



Essex-Windsor Solid Waste Authority

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REQUEST FOR TENDER

RFT No. 2024-03-05

Rental and Use of Vacant Land

CLOSING DATE: Monday, April 22, 2024 - 12:00 PM (Noon), Local time

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1.0 Document Takers Responsibility

- 1.1 It is the responsibility and obligation of any and all document takers to advise the Essex-Windsor Solid Waste Authority (the "Authority") that they are in receipt of the document. The purpose of notifying the Authority of the acquisition is to ensure that in the instance of any notices, changes, or addenda, the document taker can be notified with due diligence. The Authority will not be responsible for errors and/or omissions as a result of neglect or disregard of this directive on the part of the document taker. Please contact the Authority office to be added to the document takers list.

Contact:

Teresa Policella – Executive Assistant
Email: tpolicella@ewswa.org
Phone: 519-776-6441 x1229

2.0 Introduction

- 2.1 This Request for Tender ("RFT") is an invitation from the Essex-Windsor Solid Waste Authority (the "Authority") to Proponents to prepare and submit competitive offers for the Rental and Use of Vacant Land (the "Services") as further described in the Scope of Work attached hereto as Schedule A. The Authority is seeking proposals for those parties interested in renting some or all of the lands for farming purposes.

3.0 Background

- 3.1 The Authority is a municipal agency that was created by the City of Windsor and the County of Essex to manage solid waste on behalf of the City of Windsor and the seven County of Essex municipalities; Amherstburg, Essex, Kingsville, Lakeshore, LaSalle, Leamington, and Tecumseh. For additional information about the Authority please visit www.ewswa.org.
- 3.2 The Authority also manages approximately 813 acres of farmland on behalf of the City of Windsor and the County of Essex. The land is currently being farmed under a lease arrangement between a local farmer and the Authority. The lease expires on October 31, 2024. The land is in proximity to the Essex-Windsor Regional Landfill located in the Town of Essex.

4.0 Term

- 4.1 The Contract resulting from this RFT will be for a minimum five-year period commencing November 1, 2024 and ending October 31, 2029, with three (3) optional one-year extensions, if mutually agreed upon by all parties, on the same terms and conditions as set out in the Contract.

5.0 RFT Overview

- 5.1 Proponents should read this RFT carefully and thoroughly to understand all terms and conditions. Submissions may be deemed non-compliant or be rejected for failure to fulfill procedural or content requirements stipulated in this RFT.
- 5.2 The RFT is comprised of instruction to Proponents, Schedules and Appendices. Proponents are to review the RFT table of contents to ensure they are aware of all the RFT documents. Each Schedule and Appendix is an integral part of this RFT as of set at length in the body of this RFT.

6.0 RFT Not Binding

- 6.1 This RFT is not intended to create and does not create a formal legally binding bidding process. This RFT does not commit the Authority in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Authority reserves the right to, at any time reject all Quotes and to cancel this RFT process. This RFT is not intended to create, and should not be construed as creating, contractual relations between the Authority and any Proponent, including any "Contract I".

7.0 Accessibility for Ontarians with Disabilities Act ("AODA")

- 7.1 The AODA standards apply to Ontario businesses and non-profits. The Authority is actively participating in meeting the accessibility standards in Ontario.
- 7.2 Any third-party contractor who contracts with the Authority, must confirm with the requirements of the AODA.

- 7.3 Proponents shall ensure that any information, goods or service provided to or on behalf of the Authority conforms with:
- 7.3.1 Ontario Regulation 429/07 Accessibility Standards for Customer Service;
 - 7.3.2 Ontario Regulation 191/11 Integrated Accessibility Standard; and
 - 7.3.3 World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.
- 7.4 The successful Proponent may contact the Authority to have the Authority's third party AODA compliance provider procure the necessary services to ensure that any and all deliverables are AODA compliant or for document remediation at its own expense.
- 7.5 Should the successful Proponent fail to comply with providing deliverables that comply with the requirements of the AODA, and the regulations thereto, the Authority shall contract with a qualified service provider to remediate the deliverables and the successful Proponent shall immediately reimburse the Authority for the costs of same.

8.0 Draft Contract

- 8.1 A draft version of the Contract (the "Draft Contract") is attached hereto as Schedule H. Proponents will be expected to enter into a Contract with the Authority for the Services on substantially the same terms as the Draft Contract, as it may be amended by Addendum. Proponents should prepare their Quotes based on the Draft Contract, as amended, as of the deadline for final Addenda indicated within this RFT. The Service Fees under the Contract will be based on the information provided by the Proponent in response to this RFT. The Authority reserves the right to negotiate any and all terms and conditions (including price) of the Contract with any Proponent in its sole discretion.

9.0 Questions, Clarifications and Addenda

- 9.1 Proponents should submit all questions and inquiries regarding the RFT documents, the RFT process and their submission not later than the deadline set out in this RFT.

- 9.2 The Authority will make reasonable efforts to provide the Proponents with written responses to questions that are submitted, subject to the provision of this section. Questions and answers will be distributed in numbered Addenda to Proponents via email.
- 9.3 The Authority may in its sole discretion:
- 9.3.1 Edit questions(s) for clarity;
 - 9.3.2 Answer similar questions from various Proponents only once.
- 9.4 The Authority may seek a written clarification from a Proponent where an unintentional non-substantial error has been observed. Any response, which leads to a substantial change in the bid is considered bid repair and will not be considered further.
- 9.5 At any time prior to the Submission Deadline, the Authority may issue an Addendum to this RFT. Addenda, if any, will be emailed to all Proponents. The Authority reserves the right, but does not intend, to issue Addenda 4 days prior to the closing date of this RFT.
- 9.6 Contact with the Authority personnel other than the individual may, in the sole discretion of the Authority, result in the disqualification of the Proponent and/or rejection of its submission.
- 9.7 Questions regarding the Service should be directed to the General Manager, Michelle Bishop via email at mbishop@ewswa.org.
- 9.8 Questions will be accepted until Monday, April 8, 2024 at 12:00 pm. After this date, no further questions will be allowed in an effort to provide responses to all Proponents.

10.0 Submissions

- 10.1 All submissions received by the Authority will be reviewed for compliance with the requirements set out herein.
- 10.2 Quotes must be submitted by the "Submission Deadline" on or before 12:00PM (Noon), Local Time, Monday, April 22, 2024:

By E-mail:

Teresa Policella – Executive Assistant
E-mail: tpolicella@ewswa.org

If Proponent is unable to submit proposal via email, sealed proposals, cleared marked as to contents, may be delivered by mail or delivered in person to the following address:

Essex-Windsor Solid Waste Authority
360 Fairview Avenue W., Suite 211
Essex, ON N8M 3G4
Attn: Michelle Bishop, General Manager

To schedule delivery of proposal in person, Proponents must contact Michelle Bishop, General Manager via e-mail at mbishop@ewswa.org or by telephone at 519-776-6441 ext. 1225.

