - Operations


CITY OF FORT WAYNE, INDIANA

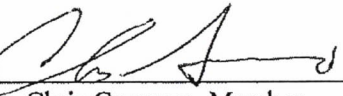
By:  _____
Sharon Tucker, Mayor

CITY OF FORT WAYNE, INDIANA

BY: Its Board of Public Works

By:  _____
Shan Gunawardena, Chair

By:  _____
Kumar Menon, Member

By:  _____
Chris Guerrero, Member

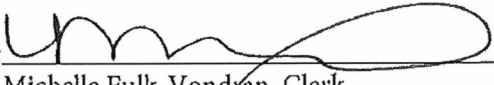
ATTEST:  _____
Michelle Fulk-Vondran, Clerk

EXHIBIT A

SERVICE TERRITORY

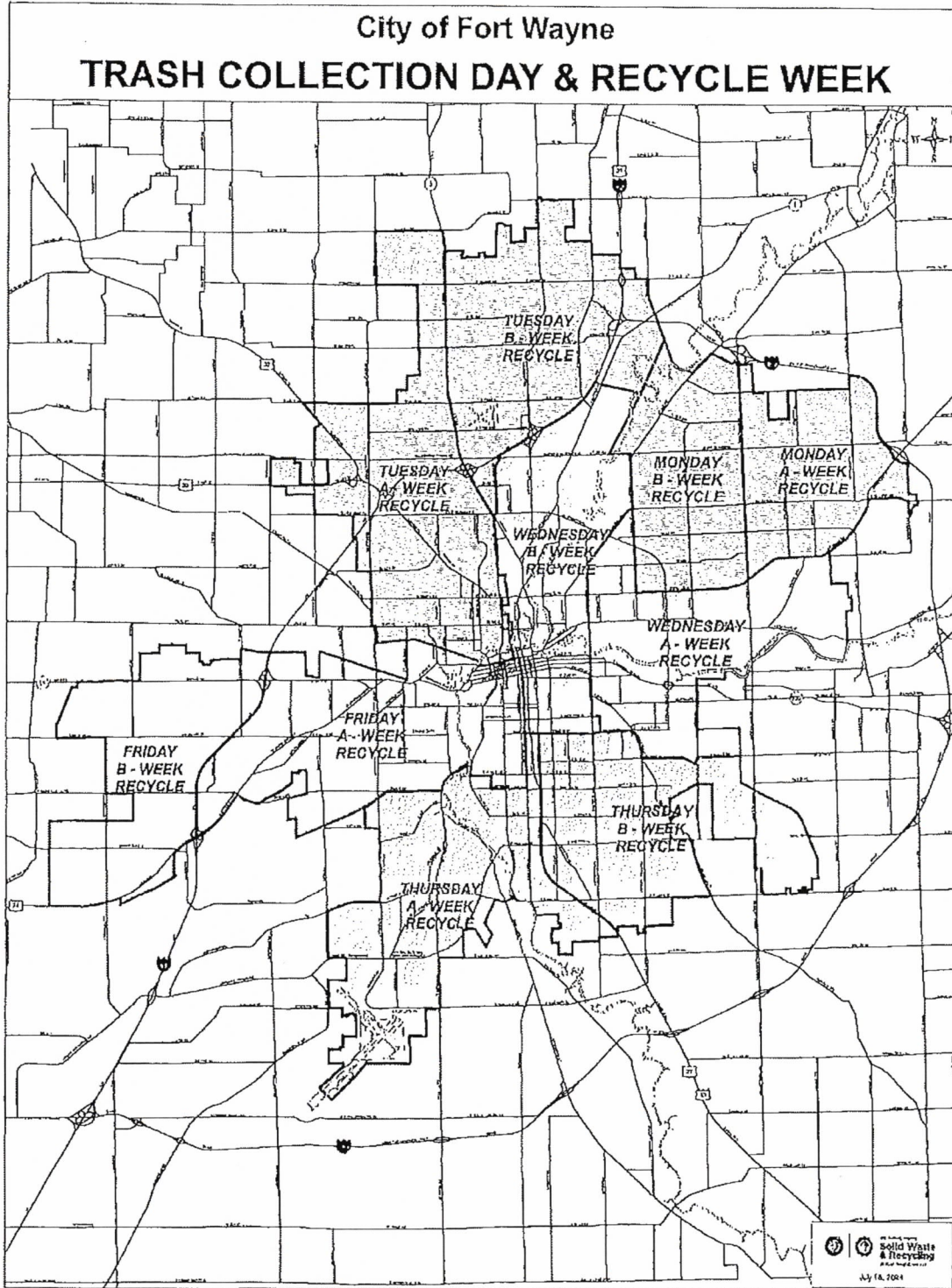


EXHIBIT B

Accepted Items List

Accepted Materials In the Recycling Facility

Items Accepted in the Recycling Facility

Glass

- Bottles, jars

Plastics

- Tubs, lids (e.g. butter, sour cream)
- Clear food containers/clamshells
- Disposable berry containers
- Detergent, hand soap, shampoo bottles
- Milk jugs
- Beverage bottles (e.g. water, soda)
- Cat litter tubs with plastic handles

Metal

- Aluminum/steel cans
- Aluminum trays, burner liners, pie plates, roasting pans

Paper

- Bags, advertising mail, envelopes (including window)
- Gift wrap, cards (no ribbons, bows, foil wrap)
- Newspapers, flyers, directories, magazines, catalogs
- Soft/hard cover books

Cardboard

- Boxboard (e.g. cereal, tissue, detergent)
- Corrugated cardboard (clean, unwaxed; pizza boxes must be empty; remove overwrap from water/soft drink cases, recycle separately)
- Rolls (toilet, paper towel, wrapping paper)
- Milk/juice cartons and boxes