- 10.3 Proponents are required to submit its Quote prior to the Submission Deadline. It is the Proponent's sole responsibility to ensure that it is able to respond to the RFT via e-mail. In the event of a dispute as to the time, the time that will prevail for the purposes of evaluating compliance with submission requirements will be the time the e-mailed Quote was received by the Authority.
- 10.4 A Proponent may amend any aspect of its Submission at any time on or before the Submission Deadline by submitting a complete replacement Submission. Where a Proponent submits more than one Quote before the Submission Deadline, the last Quote submitted will supersede and invalidate all earlier Quotes submitted by that Proponent. Proponents may withdraw submissions prior to the Submission Deadline.
- 10.5 Although Proponents are encouraged to attach any additional notes or documents to this package; the Authority requires that Proponents use the format and sheets provided in this package.
- 10.6 Proponents are required to contact the Authority office if e-mail attachments exceed 20MB.

11.0 Submission Requirements

The submission shall include the following:

- 11.1 Quotations must be sent via e-mail by the Submission Deadline and per the direction of Section 10 of this RFT.
- 11.2 Submissions by any other means other than via e-mail will not be accepted. The Schedules and Appendices should be completed fully and e-mailed per direction of Section 10 as the Quote.

12.0 Submission Forms and Bonds

- 12.1 Proponents must submit an executed Conflict of Interest Declaration Form attached hereto as Schedule I.

13.0 Evaluation, Negotiation and Award

- 13.1 The evaluation of submissions will be carried out by a committee (the "Evaluation Committee") appointed by the Authority. The Evaluation Committee may include, or be assisted by, such Persons as the Authority may decide it requires.
- 13.2 The evaluation of submissions shall be comprised of the following stages:
- 13.2.1 Compliance: submissions will be reviewed to confirm compliance with all the mandatory requirements of the RFT. Submissions meeting all the submission requirements will proceed to price evaluation.
 - 13.2.2 Price: the quotation with the best price will proceed to the award of contract phase as further described below.
- 13.3 Subject to the provision of this RFT, the Preferred Proponent and the Authority shall enter into negotiation to finalize the terms of Contract.
- 13.4 If for any reason the Authority determines it is unlikely to reach complete agreement with the Preferred Proponent, the Authority may discontinue the discussion with the Preferred Proponent and proceed in any manner that the Authority may decide, in consideration of its own best interests including without limitation:
- 13.4.1 Terminating the RFT and proceeding with some or all of the Services in some other manner including without limitation by engaging other Service Providers.
 - 13.4.2 Inviting one of the other Proponents to enter into discussions to reach an agreement for the Services, commencing with the Proponent having the second-best score and so forth.
- 13.5 Where an agreement has been reached on the terms of the Contract, the Authority shall prepare a Contract for execution, which, subject to any negotiated changes as permitted by this RFT,

shall be in substantially the same form as the Contract and shall include all terms, conditions, requirements and obligations imposed by this RFT.

14.0 Insurance

14.1 The Preferred Proponent shall provide the Authority with a Certificate of Insurance from an acceptable licensed insurer prior to the commencement of the Contract.

14.2 Throughout the term of this Contract, the Proponent must obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:

14.2.1 Commercial General Liability Insurance including, but not limited, to bodily injury including death, personal injury and property damage having an inclusive limit of not less than **five million dollars (\$5,000,000) per occurrence.

14.2.2 Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than **five million dollars (\$5,000,000) per occurrence and for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent for the provision of services.

14.2.3 Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than **two million dollars (\$2,000,000) per occurrence in respect of vehicles not owned by the Proponent, that are used or operated on its behalf for the provision of services under this Contract.

14.2.4 **Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits for coverages indicated by double asterisks (**). Certificate(s) of insurance must specify the underlying policies (**) to which the umbrella/excess coverages apply and indicate any applicable aggregates.

14.2.5 Contractors Environmental Insurance for gradual and/or sudden pollution events including cleanup expenses and, if applicable, transportation risks including loading

and unloading exposures providing coverage in an amount of not less than two million dollars (\$2,000,000) per claim. Coverage must be maintained in force for twelve months following the termination of this Contract.

- 14.2.6 Property Insurance, All Risk, Replacement Cost basis with respect to loss or damage of its own property and property of the Authority in Proponent's care, custody and control, used in connection with the Contract.

14.3 Terms and Conditions of Policies

- 14.3.1 All policies of insurance within the scope of 14.2 must:

- 14.3.1.1 include as additional insureds:

Essex-Windsor Solid Waste Authority
Corporation of the City of Windsor
Corporation of the County of Essex

- 14.3.1.2 deposit with the Authority such evidence of its insurance as provided in or required under this Contract, and must be in a form and issued by an insurance company satisfactory to the Authority, that is licensed to carry on business in Ontario; and

- 14.3.1.3 be maintained continuously during the course of carrying out the Contract, or for such period of time as may be required after completion of the Contract, as deemed necessary by the Authority.

15.0 Examination of the Site and Equipment

- 15.1 Proponents are required to satisfy themselves by personal examination of the site as to the conditions and materials which may be encountered on the Site. The submission of this RFT shall be deemed proof that the Proponent has satisfied themselves as to all the provisions of the RFT, of all the conditions which may be encountered, of what materials they will be required to supply, or any other matter which may enter into the carrying out of the RFT to a satisfactory conclusion. No claims will be entertained by the

Authority from the Proponent that they were uninformed as to any of the provisions or conditions intended to be covered by this RFT.

16.0 Qualification of Proponents

16.1 All Proponents shall be required to demonstrate to the satisfaction of the Authority that they have expertise to perform the services required by the specifications, and shall furnish such information and/or proof of these qualifications. No work will be awarded to any Proponent who, as determined by the Authority, is not qualified to perform the necessary service due to any unsatisfactory record, or inadequate experience, or who lacks the necessary organization, and equipment to conduct and complete the service in strict accordance with the specifications. The Authority is requesting as a minimum, three (3) years of experience.

17.0 Workplace Safety and Insurance

17.1 If applicable, the Preferred Proponent must furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of this RFT, and a further certificate issued prior to the payment of the final balance due to the Proponent.

18.0 Health and Safety

18.1 Prior to the start of the project, a mandatory operations and safety meeting will be conducted by Authority staff with the Proponent to highlight the specific dangers associated with the landfill operations. It is expected that the Proponent will ensure that their staff will receive this information prior to using this site.

19.0 Commencement and Completion

19.1 The work shall commence and be completed upon a mutually agreed to schedule upon award of the RFT.

20.0 Damage to Property

20.1 The Proponent shall be responsible for any damage to the public or Authority's facilities or property which results from its operations. The Proponent shall repair any such damage without delay, at its

own expense and to the complete satisfaction of the Authority. If the Proponent fails to repair the property without delay, then the Authority will arrange for the necessary repairs and deduct it from payment to the Proponent.

21.0 Final Clean-up

21.1 At the end of the Term, the Proponent shall remove from Authority facilities and property, all equipment, buildings, temporary structures, surplus materials, and waste which are the property of the Proponent or which are otherwise the responsibility of the Proponent and leave the premises in the same condition they were in at the commencement of the Term.

22.0 Indemnity

22.1 The Proponent shall indemnify and save harmless the Authority from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which the Authority may suffer or incur, directly or indirectly, any breach by the Proponent or by any of its servants, agents, employees or Proponents of any of the terms, covenants or provisions of this RFT or of any failure, neglect or refusal by the Proponent to comply with as a result of the terms of this RFT.