EXHIBIT C

10 Mile Radius Center Point of City

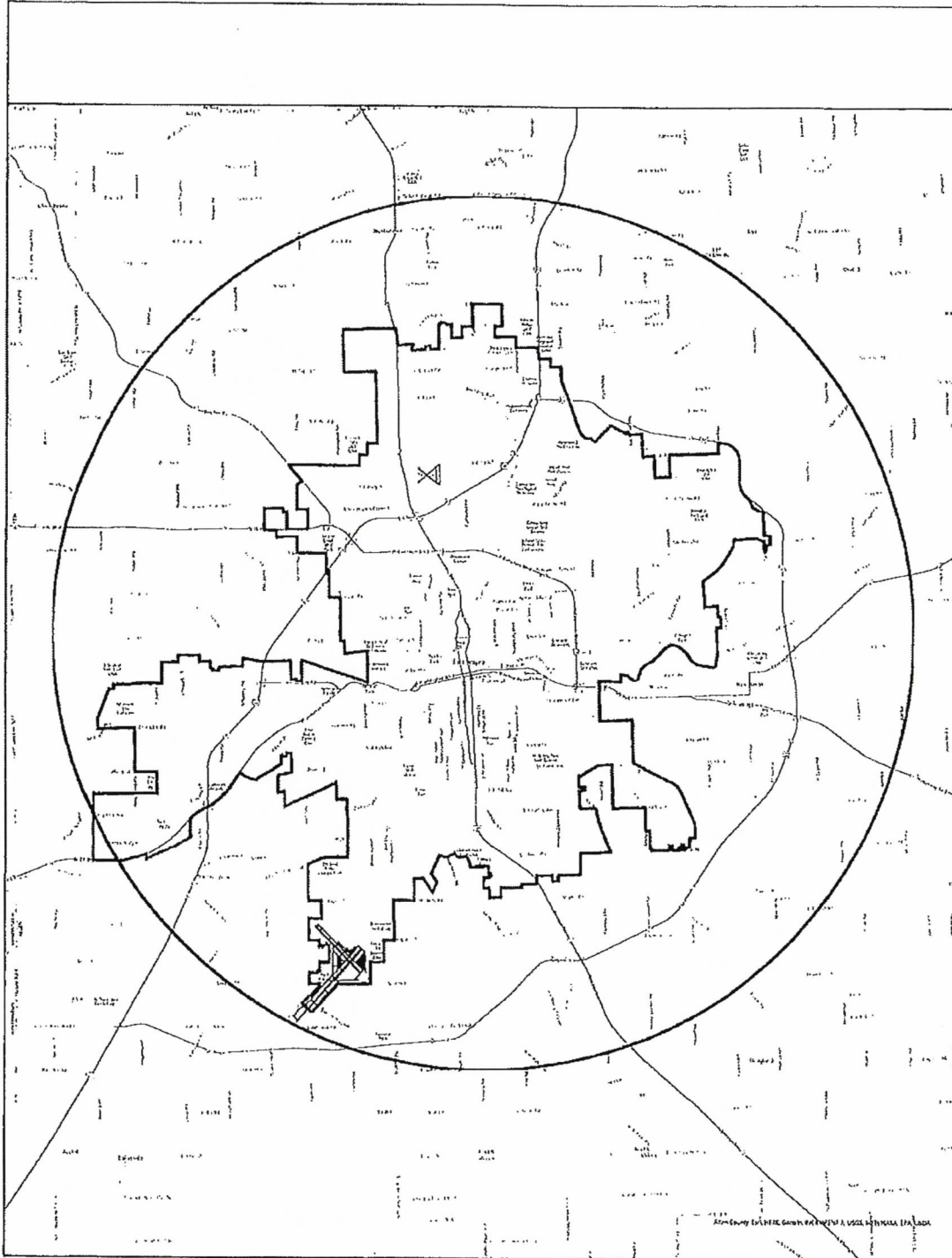


EXHIBIT D

Guaranty

UNCONDITIONAL GUARANTY

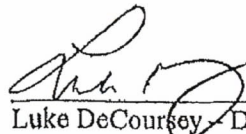
This Guaranty is made in favor of the City of Fort Wayne Board of Public Works (the "City") by GFL Environmental Inc. and is an integral part of the Recycle Processing and Marketing Service Contract ("Contract") entered into by and between the City of Fort Wayne Board of Public Works ("City") and GFL Environmental USA, Inc. (the "Contractor"), dated Sept 25, 2024.

Pursuant to the terms of the Contract, the Contractor is required to provide a written Guaranty from an approved Guarantor who will guarantee the complete and total performance and payment obligations of the Contractor under the Contract. The Contractor has proposed and the City has accepted GFL Environmental Inc. as the Guarantor of the Contractor's obligations under the Contract.

GFL Environmental Inc. agrees that this is an absolute, present and continuing guaranty of payment and performance and not of collection of all of Contractor's obligations under the Contract. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon the pursuit of remedies against Contractor or any other person. Guarantor hereby waives any right to require that an action be brought against Contractor or any other person. Guarantor agrees that nothing contained herein or otherwise shall prevent the City from pursuing concurrently or successively all rights and remedies available to it at law and/or in equity and that the exercise of its rights of completion of any remedy shall not constitute a discharge of Guarantor's obligation hereunder, it being the purpose and intent of Guarantor that the obligations of Guarantor hereunder shall be absolute, independent, and unconditional under any and all circumstances whatsoever.

GFL Environmental Inc. acknowledges and agrees that there is no stated maximum dollar limitation or cap on the liability of GFL Environmental Inc. under this Guaranty to pay any damages or other amounts that may be due the City on account of any non-performance, malfeasance or breach of Contractor under the Contract.

None of GFL Environmental Inc.'s obligation under this Guaranty or any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by any impairment, modification, change, release, limitation or increase of the liability of Contractor under the Contract or by reason of any bankruptcy or insolvency of Contractor. This Guaranty shall continue to be effective until all of Contractor's obligations under the Contract for performance or payment or otherwise are paid or completed in full, regardless of any change of circumstances of Contractor or modifications of the Contract terms or extensions of the Term or increase in the Contractor's liability under the Contract.

 - GFL Environmental USA

Luke DeCoursey - Director - Operations

EXHIBIT E
Community Outreach Plan



6.0 EDUCATION OUTREACH INITIATIVES

GFL can support the City with its public education efforts in the following ways:

- **Inbound Audits:** GFL's Pontiac MRF Team analyzes inbound material and commodity bales for market specifications. GFL can provide information on diversion rates, materials compositions and give recommendations on future educational direction based on contamination which is found in inbound materials.
- **Promptly Communicating Contamination:** If it is determined that a load is excessively contaminated, GFL shall bring the information to the City's attention in a timely manner including pictures, truck number, etc. for evaluation. It is the intention of GFL to work with the City to assist in helping with their recognized promotion and education programs.
- **Community Engagement:** GFL has appointed an Education Coordinator, with extensive experience in promoting recycling in schools and local communities, for this contract. They will continue to host workshops, seminars, and community events to raise awareness and encourage participation in recycling efforts in the City of Fort Wayne. The Education Coordinator will be available to attend neighborhood partnership meetings, Solid Waste Advisory Board meetings and various community events to promote the City's recycling program.
- **Education Workshops:** The Education Coordinator will continue to conduct regular workshops at community centers, schools, and libraries. Examples of some topics covered include proper recycling practices, benefits of recycling, how to reduce contamination and how the MRF operates.
- **Facility Tours:** GFL staff will perform tours at the Pontiac MRF about its recycling program.
- **Community Drop Off Bins:** GFL will work with the City to determine the optimal locations to place public drop off bins, where members of the community can drop off their recyclables for GFL to process. Several locations GFL has considered include GFL's transfer station, the Pontiac MRF, City facilities, as well as other community locations. If awarded, GFL will work with the City of Fort Wayne to finalize the details and locations of these drop off bins.
- **MRF Education Room:** GFL's new facility includes a 1,500 sq ft education room, that can be used to promote and grow the City's recycling program. The education room holds a minimum of 25 people and will be equipped with TV screens showing the entire processing system through a live video feed.