22.2 Without restricting the generality of the foregoing, the Proponent's obligation to indemnify and hold harmless the Authority, shall extend to and include damages to a third party for bodily injury or property damage caused by or contributed to by the Proponent, or any of its servants, agents, employees or Proponents while engaged in work.

23.0 Force Majeure

23.1 If any of the facilities of the Authority, City of Windsor or County of Essex are not available to the Proponent or the Authority is delayed in the performance of any of its obligations by any act of God, acts, regulations or decrees of any government, natural phenomena, war, strikes, lockouts, freight embargoes, fire, plant breakdown, process upset or any other cause, whether similar or dissimilar, beyond its reasonable control, then:

a) the Authority shall not have any liability to the Proponent;

- b) the Proponent shall not have any right to make any claim or bring any action against the Authority for any damage it may suffer as a consequence; and
- c) the time for performance of such obligations by the Authority must be extended for a reasonable period of time but in no case must the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the parties.

24.0 Terms and Conditions of the RFT Process

- 24.1 Proponents should structure their Quote in accordance with the instructions of the RFT.
- 24.2 The submission must not be restricted or qualified in any manner including without limitation with a statement in a covering letter. Any submission containing restrictions or qualifiers may be rejected by the Authority as non-compliant.
- 24.3 By submitting a Quote, the Proponent is representing, warranting and certifying to the Authority as follows:
 - 24.3.1 It has carefully examined, read and understood the RFT and confirms that it has received the entirety of the RFT and has all necessary information to submit its Quote.
 - 24.3.2 It has read, understood and accepted all Addenda issued by the Authority.
 - 24.3.3 It has made or submitted all necessary questions or clarification with respect to the RFT.
 - 24.3.4 Its Quote is based on the terms and conditions of the RFT and all Addenda.
 - 24.3.5 It acknowledges and accepts all terms and conditions and obligations set out in the RFT and all Addenda.
 - 24.3.6 Its Quote has been prepared and submitted without collusion or fraud, and in fair competition with other Proponents.
- 24.4 It has the financial and technical capability to carry out the Services in the manner set out in the RFT.

- 24.5 Any failure of a Quote or a Proponent to meet the requirements of this RFT may result in disqualification of the Proponent or rejection of its Quote.
- 24.6 The Authority makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this RFT and disclaims all express and implied representations, warranties, and conditions in connection with this RFT.
- 24.7 Proponents are responsible to conduct any examinations deemed necessary by the Proponent for the proper preparation of a Quote. Nothing in this RFT shall relieve the Proponent from undertaking all investigation and clarification on all matters related to this RFT. No allowance will be made for additional costs nor will any claim be considered in connection with conditions or circumstances that could have been reasonably ascertained by the Proponent had reasonable efforts been made prior to the Submission Deadline.
- 24.8 Proponents are responsible to ensure that they have received the complete RFT, plus any Addenda. A submitted Quote will be deemed to have been prepared based on the entire RFT, which includes any Addendums issued prior to the Submission Deadline. The Authority accepts no responsibility for any Proponent lacking any portion of the RFT.
- 24.9 Each Proponent acknowledges by its submission of a Quote that it has investigated and satisfied itself of the requirements for the Services. Each Proponent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by the Authority or any other Representative of the foregoing, other than the information contained in this RFT.
- 24.10 The Authority reserves the right to reject any and all proposals, and to not enter into a contract with any proponent.
- 24.11 A proposal shall be considered to be accepted only when it is approved by a resolution of the Authority Board and the Council of the County of Essex, and an agreement is entered into between the respondent and the Authority.
- 24.12 The Authority shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained, or suffered by any

respondent prior to or subsequent to or by reason of the acceptance or rejection of any proposal, or for delay in the acceptance of a proposal.

25.0 Reservation of Rights

25.1 Notwithstanding, and without limiting, any other provisions of the RFT, the Authority reserves the right, in its unfettered discretion, to:

- 25.1.1 Seek clarification of a Quote from a Proponent and consider such clarifying explanations in the evaluation of its Quote.
- 25.1.2 Amend the scope, schedule, or details of the Services, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of this RFT at any time for any reason.
- 25.1.3 Accept or reject any Quote or disqualify a Proponent based on a failure to comply with the requirements or provisions of this RFT.
- 25.1.4 Waive any material or non-material deficiency, irregularity or non-compliance with the requirements of this RFT.
- 25.1.5 Disqualify any Proponent whose Quote contains misrepresentations or any other inaccurate or misleading information relating to matters which the Authority, in its sole discretion, considers material.
- 25.1.6 Cancel this RFT at any time up until execution of the Contract/Services Agreement by the Authority and the Preferred Proponent(s).
- 25.1.7 Re-advertise for new quotations, call for Quotes, or enter into negotiations for the Services or for services of a similar nature following termination of this RFT.
- 25.1.8 Verify with any Proponent or with a third party any information contained in or submitted as part of the Quote.

- 25.1.9 Amend any terms and conditions of this RFT and of the business opportunity described in this RFT including severing any portion of this RFT.
 - 25.1.10 Change the dates, schedule, deadlines, process and requirements described in this RFT.
 - 25.1.11 Request additional information, or seek clarification or confirmation, from any or all Proponents in connection with any or all Quotes.
- 25.2 Without limitation to any other rights of the Authority hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the Authority may, at its sole discretion:
- 25.2.1 Impose at any time on all Proponents additional conditions, requirements or measures with respect to bidding or procurement practices or ethical behavior of the Proponent.
 - 25.2.2 Notwithstanding anything to the contrary in this RFT, this RFT does not commit the Authority in any way to proceed to select a Preferred Proponent or enter into a Contract/Services Agreement and, the Authority may at any time (whether before or after the Submission Deadline) terminate the RFT and elect to proceed with the Services in some other manner without any liability whatsoever to any Proponent.

26.0 Compliance with Laws, Regulations and Policies

- 26.1 The Proponent shall comply with all labour, police, health, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term of this RFT.
- 26.2 All federal, provincial and local laws and regulations, as well as policies established by the Authority, now or subsequently enacted, shall become a part of this RFT and be complied with in the performance of all parts of the work. The Proponent 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, including ejection of the offending persons from the Site.

26.3 The Proponent shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of this RFT, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Proponent's responsibility to comply with:

- Environmental Protection Act
- Workplace Safety and Insurance Act
- Occupational Health and Safety Act
- Safety or other Policies established by the Authority;
- Construction Lien Act and regulations.

26.4 The Proponent shall indemnify and hold harmless the Authority, the County of Essex, and the City of Windsor and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation of conditions intended to be covered by this RFT.