EXHIBIT E

Community Outreach Plan

- **School Programs:** GFL's Education Coordinator has developed a curriculum for schools that includes interactive activities and recycling challenges. They currently organize school visits and presentations to engage students and teachers in recycling practices. An example of a flyer for the school program is included in **Appendix L**.

6.2 MRF Housekeeping

GFL understands that because the MRF functions as an education tool, it is of utmost importance to the City that the facilities, including the sites, buildings, and equipment, receive the highest standard of maintenance, especially since the MRF is often showcased during tours. Implementing various maintenance and housekeeping on a regular basis is a simple process that supports this function.

A few examples of the types of campaigns that will be implemented include:

- Ensure tour access areas throughout the facility are kept clean by removing cobwebs and dust at a minimum once per week.
- Ensure no extension cords are running across walkways. If there are cords being used, have electrical outlets installed in more convenient locations.
- Housekeeping campaigns ensure all work tools are placed in their proper areas and locked appropriately.
- Tighten wire terminals in control cabinets and vacuum out control cabinets.
- Replace chains on machines.
- Forklift seatbelt and horn checks.
- Paint walkways lines.

EXHIBIT E

Community Outreach Plan

From GFL Proposal Appendix L: School Outreach Flyer Example.



GFL Environmental is committed to educating students about recycling, getting them personally involved and for this year is continuing to offer an educational program for schools in Macomb, Monroe, Oakland, Genesee, Washtenaw and Wayne Counties.

- Age appropriate presentations for Pre - Kindergarten through 12th grade.
- Fulfills one of the requirements towards becoming a "Michigan Green School".
- Presentation is free!

Presentations:

1. For Preschool and Kindergarten (3 to 5 years of age) – my focus is on just recycling. I talk about how you recycle with some help from Caillou Learns to Recycle. I read them the story and we review some of the key concepts afterwards and then discuss what at home you can place in the recycling bin. (30 minutes).
2. For 1st through 2nd grade (6 to 7 years of age) my focus is on the 3 R's and what you can put in the recycling bin. I combine a story about recycling with my Prezi presentation. I start out discussing recycling and then we discuss how we can reduce waste, how we can be our own inventors and "reuse" materials, and finally a review on recycling and what to place in the recycling bin. (Approximately 45 minutes).
3. For grades 3rd – 5th (8 to 10 years of age) we also discuss the 3 R's, but we go into more detail on where the recycling goes and on the materials that are recycled. For example I go into more detail explaining the loop, the various grades of paper and classifications of plastic that can be recycled. (45 minutes).
4. The 6th – 12th grade (age 11 and up) presentation focuses on sustainability, composting, career opportunities related to the field, what can be placed in curb side recycling carts, the single stream process and where we stand (the good and the obstacles) in our recycling efforts not only in the state but also as a country. (45 minutes).

NEW THIS SCHOOL YEAR- MRF Tours: These would be available for students in the 6th grade and up. Limit is approximately 35 students at a time. If you are interested in a tour, please reach out to me to discuss further details such as times.

Continuing this upcoming school year!

EXHIBIT E

Community Outreach Plan

Most schools have asked what they can do to become more sustainable and GFL is providing a way that you can not only be GREEN, but also make some money for the school with our Paper Retriever Program. This service is not only free but also a great fundraising opportunity for you. The items placed in these containers are cleaner, which means the quality is good and it is more marketable. I am the individual who will be in charge of this program also: helping to set up, your go-between if you have concerns or issues and if you are already involved in the program - coming up with ways to help you increase your participation and increase your fundraising efforts. Again this is a free program and if you would like more information, please contact me.