27.0 Limitation of Liability

27.1 Each Proponent agrees that in no event will the Authority, nor any of its Representatives, be liable, under any circumstances, to reimburse or compensate the Proponent in any manner whatsoever for losses of any nature whatsoever, including costs of preparation of a Quote, cost of participation in the processes described in the RFT, loss of anticipated profits, loss of opportunity or for any other matter. Without limitation, each Proponent specifically agrees that it will have absolutely no claim against the Authority nor any of its Representatives of the Authority for any reason whatsoever and the Authority shall have no liability to the Proponent whether in Contract, tort, equity or other principle of law, including without limitation if the Authority:

- 27.1.1 Does not select a Preferred Proponent;
- 27.1.2 Suspends, cancels or in any way modifies the Services, the RFT; or
- 27.1.3 Accepts any compliant or non-compliant Quote.

27.2 Each Proponent waives any and all claims for compensation whatsoever for all losses of any nature, whether direct or indirect

and whether foreseeable or not, including for loss of profits or loss of opportunity.

- 27.3 If, notwithstanding the above, a Proponent is determined by a court of competent jurisdiction to be entitled to compensation arising from this RFT or for the actions of the Authority or any Representative, including without limitation any exercise of the Authority's sole and absolute discretion, Proponents expressly acknowledge and agree by submitting a Quote that the total maximum compensation for, without limitation, any and all direct and indirect damages, economic losses, profits, opportunities, expenses, costs or other losses, whether or not foreseeable, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00).

28.0 Proponent's Cost

- 28.1 Each Proponent is solely responsible for all costs it incurs in the preparation of its Quote, including, without limitation, all costs of providing information requested by the Authority, attending and participating in any interviews or meetings and conducting due diligence, or responding to any questions or clarifications or requests for additional information made by the Authority.

29.0 Confidentiality

- 29.1 All specifications, drawings, patterns, samples and other information furnished to the Service Provider by the Authority in connection with the Service Provider will be used solely for the purpose of carrying out the work and for no other purpose; will remain the property of the Authority; and be returned or destroyed at the Authority's request at the expense of the Service Provider. The Service Provider may retain irretrievable electronic copies of information contained in routine back-ups created as part of its information technology system back-up and disaster recovery protocols.
- 29.2 The Service Provider and information issued, used or disclosed in connection with the work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. The Service Provider shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Authority, for the protection of same.
- 29.3 The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to

the Service Provider before receipt of same from the Authority; or (b) becomes publicly known other than through breach of any confidentiality obligations; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

30.0 Interpretation

- 30.1 In this RFT, except to the extent the context or the express provisions of this RFT otherwise require:
- 30.1.1 The words “include”, “includes” or “including” are to be construed as meaning, “include without limitation”, “includes without limitation” or “including without limitation”, respectively.
 - 30.1.2 The words “must”, “shall”, and “required” mean a mandatory condition that must be met in a substantially unaltered form in order for the Quote to receive consideration.
 - 30.1.3 The words “should” and “desirable” mean a recommended condition having a significant degree of importance to the objectives of the RFT, for which preference may be given and which, if not met, may, alone or in combination with other conditions not met, be considered by the Authority in its discretion to result in disqualification or otherwise impact on the RFT Process in a manner permitted under Section 22 Reservation of Rights.
- 30.2 If there is any inconsistency between this RFT and any of its appendices or the other RFT documents, the terms of this RFT shall prevail to the extent of the inconsistency.

31.0 Applicable Law

- 31.1 This RFT shall be interpreted and construed in accordance with Laws of Canada and the applicable Laws of the Province of Ontario.

32.0 Severability

32.1 If any provision of this RFT is in conflict with any statute or rule of law or is determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be automatically amended only as needed to remove the conflict, illegality or unenforceability. All of the other provisions of the RFT will remain as they are and in full force and effect.

33.0 Definitions

“**Addenda**” or “**Addendum**” means a written amendment to this RFT issued by the Authority Contact Person.

“**Affiliate**” means in respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person.

“**Authority**” means the Essex-Windsor Solid Waste Authority or its designate(s).

“**Appendices**” a section or table of additional material located at the end of the document.

“**City**” means the Corporation of the City of Windsor.

“**County**” means the seven (7) municipalities in Essex County (including Lakeshore, Tecumseh, Essex, Amherstburg, Kingsville, LaSalle and Leamington).

“**Day**” means calendar day.

“**Environmental Compliance Approval (ECA)**” means the Environmental Compliance Approval issued under the Environmental Protection Act allowing for the operation of screening equipment.

“**Equipment**” means all vehicles, machinery and equipment used for preparing and executing the Contract.

“**Essex-Windsor Regional Landfill or RL**” means the location designated by the Authority for the screening of organic waste located at 7700 County Road 18 in Essex, Ontario.

“**Person**” or “**Persons**” if the context allows, includes any individual, firm, partnership, limited partnership, joint venture, syndicate, sole

proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, and any Governmental Authority;

"Preferred Proponent" means the Proponent selected by the Authority to perform the Services pursuant to the terms of this tender.

"Proponent" means a Person who submits a quote in response to this tender.

"Records" means any books, payrolls accounts or other information that relate to the Work or any change in the work or claims arising there from.

"Representative" or "Representatives" means the directors, officers, employees, agents, solicitors, accountants, consultants, financial or legal advisers and all other representatives of the party being referred to.

"Services" means the services and deliverables set out in Schedule "A" (Scope of Work).

"Service Provider" has the meaning set out in the Draft Contract.

"Specifications" means all written or printed descriptions, instructions or parameters in the Document pertaining to the method and manner of performing the scope and requirements of the Work, including those pertaining to the quantities and qualities of the Work.

"Subcontractor" means any person who will enter into a subcontract with the Proponent (if selected as the Preferred Proponent) for any portion of the Services.

"Submission Deadline" is the date and time by which a quote must be submitted to be accepted.

"Quote" means a submission submitted by a Proponent in response to this tender.

"Work" means the performance of the Services prescribed in this RFT and all related services including, but not limited to the supply of all materials, vehicles, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Proponent's obligations under the Contract including any changes to the Work which may be ordered by the Authority as provided herein.

Schedule A Scope of Work

1.0 Background

- 1.1 The Authority manages approximately 813 acres of farmland on behalf of the City of Windsor and the County of Essex. The land is currently being farmed under a lease agreement between a local farmer and the Authority. The lease expires on October 31, 2024. The land is in proximity to the Essex-Windsor Regional Landfill located in the Town of Essex.

2.0 Considerations

- 2.1 Interested parties, when preparing their proposal, shall take into consideration the following:
- a. The attached map (Schedule C) showing the locations of the parcels in relation to the Essex-Windsor Regional Landfill.
 - b. The attached Property List (Schedule D) which details the parcels location, roll number and size.
 - c. It is the responsibility of the Proponent to ensure that the proposed land use is in compliance with any applicable laws, regulations, legislation, by-laws or any other statutes governing the use of the lands.
 - d. It is the responsibility of the Proponent to satisfy themselves that the land will be suitable for the use being proposed. The Proponent should visually inspect the land and also ascertain that appropriate zoning is in place. The Proponent should also confirm the tiling and drainage conditions and any other criteria which would impact satisfactory use of the land.
 - e. The Proponent shall confirm appropriate access to the land which accommodate equipment size and width. The Authority shall not be responsible for existing accesses or improvements.
 - f. Title to the lands are in the name of the Corporation of the County of Essex.
 - g. The lands have been farmed since 1996.

- h. The Authority at its own discretion, during the term with sufficient notice, may elect to remove from the total land available to the respondent up to 100 acres of land for use by the Authority.

**Schedule B
Bid Form**

The Proponent is required to complete the table below to submit their bid. All monetary values are stated in Canadian dollars **exclusive of HST**. It is the responsibility of the Proponent to understand the scope of work as outlined in Schedule A and bid accordingly.

The prices quoted will include the furnishing of all materials, supplies and equipment, as well as the provision of all labour, tools and equipment, utility and transportation services necessary, and any other costs associated with completing the Work required under Contract.

Price Per Acre (exclusive of HST)	\$
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**Schedule C
EWSWA Vacant Land Map**

(Document attached)

**Schedule D
Property List**

(Document attached)

**Schedule E
Proponent Information**

Please complete the following form:

Company Name:	
Company Address:	
Company Phone Number:	
Company Web Site:	
Contact Person/ Signing Officer:	
Title:	
Address:	
Contact Person Phone Number:	
Contact Person Mobile Number:	
Contact Person E-mail:	
Farm Registration Number:	

Schedule F Proponent's References

As per **Article 16. Qualification of Proponents**, the Authority is requesting as a minimum, three (3) reference engagements.

Under the "Customer" heading, please provide a contact person for that organization that includes name, email and phone number.

Customer	Date of Service	Details of Service Provided

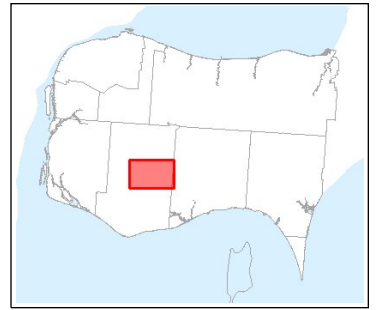
Schedule H
Draft Contract

(Document attached)

**Schedule I
Conflict of Interest Declaration Form**

(Document attached)

EWSWA Vacant Land Map



Legend

- Trails
- Streets
- Rivers
- County Assessment Parcel
- 2004 Airphoto 50cm
- Municipal Boundary
- Windsor
- Essex Municipalities

0 900 1800 m.

Map center: 345510, 4661727

Scale: 1:24,947

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Notes: Areas in yellow denote "Farmed Areas". All numbers shown represent the approximate area of that lot in acres.

Schedule D

PROPERTY LIST FOR 2024 REQUEST FOR PROPOSALS (UPDATED FEBRUARY 26, 2024)

Properties are located in close proximity to the Essex-Windsor Regional Landfill in the Town of Essex (Formerly the Townships of Colchester North and Colchester South)

PARCEL	ADDRESS	DESCRIPTION	ROLL	PARCEL KNOWN AS	APPROXIMATE ACREAGE
1	North of Concession 6 South of County Road 18 East of Coulter (2 Parcels Take Up Block)	All of Lots 13 & 14, Concession 6, in the former Township of Colchester South	37-54-840-000-03000-0000 & 37-54-840-000-03900-0000	AFF Farms	370 Acres
2	7847 County Road 18	East One-Half of The North One-Half of Lot 16, Concession 6, In the former Township of Colchester South	37-54-840-000-04200-0000	Wirag	42 Acres
3	First Property East of Ferris North of County Road 18	West Half of The South Half of Lot 17, Concession 7, in the former Township of Colchester North	37-54-350-000-00600-0000	Brockman	42 Acres
4	Approximately 7800 County Road 18	East Half of the South Half of Lot 17, Concession 7, in the former Township of Colchester North	37-54-350-000-00500-0000	Arnold Vincent	50 Acres
5	7700 County Road 18	West Half of the North Half of Lot 14, Concession 7, in the former Township of Colchester North	*37-54-360-000-00300-0000	Brotto	44 Acres
6	7700 County Road 18	East Half of The North Half of Lot 14, Concession 7, in the former Township of Colchester North	*37-54-360-000-00300-0000	Nicodemo	50 Acres
7	7879 County Road 18	Part of Lot 17, Concession 6, in the former Township of Colchester South	37-54-840-000-01300-0000	Curry	44 Acres
8	7025 Coulter Sideroad	Part of Lot 13, Concession 7, in the former Township of Colchester North	37-54-360-000-00400-0000	Glos	96 Acres
9	8782 Concession 8	Part of Lot 16, Concession 8, in the former Township of Colchester North	37-54-360-000-02200-0000	Fick	44 Acres
10	8803 Concession 8	Concession 7 N Pt Lot 16 in the former Township of Colchester North	37-54-360-000-04200-0000	McBeth	31 Acres
					Total 813 Acres

* Roll # for Parcels 5 & 6 are the same. Parcels were consolidated with roll # used for actual active landfill which is 37-54-360-000-00300-0000



FARM LEASE AGREEMENT

This Farm Lease Agreement made in duplicate this 1st day of April, 2024

BETWEEN:

THE CORPORATION OF THE COUNTY OF ESSEX

OF THE FIRST PART

- and -

ESSEX WINDSOR SOLID WASTE AUTHORITY

OF THE SECOND PART

- and -

[NTD: INSERT FARM TENANT NAME]

OF THE THIRD PART

WHEREAS the Corporation of the County of Essex (the "**County**") formed the Essex-Windsor Solid Waste Authority (the "**Authority**" or the "**Landlord**") with the Corporation of the City of Windsor (the "**City**") by way of an Agreement, dated May 18, 1994, and as amended from time to time (the "**Agreement**");

AND WHEREAS the Agreement provides, among other things that the Authority is not authorized to hold legal title to real property in its name, with the County holding land in trust for the Authority for Authority lands located in the County, and the City holding land in trust for the Authority for Authority lands located in the City;

Farm Lease Agreement
November 1, 2024 to October 31, 2029

AND WHEREAS the County is the registered legal owner of the Farm Property (as defined below);

AND WHEREAS the County holds title to the Farm Property (as defined below) for the benefit and use of the Authority;

AND WHEREAS the Farm Property is not currently required by the Authority for the municipal purposes required of the Authority by the County and the City;

AND WHEREAS the Farm Property (as defined below) consists of the various properties further outlined at **Schedule "A"** appended hereto and as depicted on the EWSWA Vacant Land Map appended as **Schedule "B"** hereto, and which properties are located in close proximity to the Essex-Windsor Regional Landfill on County Road 18, in the Town of Essex (the "**Landfill**");

AND WHEREAS it is deemed expedient by the Landlord to lease the Farm Property to the **NTD: INSERT FARM TENANT NAME** (the "**Tenant**", and together with the County and the Authority, the "**Parties**") on the terms and conditions set out in this Farm Lease Agreement.