I am currently scheduling for Fall 2024 but will also schedule for Winter/Spring of 2025. I do suggest that if you are looking at having something for the month of April that you plan on scheduling in October or November – the Spring months fill up fast. Best way to reach me is via email: vczapski@gflenv.com if you have any questions or to schedule.

Thank you,

Victoria Czapski

Community Education Coordinator/Sales -
GFL Environmental USA Inc. 26999 Central
Park Blvd., Suite 200., Southfield, MI 48076

Cell: 586-946-5121 Work Cell: 586-519-8238

Email: vczapski@gflenv.com

APPENDIX A

DEFINED TERMS

The following defined terms shall apply to the entire Contract:

CITY – Refers to the City of Fort Wayne, Indiana, and its Board of Public Works. Geographically, the term City refers to the City of Fort Wayne, Indiana, and any geographical area annexed thereto effective during the term of this Contract.

CITY ADMINISTRATOR – Person designated by the City to oversee the Contract.

CONTAMINATION – Non-recyclable material or Solid Waste that ends up in the recycling system.

CONTRACT – This legal, binding, written agreement between the City and the Contractor outlining the terms, conditions, rights and obligations of each party for the processing and marketing of recyclables.

CONTRACT SECURITY – A Performance Bond in amount(s) and on terms as required by the City to secure performance of the Successful Proponent under the Contract.

CONTRACT YEAR – January 1 through December 31 of each calendar year.

CONTRACTOR - GFL Environmental USA, Inc.

E-VERIFY PROGRAM – An electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99- 603). *As added by P.L. 171-2011, SEC. 16 and included in IC 22-5-1.*

EXCLUDED MATERIALS - Any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, , or any material the acceptance or handling of which would cause a violation of any applicable Law, damage to Contractor's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Contractor's employees.

GUARANTOR – The person or entity who guarantees the performance and payment obligations of the Contract. In this case, GFL Environmental Inc.

APPENDIX A

DEFINED TERMS

INITIAL TERM – A period of ten (10) years, beginning January 1, 2025, and ending on December 31, 2034, with the option for additional extensions totaling an additional ten (10) years.

INSOLVENCY – A party's inability to pay its debts as they mature.

MATERIAL RECOVERY FACILITY OR MRF – A facility where recyclable materials are sorted, processed, and marketed.

PERFORMANCE BOND – Bond from a Surety that guarantees compensation to the City in the event that it must assume all or any portion of the obligations and/or duties of the Proponent in order to continue the Work as defined by the Contract.

PROCESS – Sorting of Single Stream Recyclable Material by individual commodity type to prepare it for market.

RECYCLING – The process of collecting and processing materials that would otherwise be thrown away as trash and turning them into new products.

RECYCLABLES – All material that is collected by the City's Recycling Collection Contractor and brought to the Contractor's facility.

RECYCLING COLLECTION CONTRACTOR – Contractor hired by the City to collect recycling from residential homes and designated City facilities.

RESIDUE – Solid Waste and non-Recyclable material that remains after the Recyclables are processed at the MRF.

REVENUE SHARE PLAN – The equation used in calculating the monthly payment due to the City from the sale of marketed commodities.

SINGLE STREAM RECYCLING – A system in which all recyclables are placed in a single bin or cart.

SINGLE STREAM RECYCLABLE MATERIAL – Recyclable materials placed in a cart and meeting the specifications attached hereto as Exhibit B.

SOLID WASTE – Trash, rubbish, garbage and yard waste.

SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the Contractor for the performance of a percentage of the Work. For

APPENDIX A

DEFINED TERMS

the avoidance of doubt, any alternate transfer station permitted under Section 1(b)(i) or any hauling company utilized in the transportation of materials from the Transfer Station to the MRF shall not constitute a Subcontractor.

SURETY – A party who is legally liable for the debt, default, or failure of the Contractor under a Performance Bond or other bond.

TON – A unit of weight equal to 2,000 pounds.

TRANSFER STATION – A solid waste storage facility at which solid waste and/or recycling is transferred from collection vehicles to haulage vehicles for transportation to a final disposal facility or recycle processing facility.

TRASH – Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

UNNACCPETABLE ITEMS – Material that is placed in the recycling cart by residents that is not a commodity type accepted and marketed in the recycling program.

WORK – The requirements stated in the Contract and addenda and includes all related vehicles, equipment, labor, materials, facilities, permits, licenses, and approvals required to complete the obligations as outlined in the Contract.