NOW THEREFORE WITNESSETH THAT in consideration of the terms and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is expressly acknowledged by each of the Parties hereto, the Parties hereto agree with one another as follows:

Demised Premises

1. In consideration of the rents covenants and agreements set out herein, the Landlord hereby leases the Farm Property to the Tenant, and which Farm Property is comprised of vacant farmland more particularly described in **Schedule "A"** and depicted in **Schedule "B"**, both appended hereto, being approximately 813 acres in size (the "**Farm Property**").
2. The Parties expressly agree that for the purposes of this Farm Lease Agreement that the size of the Farm Property shall be set at 813 acres and none of the Parties will argue that the size of the Farm Property should be set at a higher or lower size during the term of this Farm Lease Agreement, except as specifically provided for in Section 9 below.
3. The Farm Property shall be used solely for general agricultural purposes in accordance with good farming practices, and shall at all times be used in compliance with all applicable laws, regulations, by-laws and any other rules and regulations affecting the Farm Property.

Farm Lease Agreement
November 1, 2024 to October 31, 2029

Term

4. The term of this Farm Lease Agreement shall be for a term of five (5) years commencing on November 1, 2024 and expiring on October 31, 2029 (the "**Term**"), with three (3) optional one-year extensions, if mutually agreed upon by all parties, on the same terms and conditions as set out in the Agreement. At the conclusion of the Term, the Tenant agrees to vacate the Farm Property, unless a fresh Farm Lease Agreement is entered into between the Parties hereto in writing prior to the end of the Term.

Rent

5. The Tenant shall pay the Landlord rent, without any deduction or abatement whatsoever, based on annual rent of **[NTD: INSERT AGREED TO PRICE]** per acre plus applicable taxes for the Farm Property.
6. Based on the Parties express agreement that the size of the Farm Property is 813 acres, the Parties agree that the annual rent payment shall be the sum of **[NTD: INSERT ANNUAL RENT]** plus applicable taxes.
7. The Tenant shall pay the Landlord the annual rent set out above as follows:
 - (1) the sum of \$50,000.00, plus applicable taxes, on the day this Farm Lease Agreement is executed by the Tenant, and \$50,000.00, plus applicable taxes, by on or before April 1 in each and every subsequent year of the Term; and
 - (2) the balance of the annual rent specified in Section 6 above, by on or before October 31 in each and every year of the term,with all payments being delivered to the Landlord at municipal address 360 Fairview Avenue West, Essex, Ontario N8M 1Y6.
8. If the Tenant fails to pay any rental payment when it is due and payable, in addition to such further and other remedies available to the Landlord, the Landlord has the express right to charge interest from the due date at the rate of 18% per annum.

Reduction of Size of Farm Property

9. The Landlord shall have the right, upon giving at least 60 days notice to the Tenant, to remove from the Farm Property, a maximum of 100 acres of the Farm Property from use by the Tenant and for another purpose of the Landlord, other than for farming, and the Landlord shall have no liability to the Tenant, except for the following:
- (1) to repay the Tenant any rent paid to the Landlord on account of the acres removed from the Farm Property in the year in which the said acres are so removed; and
 - (2) to pay compensation for damages done to any crops existing on the acres removed from the Farm Property at the time the said acres are removed from the Farm Property, with the amount of compensation owing by the Landlord to the Tenant to be negotiated by the Parties acting reasonably.

Land Improvements

10. The Tenant hereby accepts the Farm Property in its current and existing condition.
11. The Tenant expressly acknowledges and agrees that it shall be solely responsible during the Term for any and all costs of and land improvements to the Farm Property, which may include, but are not limited to, drainage, irrigation, and soil improvements and alterations that may be required to prepare the Farm Property for future farming purposes.
12. The Parties each hereto acknowledge that, in order for the Farmed Property to have the maximum potential yield for any crops planted thereon, certain improvements to the drainage system on the Farm Property may be required from time to time, including but not limited to drainage and/or irrigation systems (the "**Improvements**"). The Landlord hereby grants expression permission to the Tenant to install any and all Improvements the Tenant deems necessary or appropriate to ensure the highest potential yield of crops thereon, but with such permission being granted on the understanding that:
- (1) any and all Improvements made shall be at the sole expense of the Tenant;

Farm Lease Agreement
November 1, 2024 to October 31, 2029

- (2) any and all improvements made, save and except any portion of an irrigation system that is used above the surface of the ground, shall vest in the Landlord and shall remain with the Farm Property at the expiration of the Term of this Farm Lease Agreement; and
- (3) the Tenant agreeing that it shall not sell, remove, dispose of, or encumber any of the Improvements made to the Farm Property without the express written consent of the Landlord.

Tenant's Covenants

13. The Tenant covenants with the Landlord:

- (1) to pay the rent when due;
- (2) to cultivate, seed, and harvest crops on the Farm Property;
- (3) to control weeds, insects, and disease on the Farm Property;
- (4) to use pesticides in accordance with applicable legislation and regulations and in conformity with the manufacturer's labelled directions;
- (5) to minimize soil loss from erosion with accepted conservation practices;
- (6) not to construct any structures or abandon any equipment or vehicles on the Farm Property, at any time;
- (7) not to discharge or spill any contaminates or pollutants on the Farm Property or into the environment that cause, or are likely to cause, an adverse effect to the Farm Property;
- (8) to upon termination of this Lease, either upon expiry of the Term or otherwise, to leave the Farm Property neat, clean, level, and free of all noxious weeds, waste material, debris, and rubbish, and ready for a new crop in the following year on the basis of a no-till system;
- (9) to, within thirty (30) calendar days after receiving written notice from the Landlord that the Tenant is in breach of any of the covenants under the provisions of this Farm Lease Agreement, bring itself into compliance with all covenants, and failing which,

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the Landlord may re-enter and take possession of the Farm Property until such time as the Tenant has brought itself into compliance with its covenants, to the satisfaction of the Landlord;

- (10) not to register this Farm Lease Agreement, or any notice thereof, against title to any portion of the Farm Property; and
- (11) not to assign this Farm Lease Agreement, or sublet the Farm Property, either in whole or in part, with the express written consent of the Landlord, which consent may be unreasonably withheld.

Default

- 14. Any of the following constitutes an "**Event of Default**" under this Farm Lease Agreement:
 - (1) if the Tenant, or its successor(s) or an authorized assignee, fails to pay rent when due;
 - (2) if the Tenant, or its successor(s) or an authorized assignee, makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the *Bankruptcy and Insolvency Act*, R. S. C. 1985, c. B -3, as amended; or
 - (3) if the leasehold interest created by this Farm Lease Agreement is at any time seized or taken in execution or in attachment; or
 - (4) if the Tenant is subject to a voluntary or compulsory receivership, liquidation, or winding up; or
 - (5) if the Tenant, or its successor(s) or an authorized assignee, has breached any of its obligations or covenants contained in this Farm Lease Agreement and, if such breach is capable of being remedied and is not otherwise listed in this Section 20, after notice in writing from the Landlord, the Tenant fails to remedy such breach within thirty (30) calendar days; or
 - (6) if the Farm Property becomes abandoned.
- 15. If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Farm Lease Agreement, or

Farm Lease Agreement
November 1, 2024 to October 31, 2029

at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (1) to terminate this Farm Lease Agreement by notice to the Tenant, or to re-enter the Farm Property and repossess the said Farm Property, and, in either case, enjoy the Farm Property as of its former estate, and to remove all persons and property from the Farm Property and store such property at the expense and risk of the Tenant, or sell or dispose of such property in such manner as the Landlord sees fit, without notice to the Tenant. If the Landlord enters the Farm Property without notice to the Tenant as to whether it is terminating this Lease under Section 15(1) of this Farm Lease Agreement or proceeding under Section 15(2), or any other provision of this Farm Lease Agreement, the Landlord shall be deemed to be proceeding under Section 15(2), and the Farm Lease Agreement shall not be terminated, nor shall there be any surrender by operation of law, but the Farm Lease Agreement shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Farm Lease Agreement. No entry by the Landlord during the Term shall have the effect of terminating this Farm Lease Agreement without notice to that effect to the Tenant;
- (2) to enter the Farm Property as agent of the Tenant to do any or all of the following:
 - (a) to re-let the Farm Property for whatever length and on such terms as the Landlord, in its sole and absolute discretion, may determine, and to receive the rent therefor;
 - (b) take possession of any property of the Tenant on the Farm Property, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - (c) make any and all alterations to the Farm Property as may be required to facilitate the re-letting of the said Farm Property; and
 - (d) apply the proceeds of any such sale or re-letting first, to the payment of any expenses incurred by the Landlord with respect to any such re-letting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than

Farm Lease Agreement
November 1, 2024 to October 31, 2029

rent, and third, to the payment of rent in arrears (and/or to any accelerated rent), with the residue to be held by the Landlord and applied to payment of future rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;

- (3) to remedy or attempt to remedy any default of the Tenant under this Farm Lease Agreement for the account of the Tenant and to enter on the Farm Property for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Farm Lease Agreement, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (4) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Farm Lease Agreement, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Farm Property; and
- (5) to recover from the Tenant the annual amount of rent due for the current year of the Term and the following Year, all of which shall immediately become due and payable as accelerated rent.

Distress

16. Notwithstanding any provision of this Farm Lease Agreement, or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Farm Property at any time during the Term shall be exempt from levy by distress for rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

Costs

Farm Lease Agreement
November 1, 2024 to October 31, 2029

17. The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Farm Lease Agreement.

Remedies Cumulative

18. Notwithstanding any other provision of this Farm Lease Agreement, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Farm Lease Agreement, by statute, or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Farm Lease Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or at common law.

Landlord Not Responsible

19. The Tenant, except as otherwise specifically provided for herein, assumes the entire responsibility for the condition, operation, maintenance, and management of the Farm Property, and the Landlord shall have no responsibility whatsoever for same, nor shall the Landlord be responsible for damage to the Tenant's property in and upon the Farm Property under any circumstances whatsoever except damages caused by the negligent act or omission of the Landlord or the Landlord's employees or contractors.

Indemnity and Insurance

20. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions, and other proceedings, whatsoever, made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and/or property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Farm Property, except to the extent attributable to the Landlord's negligence.
21. The Tenant shall, at all times during the Term of this Farm Lease Agreement, at its own expense, including the cost of any deductible, the following policies of insurance:

Farm Lease Agreement
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- (1) Commercial General Liability Insurance including, but not limited, to bodily injury including death, personal injury and property damage having an inclusive limit of not less than **five million dollars (\$5,000,000) per occurrence;
- (2) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than **five million dollars (\$5,000,000) per occurrence and for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Tenant related to this Farm Lease Agreement;
- (3) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than **two million dollars (\$2,000,000) per occurrence in respect of vehicles not owned by the Tenant, that are used or operated on its behalf related to this Farm Lease Agreement;
- (4) ** Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits for coverages indicated by double asterisks (**). Certificate(s) of insurance must specify the underlying policies (**) to which the umbrella/excess coverages apply and indicate any applicable aggregates;
- (5) Contractors Environmental Insurance for gradual and/or sudden pollution events including cleanup expenses and, if applicable, transportation risks including loading and unloading exposures providing coverage in an amount of not less than two million dollars (\$2,000,000) per claim. Coverage must be maintained in force for twelve months following the termination of this Farm Lease Agreement; and
- (6) Property Insurance, All Risk, Replacement Cost basis with respect to loss or damage of its own property and property of the Authority in the Tenant's care, custody and control, used in connection with this Farm Lease Agreement.

22. All policies of insurance outlined in Section 21 above must:

- (1) include as additional named insureds:
 - (a) Essex-Windsor Solid Waste Authority;

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- (b) The Corporation of the County of Essex; and
 - (c) The Corporation of the City of Windsor.
- (2) deposit with the Landlord such evidence of its insurance as provided in or required under this Farm Lease Agreement, and must be in a form and issued by an insurance company satisfactory to the Landlord, that is licensed to carry on business in Ontario; and
- (3) be maintained continuously during the course of this Farm Lease Agreement, and, with respect to the insurance policy specified in Section 21(5) above for twelve months following termination of this Farm Lease Agreement.

Quiet Enjoyment

23. Subject to the Tenant paying the rent as it becomes due and keeping, observing, and performing the Tenant's covenants as set out in this Farm Lease Agreement, the Landlord covenants with the Tenant for the Tenant's quiet enjoyment of the Farm Property.

Notices

24. Any notice required to be given pursuant to any of the provisions of, or in connection with, this Farm Lease Agreement, shall be in writing, and shall be deemed to have been properly given if delivered in person, or mailed by prepaid first-class mail addressed to:

- (1) If to the Landlord:
The Corporation of the County of Essex
Attention: Clerk
360 Fairview Avenue West
Essex, Ontario N8M 1Y6

- (2) If to the Tenant:

[NTD - INSERT ADDRESS]

or to such other addresses as either of the Parties hereto may notify the other Party of, and in the case of mailing, such notice shall be deemed to have been received by the addressee in the absence of a major

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interruption of postal service, on the third (3rd) business day following the date of mailing.

General

25. Any waiver by the Landlord of any breach of any term, covenant or condition in this Farm Agreement Lease shall not be deemed to be a waiver of any subsequent breach of such term, covenant, or condition. No term, covenant, or condition of this Farm Lease Agreement shall be deemed to have been waived by the Landlord, as such waiver shall be in writing and signed by the Landlord. The subsequent acceptance of rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant.
26. The termination of this Lease, by expiry or otherwise, shall not affect the liability of either of the Parties to this Farm Lease Agreement to the other with respect to any obligation under the Farm Lease Agreement which has accrued up to the date of such termination, but has not been properly satisfied or discharged.
27. Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*.
28. The division of this Farm Lease Agreement into Articles or Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Farm Lease Agreement.
29. If any Article or Section, or part or parts of an Article or Section, in this Farm Lease Agreement is, or is held to be, illegal or unenforceable, it or they shall be considered separate and severable from this Farm Lease Agreement and the remaining provisions of this Farm Lease Agreement shall remain in full force and effect and shall be binding on the Parties as though such Article or Section, or part or parts thereof, had never been included in this Farm Lease Agreement.
30. The Parties acknowledge that there are no covenants, representations, warranties, agreements, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Farm Lease Agreement other than as set out in this Farm Lease Agreement,

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which constitutes the entire agreement between the Parties concerning the Farm Property.