CITY OF FORT WAYNE

SHARON TUCKER, MAYOR

Date: October 1, 2024

To: Members of City Council

From: Matt Gratz 
Solid Waste Manager

Re: Recycle Processing Contract

The Solid Waste Department is seeking approval of the Recycle Processing Contract with GFL Environmental. This contract is to sort all the materials collected at the curb/alley by the recycling collection contractor (currently GFL). The contract price is \$125 per ton. The rate is subject to annual contract escalations using the federal CPI – Water Sewer Trash Index. The contract escalation is the same as is in the current waste collection and landfill disposal contracts.

The cost of recycle processing for 2025 is estimated at \$1,472,250. This amount is expected to increase annually due to contract escalations.

In addition, the City will receive 80% of the net revenue from the sale of the recyclable commodities. Markets will fluctuate due to many factors both domestic and globally. Current estimates on commodity revenue using 2024 values would be approximately \$597,794. The City recycles roughly 11,800 tons of material annually.

In looking at the net cost (expense minus projected revenue) the 2025 cost for processing would be \$874,456. Again, these are estimates given market fluctuations.

If you have any questions concerning the contract, please contact me at 427-2474.

Thank You.

ENHANCED QUALITY OF LIFE FOR ALL

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802 • cityoffortwayne.org

An Equal Opportunity Employer

BILL NO. S-24-10-03

REPORT OF COMMITTEE ON PUBLIC WORKS

October 15, 2024

Nathan Hartman Chair

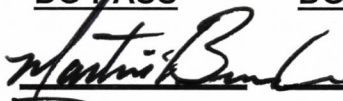
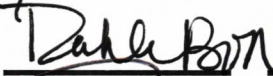
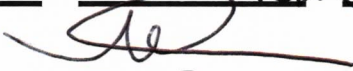

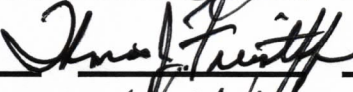
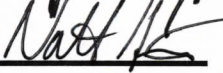
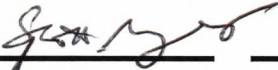
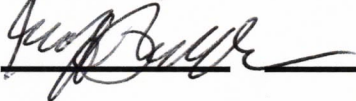
Geoff Paddock Co-Chair

All Council Members

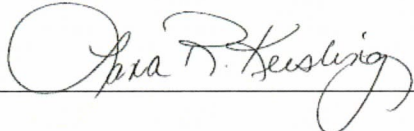
An Ordinance approving Recycle Processing Contract between GFL Environmental, Inc., GFL Environmental USA, Inc., and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of \$1,472,250.00

COMMITTEE ON PUBLIC WORKS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

| <u>COUNCIL MEMBER</u> | <u>DO PASS</u> | <u>DO NOT PASS</u> | <u>ABSTAIN</u> |
|-----------------------|---|--------------------|----------------|
| BENDER |  | | |
| BOOKER |  | | |
| CHAMBERS |  | | |
| ENSLEY |  | | |
| FREISTROFFER |  | | |
| HARTMAN |  | | |
| JEHL | | | |
| MYERS |  | | |
| PADDOCK |  | | |

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

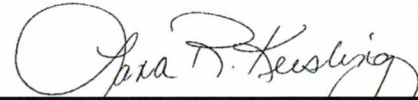
Read the first time in full and on motion by Councilperson Hartman.

Read the second time by title and referred to the Public Works Committee.

Read the third time in full and on motion by Councilperson Hartman, placed on passage by the following vote:

| <u>TOTAL VOTES</u> | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> |
|--------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| BENDER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BOOKER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CHAMBERS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ENSLEY | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| FREISTROFFER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HARTMAN | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JEHL | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MYERS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PADDOCK | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DATED: October 22, 2024

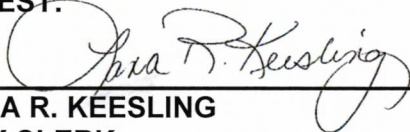


LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-24-10-03 on the 22nd day of October, 2024

ATTEST:

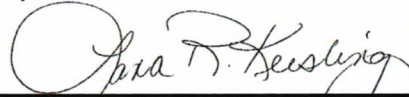


LANA R. KEESLING
CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd of October 2024, at the hour of 11:20 o'clock A.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 23rd day of October 2024, at the hour of 3:59 o'clock p.m. E.S.T.


SHARON TUCKER, MAYOR