31. This Farm Lease Agreement may be executed electronically and in counterparts, each of which so executed shall be deemed to be an original, and with such counterparts together constituting one and the same instrument. A facsimile or electronic portable document format (.pdf) signature of any party shall be sufficient to constitute the original execution of this Agreement by each of the Parties, for all purposes related to this Farm Lease Agreement.
32. This Farm Lease Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.
33. The provisions of the Farm Lease Agreement shall be binding upon, and enure to the benefit of the Parties and their respective successors and (where applicable) permitted assigns.

IN WITNESS WHEREOF the Parties have electronically executed this Farm Lease Agreement, written on this and the preceding 11 pages, by their officers duly authorized to do so.

The Corporation of the County of Essex

Per: Hilda MacDonald, Warden

Per: Clerk

We have authority to bind the County

Essex- Windsor Solid Waste Authority

Per: Gary Kaschak, Board Chair

Per: Michelle Bishop, Manager

We have authority to bind the Authority.

Farm Tenant

Per:

I have authority to bind the Tenant.

DRAFT

SCHEDULE "A"

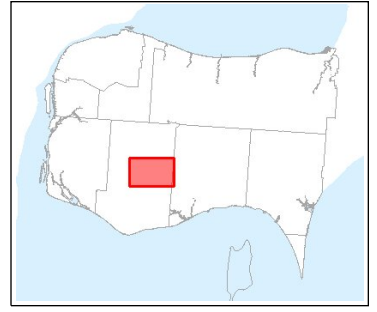
PROPERTY LIST FOR 2024 REQUEST FOR PROPOSALS (UPDATED FEBRUARY 26, 2024)

Properties are located in close proximity to the Essex-Windsor Regional Landfill in the Town of Essex (Formerly the Townships of Colchester North and Colchester South)

PARCEL	ADDRESS	DESCRIPTION	ROLL	PARCEL KNOWN AS	APPROXIMATE ACREAGE
1	North of Concession 6 South of County Road 18 East of Coulter (2 Parcels Take Up Block)	All of Lots 13 & 14, Concession 6, in the former Township of Colchester South	37-54-840-000-03000-0000 & 37-54-840-000-03900-0000	AFF Farms	370 Acres
2	7847 County Road 18	East One-Half of The North One-Half of Lot 16, Concession 6, In the former Township of Colchester South	37-54-840-000-04200-0000	Wirag	42 Acres
3	First Property East of Ferris North of County Road 18	West Half of The South Half of Lot 17, Concession 7, in the former Township of Colchester North	37-54-350-000-00600-0000	Brockman	42 Acres
4	Approximately 7800 County Road 18	East Half of the South Half of Lot 17, Concession 7, in the former Township of Colchester North	37-54-350-000-00500-0000	Arnold Vincent	50 Acres
5	7700 County Road 18	West Half of the North Half of Lot 14, Concession 7, in the former Township of Colchester North	*37-54-360-000-00300-0000	Brotto	44 Acres
6	7700 County Road 18	East Half of The North Half of Lot 14, Concession 7, in the former Township of Colchester North	*37-54-360-000-00300-0000	Nicodemo	50 Acres
7	7879 County Road 18	Part of Lot 17, Concession 6, in the former Township of Colchester South	37-54-840-000-01300-0000	Curry	44 Acres
8	7025 Coulter Sideroad	Part of Lot 13, Concession 7, in the former Township of Colchester North	37-54-360-000-00400-0000	Glos	96 Acres
9	8782 Concession 8	Part of Lot 16, Concession 8, in the former Township of Colchester North	37-54-360-000-02200-0000	Fick	44 Acres
10	8803 Concession 8	Concession 7 N Pt Lot 16 in the former Township of Colchester North	37-54-360-000-04200-0000	McBeth	31 Acres
					Total 813 Acres

* Roll # for Parcels 5 & 6 are the same. Parcels were consolidated with roll # used for actual active landfill which is 37-54-360-000-00300-0000

EWSWA Vacant Land Map



Legend

- Trails
- Streets
- Rivers
- County Assessment Parcel
- 2004 Airphoto 50cm
- Municipal Boundary
- Windsor
- Essex Municipalities



Map center: 345510, 4661727

Scale: 1:24,947

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Notes: Areas in yellow denote "Farmed Areas". All numbers shown represent the approximate area of that lot in acres.

Schedule I

Conflict of Interest Declaration Form

The undersigned, on behalf of the organization named below, hereby represents and warrants that diligent inquiry has been made within the organization and of persons involved or to be involved in preparing a Proposal to determine whether a Conflict of Interest exists as set out in the following paragraphs:

- a) No Unfair Advantage. There is no situation in relation to the RFP process, where the Proponent has or may have an unfair advantage or has engaged in conduct directly or indirectly, that gives or may appear to give it an unfair advantage over other bidders. Circumstances which may result in an unfair advantage include, but are not limited to:
- listing, working with or in any way directly or indirectly consulting with anyone employed or engaged by the Corporation of the County of Essex, the Corporation of the City of Windsor, and/or the Essex-Windsor Solid Waste Authority (the "**Authority**") in the preparation of the Proposal;
 - being in possession of, or having access to confidential information of the Authority that is: (a) relevant to the preparation of its Proposal; (b) not likely to be available to other Proponents; or
 - communicating with any person with a view to influencing preferred treatment in the RFP process; or
 - engaging in any other conduct that compromises or could be seen to compromise the integrity of the RFP process.
- b) No Conflicting Corporate or Personal Interests. Should the Proponent be awarded the Contract, in relation to the performance of its contractual obligations with the Authority, the Proponent's other commitments, relationships or financial interests will not give rise to a conflict of corporate or personal interests. Circumstances which may result in a conflict of personal or corporate interests include, but are not limited to, any circumstance that:

- could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Proponent's or a decision-maker's independent judgement; or
- could or could be seen to compromise, impair or be incompatible with the effective performance of the Proponent's contractual obligations.

NO CONFLICT OF INTEREST

- The Proponent declares that there is NO actual, apparent or potential Conflict of Interest relating to the preparation of its response, and the Proponent does NOT foresee an actual, apparent or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

POTENTIAL, APPARENT OR ACTUAL CONFLICT OF INTEREST

- The Proponent declares that there MAY be an actual, apparent or potential Conflict of Interest relating to the preparation of its response, and/or the Proponent foresees the potential of an actual, apparent or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Below are the details of the circumstances giving rise to the apparent or potential Conflict of Interest:

The Proponent hereby seeks clarification from the Authority on whether the Authority believes the above circumstances constitutes a Conflict of Interest and if so, whether there are any measures that may be implemented to manage the conflict that will allow the Proponent to participate in the RFP process.

I hereby acknowledge, on behalf of the Proponent, that the Authority may, upon discovering a potential, actual, or apparent Conflict of Interest at any time during the RFP process, or during the term of any Contract resulting from the RFP process, in its sole and absolute discretion without any liability whatsoever to the Proponent, require the Proponent to take steps to resolve

or otherwise deal with a Conflict of Interest as a condition of eligibility to participate in this RFP process or to provides Services under a Contract; reject the Proponent's Proposal; or terminate the Contract for default.

Signature of Proponent
Representative

Name of Proponent
Representative

Title of Proponent Representative

Date

I have the authority to bind the
Proponent.